PROFESSIONAL SERVICES AGREEMENT

WEBSITE HOSTING AND SUPPORT

BETWEEN

COOK COUNTY GOVERNMENT

THE COOK COUNTY BUREAU OF TECHNOLOGY

AND

CLARITY PARTNERS, LLC

CONTRACT NO. 2112-06151
(Purchase Order No. 70000211613)

PROFESSIONAL SERVICES AGREEMENT

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Exhibit 8 MBE/WBE Utilization Plan
Exhibit 9 Board Authorization
Exhibit 10 Economic Disclosure Statement

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, hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Board of Commissioners on December 16, 2021, as evidenced by Board Authorization letter attached hereto as EXHIBIT "9".

BACKGROUND

The County of Cook issued a Task Order Request "TOR" for Website Hosting and Support. Responses were evaluated in accordance with the evaluation criteria published in the TOR. The Consultant was selected based on the response submitted and evaluated by the County representatives.

Consultant represents that it has the professional experience and expertise to provide the necessary services and further warrants that it is ready, willing and able to perform in accordance with the terms and conditions as set forth in this Agreement.

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

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

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

ARTICLE 2) DEFINITIONS

a) Definitions

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

"**Additional Services**" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Using Agency require the approval of the Chief Procurement Officer in a written amendment 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.

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

"Using Agency" shall mean the department of agency within Cook County including elected officials.

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 tables of contents or marginal notes appended to it are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.

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

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

c) Incorporation of Exhibits

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

Exhibit 1	Scope of Services and Schedule of Compensation
Exhibit 2	Project Change Order Process
Exhibit 3	Certificate of Insurance
Exhibit 4	Cook County Travel Policy
Exhibit 5	Cook County Information Technology Special Conditions (ITSCs)
Exhibit 6	Electronic Payable Program
Exhibit 7	Identification of Subcontractor/Supplier/Subcontractor Form
Exhibit 8	MBE/WBE Utilization Plan
Exhibit 9	Board Authorization
Exhibit 10	Economic Disclosure Statement

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 Subconsultants or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency 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 Using Agency may at any time in writing notify Consultant that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Consultant must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in Exhibit 1, Scope of Services.

iii) **Salaries and Wages**

Consultant and Subconsultants must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Consultant underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The parties acknowledge that this Section 3.d(iii) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) Minority and Women Owned 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, which are set forth in Exhibit 3. Consultant's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Form 1 of the MBE/WBE Utilization Plan, 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 Form 1 of the MBE/WBE Utilization Plan.

f) Insurance

Insurance Requirements

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

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Consultant's responsibility for payment of damages resulting from its operations under this Contract.

The 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 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: Employers' Liability coverage with a limit of
$1,000,000 each Accident
$1,000,000 each Employee
$1,000,000 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:
(1) All premises and operations;
(2) Contractual Liability;
(3) Products/Completed Operations;
(4) 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) Professional Liability (Errors & Omissions)

Insurance appropriate to the Consultant's profession covering all claims arising out of the performance or nonperformance of professional services for the County under this contract. This insurance shall remain in force for the life of the Consultant's obligations under this contract and shall have a limit of liability of not less than $2,000,000 per claim.

If any such policy is written on a claims-made form:
(1) The retroactive coverage date shall be no later than the effective date of this contract.
(2) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or before this contract effective date, the Consultant must maintain “extended reporting” coverage for a minimum of three (3) year after completion of services.

(e) Network Security & Privacy Liability (Cyber Liability)

The Consultant shall secure coverage for first and third-party claims with limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If any such policy is written on a claims-made form:
(1) The retroactive coverage date shall be no later than the effective date of this contract.
(2) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or before this contract effective date, the Consultant must maintain “extended reporting” coverage for a minimum of three (3) year after completion of services.

Additional requirements

(a) Additional Insured

The required insurance policies, apart from Workers Compensation and Professional Liability,

shall name Cook County, its officials, employees and agents as additional insureds with respect to operations performed on a primary and non-contributory basis. 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 requirements specified herein.

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.

(b) Insurance Notices

The 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. The 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 the Consultant commences performance of its part of the work, the 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 the Consultant's obligations to obtain insurance pursuant to these insurance requirements.

(c) 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

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

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

i) Patents, Copyrights and Licenses

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

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

right.

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

j) Examination of Records and Audits

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

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

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

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Consultant shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives.

If Consultant carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of $10,000.00 or more over a 12 month period, Consultant will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract,

the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

k) Subcontracting or Assignment of Contract or Contract Funds

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

Prior to the commencement of the Contract, the Consultant shall identify in writing to the Chief Procurement Officer the names of any and all Subcontractors it intends to use in the performance of the Contract by completing the Identification of Subcontractor/Supplier/ Subconsultant Form ("ISF"). The Chief Procurement Officer shall have the right to disapprove any Subcontractor. All Subcontractors shall be subject to the terms of this Contract. Consultant shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Consultant must disclose the name and business address of each Subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Consultant has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself.

"Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Consultant is uncertain whether a disclosure is required under this Section, the Consultant must either ask the County, whether disclosure is required or make the disclosure.

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

l) Professional Social Services

In accordance with 34-146, of the Cook County Procurement Code, all Consultants or providers providing services under a Professional Social Service Contracts or Professional Social Services Agreements, shall submit an annual performance report to the Using Agency, i.e., the agency for whom the Consultant or provider is providing the professional social services, that includes but is not limited to relevant statistics, an empirical analysis where applicable, and a written narrative describing the goals and objectives of the contract or agreement and programmatic outcomes. The annual performance report shall be provided and reported to the Cook County Board of Commissioners by the applicable Using Agency within forty-five days of receipt. Failure of the Consultant or provider to provide an annual performance report will be considered a breach of contract or agreement by the Consultant or provider, and may result in termination of the Contract or agreement.

For purposes of this Section, a Professional Social Service Contract or Professional Social Service Agreement shall mean any contract or agreement with a social service provider, including other governmental agencies, nonprofit organizations, or for profit business enterprises engaged in the field of and providing social services, juvenile justice, mental health treatment, alternative sentencing, offender rehabilitation, recidivism reduction, foster care, substance abuse treatment, domestic violence services, community transitioning services, intervention, or such other similar services which provide mental, social or physical treatment and services to individuals. Said Professional Social Service Contracts or Professional Social Service Agreements do not include CCHHS managed care contracts that CCHHS may enter into with health care providers.

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 December 20, 2021 ("**Effective Date**") and continue until December 19, 2026 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.b may result in economic or other losses to the County.

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

c) Agreement Extension Option

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

ARTICLE 5) COMPENSATION

a) Basis of Payment

The County will pay Consultant according to the Schedule of Compensation in the attached Exhibit 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 Contracts for services that are procured as Sole Source must also contain a provision requiring the Contractor to submit itemized records indicating the dates that services were provided, a detailed description of the work performed on each such date, and the amount of time spent performing work on each such date. 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

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

d) Non-Appropriation

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

e) Taxes

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07.

f) Price Reduction

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

g) Consultant Credits

To the extent the Consultant gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific Using Agency. Consultant 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 Consultant shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce her decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The decision of the Chief Procurement Officer will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer.
Notwithstanding a dispute, Consultant shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

ARTICLE 7) COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE WITH ALL LAWS

The Consultant, Subcontractor, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

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

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

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 has not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County;

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

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

vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.a and 9.c.

b) Ethics

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

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

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

c) Joint and Several Liability

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

d) Business Documents

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

e) Conflicts of Interest

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

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

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

iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, Subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.

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

f) Non-Liability of Public Officials

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

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

a) Events of Default Defined

The following constitute events of default:

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

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

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

(b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;

(c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;

(d) Discontinuance of the Services for reasons within Consultant's reasonable control; and

(e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.

iii) Any change in ownership or control of Consultant without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.

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

v) Failure to comply with Article 7 in the performance of the Agreement.

vi) Consultant's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

b) Remedies

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

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

i) The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the County would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Consultant under this Section 9.b;

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.a and 9.b of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Consultant. The County will give notice to Consultant in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Consultant or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

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

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

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

d) Suspension

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

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Consultant by written notice may treat the suspension as an early termination of this Agreement under Section 9.c.

e) Right to Offset

In connection with performance under this Agreement, the County may offset any excess costs incurred:

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

ii) if the County exercises any of its remedies under Section 9.b of this Agreement; or

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

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

f) Delays

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

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, Consultant shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

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:

(a) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;

(b) the nature of the Services to be performed;

(c) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement;

(d) the general conditions which may in any way affect this Agreement or its performance;

(e) the compensation provisions of this Agreement; or

(f) any other matters, whether similar to or different from those referred to in (a) through (e) 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) Contract Amendments

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such 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 Using Agency or employee thereof has authority to make any amendments to this Contract. Any 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 amendments which are made in accordance with this Section10.c. Contract Amendments, no Using Agency or employee thereof has authority to make any 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 Consultant irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Consultant consents and submits to the jurisdiction thereof. In accordance with these provisions, Consultant waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

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 Using Agency 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 Consultant

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 Consultant and not as a representative, employee, agent, or partner of the County.

This Agreement is between the County 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:

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.

iv) 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.

In the event that other agencies participate in a joint procurement, the County reserves the right to renegotiate the price to accommodate the larger volume.

k) Comparable Government Procurement

As permitted by the County of Cook, other government entities, if authorized by law, may wish to purchase the goods, supplies, services or equipment under the same terms and conditions contained in this Contract (i.e., comparable government procurement). Each entity wishing to reference this Contract must have prior authorization from the County of Cook and the Consultant. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods, supplies, equipment or services supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for the goods, supplies, equipment or services supplies/services ordered by these entities. Each entity reserves the right to determine the amount of goods, supplies, equipment or services it wishes to purchase under this Contract.

l) Force Majeure

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

m) Federal Clauses

The following provisions apply to all Contracts which are funded in whole or in part with federal funds including without limitation the following.

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

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

(b) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in connection with an urbanized area formula project financed with Federal assistance

authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

3. Federal Interest in Patents

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

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

4. Federal Interest in Data and Copyrights

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

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

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

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

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

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

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

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

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

5. Records and Audits

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

The County and the Federal Government will have the right to audit all payments made to the Contractor under this Agreement. Any payments to the Contractor which exceed the

amount to which the Contractor is entitled under the terms of this Agreement will be subject to set off.

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

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

6. Environmental Requirements

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

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

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

(b) Air Quality. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of

Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

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

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

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

7. No Exclusionary or Discriminatory Specifications

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

8. No Federal Government Obligations to Third Parties

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

9. Allowable Costs

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

10. Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

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

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

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

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

Further, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. Contractor may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Contractor will provide immediate written notice to the County if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision.

The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

11. Contract Work Hours and Safety Standards Act

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

(a) In accordance with section of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Contractor agrees and assures that, for the Contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work

exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Contractor agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

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

12. Copyright Ownership

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

To the extent that any Deliverable does not qualify as a "work made for hire," Consultant irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the County, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the County under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will execute all documents and perform all acts that the County may reasonably request in order to assist the County in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the County.

Consultant warrants to County, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned any copyrights nor granted any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants and represents that the Deliverables are complete and comprehensive, and the Deliverables are a work of original authorship.

13. Visual Rights Act Waiver

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

Consultant/Contractor has obtained a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, if any.

14. Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared

ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

15. Copeland "Anti-Kickback" Act (40 U.S.C. 3145))
All contracts and subgrants in excess of $2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

16. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)
Where applicable, all contracts awarded by recipients in excess of $100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

18. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended
Contracts and subgrants of amounts in excess of $150,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

19. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)
Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal

appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

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

ARTICLE 11) NOTICES

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

If to the County: Cook County Bureau of Technology

69 W. Washington Street, Suite 2700
Chicago, Illinois 60602
Attention: Department Director

and

Cook County Chief Procurement Officer
69 W. Washingtong Street, Suite 3000
Chicago, Illinois 60602
(Include County Contract Number 2112-06151
on all notices)

If to Consultant:

Clarity Partners LLC
20 North Clark Street, Suite 3600
Chicago, Illinois 60602
Attention: Rodney Zech, Managing Member

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 Schedule of Compensation

Cook County Government

Statement of Work (SOW) for

Cook County, County-wide Website Hosting and Support

TOR No.: 2112-06151

Contract No.: 2112-06151

Vendor: Clarity Partners

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1 Executive Summary

This Statement of Work (SOW) is intended to document the scope, roles, responsibilities, tasks, deliverables, methodology, assumptions, pricing, and timeline for delivery of website design, hosting, and maintenance services for the main County portal site, as well as several of its associated agencies. In addition, This SOW will be the governing project document that outlines the scope of work for project.

Clarity will provide the following services for a series of websites for various County agencies:

- AWS Web Hosting Managed Services
- Web Application and Site Development Services
- Drupal Upgrade and Migration from AWS Hosting to Acquia
- State's Attorney Website Redesign, Upgrade, and Migration
- Transition Planning

The County agency websites included in the scope of this SOW include the following:

- Cook County
- Cook County Assessor's Office
- Cook County Board of Review
- Cook County Clerk's Office
- Cook County Department of Emergency Management and Regional Security
- Law Office of the Cook County Public Defender
- Cook County Project Rainbow
- Cook County State's Attorney's Office

The County seeks to upgrade from Drupal 7 to Drupal 9 for several of its agency sites, as well as migrating from AWS hosting to Acquia hosting. The Acquia migration will also include the ability for these agency sites to leverage Acquia tools within Acquia Cloud Site Factory, as well as Site Studio. In addition, the Cook County State's Attorney's Office has been identified as seeking a full site redesign, rather than a simple upgrade and migration.

This Executive Summary Section is intended as an overview of the County's objectives for the project, scope and timeline for the website design and hosting services project**.**

1.1 Background

The County currently runs multiple websites with various degrees of complexity and functionality. The Bureau of Technology (BOT) supports the main County website (www.cookcountyil.gov) which publishes content for the Offices under the President and is a central resource for all County functions, providing links and references to other separate County Government Agency sites as needed. These County Government Agencies have independently implemented their own websites and some of these sites are included in this scope for services.

The purpose of this project is to identify and select a vendor to provide the needed web services per the task order specifications found in section four (4) of this document. This includes support and maintenance of the stated existing Cook County websites with managed hosting, as well as development and enhancements for the existing web accounts as needed. Migration work is also needed to upgrade some sites from Drupal 7 to Drupal 9 and move from an Amazon Web Services (AWS) hosting environment to Acquia.

1.2 Project Objectives

Clarity will provide the following services for a series of websites for various County agencies:

1. AWS Web Hosting Managed Services
2. Web Application and Site Development Services
3. Drupal Upgrade and Migration from AWS Hosting to Acquia
4. State's Attorney Website Redesign, Upgrade, and Migration
5. Transition Planning

The County agency websites included in the scope of this SOW include the following:

1. Cook County
2. Cook County Assessor's Office
3. Cook County Board of Review
4. Cook County Clerk's Office
5. Cook County Department of Emergency Management and Regional Security
6. Law Office of the Cook County Public Defender
7. Cook County Project Rainbow
8. Cook County State's Attorney's Office

The County seeks to upgrade from Drupal 7 to Drupal 9 for several of its agency sites, as well as migrating from AWS hosting to Acquia hosting. The Acquia migration will also include the ability for these agency sites to leverage Acquia tools within Acquia Cloud Site Factory, as well as Site Studio. In addition, the Cook County State's Attorney's Office has been identified as seeking a full site redesign, rather than a simple upgrade and migration.

1.3 Project Scope

As part of this engagement, Clarity will provide the following services in support of those objectives:

1. High-level website needs assessment;
2. Analysis of existing website functions, including recommendations and improvements;
3. Design services;
4. Enterprise County-wide website development and hosting services;
5. Project management and account management oversight throughout.

Details of this scope and its expected associated deliverables are included below in Section 5 and Section 6.

1.4 Project Timeline

In this section, we have included our summary proposed project schedules showing high-level tasks, scheduled dates, milestones, and dependencies. During the Discovery & Definition phase of each project, we will work collaboratively with the County Core Project Teams to sequence the detailed activities and assign County and Clarity resources to create the detailed Project Plan deliverable.

We have included project schedules for the following websites:

- Cook County Board of Review
- Cook County Public Defender
- Cook County Department of Emergency Management and Regional Security
- Cook County State's Attorney Office

As we are only proposing maintenance services and optional services for the Cook County website, Cook County Assessor's Office website, and Cook County Clerk's Office website, we have not included project schedules in this section for those websites. The schedules outlined below represent some arbitrary starting points and order of priority; these can be adjusted according to the County's preferences. These schedules do indicate time expected, as well as an expectation that once one agency has completed the Requirements Gathering & Design phase, another agency project can be smoothly started in order to maximize efficiency.

*Cook County Board of Review (*Dates are subject to change pending final execution of the agreement.)*

Task Name	Start*	Finish	Duration
2021 Cook County Board of Review Project	**11/01/21**	**03/01/22**	**87d**
Discovery & Definition	11/01/21	11/04/21	4d
Requirements Gathering & Design	11/05/21	12/02/21	20d
Configuration, Development, Integration & Testing	12/03/21	01/25/22	38d
UAT, Knowledge Transfer & Deployment	01/26/22	02/28/22	24d
Maintenance, Enhancements, Transition & Closeout	02/25/22	03/01/22	3d
Project Management Monitor and Controlling	11/01/21	03/01/22	87d

Cook County Public Defender

Task Name	Start	Finish	Duration
2021 Cook County Public Defender Project	**12/03/21**	**04/04/22**	**87d**
Discovery & Definition	12/03/21	12/08/21	4d
Requirements Gathering & Design	12/09/21	01/05/22	20d
Configuration, Development, Integration & Testing	01/06/22	02/28/22	38d
UAT, Knowledge Transfer & Deployment	03/01/22	04/01/22	24d
Maintenance, Enhancements, Transition & Closeout	03/31/22	04/04/22	3d
Project Management Monitor and Controlling	12/03/21	04/04/22	87d

Cook County Department of Emergency Management and Regional Security

Task Name	Start	Finish	Duration
2021 Cook County Department of Emergency Management and Regional Security Project	**01/06/22**	**05/06/22**	**87d**
Discovery & Definition	01/06/22	01/11/22	4d
Requirements Gathering & Design	01/12/22	02/08/22	20d
Configuration, Development, Integration & Testing	02/09/22	04/01/22	38d
UAT, Knowledge Transfer & Deployment	04/04/22	05/05/22	24d
Maintenance, Enhancements, Transition & Closeout	05/04/22	05/06/22	3d
Project Management Monitor and Controlling	01/06/22	05/06/22	87d

Cook County State's Attorney's Office

Task Name	Start	Finish	Duration
2021 CC State's Attorney Office Project	**02/09/22**	**08/03/22**	**126d**
Discovery & Definition	02/09/22	02/14/22	4d
Requirements Gathering & Design	02/15/22	05/06/22	59d
Configuration, Development, Integration & Testing	05/09/22	06/29/22	38d
UAT, Knowledge Transfer & Deployment	06/30/22	08/02/22	24d
Maintenance, Enhancements, Transition & Closeout	08/01/22	08/03/22	3d
Project Management Monitor and Controlling	02/09/22	08/03/22	126d

2 Scope of Services

2.1 Consulting & Implementation Services

As outlined in Section 6 below, Clarity will provide the requisite services to support the following:

1. Cook County
2. Cook County Assessor's Office
3. Cook County Board of Review
4. Cook County Clerk's Office
5. Cook County Department of Emergency Management and Regional Security
6. Law Office of the Cook County Public Defender
7. Cook County Project Rainbow
8. Cook County State's Attorney's Office

Clarity has a deep understanding of all of these sites, and we propose to bring that expertise to the fore during this effort.

These services include Clarity's full suite of web application and site development services, as well as hosting, for all of the agencies listed above.

Clarity has identified a pool of resources to support these efforts. Clarity understands that the County

will be best served with consistent resources that remain with a specific project from inception through completion. As such, it is Clarity's intention to provide relevant resources for the duration of any given project, with additional resources available as backups if and to the extent needed.

Additionally, although the County will have full communications access to the entire account team, Clarity will assign each project with a single consistent contact to be an umbrella point of contact for all relevant initiatives for that specific agency as well as an overall point of contact for all Cook County web projects.

Specifically, for each site, we are responding with the custom effort that each site and agency will require:

2.1.1 Cook County

It is expected that the primary Cook County site will be completely upgraded to Drupal 9 and migrated to the Acquia environment at the commencement of this contract. As such, we will focus on continuing to support the site and begin to leverage the Acquia Site Studio tools which will make website administration both more flexible and significantly easier for Cook County website administrators.

2.1.2 Cook County Project Rainbow

Project Rainbow recently launched as a newly redesigned WordPress site. We have assumed that maintenance and support will be included within the main Cook County maintenance and support hours, as outlined by the County.

2.1.3 Cook County Board of Review

Clarity plans to upgrade the Board of Review site to Drupal 9 and migrate the site to the new Acquia environment. We have noted optional project services that the BOR may want, but we have not included those in the base project plan. We have also included maintenance services according to the County's outlined annual hours, allocated to roles based on the Board's historical usage of our services.

2.1.4 Cook County Department of Emergency Management and Regional Security

Clarity plans to upgrade the EMRS site to Drupal 9 and migrate the site to the new Acquia environment. We have noted optional project services that the EMRS may want, but we have not included those in the base project plan. We have also included maintenance services according to the County's outlined annual hours, allocated to roles based on the EMRS's historical usage of our services.

2.1.5 Law Office of the Cook County Public Defender

Clarity plans to upgrade the PDO site to Drupal 9 and migrate the site to the new Acquia environment. We have noted optional project services that the PDO may want, but we have not included those in the base project plan. We have also included maintenance services according to the County's outlined annual hours, allocated to roles based on the PDO's historical usage of our services.

2.1.6 Cook County State's Attorney's Office

Clarity plans to upgrade the SAO site to Drupal 9 and migrate the site to the new Acquia environment. We have noted optional project services that the SAO may want, but we have not included those in the base project plan; given that the SAO is looking for a full redesign, however, we have included more design effort in this project plan than we have for the other associated agencies. We have also included maintenance services according to the County's outlined annual hours, allocated to roles based on the SAO's historical usage of our services.

2.1.7 Cook County Assessor's Office

Clarity will continue to support the website, developed on Drupal 8 and custom .NET APIs, as well as the RPIE application, developed using .NET and React.js. Because the Assessor's Office has historically engaged Clarity with specific projects that go beyond basic maintenance and small enhancements, we have included optional project services based on those patterns.

2.1.8 Cook County Clerk's Office

Clarity will continue to support the website, which is expected to be replatformed on Drupal 9 at the commencement of this contract. Additionally, we will continue to support the custom .NET and Knockout.js APIs and multiple integrations that support the Clerk's Office site, as well as the extensive periodic election support that we provide. Because the Clerk's Office has historically engaged Clarity with specific projects that go beyond basic maintenance and small enhancements, we have included optional project services based on those patterns.

2.2 Maintenance, Support, & Enhancement Services

As outlined in Section 6.6 below, Clarity will provide development support services for the following:

1. Cook County
2. Cook County Assessor's Office
3. Cook County Board of Review
4. Cook County Clerk's Office
5. Cook County Department of Emergency Management and Regional Security
6. Law Office of the Cook County Public Defender
7. Cook County Project Rainbow
8. Cook County State's Attorney's Office

Development support services include security updates and software version updates as required, as well as enhancements and changes to the websites as directed by relevant County stakeholders.

2.3 Hosting Services

As outlined in Section 6.7 below, Clarity will provide managed hosting services for the following:

1. Cook County

2. Cook County Assessor's Office
3. Cook County Board of Review
4. Cook County Clerk's Office
5. Cook County Department of Emergency Management and Regional Security
6. Law Office of the Cook County Public Defender
7. Cook County Project Rainbow
8. Cook County State's Attorney's Office

It is expected that the Cook County Assessor's Office, the Cook County Clerk's Office, and Cook County Project Rainbow will remain on Clarity-managed AWS hosting throughout the term of this contract.

It is expected that Cook County will be on Acquia hosting at the initiation of this contract.

It is expected that Cook County Board of Review, Cook County Department of Emergency Management and Regional Security, Law Office of the Cook County Public Defender, and Cook County State's Attorney's Office will use Clarity-managed AWS hosting for the first two years of this contract, eventually migrating to Acquia hosting.

2.4 Project Management

2.4.1 Project Management Overview

Throughout the engagement Clarity Partners will perform project management services to help ensure the project remains on schedule and within budget. Clarity Partners shall employ a proven Project Management Methodology that includes strategies for:

- Scope Management
- Communications Management
- Quality Management
- Risk and Issue Management
- Schedule Management
- Progress Reporting and Project Tracking Tools

2.4.2 Scope Management

Clarity Partners will work with the County's Core Project Team to set expectations and document project scope at the beginning of the project. Clarity will facilitate a clear and complete understanding of the project's short- and long-term goals and document the purpose and goals of the initiative as project success factors. Clarity will document the common expectations for completed deliverables and critical success factor.

2.4.3 Communications Management

Clarity will perform several tasks that will help ensure Clarity will:

- **Conduct a Project Kick-Off Meeting** – The project kick-off meeting will be conducted with key team members to establish project roles, determine strategy, and set project management meeting times. Clarity will work with the County Core Project Team(s) to ensure that everyone involved in the project understands their role as a member of the team.
- **Lead Weekly Status Meetings** – Weekly meetings will be conducted with the County Core Project Team to review project plans, status/progress, and risks/issues. Clarity will document these meetings to provide an audit trail. Any significant changes arising from these discussions are then formally documented and approved as scope changes to the project.

2.4.4 Quality Management

Quality control will involve monitoring the end product to determine if it meets the quality standards and criteria as outlined mutually by the team. The following activities are examples of quality control tasks that we expect to employ:

- Deliverable walk-through
- Checklists to ensure that deliverables are consistent and contain all of the necessary information
- Peer reviews, technical reviews, and/or code reviews
- Reuse of proven software
- Thorough testing processes (unit testing, integration, system, regression, and user acceptance)
- Standards to ensure consistency
- Structured methods to ensure standard and proven processes are used

Testing – As the last step, testing will ensure that the solution we deliver is of the highest quality possible.

2.4.5 Risk and Issue Management

The project management team shall manage project risks in working with the County and shall look for the opportunities to prevent and mitigate risks. The Core Project Team shall serve as the primary risk management and review board. On an on-going basis, the Core Project Team (Clarity Partners and County) shall review all open issues and identify those that will impact the overall project. A risk and issue log shall be maintained for the project by Clarity Partners' Project Manager and any serious risk statuses will be escalated to County and Clarity Executives along with recommendations to mitigate them.

2.4.6 Schedule Management

During the Project Initiation phase, Clarity Partners will work with the County Core Project team to build a Preliminary Project Schedule that will outline the tasks and timelines and responsibilities for completion of each phase. The Clarity Project Manager will maintain the Project Schedule throughout the project. Progress on task completion will be monitored by the Clarity Project Manager and reported on at the Weekly Status Meetings. At the outset of each project phase, the Clarity and County Project Managers will review the Project Schedule and elaborate on the detailed tasks for the upcoming phase.

2.4.7 Progress Reporting and Tracking Tools

The Clarity Project Manager will prepare agendas and status reports to the Core Project Team on a weekly basis. Clarity will document decisions made, risk and issue mitigation strategies identified, and resultant action items form the Weekly Status Meetings.

The Clarity Project Manager will maintain project tracking tools in a format that will be mutually agreed upon by both Project Managers that will track the following items:

- Project Risks and Mitigation Plans
- Project Issues and Resolution Plans
- Roles and Responsibilities
- Deliverable Reviews and Sign-Off
- Schedule Status
- Financial Status
- Project Change Requests
- Project Decisions

3 Project Roles and Responsibilities

3.1 Key Roles

All staff will be assigned to perform the Services on such basis (e.g., full time assignment or otherwise) as needed to ensure that the Services are provided in a workmanlike manner and in accordance with the Master Agreement. Other than circumstances beyond Clarity Partners' control (for example, death, medical disability, resignation, termination or military recall), designated Clarity Partners' staff in key roles shall not be removed from the project without following the process as outlined in the Professional Services Agreement unless otherwise approved by the County. The replacement staff for the Key Personnel positions shall possess the required qualifications and skills to fulfill the responsibilities of the role. The following Clarity Partners roles are designated Key Personnel:

- Project Executive
- Project Manager

Project Role	Responsibilities
Project Executive	Non-billable part of the Clarity team whose responsibility is to provide a high-level overview of the entire project to ensure the overall quality of the project.

Project Role	Responsibilities
Senior Project Manager / Business Analyst and Quality Assurance Specialist	Responsible for managing Clarity staff engaged in a project and serving as primary contact. Will play a central role in management of all project stakeholders and deliverables. Responsible for business and technical analysis, requirements gathering, testing, quality assurance, and content writing.
Solution Architect	Responsible for database design and development for custom third-party system integrations, overall back-end architecture and coding guidelines, API Development, application security, and programming.
CMS Solution Architect	Develops the content model, makes decisions regarding module choices, and directs other developers regarding project coding methodology and implementation. Responsible for database design and development, CMS back-end architecture, and programming.
Front-End Developer	Responsible for all front-end development. Works with the CMS Solution Architect to configure the CMS.
Visual Designer	Guides client stakeholders through visual creative choices and provides graphical options from which to choose. Implements visual graphic design via HTML5 and CSS within the Drupal template framework. Designates and implements breakpoints to ensure the site is responsive.
Senior Project Manager / Senior Database Administrator	Responsible for managing Clarity staff engaged in a project and serving as primary contact. Will play a central role in management of all project stakeholders and deliverables. Conducts database design and architects database configuration for new

Project Role	Responsibilities
	enhancements. Defines standards for database server management with infrastructure architects. Decides when major process changes are necessary for ongoing data management. Provides database development in one or more areas of specialization.
Database Administrator	Responsible for the development, maintenance, and support of databases. Works closely with developers during data migration and data integration development.

Other vendor roles that are not Key Roles will be provided by Clarity based on the needs of the project, (e.g., business analyst, technical analyst, etc.).

3.2 County Staff Roles and Time Commitments

Listed below are the expected County Roles, the approximated time commitments over the course of the project, for each group. The County may divide these roles among multiple resources at their discretion provided the same productivity is achieved.

The County's personnel will be assigned to the project as per the below staffing profile. Key users and management time will be made available for the duration of the project for interviews, system demonstrations, system testing, decision-making and other tasks related to this project.

ROLE	DESCRIPTION	ACTIVITIES	ESTIMATED PARTICIPATION EFFORT
Project Sponsor	Provides high-level oversight and guidance for the project	• Reviews milestones • Conducts/attends status meetings on occasion or sends designee • Removes any departmental obstacles • Approves funding and budget issues	10% Throughout project
County Project Manager	Manages the day-to-day activities of the project	• Coordinates County business and technical resources • Ensures that Clarity requests are promptly addressed • Reviews budget and project plan on a regular basis • Facilitates review and approval of project deliverables	20-50% Throughout project

ROLE	DESCRIPTION	ACTIVITIES	ESTIMATED PARTICIPATION EFFORT
		• Leads Core Project Team meetings	
Subject Matter Experts (SMEs)	Provides ongoing business expertise and insight on business processes and current structure	• Define functional requirements • Participate in discovery/validation workshops sessions • Attend Core Project Team Meetings as necessary.	10%-50% Discovery, Requirements Definition, Testing, Training

4 Project Schedule

The following is the preliminary project schedule. This will be revised in consultation with the County project management during the Discovery & Definition stage of the project and will be updated and maintained throughout the project.

Below, we have included our proposed project schedules showing high-level tasks, scheduled dates, milestones, and dependencies. During the Discovery & Definition phase of each project, we will work collaboratively with the County Core Project Teams to sequence the detailed activities and assign County and Clarity resources to create the detailed Project Plan deliverable.

We have included project schedules for the following websites:

- Cook County Board of Review
- Cook County Public Defender
- Cook County Department of Emergency Management and Regional Security
- Cook County State's Attorney Office

As we are only proposing maintenance services and optional services for the Cook County website, Cook County Assessor's Office website, and Cook County Clerk's Office website, we have not included project schedules in this section for those websites. The schedules outlined below represent some arbitrary starting points and order of priority; these can be adjusted according to the County's preferences. These schedules do indicate time expected, as well as an expectation that once one agency has completed the Requirements Gathering & Design phase, another agency project can be smoothly started in order to maximize efficiency.

Cook County Board of Review ***(*Dates are subject to change pending final execution of the agreement.)***

Task Name	Start*	Finish	Duration
2021 Cook County Board of Review Project	**11/01/21**	**03/01/22**	**87d**
Discovery & Definition	11/01/21	11/04/21	4d

Task Name	Start*	Finish	Duration
Internal Review (Core Team)	11/01/21	11/01/21	1d
Project Kickoff (Core Team)	11/02/21	11/02/21	1d
Provide Client Team Contact Info, Roles, Responsibilities	11/03/21	11/03/21	1d
Project Management Tracking Documents	11/03/21	11/03/21	1d
Project Schedule	11/04/21	11/04/21	1d
Requirements Gathering & Design	11/05/21	12/02/21	20d
Stakeholder Interview Sessions (3)	11/05/21	11/12/21	6d
Stakeholder Interview Sessions (3)	11/05/21	11/11/21	5d
Client Review Meeting	11/12/21	11/12/21	1d
Content Analysis	11/15/21	11/18/21	4d
Content Audit	11/15/21	11/17/21	3d
Client Review Meeting	11/18/21	11/18/21	1d
[OPTIONAL - Content Strategy]			
[OPTIONAL - Benchmark Comparisons]			
[OPTIONAL - Persona Research & Development]			
Existing Code Review	11/15/21	11/16/21	2d
Feature Requirements Documented	11/19/21	11/22/21	2d
Site Outline	11/23/21	11/25/21	3d
Client Review Meeting - Feature Requirements and Site Outline	11/26/21	11/26/21	1d
Feature Requirements and Site Outline Edit	11/29/21	11/29/21	1d
[OPTIONAL - Wireframes]			
[OPTIONAL - Usability Testing]			
[OPTIONAL - Mood Boards]			
[OPTIONAL - Graphic Mockups]			
[OPTIONAL - Design Style Guide]			
Client Approval to Proceed	11/30/21	12/02/21	3d
Configuration, Development, Integration & Testing	12/03/21	01/25/22	38d
Development	12/03/21	01/21/22	36d

Task Name	Start*	Finish	Duration
Setting Up Development Processes	12/03/21	12/09/21	5d
Platform Infrastructure and Workflow Management	12/10/21	12/10/21	1d
Platform Base Architecture	12/13/21	12/16/21	4d
Platform Administration	12/17/21	12/17/21	1d
Features Development	12/03/21	01/13/22	30d
User Roles, Permissions, and Accounts	12/20/21	12/21/21	2d
Establish Content Types	12/22/21	12/28/21	5d
Establish Views	12/29/21	01/04/22	5d
Build Custom Functions for Data Preprocessing	01/05/22	01/05/22	1d
Editorial and Content Workflows	01/06/22	01/07/22	2d
Security	01/10/22	01/10/22	1d
Performance	01/11/22	01/11/22	1d
Establish Solr Search	01/12/22	01/13/22	2d
[OPTIONAL - Integrations]			
Visual Component Breakdown (Site Studio Planning)	12/03/21	12/08/21	4d
Front End Development	12/09/21	01/21/22	32d
Site Studio Configuration	12/09/21	12/09/21	1d
Site Studio Style Builder	12/10/21	12/13/21	2d
Site Studio Layout Canvas	12/14/21	12/15/21	2d
Global and Base Theming	12/16/21	12/20/21	3d
Global Components	12/21/21	12/23/21	3d
Home Page	12/24/21	12/28/21	3d
Menus	12/29/21	12/31/21	3d
Landing Pages	01/03/22	01/07/22	5d
Detail Pages	01/10/22	01/14/22	5d
Social Media	01/17/22	01/17/22	1d
Forms	01/17/22	01/17/22	1d
ADA Modifications	01/17/22	01/18/22	2d

Task Name	Start*	Finish	Duration
Mobile Modifications	01/19/22	01/21/22	3d
Content Migration	01/14/22	01/25/22	8d
UAT, Knowledge Transfer & Deployment	01/26/22	02/28/22	24d
Draft Test Cases	01/26/22	01/26/22	1d
Deploy Release to Staging	01/27/22	01/27/22	1d
Quality Assurance Review	01/28/22	01/31/22	2d
Bugfixing	02/01/22	02/04/22	4d
Review Release with Client	02/07/22	02/07/22	1d
Client User Acceptance Testing (UAT), Identify Any New Requirements	02/08/22	02/14/22	5d
UAT Bugfixing	02/08/22	02/10/22	3d
Client Approval to Proceed to Training	02/11/22	02/15/22	3d
Training	02/16/22	02/18/22	3d
Schedule Training Sessions (1)	02/16/22	02/16/22	1d
Create Training Materials	02/16/22	02/17/22	2d
Classroom Training Sessions (1)	02/18/22	02/18/22	1d
Final Release and Production Deployment	02/21/22	02/28/22	6d
Test and Deploy	02/21/22	02/23/22	3d
Final Content Migration	02/21/22	02/22/22	2d
Review Release with Client	02/23/22	02/23/22	1d
Final Client User Acceptance Testing (UAT)	02/24/22	02/28/22	3d
Deployment	02/23/22	02/24/22	2d
Draft Deployment Checklist	02/23/22	02/23/22	1d
Deploy Release to Production	02/24/22	02/24/22	1d
Maintenance, Enhancements, Transition & Closeout	02/25/22	03/01/22	3d
Lessons Learned	02/25/22	02/25/22	1d
Provide All Project Management Documents to Client	02/28/22	02/28/22	1d
Client Validate Project is Complete	03/01/22	03/01/22	1d
Project Management Monitor and Controlling	11/01/21	03/01/22	87d

Cook County Public Defender ***(*Dates are subject to change pending final execution of the agreement.)***

Task Name	Start*	Finish	Duration
2021 Cook County Public Defender Project	**12/03/21**	**04/04/22**	**87d**
Discovery & Definition	12/03/21	12/08/21	4d
Internal Review (Core Team)	12/03/21	12/03/21	1d
Project Kickoff (Core Team)	12/06/21	12/06/21	1d
Provide Client Team Contact Info, Roles, Responsibilities	12/07/21	12/07/21	1d
Project Management Tracking Documents	12/07/21	12/07/21	1d
Project Schedule	12/08/21	12/08/21	1d
Requirements Gathering & Design	12/09/21	01/05/22	20d
Stakeholder Interview Sessions (3)	12/09/21	12/16/21	6d
Stakeholder Interview Sessions (3)	12/09/21	12/15/21	5d
Client Review Meeting	12/16/21	12/16/21	1d
Content Analysis	12/17/21	12/22/21	4d
Content Audit	12/17/21	12/21/21	3d
Client Review Meeting	12/22/21	12/22/21	1d
[OPTIONAL - Content Strategy]			
[OPTIONAL - Benchmark Comparisons]			
[OPTIONAL - Persona Research & Development]			
Existing Code Review	12/17/21	12/20/21	2d
Feature Requirements Documented	12/23/21	12/24/21	2d
Site Outline	12/27/21	12/29/21	3d
Client Review Meeting - Feature Requirements and Site Outline	12/30/21	12/30/21	1d
Feature Requirements and Site Outline Edit	12/31/21	12/31/21	1d
[OPTIONAL - Wireframes]			
[OPTIONAL - Usability Testing]			
[OPTIONAL - Mood Boards]			
[OPTIONAL - Graphic Mockups]			

Task Name	Start*	Finish	Duration
[OPTIONAL - Design Style Guide]			
Client Approval to Proceed	01/03/22	01/05/22	3d
Configuration, Development, Integration & Testing	01/06/22	02/28/22	38d
Development	01/06/22	02/24/22	36d
Setting Up Development Processes	01/06/22	01/12/22	5d
Platform Infrastructure and Workflow Management	01/13/22	01/13/22	1d
Platform Base Architecture	01/14/22	01/19/22	4d
Platform Administration	01/20/22	01/20/22	1d
Features Development	01/06/22	02/16/22	30d
User Roles, Permissions, and Accounts	01/21/22	01/24/22	2d
Establish Content Types	01/25/22	01/31/22	5d
Establish Views	02/01/22	02/07/22	5d
Build Custom Functions for Data Preprocessing	02/08/22	02/08/22	1d
Editorial and Content Workflows	02/09/22	02/10/22	2d
Security	02/11/22	02/11/22	1d
Performance	02/14/22	02/14/22	1d
Establish Solr Search	02/15/22	02/16/22	2d
[OPTIONAL - Integrations]			
Visual Component Breakdown (Site Studio Planning)	01/06/22	01/11/22	4d
Front End Development	01/12/22	02/24/22	32d
Site Studio Configuration	01/12/22	01/12/22	1d
Site Studio Style Builder	01/13/22	01/14/22	2d
Site Studio Layout Canvas	01/17/22	01/18/22	2d
Global and Base Theming	01/19/22	01/21/22	3d
Global Components	01/24/22	01/26/22	3d
Home Page	01/27/22	01/31/22	3d
Menus	02/01/22	02/03/22	3d
Landing Pages	02/04/22	02/10/22	5d

Task Name	Start*	Finish	Duration
Detail Pages	02/11/22	02/17/22	5d
Social Media	02/18/22	02/18/22	1d
Forms	02/18/22	02/18/22	1d
ADA Modifications	02/18/22	02/21/22	2d
Mobile Modifications	02/22/22	02/24/22	3d
Content Migration	02/17/22	02/28/22	8d
UAT, Knowledge Transfer & Deployment	03/01/22	04/01/22	24d
Draft Test Cases	03/01/22	03/01/22	1d
Deploy Release to Staging	03/02/22	03/02/22	1d
Quality Assurance Review	03/03/22	03/04/22	2d
Bugfixing	03/07/22	03/10/22	4d
Review Release with Client	03/11/22	03/11/22	1d
Client User Acceptance Testing (UAT), Identify Any New Requirements	03/14/22	03/18/22	5d
UAT Bugfixing	03/14/22	03/16/22	3d
Client Approval to Proceed to Training	03/17/22	03/21/22	3d
Training	03/22/22	03/24/22	3d
Schedule Training Sessions (1)	03/22/22	03/22/22	1d
Create Training Materials	03/22/22	03/23/22	2d
Classroom Training Sessions (1)	03/24/22	03/24/22	1d
Final Release and Production Deployment	03/25/22	04/01/22	6d
Test and Deploy	03/25/22	03/29/22	3d
Final Content Migration	03/25/22	03/28/22	2d
Review Release with Client	03/29/22	03/29/22	1d
Final Client User Acceptance Testing (UAT)	03/30/22	04/01/22	3d
Deployment	03/29/22	03/30/22	2d
Draft Deployment Checklist	03/29/22	03/29/22	1d
Deploy Release to Production	03/30/22	03/30/22	1d
Maintenance, Enhancements, Transition & Closeout	03/31/22	04/04/22	3d

Task Name	Start*	Finish	Duration
Lessons Learned	03/31/22	03/31/22	1d
Provide All Project Management Documents to Client	04/01/22	04/01/22	1d
Client Validate Project is Complete	04/04/22	04/04/22	1d
Project Management Monitor and Controlling	12/03/21	04/04/22	87d

Cook County Department of Emergency Management and Regional Security

Task Name	Start	Finish	Duration
2021 Cook County Department of Emergency Management and Regional Security Project	**01/06/22**	**05/06/22**	**87d**
Discovery & Definition	01/06/22	01/11/22	4d
Internal Review (Core Team)	01/06/22	01/06/22	1d
Project Kickoff (Core Team)	01/07/22	01/07/22	1d
Provide Client Team Contact Info, Roles, Responsibilities	01/10/22	01/10/22	1d
Project Management Tracking Documents	01/10/22	01/10/22	1d
Project Schedule	01/11/22	01/11/22	1d
Requirements Gathering & Design	01/12/22	02/08/22	20d
Stakeholder Interview Sessions (3)	01/12/22	01/19/22	6d
Stakeholder Interview Sessions (3)	01/12/22	01/18/22	5d
Client Review Meeting	01/19/22	01/19/22	1d
Content Analysis	01/20/22	01/25/22	4d
Content Audit	01/20/22	01/24/22	3d
Client Review Meeting	01/25/22	01/25/22	1d
[OPTIONAL - Content Strategy]			
[OPTIONAL - Benchmark Comparisons]			
[OPTIONAL - Persona Research & Development]			
Existing Code Review	01/20/22	01/21/22	2d
Feature Requirements Documented	01/26/22	01/27/22	2d

Task Name	Start	Finish	Duration
Site Outline	01/28/22	02/01/22	3d
Client Review Meeting - Feature Requirements and Site Outline	02/02/22	02/02/22	1d
Feature Requirements and Site Outline Edit	02/03/22	02/03/22	1d
[OPTIONAL - Wireframes]			
[OPTIONAL - Usability Testing]			
[OPTIONAL - Mood Boards]			
[OPTIONAL - Graphic Mockups]			
[OPTIONAL - Design Style Guide]			
Client Approval to Proceed	02/04/22	02/08/22	3d
Configuration, Development, Integration & Testing	02/09/22	04/01/22	38d
Development	02/09/22	03/30/22	36d
Setting Up Development Processes	02/09/22	02/15/22	5d
Platform Infrastructure and Workflow Management	02/16/22	02/16/22	1d
Platform Base Architecture	02/17/22	02/22/22	4d
Platform Administration	02/23/22	02/23/22	1d
Features Development	02/09/22	03/22/22	30d
User Roles, Permissions, and Accounts	02/24/22	02/25/22	2d
Establish Content Types	02/28/22	03/04/22	5d
Establish Views	03/07/22	03/11/22	5d
Build Custom Functions for Data Preprocessing	03/14/22	03/14/22	1d
Editorial and Content Workflows	03/15/22	03/16/22	2d
Security	03/17/22	03/17/22	1d
Performance	03/18/22	03/18/22	1d
Establish Solr Search	03/21/22	03/22/22	2d
[OPTIONAL - Integrations]			
Visual Component Breakdown (Site Studio Planning)	02/09/22	02/14/22	4d
Front End Development	02/15/22	03/30/22	32d

Task Name	Start	Finish	Duration
Site Studio Configuration	02/15/22	02/15/22	1d
Site Studio Style Builder	02/16/22	02/17/22	2d
Site Studio Layout Canvas	02/18/22	02/21/22	2d
Global and Base Theming	02/22/22	02/24/22	3d
Global Components	02/25/22	03/01/22	3d
Home Page	03/02/22	03/04/22	3d
Menus	03/07/22	03/09/22	3d
Landing Pages	03/10/22	03/16/22	5d
Detail Pages	03/17/22	03/23/22	5d
Social Media	03/24/22	03/24/22	1d
Forms	03/24/22	03/24/22	1d
ADA Modifications	03/24/22	03/25/22	2d
Mobile Modifications	03/28/22	03/30/22	3d
Content Migration	03/23/22	04/01/22	8d
UAT, Knowledge Transfer & Deployment	04/04/22	05/05/22	24d
Draft Test Cases	04/04/22	04/04/22	1d
Deploy Release to Staging	04/05/22	04/05/22	1d
Quality Assurance Review	04/06/22	04/07/22	2d
Bugfixing	04/08/22	04/13/22	4d
Review Release with Client	04/14/22	04/14/22	1d
Client User Acceptance Testing (UAT), Identify Any New Requirements	04/15/22	04/21/22	5d
UAT Bugfixing	04/15/22	04/19/22	3d
Client Approval to Proceed to Training	04/20/22	04/22/22	3d
Training	04/25/22	04/27/22	3d
Schedule Training Sessions (1)	04/25/22	04/25/22	1d
Create Training Materials	04/25/22	04/26/22	2d
Classroom Training Sessions (1)	04/27/22	04/27/22	1d
Final Release and Production Deployment	04/28/22	05/05/22	6d

Task Name	Start	Finish	Duration
Test and Deploy	04/28/22	05/02/22	3d
Final Content Migration	04/28/22	04/29/22	2d
Review Release with Client	05/02/22	05/02/22	1d
Final Client User Acceptance Testing (UAT)	05/03/22	05/05/22	3d
Deployment	05/02/22	05/03/22	2d
Draft Deployment Checklist	05/02/22	05/02/22	1d
Deploy Release to Production	05/03/22	05/03/22	1d
Maintenance, Enhancements, Transition & Closeout	05/04/22	05/06/22	3d
Lessons Learned	05/04/22	05/04/22	1d
Provide All Project Management Documents to Client	05/05/22	05/05/22	1d
Client Validate Project is Complete	05/06/22	05/06/22	1d
Project Management Monitor and Controlling	01/06/22	05/06/22	87d

Cook County State's Attorney's Office

Task Name	Start	Finish	Duration
2021 CC State's Attorney Office Project	**02/09/22**	**08/03/22**	**126d**
Discovery & Definition	02/09/22	02/14/22	4d
Internal Review (Core Team)	02/09/22	02/09/22	1d
Project Kickoff (Core Team)	02/10/22	02/10/22	1d
Provide Client Team Contact Info, Roles, Responsibilities	02/11/22	02/11/22	1d
Project Management Tracking Documents	02/11/22	02/11/22	1d
Project Schedule	02/14/22	02/14/22	1d
Requirements Gathering & Design	02/15/22	05/06/22	59d
Stakeholder Interview Sessions (3)	02/15/22	02/22/22	6d
Stakeholder Interview Sessions (3)	02/15/22	02/21/22	5d
Client Review Meeting	02/22/22	02/22/22	1d
Content Analysis	02/23/22	02/28/22	4d

Task Name	Start	Finish	Duration
Content Audit	02/23/22	02/25/22	3d
Client Review Meeting	02/28/22	02/28/22	1d
[OPTIONAL - Content Strategy]			
[OPTIONAL - Benchmark Comparisons]			
[OPTIONAL - Persona Research & Development]			
Existing Code Review	02/23/22	02/24/22	2d
Feature Requirements Documented	03/01/22	03/02/22	2d
Site Outline	03/03/22	03/07/22	3d
Client Review Meeting - Feature Requirements and Site Outline	03/08/22	03/08/22	1d
Feature Requirements and Site Outline Edit	03/09/22	03/09/22	1d
Wireframes (5)	03/10/22	04/01/22	17d
Recommend Pages to Wireframe (5)	03/10/22	03/10/22	1d
Client Confirm Pages to Wireframe	03/11/22	03/15/22	3d
Wireframes (First Pass, 5)	03/16/22	03/22/22	5d
Client Review Meeting - Wireframes	03/23/22	03/23/22	1d
Wireframes (Final Edit)	03/24/22	03/29/22	4d
Client Approval to Proceed	03/30/22	04/01/22	3d
[OPTIONAL - Usability Testing]			
Mood Boards (3)	04/04/22	04/15/22	10d
Mood Boards (First Pass, 3)	04/04/22	04/07/22	4d
Client Review Meeting - Mood Boards	04/08/22	04/08/22	1d
Mood Boards (Final Edit)	04/11/22	04/12/22	2d
Client Approval to Proceed	04/13/22	04/15/22	3d
Visual Mockups	04/18/22	05/06/22	15d
Pages (First Pass, 5)	04/18/22	04/22/22	5d
Visual Review Meeting (Internal)	04/25/22	04/25/22	1d
Client Review Meeting	04/26/22	04/26/22	1d
Pages (Final Edit)	04/27/22	05/02/22	4d

Task Name	Start	Finish	Duration
Client Review Meeting	05/03/22	05/03/22	1d
Client Approval to Proceed	05/04/22	05/06/22	3d
[OPTIONAL - Design Style Guide]			
Client Approval to Proceed	03/10/22	03/14/22	3d
Configuration, Development, Integration & Testing	05/09/22	06/29/22	38d
Development	05/09/22	06/27/22	36d
Setting Up Development Processes	05/09/22	05/13/22	5d
Platform Infrastructure and Workflow Management	05/16/22	05/16/22	1d
Platform Base Architecture	05/17/22	05/20/22	4d
Platform Administration	05/23/22	05/23/22	1d
Features Development	05/09/22	06/17/22	30d
User Roles, Permissions, and Accounts	05/24/22	05/25/22	2d
Establish Content Types	05/26/22	06/01/22	5d
Establish Views	06/02/22	06/08/22	5d
Build Custom Functions for Data Preprocessing	06/09/22	06/09/22	1d
Editorial and Content Workflows	06/10/22	06/13/22	2d
Security	06/14/22	06/14/22	1d
Performance	06/15/22	06/15/22	1d
Establish Solr Search	06/16/22	06/17/22	2d
[OPTIONAL - Integrations]			
Visual Component Breakdown (Site Studio Planning)	05/09/22	05/12/22	4d
Front End Development	05/13/22	06/27/22	32d
Site Studio Configuration	05/13/22	05/13/22	1d
Site Studio Style Builder	05/16/22	05/17/22	2d
Site Studio Layout Canvas	05/18/22	05/19/22	2d
Global and Base Theming	05/20/22	05/24/22	3d
Global Components	05/25/22	05/27/22	3d
Home Page	05/30/22	06/01/22	3d

Task Name	Start	Finish	Duration
Menus	06/02/22	06/06/22	3d
Landing Pages	06/07/22	06/13/22	5d
Detail Pages	06/14/22	06/20/22	5d
Social Media	06/21/22	06/21/22	1d
Forms	06/21/22	06/21/22	1d
ADA Modifications	06/21/22	06/22/22	2d
Mobile Modifications	06/23/22	06/27/22	3d
Content Migration	06/20/22	06/29/22	8d
UAT, Knowledge Transfer & Deployment	06/30/22	08/02/22	24d
Draft Test Cases	06/30/22	06/30/22	1d
Deploy Release to Staging	07/01/22	07/01/22	1d
Quality Assurance Review	07/04/22	07/05/22	2d
Bugfixing	07/06/22	07/11/22	4d
Review Release with Client	07/12/22	07/12/22	1d
Client User Acceptance Testing (UAT), Identify Any New Requirements	07/13/22	07/19/22	5d
UAT Bugfixing	07/13/22	07/15/22	3d
Client Approval to Proceed to Training	07/18/22	07/20/22	3d
Training	07/21/22	07/25/22	3d
Schedule Training Sessions (1)	07/21/22	07/21/22	1d
Create Training Materials	07/21/22	07/22/22	2d
Classroom Training Sessions (1)	07/25/22	07/25/22	1d
Final Release and Production Deployment	07/26/22	08/02/22	6d
Test and Deploy	07/26/22	07/28/22	3d
Final Content Migration	07/26/22	07/27/22	2d
Review Release with Client	07/28/22	07/28/22	1d
Final Client User Acceptance Testing (UAT)	07/29/22	08/02/22	3d
Deployment	07/28/22	07/29/22	2d
Draft Deployment Checklist	07/28/22	07/28/22	1d

Task Name	Start	Finish	Duration
Deploy Release to Production	07/29/22	07/29/22	1d
Maintenance, Enhancements, Transition & Closeout	08/01/22	08/03/22	3d
Lessons Learned	08/01/22	08/01/22	1d
Provide All Project Management Documents to Client	08/02/22	08/02/22	1d
Client Validate Project is Complete	08/03/22	08/03/22	1d
Project Management Monitor and Controlling	02/09/22	08/03/22	126d

5 Project Deliverables

5.1 List of Deliverables with Definitions

Table **5.1** provides a summary of the deliverables that will either be developed or updated after each phase release by Clarity based on the Clarity Partners Implementation Methodology.

The following table includes key project deliverables for the implementation:

Table 5.1: List of Deliverables

#	Deliverable Name	Deliverable Definition	Format
Discovery & Definition			
1	Project Plan	The project plan will include a work break down structure, timeline and milestones that include all three project phases and workstreams. This project schedule will be updated and maintained throughout the project. Changes and impacts to the schedule will be documented and discussed at status meetings.	Smartsheet
2	Project Kickoff Materials	These will be the materials used to conduct kickoff meetings with Executive Staff and the Core Project Work team.	MS Word
3	Team Contact List, Roles, and Responsibilities	This is the list of Executive Staff and Core Project Work team members, identified and shared across the team for ease of future communication.	MS Word
Requirements Gathering & Design			
4	Stakeholder Meeting Minutes	Consolidated notes from interview-style meeting with primary stakeholders, outlining current pain points, desires, needs.	MS Word
5	Content Strategy (optional)	Proposed approach to new and existing content to achieve stakeholder vision for the site.	MS Word
6	Benchmark Comparisons (optional)	Comparison of features, vocabularies, navigation strategies, and approaches of comparable organization websites.	MS Word
7	Content Analysis	Review and audit of the site's current content and Clarity's recommendations for how the team should approach that content: abandon, archive, modify, or create fresh.	Smartsheet
8	Existing Code Review	Review of the existing technical assets, both code and hosting infrastructure, in order to establish a current baseline starting point.	MS Word

#	Deliverable Name	Deliverable Definition	Format
9	Persona and Research Development (optional)	Documentation of possible audiences, their needs, and their voices.	MS Word
10	Feature Requirements	Complete list of functional requirements for the website.	MS Word
11	Sitemap	Proposed website navigation and hierarchical structure.	Invision / PDF
12	Wireframes (optional)	Blueprints of proposed website templates.	Invision / PDF
13	Usability Testing (optional)	Test of proposed prototypes to incorporate user feedback prior to development.	MS Word
14	Mood Boards (optional)	Visual options, focused on choosing abstract elements such as imagery, color, and typography.	Invision / PDF
15	Graphic Mockups (optional)	Visual mockups of identified templates/pages.	Invision / PDF
16	Design Style Guide (optional)	Consolidated documentation of proposed visual elements, for use within the website and potential third-party, related digital elements.	MS Word
Configuration, Development, Integration & Testing			
17	Environments Setup (staging and production)	Establish hosting environments and CMS framework.	AWS / Acquia
18	Website Content Management System (CMS)	Development of the website.	Drupal
19	Integrations (optional)	Programmatic connections between the website and third-party services.	Drupal
20	API or Custom Development (optional)	Custom programming to deliver non-CMS functionality.	TBD
21	Migrated Content	Content moved from the old site to the new site.	Drupal
22	Test Cases	Functional test cases created to match the Feature Requirements which all users can test the new site against.	Google Spreadsheet
UAT, Knowledge Transfer & Deployment			
23	UAT Test Plan (Beta and Final)	Timeline and plan to run through the functional test cases.	MS Word / Google Spreadsheet
24	UAT Log (Beta and Final)	Collection of test plan results, used to drive final development efforts.	MS Word / Google Spreadsheet
25	User Training Sessions	Training documentation guides to accompany live training sessions for identified website administrative users.	MS Word

#	Deliverable Name	Deliverable Definition	Format
26	Final Website	Completed website, made live and accessible by the designated domain/URL.	Drupal
Maintenance Enhancements, Transition & Closeout			
27	Completed Support and Enhancement Requests	Each post-launch support and enhancement request will be submitted by and approved by staff for Clarity to estimate and deliver. All work during this stage will be managed via Clarity's online ticketing system.	FreshDesk
Hosting			
28	AWS Managed Hosting Services	Deft will provide managed hosting services for agencies, per the County's direction.	AWS
Transition Services			
29	Transition Services to New Vendor	Clarity has provided an expected set of tasks to transition to a new vendor at the conclusion of this contract.	TBD

These deliverables may be amended/combined/split by written mutual consent between Clarity Partners and the County project managers.

5.2 Deliverable Acceptance Process

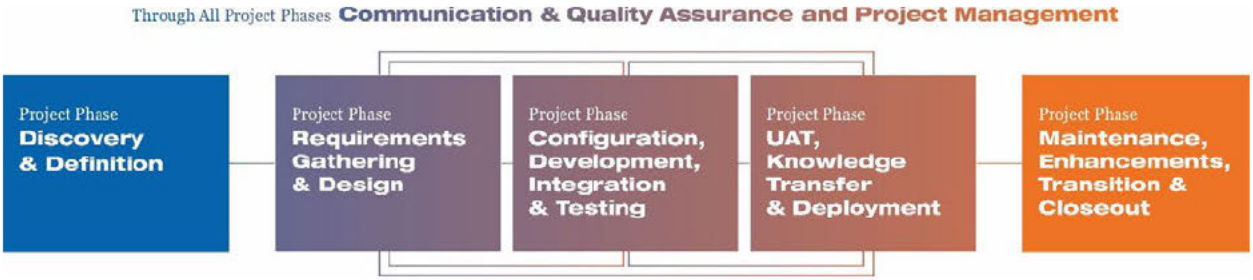
The Deliverable acceptance process is outlined in Appendix 2 of this document.

6 Implementation Methodology

6.1 Overview of Methodology

Clarity proposes to leverage an approach and methodology that has proven effective on dozens of website and application design, development, maintenance, and enhancement projects with Clarity and our proposed staff. This approach and methodology applies structure to ensure that the project team employs the proper rigor throughout the entire project lifecycle, while also maintaining the flexibility necessary to accommodate changing priorities and unexpected items and events as they naturally occur during a project. Clarity will continue to take into consideration the County's key requirements for the specific project engagement throughout the process.

The following diagram outlines the proven, flexible Clarity Web Design and Development Methodology.



The following is a brief description of the iterative stages of the Clarity website implementation methodology.

Discovery & Definition	Ensure mutual understanding of the Scope of Work and project goals and requirements. Confirm how success for this project will be defined and how the project team will achieve that success.
Requirements Gathering & Design	Design the user interface, information architecture, and the technical architecture
Configuration, Development, Integration & Testing	Develop website, develop administrative website tools, and configure application integrations
UAT, Knowledge Transfer & Deployment	Test the website functionality and train content managers and system administrators
Maintenance, Enhancements, Transition & Closeout	Launch the enhancement(s) and provide ongoing support and maintenance.

The following sections of this proposal elaborate on each phase of our methodology.

6.2 Discovery & Definition

Activities: The first phase is the Discovery & Definition phase, where the Clarity team will work with the County team to lay the groundwork for an overall successful project. During this phase, we will define the expected results and outcomes of the project. We will obtain consensus on scope and approach, project roles, formalize the management tools and templates, and formally kick off the project. The ultimate outcome of this phase is the Project Schedule that will outline the tasks, team resources required, and timelines for completion of each deliverable.

The project management tracking documents will help govern the team's respective commitments and resources required. These documents will be frequently utilized during the project and care will be

taken to ensure that they are thorough and comprehensive. Based on our experience in completing similar website design and development projects, creating and adhering to project management tracking documents will help ensure a successful project.

Client Responsibilities: Client responsibilities during the Discovery & Definition phase are:

- Identifying Core Project Team, Roles, and Responsibilities
- Identifying Stakeholders
- Validating Project Expectations
- Providing Relevant Project Assets: Code, Data, Studies, Designs, Etc.
- Providing Timely Feedback and Reviews

Clarity Deliverables: Deliverables for the Discovery & Definition phase are:

- Team Contact List, Roles, and Responsibilities
- Project Schedule
- Kick Off Materials

6.3 Requirements Gathering & Design

Activities: At Clarity, we believe in designing and building websites that captivate website users across the full spectrum of the user base. Clarity envisions County websites that will incorporate the needs of today with flexibility built into the websites to accommodate a variety of needs for tomorrow. Each website should be stakeholder focused, which means that the website should be organized to make it easy for website users (both visitors and administrators) to find the information they need based on their understanding of their needs.

To accomplish these design objectives, Clarity will review the current relevant content organization during this stage of the project to ensure that the proper due diligence occurs to thoroughly define the website's requirements. The Clarity team will begin a needs analysis by conducting an interview-style meeting with primary stakeholders, as they will have the best understanding of the needs of the stakeholders that they serve. As part of this effort, Clarity will also inquire about current and future initiatives.

Clarity will also review the existing technical assets, both code and hosting infrastructure, in order to establish a current baseline starting point.

Clarity will then optionally review websites with similar features and objectives; the goal of such a benchmark comparison is not to copy any specific features or approaches, but rather to establish a common vocabulary for the project team. This will also provide context for the review and audit of the site's current content and Clarity's subsequent overall content strategy and recommendations for how the team should approach that content: abandon, archive, modify, or create fresh. Clarity can optionally provide persona research and development as well, which would provide direction and framework for audience voices.

All of these requirements gathering efforts will then be distilled into documented feature requirements, to be discussed and finalized with the County team.

Clarity will then prepare recommendations for a new Sitemap (Information Architecture), and upon approval, outline the new Sitemap.

Clarity's design philosophy is to make all interactions as intuitive as possible for both casual visitors and administrators. We strive to create a uniform, familiar look and feel for all interactions so that administrators feel confident managing their own tasks, while website visitors are invigorated by their website experience. To reach this goal, our architects and user experience (UX) team will work with the County's content Subject Matter Experts (SME) to review website workflow and user interaction points, developing interfaces that are easy to learn and manage.

From there, the Clarity team shall move into visual design, with the focus on mobile responsive design. We include mood board development first, as we have found that this allows users to focus on choosing abstract elements such as imagery, color, and typography before delving into the full graphic designs. Clarity's will adhere to brand standards as outlined by the County team and stakeholders. We will then follow a collaborative visual design iteration, working with the County team to develop a design in iterative rounds of workshops (initial, rework, and final). The project team shall verify that the design meets all functional requirements as defined in the first phase of the project.

Client Responsibilities: Client responsibilities during the Requirements Gathering & Design phase are:

- Complete Stakeholder Interviews
- Providing Technical Access
- Providing Site Direction and Guidance: Content, Visuals, Features
- Providing Timely Feedback and Reviews

Deliverables: Deliverables for the Requirements Gathering & Design phase are:

- Stakeholder Meeting Minutes
- Content Strategy (optional)
- Benchmark Comparisons (optional)
- Content Analysis
- Existing Code Review
- Persona and Research Development (optional)
- Feature Requirements
- Sitemap (Information Architecture)
- Wireframes (optional)
- Usability Testing (optional)
- Mood Boards (optional)
- Graphic Mockups (optional)
- Design Style Guide (optional)

6.4 Configuration, Development, Integration & Testing

Activities: During the Configuration, Development, Integration & Testing phase, the Clarity team will install and/or configure the initial development environments. Clarity will create page templates using

Cascading Style Sheets (CSS). We will incorporate the style sheets into the website. Our team will configure the site and perform any custom database and other development work outlined in the Feature Requirements Document.

Upon completion of the beta website, Clarity will review the website with the County team on the live Staging environment. Clarity will make reasonable changes and refinements based on the Feature Requirements Document. After Clarity completes these updates to the website, Clarity will thoroughly test the redesigned website to ensure that all aspects of the website work properly prior to launching the migration of all content into the new website.

In preparation for migration, County personnel will need to prepare all final website content. County personnel will be responsible for creating any new website content. Existing content will be programmatically migrated by Clarity from the old website to the new website. After completion of all content migration, we will test the entire system as a whole to ensure that the website functions as expected. Upon completion of the final version of the website, including all integration and system testing, the website will be ready for the next stage of the project.

Client Responsibilities: Client responsibilities during the Configuration, Development, Integration & Testing phase are:

- Iterative Development Site Reviews: CMS Development and Integrations
- Post-Migration Editorial Content Reviews
- Identifying Internal Testers for UAT
- Providing Timely Feedback and Reviews as Needed

Deliverables: Deliverables for the Configuration, Development, Integration & Testing phase are:

- Environments Setup (Staging and Production)
- Website Content Management System (CMS)
- Integrations (optional)
- API or Custom Development (optional)
- Migrated Content (old to new site)
- Test Cases

6.5 UAT, Knowledge Transfer & Deployment

Activities: Clarity's quality assurance and training team will work with the County to facilitate User Acceptance Testing (UAT). UAT is where County staff will use the website to ensure that all pages are functioning properly and that all content was properly migrated to the various pages in the new website. Clarity will provide a test plan to the County team that mirrors the Website Feature Requirements Document (i.e., Features List) and encourage the administrators to 'try and break the website.'

UAT usually occurs two times during the implementation. Once to test the Beta release prior to content migration and a second after the final release of the website and prior to go live. The first UAT round includes a knowledge transfer component, which involves the training of end users to use the new tools to update their specific portions of the overall website. The Clarity team will provide in-person/live-

online training sessions to train users on the use of the new system, as well as documentation to guide users after the training sessions are complete.

Website training typically consists of separate sessions for each type of user role. A user role defines the permissions for users to perform tasks on the website. For example, “publishers” and “authors” are common user roles within a system that designate permission to either author and publish content or just author content. There will usually be one session for administrators (admin) who have high access and one for those who do not. Along with training sessions, a guide is commonly provided so that website administrators may refer back to their training at any time.

Once training and final UAT is completed, we will prepare for site deployment. There will be an in-depth review of the pre-launch, launch, and post-launch checklist items to ensure clear lines of responsibility during the cutover process. The checklist includes the preparation of communication materials to all stakeholders, and detailed technical tasks to ‘flip the switch’ during the production rollout. Any issues identified will be resolved by Clarity and County personnel working together.

Client Responsibilities: Client responsibilities during the UAT, Knowledge Transfer & Deployment phase are:

- Testing and Bug Submissions
- Identify and Schedule Training for Site Administrators
- Providing Timely Feedback and Reviews as Needed

Deliverables: Deliverables for the UAT, Knowledge Transfer & Deployment phase are:

- UAT Test Plan (Beta and Final)
- UAT Log (Beta and Final)
- User Training Sessions
- Final Website

6.6 Maintenance Enhancements, Transition & Closeout

Activities: After the launch of the new website, the County will enter its 30-day warranty period where anything that breaks is our responsibility. All break fix work reported after the end of the 30 day warranty period will be performed on an hourly rate basis.

The Maintenance & Enhancements phase is an ongoing phase made up of two different tasks. The first is maintenance of the website, which may include performing break fix and small enhancements to the website. Any break fix work or minor enhancements to the CMS will be billed on an hourly rate basis.

The second task in this stage is enhancement work, which is meant to cover larger enhancements to the website. While the CMS will empower the County to make considerable changes to the new website, there may be larger changes that either the County doesn’t want to tackle on their own or that are beyond the functionality in the CMS. For these changes, Clarity recommends that the County and Clarity scope these changes and create small projects to complete such changes.

Note that after a website launches, the County may want to involve its own staff in ongoing maintenance and development tasks. Clarity has multiple experiences of doing this co-development effort with other clients, which includes:

- Transparent access to the codebase.
- Documentation for use of the codebase.
- Instruction and best practices for co-development.

Deliverables: Each support and enhancement request will be submitted by and approved by staff for Clarity to estimate and deliver. All work during this stage will be managed via Clarity's online ticketing system (Freshdesk).

The Clarity team shall provide the following types of post-implementation support and maintenance: Standard Application Support and Maintenance, and On-Demand Services.

Standard Application Support and Maintenance: The Clarity team has included the following optional ongoing Standard Application Support and Maintenance services during standard business hours M-F 9:00 AM to 5:00 PM CST:

1. Level 2+ Application Support;
2. Troubleshoot issues;
3. Facilitate user testing;
4. Software testing;
5. Software upgrades, patches and fixes;
6. Adding new site sections/pages using existing templates;
7. Conduct analytics;
8. Content authoring and/or technical writing on existing pages.

Help Desk Information:

1. The County shall contact Clarity at 312-920-0550 and let the operator know you are reporting an issue in regards to the specific website in question or the County may directly submit a support ticket.
2. Clarity shall work with the County to classify the request, assign severity, and when applicable issue a support ticket.
3. Clarity shall involve pertinent County resources with appropriate Clarity staff to resolve the issue.

Troubleshooting: County staff may be asked the following when contacting Support. This information shall be used to determine issue severity and prioritization:

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

8. Have any troubleshooting steps already been taken?

Please note that Clarity will reasonably focus on full intake for the questions above for medium- and low-priority items; critical- and high-priority items will focus on the most efficient path to resolution.

The Clarity team shall review all support requests and reply with the following relevant level of effort estimate details that shall need approval by authorized County resources prior to completing the requested services:

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

Resolution: After gathering Support information, the Clarity technician shall enter it into the incident log/report along with any relevant files/screenshots. Follow-up and update communication by phone or email shall be disseminated based on the severity of the incident. The Clarity team shall send updates of any open issue tickets to the County resource which submitted the ticket. Summary-level reports shall be available by request. These updates/reports shall include a description of the incident, the severity, and the current status. Once an issue has been closed, a notification shall be emailed to the County resource who submitted the ticket.

Support Service Levels: The Clarity team and the County shall determine the condition of each issue or request and assign a priority level accordingly. The description and associated response times are as follows; ***note that all response times are indicative of issues identified with the application and not hosting***:

1. **Critical:** Complete failure of the system. This includes severe slowdowns of productivity or throughput that are tantamount to a site-down scenario. The Clarity team shall respond by telephone or email within thirty (30) minutes and assign the appropriate resource within one (1) hour. Clarity shall resolve the issue in less than two (2) hours for a complete site down scenario;
2. **High:** Serious failure of software/hardware component, which does not result in complete system failure, but does significantly impact productivity and/or throughput. The Clarity team shall respond by telephone or email within one (1) hour. The Clarity team shall assign resources within one (2) hours. Clarity shall resolve the issue within one (1) business day;
3. **Medium:** Recurrent problem, which affects productivity or the throughput of the system. The Clarity team shall respond by telephone or email within four (4) business hours. The Clarity team shall assign the appropriate resources within twenty-four (24) hours; Communication about expected resolution shall occur within forty-eight (48) hours;
4. **Low:** Cosmetic errors not impacting production, requests for enhancements, or on-demand services. The Clarity team shall respond by telephone or email within twenty-four (24) business hours; The Clarity team shall assign the appropriate resources within forty-eight (48) hours; Communication about expected resolution shall occur within seventy-two (72) hours;

5. **Note:** In the event where issues may be caused by factors external to the Clarity team (such as third-party software, hardware, bandwidth, and customer actions), the Clarity team is unable to guarantee a time to resolution.

Crisis Management Procedure: Crisis management procedure refers to events or incidents that would likely require the restoring of the system, its configuration and/or databases, but may also include website performance issues that may affect productivity. Clarity shall work with County IT staff regarding its backup and recovery plan, and the authorized County staff that shall invoke system and/or data recovery as required. Clarity shall adhere to the following Crisis Management Procedure:

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

Software Version Upgrades and Source Control: The Clarity team plans on utilizing the free and open-source Git as its versioning source control system. The Clarity team shall contact the County when a system software upgrade is available or necessary. County IT and the Clarity team will determine if and when any upgrades are necessary. The system will only be upgraded with written approval from the County.

All project team members who configure, develop and promote code shall do so according to mutually agreed-upon Source Code Management (SCM) guidelines. If additional effort is required to repair or maintain code because non-Clarity parties violated those processes and procedures, the project timeline, scope, and costs will likely be affected.

On-Demand Services: The Clarity team has included the following optional ongoing On-Demand Services during standard business hours M-F 9:00 AM to 5:00 PM CST:

1. Web and mobile application development;
2. Content management system application integrations;
3. Database administration;
4. Search Engine Optimization (SEO);
5. Content strategy;
6. Email newsletter marketing;
7. Content marketing;
8. UX design;
9. Graphic design;
10. Theming;
11. Social media support.

6.7 AWS Managed Hosting

Clarity will partner with Deft, who will provide AWS Managed Hosting services. In addition, Deft will provide ongoing management of in-scope AWS environments for Cook County agencies through its Managed Services offering.

Standard Managed Hosting Services: Inclusions – Deft provides standard managed hosting services within the AWS environment as follows:

- Regular maintenance, which includes:
- Patches
- Monitoring
- Tracking outages
- Capacity planning
- Log/Event review and issue mitigation
- Maintaining backups/snapshots and ensuring they are viable
- Applying operating system patches and service packs
- Account creation and maintenance
- Managing disk space, including provisioning new disks, if necessary
- Monitoring and Issue Management
- Reporting and/or direct access to reporting on the environment
- Deft will provide 24x7x365 monitoring and issue resolution. Some of the items Deft monitors include, but are not limited to:
- Service Availability
- Disk Utilization
- CPU and Memory Utilization
- Overall System Load
- Site Responsiveness
- In case of issues, Deft staff are immediately notified via email and SMS such that issues can be addressed before they become outage-causing problems, when possible.
- Volume restores
- DNS hosting and management services
- Creation and management of AWS accounts and associated billing;
- Standard Monitoring and alerting on AWS services;
- EBS volume provisioning, expansion, and management;
- Configuration of Amazon networking services such as VPC, VPN, Route53, and Security Groups;
- Instance creation/shutdown and life cycle management;
- Act as primary support contact and liaison between Client and Amazon for all Amazon related services hosted by Deft;
- Create and maintain daily snapshots of all Volumes identified as critical;

- Managing Client's reserved instance inventory for cost control and optimization;
- Configure and maintain Route53, S3, CloudFront, and Elastic Load Balancers as needed;
- Basic changes such as DNS and Elastic IP updates;
- Creating and management of any script used to automate, control, or modify the Amazon EC2 environment;
- Continuous integration/continuous deployment support:
- For non-production environments, as specified at initial project scoping/planning stage
- Manage and work around possible Amazon EC2 outages;
- Manage all support related interaction with Amazon Business support.

Standard Managed Hosting Services: Exclusions – Deft provides on-demand professional services within the AWS environment as follows:

- Continuous integration/continuous deployment support as specified after initial scoping/planning
- Application patching and management
- Advanced DevOps consulting
- New environment planning and implementation
- Addition of applications to existing or new environments
- Material application changes within AWS environments
- Training of customer staff
- DDoS mitigation
- Strategic consulting

6.8 Transition Services

Clarity anticipates an expected set of tasks to transition to a new vendor at the conclusion of this contract. We have specifically proposed to provide the following exit transition services:

- Documentation for the next anticipated procurement (if we are fortunate enough to win this bid);
- An overall project transition plan;
- Documentation for the new vendor, for each agency;
- Environment reviews with the new vendor, for each agency;
- Git training and code reviews with the new vendor, for each agency;
- On-call support for the first month of transition.

7 Security and Compliance

7.1 Personnel Security

Clarity conducts pre-employments screenings. Hiring is conditional upon a favorable criminal background check and previous employment screening conducted by a third party. All employees agree to be subject to drug and alcohol testing.

Clarity uses a third-party vendor to conduct thorough background checks on all US and Non-US employees. Background checks include searches such as Federal/State/Local Civil and Criminal, 7-year Felony & Misdemeanor, Driver's records, Education and Employment verifications, OFAC, SSN trace, Sex Offender and Office of Inspector General (OIG).

Employees are trained annually on Information Security policies and procedures.

7.2 Coding Best Practices

In order to protect the County's websites and data, Clarity will continually monitor the system for potential security flaws at the core and contributed module levels. If any security flaw potentially affects the County sites, the Clarity team will notify the designated County personnel. While this system will provide alerts for newly discovered security threats, Clarity will continue to support the following additional steps to provide defense against common security issues.

7.2.1 Restricted Administrative Access

Additional security measures will enable the County to more tightly control appropriate staff access to the administration of website content. Measures include items already in place, such as SSL-protected administrative tools. Additional measures, such as more granular roles and permissions for administrative users can be implemented at the County's request.

7.2.2 Securing User Data

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

1. Limit the storage of sensitive or non-essential user data
2. Unless necessary, any stored user information will be limited to those who need administrative capabilities. This approach favors the use of 3rd-party providers for such things as email-newsletter sign-ups, so that excess user-data is not stored within the system

7.2.3 Drupal Project Security

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

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

7.2.4 Development and Configuration Practices

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

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

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

7.2.5 Contributed Drupal Modules

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

7.2.6 Custom Drupal Modules

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

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

7.2.7 Code-driven Development

Drupal allows for a mix of both content and configuration to be stored in the CMS database. Clarity will, when possible and practical, adhere to a code-driven development approach to minimize the effort required to make changes to the site within the administration interface.

7.2.8 Source Code Control

The Clarity team will utilize Git for source code management. Developers and authorized County staff will have access to the Git repository for the project. The source code for the project will only be accessible over SSH between the development environment and the Git repository.

7.2.9 Amazon Web Services (AWS) Datacenter Security

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

8 Project Assumptions

The following are the project assumptions are included in developing the scope of work and payment schedule.

1. **Business Hours** – All business will be conducted during normal County business hours unless a specific exception is required.
2. **Workspace and Other Resources** – The County will provide appropriate workspace, network and printer access, and other reasonable accommodations if/when Clarity team resources work on site.
3. **County Project Manager** – The County will assign an employee to serve as its internal project manager. This person shall serve as the Clarity team's main point of contact throughout the projects and shall work with the Clarity team to align County resources and resolve issues in order to maintain the project schedule.
4. **Resource Availability** – Appropriate County user representative resources will be identified and scheduled for relevant work activities by the County project manager prior to or coincident with the requisite task necessary to complete all items as outlined in the negotiated project plan. County personnel will be available for quick turnaround on information requests, meetings, and other reasonable needs of the Clarity team to accomplish the project goals in an efficient and effective manner.
5. **Subject Matter Expert Availability** – Participation by the County technical and functional experts and users are required to ensure that the solutions meet the needs of the County

agencies. The participants should represent County experts that are able to contribute to the refinement of the solution analysis, requirements, and design.

6. **Supporting Materials** – On a timely basis, the County will provide all requested materials and information necessary for project delivery throughout the Project.
7. **Timely Review and Approval of Deliverables** – Relevant County personnel involved in this project will be available for all reviews and approvals as required for completion of this project on agreed upon review dates. The County will provide the Clarity team with written deliverable approval, or acceptance variances, within the timeframe outlined for each task.
8. **Status Meeting Availability –** Appropriate County personnel will be available for regular status meetings.
9. **Delivery Dates** – The actual project delivery dates will be mutually determined by Clarity and the County and take into account the actual project start date.
10. **Timely Performance of Project Responsibilities** – The County and Clarity personnel will perform their project responsibilities in a timely manner and in accordance with the mutually agreed upon project plan. County personnel will be available for quick turnaround on business process inquiries, meeting scheduling, and other reasonable requests from the Clarity team.
11. **Scope Changes** – In the event of a change in scope or delay caused by the County, Clarity will discuss the impact with the County before proceeding. Any significant material change to the project scope or material delay caused by the County will be escalated to County management and may result in a change order for an increase in project cost and/or schedule change.
12. **IT Support** – The County will provide the Clarity team with reasonable and necessary IT support in order to complete the agreed upon deliverables as described in this proposal.
13. **Scope –** Any service or deliverable not described in this proposal will be considered out of scope.
14. **County Input Responsibility –** The County will provide all documentation of existing requirements, designs, and constraints at the start of the project in .DOC, .TXT, or .RTF format.
15. **Media Assets –** The Clarity team is not responsible for photography and videography for the County site. The County is responsible for providing all media (e.g., photo, video, logos, etc.) content to be published on the website in a standard web-ready format.
16. **Documentation –** The County will provide documentation of all existing requirements, business rules, designs, and constraints at the start of the project.
17. **Data –** All website data, including backups and copies thereof, will remain the sole property of the County. All data will be treated as the County's confidential information.
18. **Security –** Clarity will follow standard best practices for application security. If there are higher security requirements needed (i.e., HIPAA, HITECH or PCI), Clarity will partner with the County to adjust the scope as needed.
19. **Additional Fees –** Any software licensing or subscription fees, including hosting options, not outlined in this proposal are assumed to be the County's responsibility.

20. **Hosting Support Budget** – This scope and budget assumes hosting costs based on current traffic patterns. If traffic significantly exceeds current patterns, the County is obligated to remunerate Clarity for the additional hosting costs incurred.
21. **CMS –** This scope assumes an implementation using the Drupal or WordPress Content Management Systems.
22. **Deliverables –** This scope assumes a basic website design implementation, with deliverables as outlined above in Section 5 Project Deliverables.
23. **Platform Upgrades–** This assumes that both Cook County and Cook County Clerk have been upgraded to Drupal 9 prior to the commencement of this contract. Cook County will have been migrated to the Acquia platform.
24. **Upgrade Projects–** The upgrade projects for BOR, PDO, EMRS, and SAO assume the use of the previously established Acquia Site Factory base content types.
25. **Optional Project Tasks–** Each task assumes two (2) rounds of revisions.
26. **Content Migration –** Content migration estimate provided. Content migration will be best effort but will require client editorial review. This scope assumes two production content migrations; if additional migrations are needed, additional scope may be required.
27. **Browser Support –** Browser support anticipated for Chrome, Firefox, Safari, and Edge. Supported versions are limited to the current version and the one immediately prior. Viewing is expected using a default zoom level (100%) for the device/browser the site is loaded on. Note that some variation is to be expected between different browsers and different operating systems; fidelity to the original design will therefore not be exact to the pixel.
28. **Responsive Design –** This scope assumes mobile support through responsive design. This scope assumes that designing for a responsive site is done as part of this overall effort, and not considered separately at the end of the project. This scope assumes three adaptations:
    a. Small grid (smartphone)
    b. Medium grid (tablet)
    c. Large grid (desktop)

    Specific breakpoints will be determined by the chosen design. It is assumed that the base responsive theme will be an established framework, and that the smaller grids will be a percentage of the larger grid rather than pixel-based width choices.
29. **Warranty –** After the launch of any new website, the County will enter its 30-day warranty period where anything that breaks is Clarity's responsibility. After the 30-day warranty period ends, all break fix work will be performed on an hourly rate basis.

9 Payment and Pricing

9.1 Payment

Invoices must conform to the terms set forth in Article 5, Section (b) of the Professional Services Agreement. No Clarity travel expenses are anticipated or incorporated into the pricing. Clarity will submit invoices on a monthly basis for services rendered during that month.

9.1.1 Managed Hosting

Hosting Services shall be priced on an actual use basis plus the AWS managed service rate which is calculated at 35% of AWS spend. The table below is our estimated pricing by department for hosting services.

Item	Cost per Unit	Quantity	Total Cost	Notes
Estimated Monthly Hosting and Professional Services for Cook County Government (including SAO, PDO, BOR, EMRS)	$5,900.00	24	$141,600.00	Cost per Unit is estimated monthly spend; Total Cost indicates estimated cost over 2 years, on the assumption that all sites will have been migrated to Acquia at that point.
Estimated Monthly Hosting and Professional Services for Cook County Clerk's Office	$16,700.00	60	$1,002,000.00	Cost per Unit is estimated monthly spend; Total Cost indicates estimated cost over the life of the 5-year term.
Estimated Monthly Hosting and Professional Services for Cook County Assessor's Office	$7,700.00	60	$462,000.00	Cost per Unit is estimated monthly spend; Total Cost indicates estimated cost over the life of the 5-year term.
Additional Proof of Concept Environments for Cook County	$500.00	120	$60,000.00	Cost per Unit is estimated monthly spend; Assumes 2 POC environments per year; Total Cost indicates estimated cost over the life of the 5-year term.
Google MLTranslate License and Support for Cook County Clerk's Office	$34,000.00	1	$170,000.00	Cost per Unit is annual spend; Total Cost indicates estimated cost over the life of the 5-year term.
Total			**$1,835,600**	

9.1.2 Development Services

The following table outlines the estimated cost of Development Services.

Item	Annual Estimate	Quantity	Total Estimate
Cook County Government 5 year Mini-Project Plan	$120,000.00	5	$600,000.00
Cook County State's Attorney Project Tasks	$39,592.50	2	$79,185.00
Cook County Board of Review Project Tasks	$39,592.50	2	$79,185.00
Cook County Public Defender Project Tasks	$39,592.50	2	$79,185.00
Cook County Department of Emergency Management and Regional Security Project Tasks	$39,592.50	2	$79,185.00
Cook County Assessor 5 year Mini-Project Plan	$120,000.00	5	$600,000.00
Cook County Clerk 5 year Mini-Project Plan and Election Support	$350,000.00	5	$1,750,000.00
Total			**$3,266,740.00**

All Development Services will be provided on a time and materials basis in accordance with the hourly rates outlined in Section 9.4 Rate Card below.

9.1.3 Drupal Upgrade-Migration

The following table outlines the estimated Drupal Upgrade-Migration costs.

Item	Project Phase	Estimated Phase Cost	Total Estimate
Board of Review	Discovery & Definition	$2,295.00	$140,256.00
	Requirements Gathering & Design	$14,940.00	
	Configuration, Development, Integration & Testing	$68,800.00	
	UAT, Knowledge Transfer & Deployment	$20,796.00	
	Maintenance, Enhancements, Transition & Closeout	$1,925.00	
	Project Management Methodology	$31,500.00	
Public Defender	Discovery & Definition	$2,295.00	$140,256.00
	Requirements Gathering & Design	$14,940.00	
	Configuration, Development, Integration & Testing	$68,800.00	
	UAT, Knowledge Transfer & Deployment	$20,796.00	
	Maintenance, Enhancements, Transition & Closeout	$1,925.00	
	Project Management Methodology	$31,500.00	
Emergency Management	Discovery & Definition	$2,295.00	$140,256.00
	Requirements Gathering & Design	$14,940.00	
	Configuration, Development, Integration & Testing	$68,800.00	
	UAT, Knowledge Transfer & Deployment	$20,796.00	
	Maintenance, Enhancements, Transition & Closeout	$1,925.00	

Item	Project Phase	Estimated Phase Cost	Total Estimate
	Project Management Methodology	$31,500.00	
Total			**$420,768.00**

Services will be provided on a time and materials basis in accordance with the hourly rates outlined in Section 9.4 Rate Card below.

9.1.4 State's Attorney's Office Website

The following table outlines the estimated cost of the State's Attorney's Office Website.

Project Phase	Estimated Cost
Discovery & Definition	$2,295.00
Requirements Gathering & Design	$38,835.00
Configuration, Development, Integration & Testing	$68,800.00
UAT, Knowledge Transfer & Deployment	$20,796.00
Maintenance, Enhancements, Transition & Closeout	$1,925.00
Project Management Methodology	$38,500.00
Total	**$171,151.00**

Services will be provided on a time and materials basis in accordance with the hourly rates outlined in Section 9.4 Rate Card below.

9.1.5 Account Support

The following table outlines the estimated cost of Account Support Services.

Item	Annual Estimate	Quantity	Total Estimate
Cook County Government 5-year Maintenance Plan	$82,600.00	5	$413,000.00
Cook County State's Attorney 5-year Maintenance Plan	$80,500.00	5	$402,500.00
Cook County Board of Review 5-year Maintenance Plan	$76,125.00	5	$380,625.00
Cook County Public Defender 5-year Maintenance Plan	$78,400.00	5	$392,000.00
Cook County Department of Emergency Management and Regional Security 5-year Maintenance Plan	$84,525.00	5	$422,625.00
Cook County Assessor 5 year Mini-Project Plan	$259,350.00	5	$1,296,750.00
Cook County Clerk 5-year Maintenance Plan	$86,975.00	5	$434,875.00
Total			**$3,742,375.00**

Maintenance, Support and Enhancement Services will be provided on a time and materials basis in accordance with the hourly rates outlined in Section 9.4 Rate Card below.

9.1.6 Transition

The following table outlines the estimated cost of Transition Services.

Project Phase	Estimated Cost
Documents for Next Procurement	$5,660.00
Project Transition Plan	$5,200.00
Documentation	$7,720.00
Environment Reviews	$2,200.00
Git Training / Reviews (7 Sessions, 2hrs each)	$9,310.00
On-Call, First Month (8hrs each)	$5,320.00
Total	**$35,410.00**

Transition Services will be provided on a time and materials basis in accordance with the hourly rates outlined in Section 9.4 Rate Card below.

9.2 Pricing Summary

The following table outlines the overall pricing for the SOW.

#	Item	Fees
1	Managed Hosting	$1,835,600.00
2	Development Services	$3,266,740.00
3	Drupal Upgrade-Migration	$420,768.00
4	SAO Website	$171,151.00
5	Account Support	$3,742,375.00
6	Transition	$35,410.00
7	CCG Main Public Site Redesign - Optional Services	$400,000
8	BOT - Optional Services	$500,000
	Total	**$10,372,044.00**

The pricing spreadsheet only called for hourly rates based on the County's pre-determined Account Support hours for each agency, but we know there is more work to be done for these sites/departments, especially for CCAO and the Clerk's Office. We have added in the amounts from our optional price proposal as Development Services to provide the contract with the spending authority should these services be desired via this contract vehicle. Note that we are submitting our conservative estimates for CCAO and the Clerk's Office.

9.3 Estimated Payment Schedule by Contract Year

The following is the implementation Services Payment Schedule by year. **Dates are subject to change pending final execution of the agreement.**

#	Item	Year 1 Dec. 2021 to Nov. 2022	Year 2 Dec. 2022 to Nov. 2023	Year 3 Dec. 2023 to Nov. 2024	Year 4 Dec. 2024 to Nov. 2025	Year 5 Dec. 2025 to Nov. 2026	Total
1	AWS Managed Hosting	$409,600.00	$409,600.00	$338,800.00	$338,800.00	$338,800.00	$1,835,600.00
2	Development Services	$748,370.00	$748,370.00	$590,000.00	$590,000.00	$590,000.00	$3,266,740.00
3	Drupal Upgrade Migration	$210,384.00	$210,384.00	$0.00	$0.00	$0.00	$420,768.00
4	SAO Website	$85,575.50	$85,575.50	$0.00	$0.00	$0.00	$171,151.00
5	Account Support	$748,475.00	$748,475.00	$748,475.00	$748,475.00	$748,475.00	$3,742,375.00
6	Transition	$0.00	$0.00	$0.00	$0.00	$35,410.00	$35,410.00
7	Optional Services						$900,000.00
	Total	**$2,202,404.50**	**$2,202,404.50**	**$1,677,275.00**	**$1,677,275.00**	**$2,612,685.00**	**$10,372,044.00**

The pricing spreadsheet only called for hourly rates based on the County's pre-determined Account Support hours for each agency, but we know there is more work to be done for these sites/departments, especially for CCAO and the Clerk's Office. We have added in the amounts from our optional price proposal as Development Services to provide the contract with the spending authority should these services be desired via this contract vehicle. Note that we are submitting our conservative estimates for CCAO and the Clerk's Office.

9.4 Rate Card

The following hourly labor rate card will be applied for all professional services.

Role	Hourly Rate
Senior Project Manager	$175.00
Project Manager	$160.00
Content Strategist	$135.00
Business Analyst and Quality Assurance	$125.00
Migration Specialist	$100.00
CMS Solution Architect	$175.00
Front-End Developer	$140.00
Visual Designer	$140.00
AWS Architect	$175.00 – 250.00*
Database Administrator	$150.00
Solution Architect	$175.00
Senior Database Administrator	$175.00
Senior Business Analyst	$145.00
Subject Matter Expert	$150.00 – 250.00*

*Note: Exact rate to be determined in writing prior to the start of any work efforts.	

10 Appendix 1: Project Change Process

Any change in scope of the project as described in the Statement of Work, or changes that would affect the scope, timeline, resources or cost would be processed using this Project Change Request process.

The Project Change Request (PCR) contains a description of the desired change, the business reason for the change, alternatives to the desired change, and estimates of resources, time, and/or cost to incorporate the change as well as any other pertinent information. This will allow the County to make a decision whether to approve and incorporate the change into the project or not.

- A Project Change Request (PCR) will be the vehicle for communicating change. The Cook County PM will provide standard templates to complete for change order requests. Clarity will complete the PCR. The PCR must describe the change, the rationale for the change, and the effect the change will have on the project. It will also include the scope of the change, a description of the activities to be completed as part of the project change request, an outline of the responsibilities of the parties involved and the estimated level of effort (and cost) to complete.
- Designated County representatives shall be authorized on behalf of the County to approve Change Orders that do not increase the cost of the Project or delay the completion of the Project.
- If a change request has an impact on budget or schedule, it will be presented to the County for approval. The County will determine whether the benefits of the proposed change merit the investment, and whether they are willing to provide additional funding. Resolution (acceptance or rejection) of the PCR will be documented.
- If approved, a written Project Change Request (PCR) will be signed by both Clarity Partners and the County's Project Manager to authorize implementation of the requested change.
- Approved Project Change Requests will be incorporated into the project work plan and assigned to the appropriate resources.
- Upon receiving an approved Change Order, Clarity Partners shall promptly commence performing the Services described in the Change Order.
- If rejected, the PCR is void, and Clarity will not complete the scoped work.

11 Appendix 2: Deliverable Acceptance

All completed project deliverables will be reviewed by the Clarity Partners Project Manager and uploaded to the designated project repository/network folder. The Clarity Partners Project Manager shall notify the County Project Manager and submit a Deliverable Acceptance Certificate.

Upon Clarity Partners' submission of a completed Deliverable, the County shall review the Deliverable and approve it, or notify Clarity Partners of the discrepancies and errors found in the Deliverable, within five (5) consecutive business days, unless otherwise mutually agreed to in writing by the Project Managers of both parties.

If the County requires revisions to the submitted deliverables, all the required changes shall be collected and consolidated by the County Project Manager into one document and provided to Clarity Partners by Project Manager within the stipulated time period. Clarity Partners shall then revise the Deliverable or satisfactorily explain the reasons for Accepting the Deliverable "as is". Upon receipt of the revised Deliverable or receiving a satisfactory explanation for the deficiencies identified, the County Project Manager will verify that the changes were incorporated after the Deliverable has been re-tested, and accept the deliverable within three (3) consecutive business days after re-test. There shall be no new revisions requested for the Deliverable other than those identified previously in the first round unless Clarity has not delivered on the agreed requirements and acceptance criteria.

In the event that neither approval nor feedback from the County is received in writing within the stipulated time period, such Deliverable shall be deemed accepted at the end of such applicable period.

Exhibit 2
Project Change Order Process

Appendix 1: Project Change Order Process

Any change in scope of the project as described in the Statement of Work, or changes that would affect the scope, timeline, resources or cost would be processed using this Project Change Request process. This would include

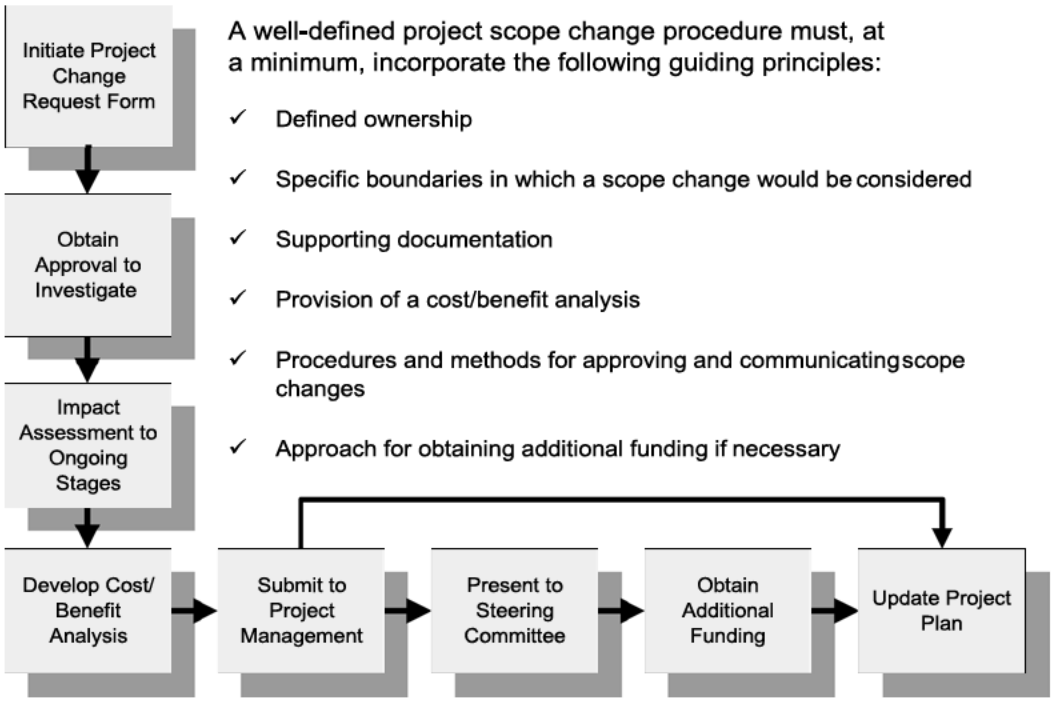
- Customizations
- Extensions
- Amendments
- Additional Reporting
- Other Changes

For each customization and extension that gets approved, the following will be provided:

- Functional Design
- Technical Design
- Test Scripts

The PCR contains a description of the desired change, the business reason for the change, alternatives to the desired change, and estimates of resources, time, and/or cost to incorporate the change as well as any other pertinent information. This will allow the County to make a decision whether to approve and incorporate the change into the project or not.

The framework for the change control process is illustrated in the following diagram.



- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the

project. It will also include the scope of the change, a description of the activities to be completed as part of the project change request, an outline of the responsibilities of the parties involved and the estimated level of effort (and cost) to complete.

- The County's CIO or appointed representative shall be authorized on behalf of the County to approve Change Orders that do not increase the cost of the Project or delay the completion of the Project.
- If a change request has an impact on budget or schedule, it will be presented to County's steering committee for approval. The steering committee will determine whether the benefits of the proposed change merit the investment, and whether they are willing to provide additional funding. Resolution (acceptance or rejection) of the PCR will be documented on the PCR in the Resolution section.
- If approved, a written Project Change Request (PCR) will be signed by both the vendor and the County's Project Managers to authorize implementation of the requested change.
- Approved Project Change Requests will be incorporated into the project work plan and assigned to the appropriate resources.
- Upon receiving an approved Change Order, the vendor shall promptly commence performing the Services described in the Change Order.

The following is the template to be used for Project Change Order Process:

Requestor : *<name of person requesting change>*	**Request Date :** *<Enter Date>*
Change # : *<Reference for CC Master List>*	**Target Release:** *<Enter Date>*
Priority : *<Indicate high, low or medium Priority>*	
Functional Area:	
Description of Change: *<This section may be a cross-reference to a spec but a summary should nevertheless be contained here>*	
Reason for Change:	
Impact if not implemented:	
Alternative Solutions: *<State if alternate solutions were considered>*	

Recommendation Solution: *<State the proposed solution with reason for choosing the same>*

Schedule Impact:			
Milestone/Task	**Orig. Date**	**New Date**	**Change**
Resource impact			
Cost Impact • **Documentation** • **Development** • **Testing**			

Approvals:			
Name	**Title**	**Initials**	**Date Approved**

Exhibit 3
Certificate of Insurance

CLARPAR-01 MJUAREZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/15/2021

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

PRODUCER Launchways 5401 W Lawrence Avenue PO Box 300417 Chicago, IL 60630	CONTACT NAME: PHONE (A/C, No, Ext): (312) 867-1100 FAX (A/C, No): (773) 409-5033 E-MAIL ADDRESS: certificates@launchways.com
INSURED Clarity Partners, LLC 20 N Clark St #3600 Chicago, IL 60602	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Twin City Fire Insurance Company — 29459 INSURER B : Rated by Mutliple Companies — 00914 INSURER C : Hartford Fire Insurance Company — 19682 INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			83SBAAD5652	7/15/2021	7/15/2022	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			83SBAAD5652	7/15/2021	7/15/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			83SBAAD5652	7/15/2021	7/15/2022	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		83WECAD4T8B	7/15/2021	7/15/2022	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Tech E&O/Cyber Liab			83TE0338483	7/15/2021	7/15/2022	Limit	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Cook County, its officials, employees and agents as additional insureds with respect to operations performed on a primary and non-contributory basis with any insurance maintained by Cook County.;

CERTIFICATE HOLDER

Cook County
Office of the Chief Procurement Officer
118 N. Clark Street
Room #1018
Chicago, IL 60602

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Timothy Taylor

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Exhibit 4
Cook County Travel Policy



Cook County Travel and Business Expenses Policy and Procedures

Adopted: FY 2017

Cook County Travel and Business Expenses Policy and Procedures

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INTRODUCTION

The County of Cook ("County") has a fiduciary responsibility to ensure County resources are used responsibly and that individuals do not incur inappropriate or excessive expenses, or gain financially from the County. As such, all persons who travel on behalf of the County are fiscally responsible and accountable for all County expenditures.

The purpose of the County's travel and business expense policy and procedures is to provide guidelines for payment of authorized travel expenses in an efficient, cost effective manner, and to enable County travelers to successfully execute their local and non-local travel requirements at the lowest reasonable costs, resulting in the best value for the County.

All official travel should be prudently planned so that the County's best interests are served at the most reasonable cost. Anyone traveling on County business is expected to exercise the same economy that a practical person would exercise when traveling on personal business.

Excessive costs or unjustifiable costs are not acceptable and will not be reimbursed. The individual requesting reimbursement is responsible for insuring that his/her expense and related reimbursement request complies with all applicable policies, is properly authorized, and is supported with necessary receipts and documentation.

Supervisors and department heads are accountable for use of County funds and must verify that all travel is budgeted and expenditures are charged to the proper account(s).

These guidelines and procedures described in this policy may not cover every possible situation. Travelers should contact supervisors and/or department heads for clarification as needed.

APPLICABILITY

The Cook County Travel and Business Expense Policy and Procedures, and all associated requirements, applies to all County employees and all County officials, whether elected or appointed, who incur travel or business expenses while conducting official business on behalf of the County.

GENERAL PRINCIPLES AND REQUIREMENTS

The County reimburses authorized travelers for reasonable and necessary expenses incurred in connection with approved travel on its behalf.

A necessary expense is one for which there exists a clear business purpose and is within the County's expense policy limitations. A clear business purpose contains all information necessary to substantiate the expenditure including a list of attendees, if appropriate, and their

purpose for attending, business topics discussed, or how the expenditure benefited the County.

Each county bureau and department is charged with the responsibility for determining the necessity, available resources and justification for the need and the method of travel.

All employees and supervisory staff should keep the following key points in mind when planning and/or approving travel on behalf of the County:

i. All official travel should be planned so that the best interests of the County are served at the most reasonable cost;
ii. All official travel shall be by the most economical mode of transportation available considering travel time, cost and work requirements;
iii. Most travel must be authorized in advance by the traveler's department head;
iv. Each department head is responsible for ensuring that all travel on behalf of the County complies with all applicable travel regulations;
v. Employees must be authorized to commit the County's resources, and are subject to disciplinary action up to and including the termination of employment if proper authorization is not obtained;
vi. All travel authorizations must be documented by the process established within each bureau or department as to how prior authorization for travel will be documented, e.g., travel request form, email;
vii. Under no circumstances should an individual approve his/her own expense report.
viii. Travel related costs shall not be reimbursed from petty cash funds; and
ix. The County will not reimburse personal expenses.

LOCAL TRAVEL

Definitions

"Local travel" means travel that is performed for official purposes in and around the employee's primary work location and does not entitle the traveler to lodging, meals or other travel related allowances.

"Primary work location" means the worksite to which the employee is assigned and reports to when not performing local travel.

Authorized Modes of Transportation for Local Travel

Authorized modes of local transportation for conducting local official County business in preferred order are:

i. Public transportation, i.e., CTA, Pace, Metra
ii. County-owned vehicles, i.e., Shared Fleet or ZipCar;
iii. Taxicabs and ride sharing services; and
iv. Personally owned vehicle.

Local Travel Requirements

Preferred Method of Travel

Public transportation is the preferred method of local travel. However, it is recognized that there are times when this mode of transportation may not be feasible due to location, timing, equipment/materials, and/or security reasons. In such cases, the use of a County-owned or personally owned vehicle ("POV") for local travel may be approved by a department head. Use of a POV for local travel may not be approved solely to accommodate the traveler's personal comfort or convenience.

County-owned vehicles

The following requirements apply to local travel by means of a County-owned vehicle:

i. The department head has determined public transportation is not feasible or practical.
ii. County owned vehicles are to be used only for County business. The use of County-owned vehicles for personal use is prohibited.
iii. Employees must follow the Vehicle Policy Ordinance, and any other rules, regulations or other applicable requirements adopted by the Cook County Board of Commissioners or the Vehicle Steering Committee.

Personally Owned Vehicles

The following requirements apply to the use of a POV for local travel:

i. County employees, with the prior written permission of their department head, may use their POV to conduct official County business. Department heads shall only approve the use of POV for County business when it is in the best interest of the County to do so.
ii. POV use is in the County's best interest when it is the least expensive option or the employee's department head determines in writing that a less expensive mode of transportation is clearly not feasible or practical.
iii. Each bureau (or equivalent operating unit) is responsible for developing a process for approving and documenting the use of a POV for official travel.

A copy of the department head's written approval for each instance of POV use must accompany each request for POV mileage reimbursement and related expenses.

Reimbursement for Local Travel by Public Transportation

Mass Transit and Metra

Local official travel via mass transit, e.g., CTA, PACE, Metra, may be reimbursed as a transportation expense. A receipt is required for reimbursement.

Taxicabs
Employees may utilize a taxicab if advantageous to the County and necessary for urgent business. Reimbursement is limited to the metered fare. Tipping is at the traveler's expense and not reimbursable. A receipt is required for reimbursement.

Uber/Lyft, etc.
Employees may utilize Uber or a similar service if advantageous to the County and necessary for urgent business. In such cases, an employee may only use the service's lowest-cost option, e.g., Uber X. Reimbursement for Uber and similar ride services is limited to the actual cost of the trip. A receipt is required for reimbursement.

Reimbursement for Local Travel by POV

Reimbursement for POV mileage shall be subject to the following terms and conditions:

i. An employee shall not be reimbursed for commuting mileage, i.e., the distance between the employee's residence and the employee' primary work location.
ii. When approved local travel starts and terminates at the employee's primary work location, only the most direct route mileage (using the TEVS mileage calculator) from the primary work location to the site(s) visited and back to the primary work location will be reimbursed. In the event the employee's work day ends at a site, the mileage from the last site to residence shall not be reimbursed.
iii. An employee driving a POV may start and terminate the field assignment at her/his home or official workstation, at the discretion of the department head, provided that where the assignment starts and/or terminates at the employee's home, mileage from residence to first location and last location to residence is deemed commuting mileage and shall not be reimbursed.
iv. The number of County business miles driven per month will be compensated at the standard IRS deduction rate for business related transportation currently in effect and authorized by the Bureau of Administration. IRS mileage rates adjusted midyear will not be made retroactive. The IRS per-mile rate covers the total cost of operating a POV for local travel or transportation away from home, including such items as gasoline, oil, maintenance, repairs, etc.
v. Any travel voucher for POV reimbursement that does not include a copy of the prior authorization for POV travel shall not be processed for payment.

Parking and Tolls

Employees can be reimbursed for parking and toll expenses when using a County owned vehicle or POV for County business. Parking and tolls shall be allowed for reimbursement if items are

supported by receipts.

Local Travel Reimbursement

Local travel expenses are reimbursed by means of a Travel Expense Voucher (TEV) on the Transportation Expense Voucher System (TEVS). A sample TEV is attached at Appendix 1.

All requests for local travel reimbursement must be generated from the TEVS. The Comptroller's Office will not accept handwritten vouchers.

Employees are required to utilize the TEVS for all mileage reimbursement and other transportation expenses associated with local travel including tolls and parking. TEVS automatically calculates the distance for the most direct route between the two points of travel.

All TEV expenses for parking, tolls, taxi, and public transportation costs shall be supported by receipts for all items, individually.

TEVs prepared through the TEVS must be prepared and signed by the employee who has incurred the expense and signed by his/her department head (or a designated representative). The original local travel voucher shall be submitted to the Comptroller's Office and a copy should be retained by the employee and by the department. Falsification of a TEV is considered a major cause infraction subject to disciplinary action up to and including discharge.

The traveler submitting the TEV is personally responsible for its accuracy and propriety. Local travel trip details are to be entered immediately following travel to eliminate possibility of errors. The TEV must be completed in its entirety.

Approval and Submission of Local Transportation Expense Voucher

In order to be eligible for local travel reimbursement, the employee must submit the TEV by no later than the 20th day of the month following the month in which the travel expense was incurred, unless the failure to submit a voucher within the 20 day period is due to extraordinary circumstances.

The local transportation expense voucher shall then be reviewed and approved by the traveler's department head (or a designated representative), or bureau chief (or equivalent) in the case of a department head, whose signature will represent his or her representation that he or she has reviewed the voucher and that the information contained on the voucher is complete and accurate.

Upon approving a TEV, a supervisor and department head (or a designated representative) are certifying:

i. Appropriateness of the expenditure and reasonableness of the amount;
ii. Availability of funds;
iii. Compliance with applicable reimbursement policies; and

iv. Completeness and accuracy of documentation.

A department must submit the TEV to the Comptroller's Office via TEVS by no later than the 60th day after the end of the month in which the travel expense was incurred. An employee who submits a voucher within the 20-day submission period will not be denied reimbursement for failure of his/her department to timely submit the voucher to the Comptroller's office. A copy of the TEV shall be retained by the department.

Any TEV not prepared in accordance with these regulations, including the proper signatures, will be returned to the originator for corrections.

A request for reimbursement of an expense that does not comply with these guidelines may be denied and treated as a personal expense to the traveler and shall be deducted from the reimbursement due the traveler.

NON-LOCAL TRAVEL

The following is not intended to cover routine local travel related to the performance of regular job duties and applies only to official travel that requires an overnight stay.

Before planning non-local travel to attend conferences, meetings, seminars or training sessions, every effort should be made to identify local options for comparable conferences, meetings, seminars or training sessions.

Travelers must verify that planned travel is eligible for reimbursement before making travel arrangements.

Non-local travel connected to and/or funded by a grant (or contract) must be made in accordance with the funding agency's travel requirements. Reimbursement is made at whichever rate is lower, the County's rate or the rate set out in the grant (or contract).

Reasons for Non-Local Travel

The County recognizes the following activities as appropriate for non-local travel purposes:

i. Delivery of legislative testimony:
ii. As a stipulation or condition of grant funding or otherwise required for County or federal certification.
iii. Presentation on behalf of the County at a conference or seminar.
iv. Financial or tax audit.
v. Site visits or operational evaluations related to departmental improvement efforts.
vi. Court proceedings or case preparation.
vii. Law enforcement related investigations.
viii. Attendance at conferences, meetings, seminars or training sessions for which: the topic is of critical interest to the County; representation at the event is in the best interest of the County, and the topic is related to an employee's

professional development.

Non-local travel for any other purpose(s) requires the prior written approval of the traveler's bureau chief (or equivalent).

Limits on Participants

Attendance at conferences, meetings, seminars or training sessions held outside the Chicago Metropolitan Area is limited to two employees unless otherwise approved by the travelers' bureau chief (or equivalent). (The Chicago Metropolitan Area is comprised of Cook County, DuPage County, Kane County, Kendall County, Lake County, McHenry County and Will County.)

Non-Local Travel Approval Procedure

If the County has contracted with a travel management company, all travel arrangements are required to be secured through the County's designated travel management company.

If the County has not contracted with a travel management company, travel arrangements are the responsibility of the traveler(s). In such cases, all travel should be by means of the most direct route and the least costly alternative consistent with the itinerary.

All travel outside the Chicago Metropolitan Area requires bureau chief (or equivalent) approval. A completed Travel Request Form ("TRF") must be approved by the traveler's department head and submitted to the bureau chief (or equivalent) as far in advance as possible, but no later than ten (10) business days prior to the date of non-local travel. A sample TRF is attached at Appendix 2.

Supporting documentation should be attached to the TRF. Supporting documentation includes, but is not limited to:

a. A cover memo from the department head justifying the benefit to the County that will result in the employee attending the conference, meeting, or training, etc.;

b. An agenda; and

c. The estimated travel cost (obtained either from the travel management company or prepared by the traveler, as the case may be).

The County is not obligated to reimburse employees for non-local travel expenses that do not comply with the applicable travel requirements or those not previously approved by the traveler's bureau chief (or equivalent).

All expenses incurred during non-local travel are to be charged to the 190 account.

Non-local travel paid by a third party must adhere to these travel guidelines and the County's Ethic's rules.

Non-local travel shall not be reimbursed from petty cash funds.

Travel Outside the Continental United States (U.S.)

All requests for travel outside the continental U.S. must be submitted to the traveler's executive department head, i.e., the chief administrative officer responsible for the policy and administration of the traveler's department, as far in advance as possible, but not later than fifteen (15) business days prior to travel. The executive department head will seek approval from the President's chief of staff or the chief of staff of the elected official for whom the employee works, as the case may be, and will notify the department of approval or denial.

Travelers should convert all foreign expenses to U.S. currency prior to submitting a Travel Reimbursement Voucher. Official documentation of the exchange rate at the time of travel (i.e., bank receipt) must accompany all original receipts.

Reimbursable Non-Local Travel Expenses

County-owned vehicles.

Employees traveling on County business in a County-owned vehicle are entitled to reimbursement for any out of pocket gas expenditures, parking and toll expenses but not mileage reimbursement. Original receipts must be provided for all expenses.

Employees are responsible for all fines related to parking or moving violations issued while traveling on County business.

Personal Vehicles

Employees may use personal automobiles for non-local business travel within a 300-mile radius of Chicago.

Employees will be reimbursed at the IRS mileage rate, but in no event will the reimbursement exceed the cost of lowest available round trip coach airfare.

Mileage reimbursement includes full reimbursement for the cost of gas and general maintenance.

Parking and toll expenses will be reimbursed separately with original receipts.

Employee must carry liability and property damage insurance for business use of his or her vehicle and submit a copy of these insurance policies to the appropriate personnel within his or her department. The employee's personal insurance is primary in the event of an accident.

Employees are responsible for all fines related to parking or moving violations issued while traveling on County business. Absolutely no exceptions will be made.

Note: Travelers are advised to refer to the County Vehicle Policy Ordinance for other rules and regulations regarding the use of county-owned and personal vehicles.

Car Rental

Car rental will not be approved for travel within the Chicago Metropolitan Area. County Shared Fleet or ZipCar programs should be reserved for such travel.

Car rental is a reimbursable expense only when transportation by common carrier cannot be utilized or is impractical.

Car rental will be reimbursed at the compact car rate unless the need for a larger car can be justified.

Daily rental rates, taxes, surcharges, gas and car rental insurance are all considered reimbursable items.

Only one car rental will be allowed per trip. This includes trips with multiple travelers unless previously authorized by the traveler's bureau chief (or equivalent).

Employees are responsible for all fines related to parking or moving violations issued while traveling on County business. Absolutely no exceptions will be made.

Original receipts are required for reimbursement.

Common Carrier (Air, Train, Bus)

Reservations and ticket purchases should be made as far in advance as possible to take advantage of any available discount fares and/or government rates.

Tickets are to be booked at the most economical fare available that meets the requirement of the traveler's agenda.

No traveler may select tickets on a specific carrier or airport for any reason while on County business, unless it is the most economical fare.

First-class and business upgrades are prohibited.

Electronic tickets are the only acceptable delivery method of tickets unless this option is not available.

Any charges incurred as a result of changes to an original airline reservation made prior to or during travel are subject to the prior written approval of the traveler's bureau chief (or equivalent).

Original receipts are required for reimbursement.

Ground Transportation (Taxis, Public Transportation, Livery Service)

Transportation to and from the airport is included in the ground transportation allowance in the reimbursement rate.

Shuttle service or public transportation is encouraged.

Limousine or livery service charges to and from airports and railroad stations are reimbursable, where such costs do not exceed the comparable taxi fare.

Uber, Lyft and other similar transportation services are permitted options, and may include

surcharges and fees. Surcharges and fees may be reimbursable if the total cost is comparable to other ground transportation options, and must be clearly documented to substantiate reimbursement.

Livery service may be used if the cost is less than the cost of a taxi service or other means of transportation.

Gratuity for ground transportation is the sole responsibility of the traveler.

Original receipts are required for reimbursement.

Lodging

Government rates should be requested.

Lodging costs will be reimbursed at the lesser of actual costs or the current federal travel allowance published by the General Services Administration Lodging Rates at: http://www.gsa.gov/portal/category/104711.

Hotel lodging within the Chicago metropolitan area is not a reimbursable expense.

Lodging costs greater than the published GSA rate require the prior written approval of the bureau chief (or equivalent).

All personal expenses must be paid for separately or deducted from the lodging bill before it is submitted for reimbursement.

Original receipts are required for reimbursement.

Meals and Incidental Expenses

~~E~~mployees shall receive the lesser of actual costs or the allowance for meals and incidental expenses allowance published by the General Services Administration at http://www.gsa.gov/portal/content/101518.

Employees will only receive 75% of the lesser of actual costs or applicable meals and incidentals expenses rate for the first and last day of the trip and 100% for the other days.

There will be no reimbursement for meals and incidental expenses beyond the above rates.

The value of any meal(s) included in registration fees shall, be deducted from the employee's reimbursement.

Original receipts are required for reimbursement.

Conference Registration Fees

Every effort should be made to take advantage of early registration or group rate discounts.

Additional Reimbursable Expenses

Business-Related Expenses. Business-related expenses incurred while on County travel may be reimbursed at the discretion of the department head. Original receipts must be provided for reimbursement. Examples of acceptable reimbursable business expenses are:

i. Internet connections
ii. Sending or receiving faxes
iii. Photocopying
iv. Express mail services

Laundry. Employees traveling on County business for three or more consecutive days are entitled to reimbursement for laundry expenses up to a maximum of $10 per three-day period beginning with the fourth day. Original receipts are required for reimbursement.

Telephone Calls.

i. If the employee has a County-issued cell phone, that phone should be used for all business calls (unless there is no service).
ii. When possible, employees should avoid surcharges by using cell.
iii. For approved international travel, the traveler should contact the Bureau of Technology so that the traveler's calling plan may be temporarily changed to the appropriate calling plan. Business calls may be reimbursed at the discretion of the department head.
iv. Original receipts are required for reimbursement for business calls made on a personal cell or other phone.

Incidentals. Reimbursement for other incidental expenses will be approved at the discretion of the department head. Original receipts are required to reimbursement traveler for incidentals not listed above.

Non-Reimbursable Non-Local Travel Expenses

Non-reimbursable expenses include, but are not limited to, the following:

i. Additional hotel charges for upgrades, special "club" floors, late checkout or early check-in;
ii. Airline convenience fees (e.g., early check-in, seat upgrades, TSA pre-check)
iii. Alcoholic beverages;
iv. Amenities such as movies, health clubs, or in-room bars;
v. Cancellation charges (unless justified);

vi. Child care, baby-sitting, house sitting, or pet sitting costs;

vii. Cost differential on premium and luxury car rentals or first or business class airline tickets;

viii. Entertainment, including, but not limited to, exercise facilities, movie rental, videos, games, or other non-business related items;

ix. Excess baggage fees;

x. Flight Insurance or other supplemental travel insurance, unless required for international travel and approved by the department head;

xi. Gasoline costs if mileage reimbursement is used;

xii. Laundry for trips less than three or more consecutive days;

xiii. Local transportation charges incurred for personal reasons;

xiv. Lost or stolen cash or personal property;

xv. Magazines, books, or other reading materials;

xvi. Meals included in the cost of registration fees and airfare;

xvii. Modifications to travel arrangements;

xviii. Personal items (e.g., toiletries, luggage, clothing, medications, etc.);

xix. Personal portions of a trip combined with business travel;

xx. Personal telephone calls;

xxi. Repairs, towing service, etc. for personal vehicle;

xxii. Snacks, beverages, etc. outside of a meal;

xxiii. Spouse, family member(s), and guest travel costs; and

xxiv. Traffic citations, parking tickets, and other fines.

Reimbursement for Non-Local Travel and Business Expenses

Non-Local Travel Reimbursement Voucher

All claims for reimbursement of non-local travel expenses shall be submitted on the Travel Reimbursement Voucher ("TRV") and shall be itemized in accordance with these regulations. A sample TRV is attached at Appendix 3.

The TRV shall show the purpose of travel, the dates of travel, the points of departure and destination, mode of transportation, and the cost of the transportation secured or mileage allowance if automobile is used.

The TRV shall be supported by receipts in all instances for railroad and airplane transportation, for lodging, meals and incidental expense items, and all other items. With respect to travel to conferences, the conference program must be attached to the voucher.

The TRV shall be prepared and signed by the employee who has incurred the expenses.

The employee submitting the TRV is personally responsible for accuracy and propriety. Falsification of a TRV is considered a major cause infraction subject to disciplinary action up to and including discharge.

Any TRV that does not include a copy of the traveler's approved TRF shall not be processed for payment.

Employees shall be reimbursed for airline, hotel, and conference registrations costs after expense is incurred. Airline and conference costs are reimbursable prior to flying or attending the conference as long as the employee shows those costs were paid. Lodging costs will be reimbursed after payment by the employee is made to the hotel.

Employees shall be reimbursed t for approved travel related expenses once the trip is complete and the voucher is submitted.

The County will reimburse employees for travel related costs incurred by the employee on their paycheck following the submittal and approval of the TRV.

Approval and Submission of Transportation Expense Vouchers

In order to be eligible for reimbursement, the employee must submit the TRV by no later than the 20th day of the month following the month in which the travel expense was incurred, unless the failure to submit a voucher within the 20 day period is due to extraordinary circumstances.

The TRV shall then be reviewed and approved by the traveler's department head (or a designated representative), whose signature will represent his or her representation that he or she has reviewed the voucher and that the information contained on the voucher is complete and accurate.

Upon approving a TRV, a department head (or a designated representative) and supervisors are certifying:

v. Appropriateness of the expenditure and reasonableness of the amount;
vi. Availability of funds;
vii. Compliance with applicable reimbursement policies; and
viii. Completeness and accuracy of documentation.

A department must submit the TRV to the Comptroller's Office by no later than the 60th day after the end of the month in which the travel expense was incurred. An employee who submits a voucher within the 20-day submission period will not be denied reimbursement for failure of his/her department to timely submit the voucher to the Comptroller's office. A copy of the

TRV shall be retained by the department.

Any TRV not prepared in accordance with these regulations, including the proper signatures, will be returned to the originator for corrections.

A request for reimbursement of an expense that does not comply with these guidelines may be denied and treated as a personal expense to the traveler and shall be deducted from the reimbursement due the traveler.

APPENDIX 1

Travel Expense Voucher

APPENDIX 2

Travel Request Form

APPENDIX 3

Travel Reimbursement Voucher

Exhibit 5
Cook County Information Technology Special Conditions (ITSCs)

Cook County Information Technology Special Conditions (ITSCs)

1. DEFINITIONS FOR SPECIAL CONDITIONS

1.1. ***"Assets"*** means Equipment, Software, Intellectual Property, IP Materials and other assets used in providing the Services. Assets are considered in use as of the date of deployment.

1.2. "***Business Associate Agreement***" or "***BAA***" means an agreement that meets the requirements of 45 C.F.R. 164.504(e).

1.3. "***Business Continuity Plan***" means the planned process, and related activities, required to maintain continuity of business operations between the period of time following declaration of a Disaster until such time an IT environment is returned to an acceptable condition of normal business operation.

1.4. ***"Cardholder Data"*** means data that meets the definition of "Cardholder Data" in the most recent versions of the Payment Card Industry's Data Security Standard.

1.5. ***"Change"*** means, in an operational context, an addition, modification or deletion to any Equipment, Software, IT environment, IT systems, network, device, infrastructure, circuit, documentation or other items related to Services. Changes may arise reactively in response to Incidents/Problems or externally imposed requirements (e.g., legislative changes), or proactively from attempts to (a) seek greater efficiency or effectiveness in the provision or delivery of Services; (b) reflect business initiatives; or (c) implement programs, projects or Service improvement initiatives.

1.6. "***Change Management***" means, in an operational context, the Using Agency approved processes and procedures necessary to manage Changes with the goal of enabling Using Agency-approved Changes with minimum disruption.

1.7. ***"Change Order"*** means a document that authorizes a Change to the Services or Deliverables under the Agreement, whether in time frames, costs, or scope.

1.8. ***"Change Request"*** means one Party's request to the other Party for a Change Order.

1.9. ***"Contractor"*** has the same meaning as either: (a) both "Contractor" and "Consultant" as such terms are defined, and may be interchangeably used in the County's Professional Services Agreement, if such document forms the basis of this Agreement or (b) "Contractor" as defined in the County's Instruction to Bidders and General Conditions, if such document forms the basis of this Agreement.

1.10. "***Contractor Confidential Information***" means all non-public proprietary information of Contractor that is marked confidential, restricted, proprietary, or with a similar designation; provided that Contractor Confidential Information excludes: (a) Using Agency Confidential Information, (b) Using Agency Data; (c) information that may be subject to disclosure under Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. or under the Cook County Code of Ordinances; and (d) the terms of this Agreement, regardless of whether marked with a confidential designation or not.

1.11. "***Contractor Facilities***" means locations owned, leased or otherwise utilized by Contractor and its Subcontractors from which it or they may provide Services.

1.12. "***Contractor Intellectual Property***" means all Intellectual Property owned or licensed by Contractor.

1.13. "***Contractor IP Materials***" means all IP Materials owned or licensed by Contractor.

1.14. ***"Contractor Personnel"*** means any individuals that are employees, representatives, Subcontractors or agents of Contractor, or of a direct or indirect Subcontractor of Contractor.

1.15. "***Contractor-Provided Equipment***" means Equipment provided by or on behalf of Contractor."

1.16. "***Contractor-Provided Software***" means Software provided by or on behalf of Contractor.

1.17. "***Criminal Justice Information***" means data that meets the definition of "Criminal Justice Information" in the most recent version of FBI's CJIS Security Policy and also data that meets the definition of "Criminal History Record Information" at 28 C.F.R. 20.

1.18. "***Critical Milestone***" means those milestones critical to the completion of the Services as identified in this Agreement, in any work plan, project plan, statement of work, or other document approved in advance by the Using Agency.

1.19. "***Data Protection Laws***" means laws, regulations, regulatory requirements, industry self-regulatory standards, and codes of practice in connection with the processing of Personal Information, including those provisions of the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. §§ 1320(d) et seq.) as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (42 U.S.C. §§ 17921 et seq.) and the Payment Card Industry standards.

1.20. ***"Data Security Breach"*** means (a) the loss or misuse (by any means) of any Using Agency Data or other Using Agency Confidential Information; (b) the unauthorized or unlawful access, use, or disclosure of any Using Agency Data or other Using Agency Confidential Information; or (c) any other act or omission that compromises the security, confidentiality, integrity or availability of any Using Agency Data or other Using Agency Confidential Information.

1.21. ***"Deliverable"*** has the same meaning as either: (a) "Deliverable" as defined in the County's Professional Services Agreement, if such document forms the basis of this Agreement; or (b) "Deliverable" as defined in the County's Instruction to Bidders and General Conditions, if such document forms the basis of this Agreement. In either case, Deliverables includes without limitation Contractor-Provided Equipment, Contractor-Provided Software, Developed Intellectual Property.

1.22. "***Developed Intellectual Property***" means Intellectual Property as well as any IP Materials conceived, developed, authored or reduced to practice in the course of or in connection with the provision of the Services, including, but not limited to: (a) modifications to, or enhancements (derivative works) of, the Using Agency Intellectual Property or the Using Agency IP Materials; (b) Developed Software; (c) documentation, training materials, or other IP Materials that do not modify or enhance then existing Using Agency IP Materials; and (d) modifications to or enhancements (derivative works) of, Third Party Intellectual Property or related IP Materials to the extent not owned by the licensor of the Third Party Intellectual Property under the terms of the applicable license.

1.23. "***Developed Software***" any Software conceived, developed, authored or reduced to practice in the course of or in connection with the provision of the Services (including any modifications, enhancements, patches, upgrades or similar developments).

1.24. "***Disaster***" means a sudden, unplanned, calamitous event causing substantial damage or loss as defined or determined by a risk assessment and business impact analysis, and which creates an inability or substantial impairment on the organization's part to provide critical business functions for a material period of time. This also includes any period when the Using Agency management decides to divert resources from normal production responses and exercises its Disaster Recovery Plan.

1.25. "***Disaster Recovery Plan***" means the planned process, and related activities, required to return an IT environment to an acceptable condition of normal business operation following declaration of a Disaster.

1.26. "***Equipment***" means the computer, telecommunications, network, storage, and related hardware and peripherals owned or leased by the Using Agency or its Third Party Contractors, or by Contractor or its Subcontractors, and used or supported by Contractor or its Subcontractors, or by the Using Agency or its agents, in connection with the Services.

1.27. "***Exit Assistance Plan***" means a detailed plan for the delivery of the Exit Assistance Services.

1.28. "***Exit Assistance Period***" has the meaning given in Section 9.2.

1.29. "***Exit Assistance Services***" means such exit assistance services as are reasonably necessary from Contractor and/or its Subcontractors to enable a complete transition of the affected Services to the Using Agency or the Using Agency's designee(s), including, but not limited to, all of the services, tasks and functions described in Section 9.

1.30. "***Illicit Code***" means any hidden files, automatically replicating, transmitting or activating computer program, virus (or other harmful or malicious computer program) or any Equipment-limiting, Software-limiting or Services-limiting function (including, but not limited to, any key, node lock, time-out or similar function), whether implemented by electronic or other means.

1.31. "***Incident***" means any event that is not part of the standard operation of a service in the Using Agency IT environment (including an event in respect of the Services or any Equipment or Software) and that causes, or may cause, an interruption to, or a reduction in the quality of, that service. The Using Agency will determine the severity level of each reported Incident.

1.32. "***Intellectual Property***" means any inventions, discoveries, designs, processes, software, documentation, reports, and works of authorship, drawings, specifications, formulae, databases, algorithms, models, methods, techniques, technical data, discoveries, know how, trade secrets, and other technical proprietary information and all patents, copyrights, mask works, trademarks, service marks, trade names, service names, industrial designs, brand names, brand marks, trade dress rights, Internet domain name registrations, Internet web sites and corporate names, and applications for the registration or recordation of any of the foregoing.

1.33. "***IP Materials***" means works of authorship, software, documentation, processes, designs, drawings, specifications, formulae, databases, algorithms, models, methods, processes and techniques, technical data, inventions, discoveries, know how, the general format, organization, or structure of any report, document or database, and other technical proprietary information.

1.34. ***"Laws"*** means all United States federal, state and local laws or foreign laws, constitutions, statutes, codes, rules, regulations, ordinances, executive orders, decrees, edicts of or by any governmental authority having the force of law or any other legal requirement (including common law), including Data Protection Laws and the Cook County Code of Ordinances.

1.35. ***"Open Source Materials"*** means any Software that: (a) contains, or is derived in any manner (in whole or in part) from, any Software that is distributed as free Software, open source Software, shareware (e.g., Linux), or similar licensing or distribution models; and (b) is subject to any agreement with terms requiring that such Software be (i) disclosed or distributed in source code or object code form, (ii) licensed for the purpose of making derivative works, and/or (iii) redistributable. Open Source Materials includes without limitation "open source" code (as defined by the Open Source Initiative) and "free" code (as defined by the Free Software Foundation).

1.36. "***Party***" means either County, on behalf of County and its Using Agencies, or Contractor.

1.37. ***"Parties"*** means both County, on behalf of County and its Using Agencies, and Contractor.

1.38. "***Personal Information***" means personal data or information that relates to a specific, identifiable, individual person, including Using Agency personnel and individuals about whom the Using Agency, Contractor, Contractor's Subcontractors or affiliates has or collects financial and other information. For the avoidance of doubt, Personal Information includes the following: (a) any government-issued identification numbers (e.g., Social Security, driver's license, passport); (b) any financial account information, including account numbers, credit card numbers, debit card numbers, and other Cardholder Data; (c) Criminal Justice Information; (d) Protected Health Information; (e) user name or email address, in combination with a password or security question and answer that would permit access to an account; and (f) any other personal data defined as personally identifiable information under the breach notification laws of the fifty states.

1.39. ***"Problem"*** means the underlying cause of one or more Incidents, including where such cause is unknown or where it is known and a temporary work-around or permanent alternative has been identified.

1.40. "***Protected Health Information***" or PHI shall have the same meaning as the term "Protected Health Information" in 45 C.F.R. 160.103.

1.41. ***"Public Record"*** shall have the same meaning as the term "public record" in the Illinois Local Records Act, 50 ILCS 205/1 et seq.

1.42. ***"Required Consent"*** means that consent required to secure any rights of use of or access to any of Using Agency-Provided Equipment, Using Agency-Provided Software, Using Agency Intellectual Property, Using Agency IP Materials, any other Equipment, any other Software whether Third Party Software or otherwise, any other Intellectual Property whether Third Party Intellectual Property or otherwise, any other IP Material, any of which are required by, requested by, used by or accessed by Contractor, its Subcontractors, employees or other agents in connection with the Services.

1.43. "***Services***" either: (a) has the same meaning as "Services" as defined in Article 3 of the County's Professional Services Agreement, if such document forms the basis of this Agreement or (b) collectively means all of Contractor's services and other acts required in preparing, developing, and tendering the Using Agency's Deliverables as "Deliverables" is defined in the County's Instruction to Bidders and General Conditions, if such document forms the basis of this Agreement.

1.44. "***Service Level Agreements***" or "***SLA***" means service level requirement and is a standard for performance of Services, which sets Contractor and Using Agency expectations, and specifies the metrics by which the effectiveness of service activities, functions and processes will be measured, examined, changed and controlled.

1.45. "***Software***" means computer software, including source code, object, executable or binary code, comments, screens, user interfaces, data structures, data libraries, definition libraries, templates, menus, buttons and icons, and all files, data, materials, manuals, design notes and other items and documentation related thereto or associated therewith.

1.46. ***"Third Party"*** means a legal entity, company or person that is not a Party to the Agreement and is not a Using Agency, Subcontractor, affiliate of a Party, or other entity, company or person controlled by a Party.

1.47. "***Third Party Intellectual Property***" means all Intellectual Property owned by a Third Party, including Third Party Software.

1.48. ***"Third Party Contractor"*** means a Third Party that provides the Using Agency with products or services that are related to, or in support of, the Services. Subcontractors of Contractor are not "Third Party Contractors."

1.49. "***Third Party Software***" means a commercial Software product developed by a Third Party not specifically for or on behalf of the Using Agency. For clarity, custom or proprietary Software, including customizations to Third Party Software, developed by or on behalf of the Using Agency to the Using Agency's specifications shall not be considered Third Party Software.

1.50. "***Using Agency***" has the same meaning as the term "Using Agency" in the Cook County Procurement Code, located at Chapter 34, Article IV in the Cook County Code of Ordinances as amended, as applied to each department or agency receiving goods, Services or other Deliverables under this Agreement and includes Cook County, a body politic and corporate of the State of Illinois, on behalf of such Using Agency.

1.51. "***Using Agency Confidential Information***" means: (a) all non-public proprietary

information of Using Agency that is marked confidential, restricted, proprietary, or with a similar designation; (b) Using Agency Data; and (c) any information that is exempt from public disclosure under the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. or under the Cook County Code of Ordinances.

1.52. "***Using Agency Data***" means all data, whether Personal Information or other data, provided by the Using Agency to Contractor, provided by Third Parties to Contractor for purposes relating to this Agreement, or otherwise encountered by Contractor for purposes relating to this Agreement, including all data sent to Contractor by the Using Agency 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 Using Agency Data, the data in question shall be treated as Using Agency Data. Using Agency Data further includes information that is: (a) input, processed or stored by the Using Agency's IT systems, including any Using Agency-Provided Software; (b) submitted to Contractor or its Subcontractors by any employees, agents, the Using Agency, Third Parties, business partners, and customers in connection with the Services or otherwise; (c) Incident records containing information relating to the Services; (d) Using Agency Intellectual Property and Using Agency IP Materials; (e) any raw data used to generate reports under this Agreement and any data included therein; and (f) Using Agency Confidential Information.

1.53. "***Using Agency Intellectual Property***" means all Intellectual Property owned or licensed by the Using Agency, including Developed Intellectual Property.

1.54. "***Using Agency IP Materials***" means all IP Materials owned or licensed by the Using Agency.

1.55. "***Using Agency-Provided Equipment***" means Equipment provided by or on behalf of Using Agency.

1.56. "***Using Agency-Provided Software***" means Software provided by or on behalf of Using Agency.

1.57. "***WISP***" means written information security program.

2. SERVICES AND DELIVERABLES

2.1. Approved Facilities. Contractor will perform Services only within the continental United States and only from locations owned, leased or otherwise utilized by Contractor and its Subcontractors.

2.2. Licenses and Export Controls. Contractor will be responsible for obtaining all necessary export authorizations and licenses for export of technical information or data relating to Using Agency Data, Software, Intellectual Property, IP Materials, or otherwise under this Agreement.

2.3. Required Consents for Assets in Use and Third Party Contracts as of the Effective Date**.** Contractor shall be responsible for obtaining all Required Consents relating to this Agreement. If Contractor is unable to obtain a Required Consent, Contractor shall implement, subject to the Using Agency's prior approval, alternative approaches as necessary to perform the Services. Contractor shall be responsible for and shall pay all costs associated with this section, including any fees or other charges imposed by the applicable Third Parties as a condition or consequence of their consent (*e.g.*, any transfer, upgrade or similar fees). The Using Agency shall cooperate with Contractor and provide Contractor such assistance in this regard as the Contractor may reasonably request.

2.4. SLAs and Critical Milestones. Commencing on the Effective Date or as otherwise specified in this Agreement, Contractor shall, as set forth in this Agreement: (a) perform the Services in accordance with SLAs and Critical Milestones; and (b) regularly measure and report on its performance against SLAs and Critical Milestones. Contractor shall maintain all data relating to and supporting the measurement of its performance, including performance against SLAs and Critical Milestones, in sufficient detail to permit a "bottom up" calculation, analysis and reconstruction of performance reports (including all inclusion and exclusion calculations) throughout the term of this Agreement. Such data shall be made available to the Using Agency in an electronic format reasonably acceptable to the Using Agency upon reasonable request and upon the expiration or termination of this Agreement.

2.5. Default SLAs, Critical Milestones and Fee Reductions. Unless otherwise explicitly specified in this Agreement, the Contractor's SLAs, SLA targets, and Critical Milestones shall be those that the Using Agency recognizes as commonly accepted "industry best practices" for Services of similar cost, size, and criticality. For example and without limitation, such SLAs include availability and performance Contractor-Provided Software and hosting-related Services, on-time delivery of Deliverables, response and resolution times of Contractor's service desk. For example and without limitation, such Critical Milestones include significant events in projects such as completion of major Deliverables. Unless otherwise specified in this Agreement, Contractor shall proportionately reduce fees for failing to perform the Services in accordance with applicable SLAs and for failing to timely achieve Critical Milestones, and the Using Agency may withhold that amount of fee reduction from any outstanding Contractor invoice. Except as expressly allowed under this Agreement, any such fee reduction accompanying a failure to meet applicable SLAs or Critical Milestones shall not be the Using Agency's exclusive remedy and shall not preclude the Using Agency from seeking other remedies available to it for a material breach of this Agreement.

2.6. Standards and Procedures Manual. Contractor will prepare, update, and maintain a manual ("Standards and Procedures Manual") subject to the Using Agency's review and approval that shall: (a) be based upon ITIL processes and procedures; (b) conform to the Using Agency's standard operating procedures (c) be suitable to assist the Using Agency and the Using Agency's auditors in verifying and auditing the Contractor's performance of the Services; and (d) detail the operational and management processes by which Contractor will perform the Services under this Agreement, including to the extent applicable, processes relating to: (i) Change Management and Change control; (ii) Incident management; (iii) Problem management; (iv) configuration management; (v) backup and restore; (vi) capacity management and full utilization of resources; (vii) project management; (viii) management information; (ix) security processes; (x) Contractor's Business Continuity Plan; (xi) Contractor's Disaster Recovery Plan; and (xi) administration, including invoicing. Where this Agreement assumes that the Using Agency will provide Tier 1 help desk support, the Standards and Procedures Manual shall also include sufficient help desk scripts for the Using Agency to provide such support. Contractor will perform the Services in accordance with the Standards and Procedures Manual; *provided*, *however*, that the provisions of the Standards and Procedures Manual shall never supersede the provisions of this Agreement.

2.7. Project Management Methodology. Contractor shall perform the Services in accordance with an industry-recognized project management methodology and procedures, subject to Using Agency approval. Contractor shall comply with the Using Agency's procedures for tracking progress and documents for the duration of the Agreement, including the submission of weekly or monthly status reports to the Using Agency as the Using Agency may require.

2.8. Change Management Procedures. Contractor shall utilize Change Management procedures, subject to Using Agency approval, that conform to ITIL/ITSM to manage, track and report on Changes relating to the Services, including procedures for scheduling maintenance, patching, replacement of assets, and other matters required for proper management of the Services. No Change will be made without the Using Agency's prior written consent (which may be given or withheld in the Using Agency's sole discretion), unless such Change: (a) has no impact on the Services being provided by Contractor; (b) has no impact on the security of the Using Agency Data and the Using Agency systems; and (c) causes no increase in any fees under this Agreement or the Using Agency's retained costs.

2.9. Resources Necessary for Services. Except as set forth in this Agreement, Contractor shall provide and be financially responsible for all Equipment, Software, materials, facilities, systems and other resources needed to perform the Services in accordance with the Agreement.

2.10. Using Agency Resources. Except as explicitly allowed under this Agreement, Contractor shall not use, nor permit any Subcontractor, employee, agent, or other Third Party to use any Using Agency-Provided Equipment, Using Agency-Provided Software, Using Agency facilities, or any other Equipment, Software, materials, facilities, systems or other resources that the Using Agency provides or otherwise makes available under this Agreement for any purpose other than the performance of the Services; and Contractor shall do so only upon prior written approval of the Using Agency. Contractor shall not purport to, pledge or charge by way of security any of the aforementioned. Contractor shall keep any Equipment owned or leased by the Using Agency that is under Contractor's or a Contractor Subcontractor's control, secure and, for any such Equipment that is not located at the Using Agency facilities, such Equipment shall be clearly identified as the Using Agency's and separable from Contractor's and Third Parties' property.

2.11. Maintenance of Assets. Contractor shall maintain all Equipment, Software, materials, systems, and other resources utilized predominately or exclusively for performing Services in good condition, less ordinary wear and tear, and in such locations and configurations as to be readily identifiable.

2.12. Service Compatibility. To the extent necessary to provide the Services, Contractor shall ensure that the Services, Contractor-Provided Equipment and Contractor-Provided Software (collectively, the "Contractor Resources") are interoperable with the Using Agency-Provided Equipment, Using Agency-Provided Software and with the Using Agency's other Assets, at no cost beyond that specified in this Agreement and without adversely affecting any systems or services retained by the Using Agency or its Third Party Contractors. In the event of any Problem related to service compatibility where it is not known whether the Problem is caused by Contractor's Assets or by Using Agency's Assets, Contractor shall be responsible for correcting the Problem except to the extent that Contractor can demonstrate, to the Using Agency's satisfaction, that the cause was not due to Contractor Resources or to Contractor's action or inaction.

2.13. Cooperation with Using Agency's Third Party Contractors. Contractor shall cooperate with all Third Party Contractors to coordinate its performance of the Services with the services and systems of such Third Party Contractors. Subject to reasonable confidentiality requirements, such cooperation shall include providing: (a) applicable written information, standards and policies concerning any or all of the systems, data, computing environment, and technology direction used in performing the Services so that the goods and services provided by the Third Party Contractor may work in conjunction with or be integrated with the Services; (b) assistance and support services to such Third Party Contractors; (c) Contractor's quality assurance, its development and performance acceptance testing and the applicable requirements of any necessary interfaces for the Third Party Contractor's work product; (d) applicable written requirements of any necessary modifications to the systems or computing environment; and (e) access to and use of the Contractor's Assets as mutually agreed upon by the Using Agency and Contractor (such agreement not to be unreasonably withheld or delayed) and subject to the Third Party Contractor's agreement to comply with Contractor's applicable standard security policies.

2.14. Procurement Assistance. At any time during the Agreement, Contractor shall, as requested by the Using Agency, reasonably cooperate and assist the Using Agency with any Using Agency procurement relating to any of the Services or replacing the Services, including: (a) providing information, reports and data for use in the Using Agency's procurement or transition to a subsequent Third Party Contractor; (b) answering Third Parties' and Using Agency's questions regarding the procurement and Services transition; and (c) allowing Third Parties participating in the Using Agency's procurement to perform reasonable, non-disruptive due diligence activities in respect of the relevant Services, including providing reasonable access to Key Personnel.

3. WARRANTIES

3.1. Compliance with Law and Regulations. Contractor represents and warrants that it shall perform its obligations under this Agreement in accordance with all Laws applicable to Contractor and its business, including Laws applicable to the manner in which the Services are performed, including any changes in such Laws. With respect to laws governing data security and privacy, the term 'Contractor Laws' shall include any Laws that would be applicable to Contractor if it, rather than the Using Agency, were the owner or data controller of any of the Using Agency Data in its possession or under its control in connection with the Services. Contractor also represents and warrants that it shall identify, obtain, keep current, and provide for Contractor's inspection, all necessary licenses, approvals, permits, authorizations, visas and the like as may be required from time to time under Contractor Laws for Contractor to perform the Services.

3.2. Non-Infringement. Contractor represents and warrants that it shall perform its responsibilities under this Agreement in a manner that does not infringe any patent, copyright, trademark, trade secret or other proprietary rights of any Third Party.

3.3. Contractor Materials and Third Party Intellectual Property. Contractor represents and warrants that it owns, or is authorized to use, all Contractor Intellectual Property, Contractor IP Materials and Contractor-provided Third Party Intellectual Property.

3.4. Developed Software. Contractor represents and warrants that all Developed Software shall be free from material errors in operation and performance, shall comply with the applicable documentation and specifications in all material respects, for twelve (12) months after the installation, testing and acceptance of such Developed Software by the Using Agency; provided, however, for Developed Software that executes on a monthly or less frequent basis (e.g., quarterly or annual cycle), such warranty period will commence on the date of first execution of such Software. Any repairs made to Developed Software pursuant to this Section shall receive a new twelve (12) month warranty period in accordance with the terms of this Section.

3.5. No Open Source. Contractor represents and warrants that Contractor has not (i) incorporated Open Source Materials into, or combined Open Source Materials with, the Deliverables or Software, (ii) distributed Open Source Materials in conjunction with any Deliverables or Software, or (iii) used Open Source Materials, in such a way that, with respect to the foregoing (i), (ii), or (iii), creates obligations for the Contractor with respect to any material Deliverables or grant, or purport to grant, to any Third Party, any rights or immunities under any material Deliverables (including, but not limited to, using any Open Source Materials that require, as a condition of use, modification and/or distribution of such Open Source Materials that other material Software included in Deliverables incorporated into, derived from or distributed with such Open Source Materials be (A) disclosed or distributed in source code form, (B) be licensed for the purpose of making derivative works, or (C) be redistributable at no charge).

3.6. Access to Using Agency Data. Contractor represents and warrants that Contractor has not and will not prevent, or reasonably fail to allow, for any reason including without limitation late payment or otherwise, the Using Agency's access to and retrieval of Using Agency Data. Contractor acknowledges that Using Agency Data may be Public Records and that any person who knowingly, without lawful authority and with the intent to defraud any party, public officer, or entity, alters, destroys, defaces, removes, or conceals any Public Record commits a Class 4 felony.

3.7. Viruses. Contractor represents and warrants that it has not knowingly provided, and will not knowingly provide, to the Using Agency in connection with the Services, any Software that uses Illicit Code. Contractor represents and warrants that it has not and will not introduce, invoke or cause to be invoked such Illicit Code in any Using Agency IT environment at any time, including upon expiration or termination of this Agreement for any reason, without the Using Agency's prior written consent. If Contractor discovers that Illicit Code has been introduced into Software residing on Equipment hosted or supported by Contractor, Contractor shall, at no additional charge, (a) immediately undertake to remove such Illicit Code, (b) promptly notify the Using Agency in writing of the introduction, and (c) use reasonable efforts to correct and repair any damage to Using Agency Data or Software caused by such Illicit Code and otherwise assist the Using Agency in mitigating such damage and restoring any affected Service, Software or Equipment.

3.8. Resale of Equipment and Software. If Contractor resells to the Using Agency any Equipment or Software that Contractor purchased from a Third Party, then Contractor, to the extent it is legally able to do so, shall pass through any such Third Party warranties to the Using Agency and reasonably cooperate in enforcing them. Such warranty pass-through will not relieve Contractor from its warranty obligations set forth in this Section.

3.9. Data Security. Contractor warrants and represents that (i) the performance of the Services shall not permit any unauthorized access to or cause any loss or damage to Using Agency Data, Using Agency Intellectual Property, or other Using Agency Confidential Information; and (ii) it complies and shall comply with all Using Agency security policies in place from time to time during the term of this Agreement.

4. INTELLECTUAL PROPERTY

4.1. Using Agency Intellectual Property. The Using Agency retains all right, title and interest in and to all Using Agency Intellectual Property and Using Agency IP Materials. To the extent the Using Agency may grant such license, Contractor is granted a worldwide, fully paid-up, nonexclusive license during the term of this Agreement to use, copy, maintain, modify, enhance and create derivative works of the Using Agency Intellectual Property and Using Agency IP Materials that are necessary for performing the Services, and that are explicitly identified in writing by the Using Agency's Chief Information Officer, for the sole purpose of performing the Services pursuant to this Agreement. Contractor shall not be permitted to use any of the Using Agency Intellectual Property or Using Agency IP Materials for the benefit of any entities other than the Using Agency. Contractor shall cease all use of the Using Agency Intellectual Property and Using Agency IP Materials upon expiration or termination of this Agreement. Upon expiration or termination of this Agreement or relevant Services under this Agreement, Contractor shall return to the Using Agency all the Using Agency Intellectual Property, Using Agency IP Materials and copies thereof possessed by Contractor.

4.2. Developed Intellectual Property. As between the Parties, the Using Agency shall have all right, title and interest in all Developed Intellectual Property. Contractor hereby irrevocably and unconditionally assigns, transfers and conveys to the Using Agency without further consideration all of its right, title and interest in such Developed Intellectual Property, including all rights of patent, copyright, trade secret or other proprietary rights in such materials, which assignment shall be effective as of the creation of such works without need for any further documentation or action on the part of the Parties. Contractor agrees to execute any documents or take any other actions as may reasonably be necessary, or as the Using Agency may reasonably request, to perfect the Using Agency's ownership of any such Developed Intellectual Property. Contractor shall secure compliance with this Section by any personnel, employees, contractors or other agents of Contractor and its Subcontractors involved directly or indirectly in the performance of Services under this Agreement.

4.3. Contractor Intellectual Property. Contractor retains all right, title and interest in and to Contractor Intellectual Property and Contractor IP Materials that Contractor developed before or independently of this Agreement. Contractor grants to the Using Agency, 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, and create derivative works based upon Contractor Intellectual Property and Contractor IP Materials, in any media now known or hereafter known, to the extent the same are embodied in the Services and Deliverables, or otherwise required to exploit the Services or Deliverables. During the term of this Agreement and immediately upon any expiration or termination thereof for any reason, Contractor will provide to the Using Agency the most current copies of any Contractor IP Materials to which the Using Agency has rights pursuant to the foregoing, including any related documentation. Contractor bears the burden to prove that Intellectual Property and IP Materials related to this Agreement were not created under this Agreement.

4.4. Third Party Intellectual Property. Contractor shall not introduce into the Using Agency's environment any Third Party Intellectual Property or otherwise use such Third Party Intellectual Property to perform the Services without first obtaining the prior written consent from the Using Agency's Chief Information Officer, which the Using Agency may give or withhold in its sole discretion. A decision by the Using Agency to withhold its consent shall not relieve Contractor of any obligation to perform the Services.

4.5. Residual Knowledge. Nothing contained in this Agreement shall restrict either Contractor or Using Agency from the use of any ideas, concepts, know-how, methodologies, processes, technologies, algorithms or techniques relating to the Services which either Contractor or Using Agency, individually or jointly, develops or discloses under this Agreement, provided that in doing so Contractor or Using Agency does not breach its respective obligations under Section 5 relating to confidentiality and non-disclosure and does not infringe the Intellectual Property rights of the other or Third Parties who have licensed or provided materials to the other. Except for the license rights contained under Section 4, neither this Agreement nor any disclosure made hereunder grants any license to either Contractor or Using Agency under any Intellectual Property rights of the other.

4.6. Software Licenses. This Agreement contains all terms and conditions relating to all licenses in Contractor-Provided Software and Contractor IP Materials. Except as explicitly set forth elsewhere in this Agreement, all licenses that Contractor grants in Contractor-Provided Software include the right of use by Third Party Contractors for the benefit of the Using Agency, the right to make backup copies for backup purposes or as may be required by the Using Agency's Business Continuity Plan or Disaster Recovery Plan, the right to reasonably approve the procedures by which Contractor may audit the use of license entitlements, and the right to give reasonable approval before Contractor changes Contractor-Provided Software in a manner that materially and negatively impacts the Using Agency.

5. USING AGENCY DATA AND CONFIDENTIALITY

5.1. Property of Using Agency. All Using Agency Confidential Information, including without limitation Using Agency Data, shall be and remain the sole property of the Using Agency. Contractor shall not utilize the Using Agency Data or any other Using Agency Confidential Information for any purpose other than that of performing the Services under this Agreement. Contractor shall not, and Contractor shall ensure that its Subcontractors, its employees, or agents do not, possess or assert any lien or other right against or to the Using Agency Data or any other Using Agency Confidential Information. Without the Using Agency's express written permission, which the Using Agency may give or withhold in its sole discretion, no Using Agency Data nor any other Using Agency Confidential Information, or any part thereof, shall be disclosed, shared, sold, assigned, leased, destroyed, altered, withheld, or otherwise restricted of by Contractor or commercially exploited by or on behalf of Contractor, its employees, Subcontractors or agents.

5.2. Acknowledgment of Importance of Using Agency Confidential Information. Contractor acknowledges the importance of Using Agency Confidential Information, including without limitation Using Agency Data, to the Using Agency and, where applicable, Third Party proprietors of such information, and recognizes that the Using Agency and/or Third Party proprietors may suffer irreparable harm or loss in the event of such information being disclosed or used otherwise than in accordance with this Agreement.

5.3. Return of Using Agency Data and Other Using Agency Confidential Information. Upon the Using Agency's request, at any time during this Agreement or at termination or expiration of this Agreement, Contractor shall promptly return any and all requested Using Agency Data and all other requested Using Agency Confidential Information to the Using Agency or its designee in such a format as the Using Agency may reasonably request. Contractor shall also provide sufficient information requested by the Using Agency about the format and structure of the Using Agency Data to enable such data to be used in substantially the manner in which Contractor utilized such data. Also upon Using Agency's request, in lieu of return or in addition to return, Contractor shall destroy Using Agency Data and other Using Agency Confidential Information, sanitize any media upon which such the aforementioned resided using a process that meets or exceeds DoD 5220.28-M 3-pass specifications, and provide documentation of same within 10 days of completion, all in compliance with Using Agency's policies and procedures as updated. All other materials which contain Using Agency Data and other Using Agency Confidential Information shall be physically destroyed and shredded in accordance to NIST Special Publication 800-88; and upon Using Agency request, Contractor shall provide Using Agency with a certificate of destruction in compliance with NIST Special Publication 800-88. Contractor shall be relieved from its obligation to perform any Service to the extent the return of any Using Agency Data or other Using Agency Confidential Information at the Using Agency's request under this Section materially impacts Contractor's ability to perform such Service; provided, that Contractor gives the Using Agency notice of the impact of the return and continues to use reasonable efforts to perform.

5.4. Public Records. Contractor will adhere to all Laws governing Public Records located at 50 ILCS 205/1 et seq. and at 44 Ill. Admin. Code 4500.10 et seq. Specifically, and without limitation, Contractor shall: (a) store Using Agency Data in such a way that each record is individually accessible for the length of the Using Agency's scheduled retention; (b) retain a minimum of two total copies of all Using Agency Data; (c) retain Using Agency Data according to industry best practices for geographic redundancy, such as NIST Special Publication 800-34 as revised; (d) store and access Using Agency Data in a manner allowing individual records to maintain their relationships with one another; (e) capture relevant structural, descriptive, and administrative metadata to Using Agency Data at the time a record is created or enters the control of Contractor or its Subcontractors.

5.5. Disclosure Required by Law, Regulation or Court Order. In the event that Contractor is required to disclose Using Agency Data or other Using Agency Confidential Information in accordance with a requirement or request by operation of Law, regulation or court order, Contractor shall, except to the extent prohibited by law: (a) advise the Using Agency thereof prior to disclosure; (b) take such steps to limit the extent of the disclosure to the extent lawful and reasonably practical; (c) afford the Using Agency a reasonable opportunity to intervene in the proceedings; and (d) comply with the Using Agency's requests as to the manner and terms of any such disclosure.

5.6. Loss of Using Agency Confidential Information. Without limiting any rights and responsibilities under Section 7 of these IT Special Conditions, in the event of any disclosure or loss of, or inability to account for, any Using Agency Confidential Information, Contractor shall promptly, at its own expense: (a) notify the Using Agency in writing; (b) take such actions as may be necessary or reasonably requested by the Using Agency to minimize the violation; and (c) cooperate in all reasonable respects with the Using Agency to minimize the violation and any damage resulting therefrom.

5.6. Undertakings With Respect To Personnel. Contractor acknowledges and agrees that it is responsible for the maintenance of the confidentiality of Using Agency Data and other Using Agency Confidential Information by Contractor Personnel. Without limiting the generality of the foregoing, Contractor shall undertake to inform all Contractor Personnel of Contractor's obligations with respect to Using Agency Data and other Using Agency Confidential Information and shall undertake to ensure that all Contractor Personnel comply with Contractor's obligations with respect to same.

5.7. Background Checks of Contractor Personnel. Whenever the Using Agency deems it reasonably necessary for security reasons, the Using Agency or its designee may conduct, at its expense, criminal and driver history background checks of Contractor Personnel. Contractor and its Subcontractors shall immediately reassign any individual who, in the opinion of the Using Agency, does not pass the background check.

5.8 Contractor Confidential Information. Using Agency shall use at least the same degree of care to prevent disclosing Contractor Confidential Information to Third Parties as Using Agency employs to avoid unauthorized disclosure, publication or dissemination of its Using Agency Confidential Information of like character.

6. DATA SECURITY AND PRIVACY

6.1. General Requirement of Confidentiality and Security. It shall be Contractor's obligation to maintain the confidentiality and security of all Using Agency Confidential Information, including without limitation Using Agency Data, in connection with the performance of the Services. Without limiting Contractor's other obligations under this Agreement, Contractor shall implement and/or use network management and maintenance applications and tools and appropriate fraud prevention and detection and encryption technologies to protect the aforementioned; provided that Contractor shall, at a minimum, encrypt all Personal Information in-transit and at-rest. Contractor shall perform all Services utilizing security technologies and techniques and in accordance with industry leading practices and the Using Agency's security policies, procedures and other requirements made available to Contractor in writing, including those relating to the prevention and detection of fraud or other inappropriate use or access of systems and networks.

6.2. General Compliance. Contractor shall comply with all applicable Laws, regulatory requirements and codes of practice in connection with all capturing, processing, storing and disposing of Personal Information by Contractor pursuant to its obligations under this Agreement and applicable Data Protection Laws and shall not do, or cause or permit to be done, anything that may cause or otherwise result in a breach by the Using Agency of the same. Contractor and all Contractor Personnel shall comply with all the Using Agency policies and procedures regarding data access, privacy and security.

6.3. Security. Contractor shall establish and maintain reasonable and appropriate physical, logical, and administrative safeguards to preserve the security and confidentiality of the Using Agency Data and other Using Agency Confidential Information and to protect same against unauthorized or unlawful disclosure, access or processing, accidental loss, destruction or damage. Such safeguards shall be deemed reasonable and appropriate if established and maintained with the more rigorous of: (a) the Using Agency Policies as updated; (b) the security standards employed by Contractor with respect to the protection of its confidential information and trade secrets as updated; (c) security standards provided by Contractor to its other customers at no additional cost to such customers, as updated.

6.4. Written Information Security Program. Contractor shall establish and maintain a WISP designed to preserve the security and confidentiality of the Using Agency Data and other Using Agency Confidential Information. Contractor's WISP shall include Data Breach procedures and annual Data Breach response exercises. Contractor's WISP shall be reasonably detailed and shall be subject to the Using Agency's reasonable approval.

6.5. Contractor Personnel. Contractor will oblige its Contractor Personnel to comply with applicable Data Protection Laws and to undertake only to collect, process or use any Using Agency Data, Using Agency Intellectual Property, Using Agency Confidential Information, or Personal Information received from or on behalf of the Using Agency for purposes of, and necessary to, performing the Services and not to make the aforementioned available to any Third Parties except as specifically authorized hereunder. Contractor shall ensure that, prior to performing any Services or accessing any Using Agency Data or other Using Agency Confidential Information, all Contractor Personnel who may have access to the aforementioned shall have executed agreements concerning access protection and data/software security consistent with this Agreement.

6.6. Information Access. Contractor shall not attempt to or permit access to any Using Agency Data or other Using Agency Confidential Information by any unauthorized individual or entity. Contractor shall provide each of the Contractor Personnel, Subcontractors and agents only such access as is minimally necessary for such persons/entities to perform the tasks and functions for which they are responsible. Contractor shall, upon request from the Using Agency, provide the Using Agency with an updated list of those Contractor Personnel, Subcontractors and agents having access to Using Agency Data and other Using Agency Confidential Information and the level of such access. Contractor shall maintain written policies that include auditing access levels and terminating access rights for off-boarded Contractor Personnel, Subcontractors and agents.

6.7. Protected Health Information. If Contractor will have access to Personal Health Information in connection with the performance of the Services, Contractor shall execute a Business Associate Agreement in a form provided by the Using Agency.

6.8. Criminal Justice Information. If Contractor will have access to Criminal Justice Information in connection with the performance of the Services, Contractor shall execute an addendum to this Agreement governing the Contractor's access to such Criminal Justice Information in a form provided by the Using Agency.

6.9. Cardholder Data. If Contractor will have access to Cardholder Data in connection with the performance of the Services, no less than annually, Contractor shall tender to Using Agency a current attestation of compliance signed by a Qualified Security Assessor certified by the Payment Card Industry.

6.10. Encryption Requirement. Contractor shall encrypt all Personal Information and all other Using Agency Confidential Information the disclosure of which would reasonably threaten the confidentiality and security of Using Agency Data. Contractor shall encrypt the aforementioned in motion, at rest and in use in a manner that, at a minimum, adheres to NIST SP 800-111, NIST SP 800-52, NIST SP 800-77 and NIST SP 800-113 encryption standards. Contractor shall not deviate from this encryption requirement without the advance, written approval of the Using Agency's Information Security Office.

6.11. Using Agency Security. Contractor shall notify the Using Agency if it becomes aware of any Using Agency security practices or procedures (or any lack thereof) that Contractor believes do not comport with generally accepted security policies or procedures.

6.12. Contractor as a Data Processor. Contractor understands and acknowledges that, to the extent that performance of its obligations hereunder involves or necessitates the processing of Personal Information, it shall act only on instructions and directions from the Using Agency; *provided*, *however*, that Contractor shall notify the Using Agency if it receives instructions or directions from the Using Agency that Contractor believes do not comport with generally accepted security polices or procedures and the Using Agency shall determine whether to modify such instructions or have Contractor comply with such instructions unchanged.

6.13. Data Subject Right of Access and Rectification. If the Using Agency is required to provide or rectify information regarding an individual's Personal Information, Contractor will reasonably cooperate with the Using Agency to the full extent necessary to comply with Data Protection Laws. If a request by a data subject is made directly to Contractor, Contractor shall notify the Using Agency of such request as soon as reasonably practicable.

6.14. Security, Privacy and Data Minimization in Software Development Life Cycle. Contractor shall implement an industry-recognized procedure that addresses the security and privacy of Personal Information as part of the software development life cycle in connection with the performance of the Services. Contractor shall implement procedures to minimize the collection of Personal Information and shall, subject to Using Agency's written request to the contrary, minimize the collection of Personal Information.

6.15. Advertising and Sale of Using Agency Data. Nothing in this Agreement shall be construed to limit or prohibit a Using Agency's right to advertise, sell or otherwise distribute Using Agency Data as permitted by the Cook County Code of Ordinances.

7. DATA SECURITY BREACH

7.1. Notice to Using Agency. Contractor shall provide to the Using Agency written notice of such Data Security Breach promptly following, and in no event later than one (1) business day following, the discovery or suspicion of the occurrence of a Data Security Breach. Such notice shall summarize in reasonable detail the nature of the Using Agency Data that may have been exposed, and, if applicable, any persons whose Personal Information may have been affected, or exposed by such Data Security Breach. Contractor shall not make any public announcements relating to such Data Security Breach without the Using Agency's prior written approval.

7.2. Data Breach Responsibilities. If Contractor knows or has reason to know that a Data Security Breach has occurred (or potentially has occurred), Contractor shall: (a) reasonably cooperate with the Using Agency in connection with the investigation of known and suspected Data Security Breaches; (b) perform any corrective actions that are within the scope of the Services; and (c) at the request and under the direction of the Using Agency, take any all other remedial actions that the Using Agency deems necessary or appropriate, including without limitation, providing notice to all persons whose Personal Information may have been affected or exposed by such Data Security Breach, whether or not such notice is required by Law.

7.3. Data Breach Exercises. Contractor shall conduct annual Data Breach exercises. Upon Using Agency request, Contractor shall coordinate its exercises with the Using Agency.

7.4. Costs. The costs incurred in connection with Contractor's obligations set forth in Section 7 or Using Agency's obligations under relevant Data Security Laws shall be the responsibility of the Party whose acts or omissions caused or resulted in the Data Security Beach and may include without limitation: (a) the development and delivery of legal notices or reports required by Law, including research and analysis to determine whether such notices or reports may be required; (b) examination and repair of Using Agency Data that may have been altered or damaged in connection with the Data Security Breach, (c) containment, elimination and remediation of the Data Security Breach, and (d) implementation of new or additional security measures reasonably necessary to prevent additional Data Security Breaches; (e) providing notice to all persons whose Personal Information may have been affected or exposed by such Data Security Breach, whether or required by Law; (f) the establishment of a toll-free telephone number, email address, and staffing of corresponding communications center where affected persons may receive information relating to the Data Security Breach; (g) the provision of one (1) year of credit monitoring/repair and/or identity restoration/insurance for affected persons.

8. AUDIT RIGHTS

8.1. Generally. Contractor and its Subcontractors shall provide access to any records, facilities, personnel, and systems relating to the Services, at any time during standard business hours, to the Using Agency and its internal or external auditors, inspectors and regulators in order to audit, inspect, examine, test, and verify: (a) the availability, integrity and confidentiality of Using Agency Data and examine the systems that process, store, support and transmit Using Agency Data; (b) controls placed in operation by Contractor and its Subcontractors relating to Using Agency Data and any Services; (c) Contractor's disaster recovery and backup/recovery processes and procedures; and (d) Contractor's performance of the Services in accordance with the Agreement. The aforementioned Using Agency audit rights include the Using Agency's right to verify or conduct its own SOC 2 audits.

8.2. Security Audits. Contractor shall perform, at its sole cost and expense, a security audit no less frequently than every twelve (12) months. The security audit shall test Contractor's compliance with security standards and procedures set forth in: (a) this Agreement, (b) the Standards and Procedures Manual, and (c) any security standards and procedures otherwise agreed to by the Parties.

8.3. Service Organization Control (SOC 2), Type II Audits. Contractor shall, at least once annually in the fourth (4^{th}) calendar quarter and at its sole cost and expense, provide to the Using Agency and its auditors a Service Organization Control (SOC 2), Type II report for all locations at which the Using Agency Data is processed or stored.

8.4. Audits Conducted by Contractor. Contractor promptly shall make available to the Using Agency the results of any reviews or audits conducted by Contractor and its Subcontractors, agents or representatives (including internal and external auditors), including SOC 2 audits, relating to Contractor's and its Subcontractors' operating practices and procedures to the extent relevant to the Services or any of Contractor's obligations under the Agreement. To the extent that the results of any such audits reveal deficiencies or issues that impact the Using Agency or the Services, Contractor shall provide the Using Agency with such results promptly following completion thereof.

8.5. Internal Controls. Contractor shall notify the Using Agency prior to modifying any of its internal controls that impact the Using Agency, the Services and/or Using Agency Data and shall demonstrate compliance with this Agreement.

8.6. Subcontractor Agreements. Contractor shall ensure that all agreements with its Subcontractors performing Services under this Agreement contain terms and conditions consistent with the Using Agency's audit rights.

9. RIGHT TO EXIT ASSISTANCE

9.1. Payment for Exit Assistance Services. Exit Assistance Services shall be deemed a part of the Services and included within the Contractor's fees under this Agreement, except as otherwise detailed in this Agreement.

9.2. General. Upon Using Agency's request in relation to any termination, regardless of reason, or expiration of the Agreement, in whole or in part, Contractor shall provide the Using Agency and each of its designees Exit Assistance Services. During the Exit Assistance Period, Contractor shall continue to perform the terminated Services except as approved by the Using Agency and included in the Exit Assistance Plan. Contractor's obligation to provide the Exit Assistance Services shall not cease until the Services have been completely transitioned to the Using Agency or the Using Agency's designee(s) to the Using Agency's satisfaction.

9.3. Exit Assistance Period. Contractor shall: (a) commence providing Exit Assistance Services at the Using Agency's request (i) up to six (6) months prior to the expiration of the Agreement, or (ii) in the event of termination of the Agreement or any Services hereunder, promptly following receipt of notice of termination from the Party giving such notice (such date notice is received, the "Termination Notice Date"), and (b) continue to provide the Exit Assistance Services through the effective date of termination or expiration of the Agreement or the applicable terminated Services (as applicable, the "Termination Date") (such period, the "Exit Assistance Period"). At the Using Agency's option, the Exit Assistance Period may be extended for a period of up to twelve (12) months after the Termination Date. The Using Agency shall provide notice regarding its request for Exit Assistance Services at least sixty (60) days prior to the date upon which the Using Agency requests that Contractor commence Exit Assistance Services unless such time is not practicable given the cause of termination.

9.4. Manner of Exit Assistance Services. Contractor shall perform the Exit Assistance Services in a manner that, to the extent the same is within the reasonable control of Contractor: (a) is in accordance with the Using Agency's reasonable direction; (b) is in cooperation with, and causes its Subcontractors to cooperate with, the Using Agency and the Using Agency's designee(s); (c) supports the efficient and orderly transfer of the terminated Services to the Using Agency; (d) minimizes any impact on the Using Agency's operations; (e) minimizes any internal and Third Party costs incurred by the Using Agency and the Using Agency's designee(s); and (f) minimizes any disruption or deterioration of the terminated Services. Exit Assistance Plan.

9.5.1. Contractor shall develop and provide to the Using Agency, subject to the Using Agency's approval and authorization to proceed, an Exit Assistance Plan that shall: (a) describe responsibilities and actions to be taken by Contractor in performing the Exit Assistance Services; (b) describe in detail any Using Agency Responsibilities which are necessary for Contractor to perform the Exit Assistance Services; (c) describe how any transfer of Assets and any novation, assignment or transfer of contracts will be achieved during the Exit Assistance Period; (d) detail the return, and schedule for return, of Using Agency Data and other Using Agency-specific information to be provided; (e) set out the timetable for the transfer of each element of the terminated Services (including key milestones to track the progress); (f) identify a responsible party for each service, task and responsibility to be performed under the Exit Assistance Plan; and (g) specify reasonable acceptance criteria and testing procedures to confirm whether the transfer of the terminated Services has been successfully completed. Following the Using Agency's approval of, and authorization to proceed with the final Exit Assistance Plan, Contractor will perform the Exit Assistance Services in accordance with the Exit Assistance Plan.

9.6. Exit Assistance Management. Within the first thirty (30) days of the Exit Assistance Period, Contractor will appoint a senior project manager to be responsible for, and Contractor's primary point of contact for, the overall performance of the Exit Assistance Services. Upon Using Agency request, Contractor will provide individuals with the required expertise to perform Exit Assistance Services, even if those individuals are not currently performing Services. Contractor will promptly escalate to the Using Agency any failures (or potential failures) regarding the Exit Assistance Services. Contractor will meet weekly with the Using Agency and provide weekly reports describing: the progress of the Exit Assistance Services against the Exit Assistance Plan; any risks encountered during the performance of the Exit Assistance Services; and proposed steps to mitigate such risks. The Using Agency may appoint, during the Exit Assistance Period, a Using Agency designee to be the Using Agency's primary point of contact and/or to operationally manage Contractor during the Exit Assistance Period.

9.7. Removal of Contractor Materials. Contractor shall be responsible at its own expense for de-installation and removal from the Using Agency Facilities any Equipment owned or leased by Contractor that is not being transferred to the Using Agency under the Agreement subject to the Using Agency's reasonable procedures and in a manner that minimizes the adverse impact on the Using Agency. Prior to removing any documents, equipment, software or other material from any Using Agency Facility, Contractor shall provide the Using Agency with reasonable prior written notice identifying the property it intends to remove. Such identification shall be in sufficient detail to apprise the Using Agency of the nature and ownership of such property.

9.8. Using Agency-specific Information. Upon Using Agency's request, Contractor will specifically provide to the Using Agency the following Using Agency Data to relating to the Services: (a) SLA statistics, reports and associated raw data; (b) operational logs; (c) the Standards and Procedures Manual; (d) Incident and Problem logs for at least the previous two (2) years; (e) security features; (f) passwords and password control policies; (g) identification of work planned or in progress as of the Termination Date, including the current status of such work and projects; and (h) any other information relating to the Services or the Using Agency's IT or operating environment which would be required by a reasonably skilled and experienced Contractor of services to assume and to continue to perform the Services following the Termination Date without disruption or deterioration. This section shall not limit any other rights and duties relating to Using Agency Data.

9.9. Subcontractors and Third Party Contracts. For each contract for which Using Agency has an option to novate or transfer, Contractor will supply the following information upon Using Agency's request: (a) description of the goods or service being provided under the contract; (b) whether the contract exclusively relates to the Services; (c) whether the contract can be assigned, novated or otherwise transferred to the Using Agency or its designee and any restrictions or costs associated with such a transfer; (d) the licenses, rights or permissions granted pursuant to the contract by the Third Party; (e) amounts payable pursuant to the terms of such contract; (f) the remaining term of the contract and termination rights; and (g) contact details of the Third Party. Contractor's agreements with Third Parties that predominantly or exclusively relate to this Agreement shall not include any terms that would restrict such Third Parties from entering into agreements with the Using Agency or its designees as provided herein.

9.10. Knowledge Transfer. As part of the Exit Assistance Services and upon Using Agency's reasonable request, Contractor will provide knowledge transfer services to the Using Agency or the Using Agency's designee to allow the Using Agency or such designee to fully assume, become self-reliant with respect to, and continue without interruption, the provision of the terminated Services. Contractor shall: allow personnel of the Using Agency or the Using Agency's designee to work alongside Contractor Personnel to shadow their role and enable knowledge transfer; answer questions; and explain procedures, tools, utilities, standards and operations used to perform the terminated Services.

9.11. Change Freeze. Unless otherwise approved by the Using Agency or required on an emergency basis to maintain the performance of the Services in accordance with the Performance Standards and SLAs, during the Exit Assistance Period, Contractor will not make or authorize material Changes to: (a) the terminated Services, including to any Equipment, Software or other facilities used to perform the terminated Services; and (b) any contracts entered into by Contractor that relate to the Services (including contracts with Subcontractors).

9.12. Software Licenses. If and as requested by the Using Agency as part of the Exit Assistance Services, Contractor shall: (a) re-assign licenses to the Using Agency or the Using Agency's designee any licenses for which Contractor obtained Required Consents; (b) grant to the Using Agency, effective as of the Termination Date, at no cost to the Using Agency, a license under Contractor's then-current standard license terms made generally available by Contractor to its other commercial customers in and to all Contractor-Provided Software that constitutes generally commercially available Software that was used by Contractor on a dedicated basis to perform the Services and is reasonably required for the continued operation of the supported environment or to enable the Using Agency to receive services substantially similar to the Services for which Contractor utilized such Software; and with respect to such Software, Contractor shall offer to the Using Agency maintenance (including all enhancements and upgrades) at the lesser of a reasonable rate or the rates Contractor offers to other commercial customers for services of a similar nature and scope; (c) grant to the Using Agency, effective as of the Termination Date, a non-exclusive, non-transferable, fully-paid, royalty-free, perpetual, irrevocable, worldwide license following expiration of the Exit Assistance Period in and to all Contractor-Provided Software that does not constitute generally commercially available Software that is incorporated into the supported environment, which license shall extend only to the use of such Software by the Using Agency or its designee (subject to Contractor's reasonable confidentiality requirements) to continue to enable the Using Agency to receive services substantially similar to the Services for which Contractor utilized such Software; and (d) provide the Using Agency with a copy of the Contractor-Provided Software described in this Section in such media as requested by the Using Agency, together with object code and appropriate documentation.

10. MISCELLANEOUS

10.1. Survival. Sections 1 (Definitions for Special Conditions), 4 (Intellectual Property), 7 (Data Security Breach), and 8 (Audit Rights) shall survive the expiration or termination of this Agreement for a period of five (5) years (and Sections 5 (Using Agency Data and Confidentiality) and 10 (Miscellaneous) shall survive for a period of ten [10] years) from the later of (a) the expiration or termination of this Agreement (including any Exit Assistance Period), or (b) the return or destruction of Using Agency Confidential Information as required by this Agreement.

10.2. No Limitation. The rights and obligations set forth in these IT special conditions exhibit do not limit the rights and obligations set forth in any Articles of the Professional Services Agreement. For the avoidance of doubt, the use of County in the PSA or GC shall expressly include Using Agency and vice versa.

10.3. No Waiver of Tort Immunity. Nothing in this Agreement waives immunity available to the Using Agency under Law, including under the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq.

10.4. No Click-Wrap or Incorporated Terms. The Using Agency is not bound by any content on the Contractor's website, in any click-wrap, shrink-wrap, browse-wrap or other similar document, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the Using Agency has actual knowledge of the content and has expressly agreed to be bound by it in a writing that has been manually signed by the County's Chief Procurement Officer.

10.5. Change Requests. Except as otherwise set forth in this Agreement, this Section 10.5 shall govern all Change Requests and Change Orders. If either Party believes that a Change Order is necessary or desirable, such Party shall submit a Change Request to the other. Contractor represents to Using Agency that it has factored into Contractor's fees adequate contingencies for *de minimis* Change Orders. Accordingly, if Change Requests are made, they will be presumed not to impact the fees under this Agreement; provided, however, that if the Change Request consists of other than a *de minimis* deviation from the scope of the Services and/or Deliverables, Contractor shall provide Using Agency with written notification of such other deviation within five (5) business days after receipt of the Change Request. In the event of a Using Agency-initiated Change Request, within five (5) business days of Contractor's receipt of such Change Request, Contractor shall provide to Using Agency a written statement describing in detail: (a) the reasonably anticipated impact on any Services and Deliverables as a result of the Change Request including, without limitation, Changes in Software and Equipment, and (b) the fixed cost or cost estimate for the Change Request. If Licensor submits a Change Request to Customer, such Change Request shall include the information required for a Change Response.

10.6. Change Orders. Any Change Order that increases the cost or scope of the Agreement, or that materially affects the rights or duties of the Parties as set forth the Agreement, must be agreed upon by the Using Agency in a writing executed by the County's Chief Procurement Officer. In all cases, the approval of all Change Requests and issuance of corresponding Change Orders must comply the County's Procurement Code. If either Party rejects the other's Change Request, Contractor shall proceed to fulfill its obligations under this Agreement.

Exhibit 6
Electronic Payable Program

OFFICE OF THE COOK COUNTY COMPTROLLER
ELECTRONIC PAYABLES PROGRAM ("E-PAYABLES")

FOR INFORMATION PURPOSES ONLY

This document describes the Office of the Cook County Comptroller's Electronic Payables Program ("E-Payables").
If you wish to participate in E-Payables, please contact the Cook County Comptroller's Office, Accounts Payable, 118 N. Clark Street, Room 500, Chicago, IL 60602.

DESCRIPTION
To increase payment efficiency and timeliness, we have introduced E-Payables program, a new payment initiative to our accounts payable model. This new initiative utilizes a Visa purchasing card and operates through the Visa payment network. This is County's preferred method of payment and your participation in our Visa purchasing card program will provide mutual benefits both to your organization and ours.

As a vendor, you may experience the following benefits by accepting this new payment type:

- Improved cash flow and accelerated payment
- Reduced paperwork and a more streamlined accounts receivable process
- Elimination of stop payment issues
- Reduced payment delays
- Reduced costs for handling paper checks
- Payments settled directly to your merchant account

There are two options within this initiative:

1. Dedicated Credit Card – "PULL" Settlement
For this option, you will have an assigned dedicated credit card to be used for each payment. You will provide a point of contact within your organization who will keep credit card information on file. Each time a payment is made, you will receive a remittance advice via email detailing the invoices being paid. Each time you receive a remittance advice, you will process payments in the same manner you process credit card transactions today.

2. One-Time Use Credit Card – "SUGA" Settlement
For this option, you will provide a point of contact within your organization who will receive an email notification authorizing you to process payments in the same manner you process credit card transactions today. Each time payment is made, you will receive a remittance advice, via email, detailing the invoices being paid. Also, each time you receive a remittance advice, you will receive a new, unique credit card number. This option is ideal for suppliers who are unable to keep credit card account information on file.

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Exhibit 7
Identification of Subcontractor/Supplier/SubContractor Form

Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form

OCPO ONLY:
◯ Disqualification
Ⓧ Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract**. In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 2112-06151	Date: 8/17/2021
Total Bid or Proposal Amount: $10,372,044.00	Contract Title: Website Hosting and Support
Contractor: Clarity Partners, LLC	Subcontractor/Supplier/ Subconsultant to be added or substitute: Deft (formerly known as ServerCentral Turing Group)
Authorized Contact for Contractor: Rodney S. Zech, Managing Member	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Eric Dynowski, Chief Solutions Officer
Email Address (Contractor): r.zech@claritypartners.com	Email Address (Subcontractor): edynowski@deft.com
Company Address (Contractor): 20 N. Clark Street, Suite 3600	Company Address (Subcontractor): 111 W. Jackson Blvd #1600
City, State and Zip (Contractor): Chicago, IL 60602	City, State and Zip (Subcontractor): Chicago, IL 60604
Telephone and Fax (Contractor) Phone: (312) 920-0550; Fax: (312) 920-0554	Telephone and Fax (Subcontractor) Phone: (312) 829-1111; Fax: n/a
Estimated Start and Completion Dates (Contractor) TBD	Estimated Start and Completion Dates (Subcontractor) TBD

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

Description of Services or Supplies	**Total Price of Subcontract for Services or Supplies**
AWS Managed Hosting services	$1,835,600

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Clarity Partners, LLC
Contractor

Rodney S. Zech
Name

Managing Member
Title

Prime Contractor Signature

8/17/2021
Date

Exhibit 8
MBE/WBE Utilization Plan

OFFICE OF CONTRACT COMPLIANCE
Nicole Mandeville
DIRECTOR
118 N. Clark, County Building, Room 1020 ● Chicago, Illinois 60602 ● (312) 603-5502

TONI PRECKWINKLE
PRESIDENT
Cook County Board of Commissioners

BRANDON JOHNSON
1st District

DENNIS DEER
2nd District

BILL LOWRY
3rd District

STANLEY MOORE
4th District

DEBORAH SIMS
5th District

DONNA MILLER
6th District

ALMA E. ANAYA
7th District

LUIS ARROYO, JR.
8th District

PETER N. SILVESTRI
9th District

BRIDGET GAINER
10th District

JOHN P. DALEY
11th District

BRIDGET DEGNEN
12th District

LARRY SUFFREDIN
13th District

SCOTT R. BRITTON
14th District

KEVIN B. MORRISON
15th District

FRANK AGUILAR
16th District

SEAN M. MORRISON
17th District

October 27, 2021

Mr. Raffi Sarrafian
Chief Procurement Officer
County Building-Room 1018
Chicago, IL 60602

Re: Contract No. 2112-06151
Website Hosting and Support
Bureau of Technology

Dear Mr. Sarrafian:

The following bid for the above-referenced Target Market contract has been reviewed for compliance with the Minority- and Women- owned Business Enterprises (MBE/WBE) Ordinance and have been found to be responsive to the ordinance.

Bidder: Clarity Partners, LLC
Contract Amount: $10,372,044.00

MBE/WBE	Status	Certifying Agency	Commitment (Direct)
Clarity Partners, LLC	MBE (8)	City of Chicago	100%
		Total	100%

The Office of Contract Compliance has been advised by the Requesting Department that no other bidders are being recommended for award. Original MBE/WBE forms were used in the determination of the responsiveness of this contract.

Sincerely,

Lisa Alexander

Lisa Alexander
Contract Compliance Deputy Director
LA/ae

cc: CoMakiya Baskin Smith, OCPO
Carlyn Augustave, BOT

MBE/WBE UTILIZATION PLAN - FORM 1

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions – Section 19.

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

✓ Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current Letter of Certification)

___ Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available online at www.cookcountyil.gov/contractcompliance)

___ Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II below and the Letter(s) of Intent – Form 2).

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

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

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

MBE/WBE Firm: Clarity Partners, LLC (MBE)

Address: 20 N. Clark St, Suite 3600, Chicago, IL 60602

E-mail: r.zech@claritypartners.com

Contact Person: Rodney Zech Phone: (312) 920-0550

Dollar Amount Participation: $ 4,369,704.00

Percent Amount of Participation: 70.4 %

*Letter of Intent attached? Yes ✓ No ___
*Current Letter of Certification attached? Yes ✓ No ___

MBE/WBE Firm: ___

Address: ___

E-mail: ___

Contact Person: ___ Phone: ___

Dollar Amount Participation: $ ___

Percent Amount of Participation: ___ %

*Letter of Intent attached? Yes ___ No ___
*Current Letter of Certification attached? Yes ___ No ___

Attach additional sheets as needed.

*** Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid.**

M/WBE Utilization Plan - Form 1 Revised: 01/29/2014

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Clarity Partners, LLC

Certifying Agency: City of Chicago

Contact Person: Rodney Zech

Certification Expiration Date: 5/15/2026

Address: 20 N Clark St Suite 3600

Ethnicity: Asian

City/State: Chicago, IL Zip: 60602

Bid/Proposal/Contract #: 2112-06151

Phone: (312) 920-0550 Fax: (312) 920-0554

FEIN #: 80-0123899

Email: r.zech@claritypartners.com

Participation: [✓] Direct [ ] Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

[✓] No [ ] Yes – Please attach explanation. Proposed Subcontractor(s): _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: *(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)*

Clarity Partners will provide web site and web application design, development, maintenance, and enhancement services.

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

Dollar Amount = $4,369,704.00
Percentage = 70.4%
Terms of payment = N/A since we are the MBE and prime contractor.

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (*M/WBE*)

Rodney S. Zech, Managing Member
Print Name

Clarity Partners, LLC
Firm Name

8/17/2021
Date

Subscribed and sworn before me

this 17th day of August, 20 21.

Notary Public Jennifer Tello

OFFICIAL SEAL
JENNIFER TELLO
NOTARY PUBLIC, STATE OF ILLINOIS
COOK COUNTY
MY COMMISSION EXPIRES 06/28/2022
SEAL

Signature (*Prime Bidder/Proposer*)

Rodney S. Zech, Managing Member
Print Name

Clarity Partners, LLC
Firm Name

8/17/2021
Date

Subscribed and sworn before me

this 17th day of August, 20 21.

Notary Public Jennifer Tello

OFFICIAL SEAL
JENNIFER TELLO
NOTARY PUBLIC, STATE OF ILLINOIS
COOK COUNTY
MY COMMISSION EXPIRES 06/28/2022
SEAL

PETITION FOR REDUCTION/WAIVER OF MBE/WBE PARTICIPATION – FORM 3

A. BIDDER/PROPOSER HEREBY REQUESTS: Clarity Partners is a certified MBE firm and therefore we do not require a waiver of MBE/WBE participation.

☐ **FULL MBE WAIVER** ☐ **FULL WBE WAIVER**

☐ **REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)**

_____% of Reduction for MBE Participation
_____% of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request.

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

☐ (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. **(Please explain)**

☐ (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. **(Please explain)**

☐ (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. **(Please explain)**

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

☐ (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. **(Attach of copy written solicitations made)**

☐ (2) Used the services and assistance of the Office of Contract Compliance staff. **(Please explain)**

☐ (3) Timely notified and used the services and assistance of community, minority and women business organizations. **(Attach of copy written solicitations made)**

☐ (4) Followed up on initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. **(Attach supporting documentation)**

☐ (5) Engaged MBEs & WBEs for direct/indirect participation. **(Please explain)**

D. OTHER RELEVANT INFORMATION

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

M/WBE Reduction/Waiver Request - Form 3 Revised: 01/29/14

CITY OF CHICAGO

DEPARTMENT OF PROCUREMENT SERVICES

MAY 18 2021

David C. Namkung
Clarity Partners, LLC
20 N. Clark Street, Suite 3600.
Chicago, Illinois 60602

Dear Mr. Namkung:

We are pleased to inform you that **Clarity Partners, LLC** is recertified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **5/15/2026**; however, your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an **annual No-Change Affidavit**. Your firm's annual No-Change Affidavit is due by **5/15/2022, 5/15/2023, 5/15/2024 and 5/15/2025**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **5/15/2026**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **3/15/2026.**

It is important to note that you also have an ongoing affirmative duty to notify the City 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, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as an **MBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

121 NORTH LASALLE STREET, ROOM 806, CHICAGO, ILLINOIS 60602

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

Be advised that 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. 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 the individual or entity, or the individual or entity assisted 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 and not more than $10,000 or both.

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

NAICS Code(s):
518210 – Data Entry Services
518210 – Web Hosting
541511 – Custom Computer Programming Services
541512 – Computer Systems Design Services
541611 – Administrative Management and General Management Consulting Services

Your firm's participation on City contracts will be credited only toward **MBE** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,

Monica Jimenez
Acting Chief Procurement Officer

MJ/lj

Cook County Government
M/WBE Reciprocal Certification Affidavit

Firm Name Clarity Partners, LLC

Address 20 N. Clark Street, Suite 3600 City Chicago

County Cook State Illinois Zip 60602

Phone (312) 920-0550 Email d.namkung@claritypartners.com

I David Namkung (*Authorized Representative*), Managing Member (*Print Title*)

of Clarity Partners, LLC (*Name of Firm*) do hereby affirm:

1) Clarity Partners, LLC (*Name of Firm*) is a Minority and/or Women Business Enterprise currently certified by the City of Chicago as: [ ] Black- [ ] Hispanic- [✓] Asian- [ ] Woman-owned business.

2) With respect to Clarity Partners, LLC (*Name of Firm*), the personal net worth of the qualifying (51%) individual(s) does not exceed $2,210,847, excluding the individual's ownership interest in the M/WBE firm and the equity of the owner's primary residence, and otherwise meets the requirements of Chapter 34, Article IV of the Cook County Procurement Code. (As per Section 34-263 of the Cook County Procurement Code, an individual's personal net worth includes only his or her own Share of assets held jointly or as community/marital property with the individual's spouse.)

3) The average annual gross receipts of Clarity Partners, LLC (*Name of Firm*), as derived from tax filings over the five most recent years, does not exceed the Small Business Size Standards published by the U.S. Small Business Administration found in Title 13, Code of Federal Regulations, Part 121. (http://www.sba.gov/content/small-business-size-standards)

Upon penalty of perjury, I David Namkung (*Authorized Representative*) affirm that, to the best of my knowledge and belief, the information herein is true and accurate.

Signature David C. Mc *Title* Managing Member *Date* 08/17/2021

Subscribed and sworn to before me this 17th day of August (Month) / 2021 (Year)

Jennifer Tello
(Notary's Signature)

Notary's Seal

OFFICIAL SEAL
JENNIFER TELLO
NOTARY PUBLIC, STATE OF ILLINOIS
COOK COUNTY
MY COMMISSION EXPIRES 06/28/2022

My Commission Expires 6/28/2022

Revised 6/2014

I. POLICY AND GOALS

A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County Contracts and to eliminate arbitrary barriers for participation in such Contracts by local businesses certified as a Minority Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) as both prime and sub-contractors. In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes annual goals for MBE and WBE participation as outlined below:

Contract Type	**Goals**	
	MBE	**WBE**
Goods and Services	25%	10%
Construction	24%	10%
Professional Services	35% Overall	

B. **The County shall set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in this solicitation document. he MBE/WBE participation goals for this Agreement will only be open to MBE and/or WBE who are currently certified in the Cook County Marketplace to provide the goods and services required by this contract..** A Bid, Quotation, or Proposal shall be rejected if the County determines that it fails to comply with this General Condition in any way, including but not limited to: (i) failing to state an enforceable commitment to achieve for this contract the identified MBE/WBE Contract goals; or (ii) failing to include a Petition for Reduction/Waiver, which states that the goals for MBE/WBE participation are not attainable despite the Bidder or Proposer Good Faith Efforts, and explains why. If a Bid, Quotation, or Proposal is rejected, then a new Bid, Quotation, or Proposal may be solicited if the public interest is served thereby.

C. To the extent that a Bid, Quotation, or Proposal includes a Petition for Reduction/Waiver that is approved by the Office of Contract Compliance, the Contract specific MBE and WBE participation goals may be achieved by the proposed Bidder or Proposer's status as an MBE or WBE; by the Bidder or Proposer's enforceable joint-venture agreement with one or more MBEs and/or WBEs; by the Bidder or Proposer entering into one or more enforceable subcontracting agreements with one or more MBE and WBE; by the Bidder or Proposer establishing and carrying out an enforceable mentor/protégé agreement with one or more MBE and WBE; by the Bidder or Proposer actively engaging the Indirect Participation of one or more MBE and WBE in other aspects of its business; or by any combination of the foregoing, so long as the Utilization Plan evidences a commitment to meet the MBE and WBE Contract goals set forth in (B) above, as approved by the Office of Contract Compliance.

D. A single Person, as defined in the Procurement Code, may not be utilized as both an MBE and a WBE on the same Contract, whether as a Consultant, Subcontractor or supplier.

E. Unless specifically waived in the Bid or Proposal Documents, this Exhibit; the Ordinance; and the policies and procedures promulgated thereunder shall govern. If there is a conflict between this Exhibit and the Ordinance or the policies and procedures, the Ordinance shall control.

F. A Consultant's failure to carry out its commitment regarding MBE and WBE participation in the course of the Contract's performance may constitute a material breach of the Contract. If such breach is not appropriately cured, it may result in withholding of payments under the Contract, contractual penalties, disqualification and any other remedy provided for in Division 4 of the Procurement Code at law or in equity.

II. REQUIRED BID OR PROPOSAL SUBMITTALS

A Bidder or Proposer shall document its commitment to meeting the Contract specific MBE and WBE participation goals by submitting a Utilization Plan with the Bid or Proposal. The Utilization Plan shall include (1) one or more Letter(s) of Intent from the relevant MBE and WBE firms; and (2) current Letters of Certification as an MBE or WBE. Alternatively, the Bidder or Proposer shall submit (1) a written Petition for Reduction/Waiver with the Bid, Quotation or Proposal, which documents its preceding Good Faith Efforts and an explanation of its inability to meet the goals for MBE and WBE participation. The Utilization Plan shall be submitted at the time that the bid or proposal is due. **Failure to include a Utilization Plan will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

A. MBE/WBE Utilization Plan

Each Bid or Proposal shall include a complete Utilization Plan, as set forth on Form 1 of the M/WBE Compliance Forms. The Utilization Plan shall include the name(s), mailing address, email address, and telephone number of the principal contact person of the relevant MBE and WBE firms. If the Bidder or Proposer submits a Bid or Proposal, and any of their subconsultants, suppliers or consultants, are certified MBE or WBE firms, they shall be identified as an MBE or WBE within the Utilization Plan.

1. Letter(s) of Intent

Except as set forth below, a Bid or Proposal shall include, as part of the Utilization Plan, one or more Letter(s) of Intent, as set forth on Form 2 of the M/WBE Compliance Forms, executed by each MBE and WBE and the Bidder or Proposer. The Letter(s) of Intent will be used to confirm that each MBE and WBE shall perform work as a Subcontractor, supplier, joint venture, or consultant on the Contract. Each Letter of Intent shall indicate whether and the degree to which the MBE or WBE will provide goods or services directly or indirectly during the term of the Contract. The box for direct participation shall be marked if the proposed MBE or WBE will provide goods or services directly related to the scope of the Contract. The box for Indirect participation shall be marked if the proposed MBE or WBE will not be directly involved in the Contract but will be utilized by the Bidder or Proposer for other services not related to the Contract. Indirect Participation shall not

be counted toward the participation goal. Each Letter of Intent shall accurately detail the work to be performed by the relevant MBE or WBE firm, the agreed dollar amount, the percentage of work, and the terms of payment.

Failure to include Letter(s) of Intent will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

All Bids and Proposals must conform to the commitments made in the corresponding Letter(s) of Intent, as may be amended through change orders.

The Contract Compliance Director may at any time request supplemental information regarding Letter(s) of Intent, and such information shall be furnished if the corresponding Bid or Proposal is to be deemed responsive.

2. Letter(s) of Certification

Only current Letter(s) of Certification from one of the following entities may be accepted as proof of certification for MBE/WBE status, provided that Cook County's requirements for certification are met:

- County of Cook
- City of Chicago

Persons that are currently certified by the City of Chicago in any area other than Construction/Public Works shall also complete and submit a MBE/WBE Reciprocal Certification Affidavit along with a current letter of certification from the City of Chicago. This Affidavit form can be downloaded from www.cookcountyil.gov/contractcompliance.

The Contract Compliance Director may reject the certification of any MBE or WBE on the ground that it does not meet the requirements of the Ordinance, or the policies and rules promulgated thereunder.

3. Joint Venture Affidavit

In the event a Bid or Proposal achieves MBE and/or WBE participation through a Joint Venture, the Bid or Proposal shall include the required Joint Venture Affidavit, which can be downloaded from www.cookcountyil.gov/contractcompliance. The Joint Venture Affidavit shall be submitted with the Bid or Proposal, along with current Letter(s) of Certification.

B. Petition for Reduction/Waiver

In the event a Bid or Proposal does not meet the Contract specific goals for MBE and WBE participation, the Bid or Proposal shall include a Petition for Reduction/Waiver, as set forth on Form 3. The Petition for Reduction/Waiver shall be supported by sufficient evidence and documentation to demonstrate the Bidder or Proposer's Good Faith Efforts in

attempting to achieve the applicable MBE and WBE goals, and its inability to do so despite its Good Faith Efforts.

Failure to include Petition for Reduction/Waiver will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

III. REDUCTION/WAIVER OF MBE/WBE GOALS

A. Granting or Denying a Reduction/Waiver Request.

1. The adequacy of the Good Faith Efforts to utilize MBE and WBE firms in a Bid or Proposal will be evaluated by the CCD under such conditions as are set forth in the Ordinance, the policies and rules promulgated thereunder, and in the "Petition for Reduction/Waiver of MBE/WBE Participation Goals" – Form 3 of the M/WBE Compliance Forms.

2. With respect to a Petition for Reduction/Waiver, the sufficiency or insufficiency of a Bidder or Proposer's Good Faith Efforts shall be evaluated by the CCD as of the date upon which the corresponding Bid or Proposal was due.

3. The Contract Compliance Director or his or her duly authorized Waiver Committee may grant or deny the Petition for Reduction/Waiver based upon factors including but not limited to: (a) whether sufficient qualified MBE and WBE firms are unavailable despite good faith efforts on the part of the Bidder or Proposer; (b) the degree to which specifications and the reasonable and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract into sufficiently small tasks or quantities so as to enable the Bidder or Proposer to utilize MBE and WBE firms in accordance with the applicable goals; (c) the degree to which the prices or prices required by any potential MBE or WBE are more that 10% above competitive levels; and (d) such other factors as are determined relevant by the Contract Compliance Director or the duly authorized Waiver Committee.

4. If the Contract Compliance Director or the duly authorized Waiver Committee determines that the Bidder or Proposer has not demonstrated sufficient Good Faith Efforts to meet the applicable MBE and WBE goals, the Contract Compliance Director or the duly authorized Waiver Committee may deny a Petition for Reduction/Waiver, declare the Bid or Proposal non-responsive, and recommend rejection of the Bid, Quotation, or Proposal.

IV. CHANGES IN CONSULTANT'S UTILIZATION PLAN

A. A Consultant, during its performance of the Contract, may not change the original MBE or WBE commitments specified in the relevant Utilization Plan, including but not limited to, terminating a MBE or WBE Contract, reducing the scope of the work to be performed by a MBE/WBE, or decreasing the price to a MBE/WBE, except as

otherwise provided by the Ordinance and according to the policies and procedures promulgated thereunder.

B. Where a Person listed under the Contract was previously considered to be a MBE or WBE but is later found not to be, or work is found not to be creditable toward the MBE or WBE goals as stated in the Utilization Plan, the Consultant shall seek to discharge the disqualified enterprise, upon proper written notification to the Contract Compliance Director, and make every effort to identify and engage a qualified MBE or WBE as its replacement. Failure to obtain an MBE or WBE replacement within 30 business days of the Contract Compliance Director's written approval of the removal of a purported MBE or WBE may result in the termination of the Contract or the imposition of such remedy authorized by the Ordinance, unless a written Petition for Reduction/Waiver is granted allowing the Consultant to award the work to a Person that is not certified as an MBE or WBE.

V. NON-COMPLIANCE

If the CCD determines that the Consultant has failed to comply with its contractual commitments or any portion of the Ordinance, the policies and procedures promulgated thereunder, or this Exhibit, the Contract Compliance Director shall notify the Consultant of such determination and may take any and all appropriate actions as set forth in the Ordinance or the policies and procedures promulgated thereunder which includes but is not limited to disqualification, penalties, withholding of payments or other remedies in law or equity.

VI. REPORTING/RECORD-KEEPING REQUIREMENTS

The Consultant shall comply with the reporting and record-keeping requirements in the manner and time established by the Ordinance, the policies and procedure promulgated thereunder, and the Contract Compliance Director. Failure to comply with such reporting and record-keeping requirements may result in a declaration of Contract default. Upon award of a Contract, a Consultant shall acquire and utilize all Cook County reporting and record-keeping forms and methods which are made available by the Office of Contract Compliance. MBE and WBE firms shall be required to verify payments made by and received from the prime Consultant.

VII. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant other legal Equal Employment Opportunity and Civil Rights requirements that relate to Consultant and Subcontractor obligations.

Any questions regarding this section should be directed to:
Contract Compliance Director
Cook County
118 North Clark Street, Room 1020
Chicago, Illinois 60602
(312) 603-5502

Exhibit 9
Board Authorization

Board of Commissioners of Cook County

118 North Clark Street
Chicago, IL

Contract No . 2112-06151

Legislation Details (With Text)

File #:	21-5049 **Version:** 1	**Name:**	Clarity Partners
Type:	Contract (Technology)	**Status:**	Approved
File created:	9/7/2021	**In control:**	Technology and Innovation Committee
On agenda:	11/4/2021	**Final action:**	12/16/2021

Title: PROPOSED CONTRACT (TECHNOLOGY)

Department(s): Bureau of Technology

Vendor: Clarity Partners, LLC, Chicago, Illinois

Request: Authorization for the Chief Procurement Officer to enter into and execute contract

Good(s) or Service(s): Website Hosting and Support

Contract Value: $10,372,044.00

Contract period: 12/20/2021 -12/19/2026 with two (2) - one (1) year renewal options

Potential Fiscal Year Budget Impact: FY22-$2,202,404.50; FY23-$2,202,404.50; FY24-$1,677,275.00; FY 25- $1,677,275.00; FY26- $1,712,685.00

Accounts: BOT: 11000.1490.15050.540137 ($409,000)
Assessor: 11000.1040.15050.520830 ($516,000)
County Clerk: 11000.1110.10155.540149 ($285,000)
State's Attorney: 11100.1250.14245.540135 ($85,575)

Contract Number(s): 2112-06151

Concurrence(s):
The vendor has met the Minority- and Women-owned Business Enterprise Ordinance via direct participation. The prime is a certified MBE.

The Chief Procurement Officer concurs.

The Chief Information Officer has reviewed this item and concurs with this recommendation

Summary: The Bureau of Technology partnered with various County offices to deliver new websites. This includes the County's main website (www.cookcountyil.gov) which covers Offices under the President, Board of Review, Emergency Management and Regional Security, Public Defender and the State's Attorney. The leveraged shared services provide a more centralized approach to delivering website content, reduces the number of site instances, promotes more uniform security practices and helps drive down costs. This agreement is aligned to the Bureau of Technology's guiding principles: shared-first, sustainability, leveraging a Countywide standard along with reuse before buy, and buy before build. A key benefit of this agreement would allow offices like the Assessor and Clerk to take advantage of secure platforms for hosting and delivering content on their websites.

Sponsors:

Indexes: F. THOMAS LYNCH, Chief Information Officer, Bureau of Technology

Code sections:

Attachments:

powered by Legistar™

Date	Ver.	Action By	Action	Result
12/16/2021	1	Board of Commissioners	approve	Pass
12/15/2021	1	Technology and Innovation Committee	recommend for approval	Pass
11/4/2021	1	Board of Commissioners	refer	Pass

PROPOSED CONTRACT (TECHNOLOGY)

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Exhibit 10
Economic Disclosure Statement

COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1– 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 – 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15
6	Cook County Signature Page	EDS 16

SECTION 1
INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

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

Affiliate means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

Code means the Code of Ordinances, Cook County, Illinois available on municode.com.

Contract shall include any written document to make Procurements by or on behalf of Cook County.

Contractor or *Contracting Party* means a person that enters into a Contract with the County.

Control means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

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

Joint Venture means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

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

Lobbyist means any person who lobbies.

Person or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

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

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

RFP means a Request for Proposals issued pursuant to this Procurement Code.

RFQ means a Request for Qualifications issued to obtain the qualifications of interested parties.

INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 3: Economic and Other Disclosures Statement. Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountyil.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

Effective October 1, 2016 all foreign corporations and LLCs must be registered with the Illinois Secretary of State's Office unless a statutory exemption applies to the applicant. Applicants who are exempt from registering must provide a written statement explaining why they are exempt from registering as a foreign entity with the Illinois Secretary of State's Office.

SECTION 2

CERTIFICATIONS

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;

2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;

3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;

4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;

5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;

6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;

7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or

8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

EDS-1

D. DELINQUENCY IN PAYMENT OF TAXES

THE APPLICANT HEREBY CERTIFIES THAT: *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at www.municode.com.

I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at www.municode.com.

J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);

2) Community Development Block Grants;

3) Cook County Works Department;

4) Sheriff's Work Alternative Program; and

5) Department of Correction inmates.

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name Address

None

2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

Local business means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

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

Yes: ✓ No:

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

20 N. Clark Street, Suite 3600

Chicago, IL 60602

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

Yes: ✓ No:

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S): NA

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

b) ✓ The Applicant owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

NA

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

CONTRACT #: 2112-06151

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and

2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

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

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

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

Identifying Information:

Name Clarity Partners, LLC

D/B/A: NA FEIN # Only: 80-123899

Street Address: 20 N. Clark Street, Suite 3600

City: Chicago State: IL Zip Code: 60602

Phone No.: (312) 920-0550 Fax Number: (312) 920-0554 Email: d.namkung@claritypartners.com

Cook County Business Registration Number: NA
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): Illinois LLC File Number - 01141198

Form of Legal Entity:

[ ] Sole Proprietor [ ] Partnership [ ] Corporation [ ] Trustee of Land Trust

[ ] Business Trust [ ] Estate [ ] Association [ ] Joint Venture

[✓] Other (describe) Limited Liability Company

EDS-6

Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder
David C. Namkung	20 N. Clark Street, Suite 3600, Chicago, IL 60602	51%
Rodney S. Zech	20 N. Clark Street, Suite 3600, Chicago, IL 60602	49%

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

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

3. Is the Applicant constructively controlled by another person or Legal Entity? [ ] Yes [✓] No

If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
NA			

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
David C. Namkung	20 N. Clark Street, Suite 3600, Chicago, IL 60602	Managing Member	Perpetual
Rodney S. Zech	20 N. Clark Street, Suite 3600, Chicago, IL 60602	Managing Member	Perpetual

Declaration (check the applicable box):

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

[ ] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

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CONTRACT #: 2112-06151

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

David C. Namkung
Name of Authorized Applicant/Holder Representative (please print or type)

Managing Member
Title

Signature

8/17/2021
Date

d.namkung@claritypartners.com
E-mail address

(312) 920-0550
Phone Number

Subscribed to and sworn before me
this 17th day of August, 2021

My commission expires: 6/28/2022

X
Notary Public Signature

Notary Seal

OFFICIAL SEAL
JENNIFER TELLO
NOTARY PUBLIC, STATE OF ILLINOIS
COOK COUNTY
MY COMMISSION EXPIRES 06/28/2022

EDS-8

CONTRACT #: 2112-06151

COOK COUNTY BOARD OF ETHICS
69 W. WASHINGTON STREET, SUITE 3040
CHICAGO, ILLINOIS 60602
312/603-4304 Office 312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than $25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of $100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

"*Familial relationship*" means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

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

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CONTRACT #: 2112-06151

COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY

Name of Person Doing Business with the County: Clarity Partners, LLC

Address of Person Doing Business with the County: 20 N. Clark Street, Suite 3600, Chicago, IL 60602

Phone number of Person Doing Business with the County: (312) 920-0550

Email address of Person Doing Business with the County: d.namkung@claritypartners.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:
David Namkung, Managing Member, (312) 920-0550, d.namkung@claritypartners.com

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County:

2112-06151

The aggregate dollar value of the business you are doing or seeking to do with the County: $ ~~XXXXXXXXX~~ 10,372,044.00

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: Yaneth Lopez, Senior Contract Negotiator, OCPO

Raffi Sarrafian, Chief Procurement Officer, 118 N. Clark Street, Room 1018, Chicago, IL 60602

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: TBD Cook County Burea of Technology

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

☐ The Person Doing Business with the County **is an individual** and there is **no familial relationship** between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

☑ The Person Doing Business with the County **is a business entity** and there is **no familial relationship** between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

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CONTRACT #: 2112-06151

COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM

☐ The Person Doing Business with the County **is an individual** and **there is a familial relationship** between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
NA			

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

☐ The Person Doing Business with the County **is a business entity** and **there is a familial relationship** between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows**:

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
NA			

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
NA			

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Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
NA			

Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
NA			

Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
NA			

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

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

Signature of Recipient

8/17/2021
Date

SUBMIT COMPLETED FORM TO: Cook County Board of Ethics
69 West Washington Street, Suite 3040, Chicago, Illinois 60602
Office (312) 603-4304 – Fax (312) 603-9988
CookCounty.Ethics@cookcountyil.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (*i.e.* in laws and step relations) or adoption.

EDS-12

CONTRACT #: 2112-06151

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, ***Including Substantial Owners***, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"*Contract*" means any written document to make Procurements by or on behalf of Cook County.

"*Person*" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"*Procurement*" means obtaining supplies, equipment, goods, or services of any kind.

"*Substantial Owner*" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. **County reserves the right to request additional information to verify veracity of information contained in this Affidavit.**

I. Contract Information:

Contract Number: 2112-06151

County Using Agency (requesting Procurement): Cook County Bureau of Technology

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Clarity Partners, LLC

Substantial Owner Complete Name: NA

FEIN# 80-0123899

Date of Birth: NA E-mail address: d.namkung@claritypartners.com

Street Address: 20 N. Clark Street, Suite 3600

City: Chicago State: IL Zip: 60602

Home Phone: [redacted]

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

No *Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq.,* ***YES or NO***

No *Illinois Minimum Wage Act, 820 ILCS 105/1 et seq.,* ***YES or NO***

No *Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq.,* ***YES or NO***

No *Employee Classification Act, 820 ILCS 185/1 et seq.,* **YES or NO**

No *Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq.,* ***YES or NO***

No *Any comparable state statute or regulation of any state, which governs the payment of wages* ***YES or NO***

If the Person/Substantial Owner answered **"Yes"** to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV.**

EDS-13

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered **"Yes"** to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

No *There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner* ***YES or NO***

No *Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation* ***YES or NO***

No *Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default* ***YES or NO***

No *Other factors that the Person or Substantial Owner believe are relevant.* ***YES or NO***

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: David C. Namkung Date: 8/17/2021

Name of Person signing (Print): David C. Namkung Title: Managing Member

Subscribed and sworn to before me this 17th day of August, 2021

X Jennifer Tello
Notary Public Signature

Notary Seal

Note: The above information is subject to verification prior to the award of the Contract.

OFFICIAL SEAL
JENNIFER TELLO
NOTARY PUBLIC, STATE OF ILLINOIS
COOK COUNTY
MY COMMISSION EXPIRES 06/28/2022

EDS-14

CONTRACT #: 2112-06151

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, ***Including Substantial Owners***, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

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"*Procurement*" means obtaining supplies, equipment, goods, or services of any kind.

"*Substantial Owner*" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. **County reserves the right to request additional information to verify veracity of information contained in this Affidavit.**

I. Contract Information:

Contract Number: 2112-06151

County Using Agency (requesting Procurement): Cook County Bureau of Technology

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Clarity Partners, LLC

Substantial Owner Complete Name: David C. Namkung

FEIN# 80-0123899

Date of Birth [redacted] E-mail address: d.namkung@claritypartners.com

Street Address: 20 N. Clark Street, Suite 3600

City: Chicago State: IL Zip: 60602

Home Phone: [redacted]

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

No *Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq.,* ***YES or NO***

No *Illinois Minimum Wage Act, 820 ILCS 105/1 et seq.,* ***YES or NO***

No *Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq.,* ***YES or NO***

No *Employee Classification Act, 820 ILCS 185/1 et seq.,* **YES or NO**

No *Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq.,* ***YES or NO***

No *Any comparable state statute or regulation of any state, which governs the payment of wages* ***YES or NO***

If the Person/Substantial Owner answered **"Yes"** to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV.**

EDS-13

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered **"Yes"** to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

No *There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner* ***YES or NO***

No *Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation* ***YES or NO***

No *Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default* ***YES or NO***

No *Other factors that the Person or Substantial Owner believe are relevant.* ***YES or NO***

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: David C. Namkung Date: 8/17/2021

Name of Person signing (Print): David C. Namkung Title: Managing Member

Subscribed and sworn to before me this 17th day of August, 2021

X Jennifer Tello
Notary Public Signature

Notary Seal

Note: The above information is subject to verification prior to the award of the Contract.

OFFICIAL SEAL
JENNIFER TELLO
NOTARY PUBLIC, STATE OF ILLINOIS
COOK COUNTY
MY COMMISSION EXPIRES 06/28/2022

EDS-14

CONTRACT #: 2112-06151

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, ***Including Substantial Owners***, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

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"*Person*" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"*Procurement*" means obtaining supplies, equipment, goods, or services of any kind.

"*Substantial Owner*" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. **County reserves the right to request additional information to verify veracity of information contained in this Affidavit.**

I. Contract Information:

Contract Number: 2112-06151

County Using Agency (requesting Procurement): Cook County Bureau of Technology

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Clarity Partners, LLC

Substantial Owner Complete Name: Rodney S. Zech

FEIN# 80-0123899

Date of Birth [redacted] E-mail address: r.zech@claritypartners.com

Street Address: 20 N. Clark Street, Suite 3600

City: Chicago State: IL Zip: 60602

Home Phone: [redacted]

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

No *Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq.,* ***YES or NO***

No *Illinois Minimum Wage Act, 820 ILCS 105/1 et seq.,* ***YES or NO***

No *Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq.,* ***YES or NO***

No *Employee Classification Act, 820 ILCS 185/1 et seq.,* **YES or NO**

No *Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq.,* ***YES or NO***

No *Any comparable state statute or regulation of any state, which governs the payment of wages* ***YES or NO***

If the Person/Substantial Owner answered **"Yes"** to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV.**

EDS-13

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered **"Yes"** to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

No *There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner* ***YES or NO***

No *Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation* ***YES or NO***

No *Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default* ***YES or NO***

No *Other factors that the Person or Substantial Owner believe are relevant.* ***YES or NO***

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: Rodney S. Zech Date: 8/17/2021

Name of Person signing (Print): Rodney S. Zech Title: Managing Member

Subscribed and sworn to before me this 17th day of August, 2021

X Jennifer Tello
Notary Public Signature

Notary Seal

Note: The above information is subject to verification prior to the award of the Contract.

OFFICIAL SEAL
JENNIFER TELLO
NOTARY PUBLIC, STATE OF ILLINOIS
COOK COUNTY
MY COMMISSION EXPIRES 06/28/2022

CONTRACT #: 2112-06151

SECTION 5

CONTRACT AND EDS EXECUTION PAGE

PLEASE EXECUTE THREE ORIGINAL PAGES OF EDS

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

Execution by Corporation

NA
Corporation's Name

President's Printed Name and Signature

Telephone

Email

Secretary Signature

Date

Execution by LLC

Clarity Partners, LLC
LLC Name

David C. Namkung
*Member/Manager Printed Name and Signature

8/17/2021
Date

(312) 920-0550 / d.namkung@claritypartners.com
Telephone and Email

Execution by Partnership/Joint Venture

NA
Partnership/Joint Venture Name

*Partner/Joint Venturer Printed Name and Signature

Date

Telephone and Email

Execution by Sole Proprietorship

NA
Printed Name Signature

Assumed Name (if applicable)

Date

Telephone and Email

Subscribed and sworn to before me this
17th day of August, 2021.

My commission expires: 6/28/2022

Notary Public Signature

Notary Seal

*If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

EDS-15

OFFICIAL SEAL
JENNIFER TELLO
NOTARY PUBLIC, STATE OF ILLINOIS
COOK COUNTY
MY COMMISSION EXPIRES 06/28/2022

SECTION 6
COOK COUNTY SIGNATURE PAGE

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

Raffi Sarrafian Digitally signed by Raffi Sarrafian Date: 2021.12.29 13:25:16 -06'00'

COOK COUNTY CHIEF PROCUREMENT OFFICER

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

APPROVED AS TO FORM:

Kathleen J. McKee
ASSISTANT STATES ATTORNEY
(Required on contracts over $1,000,000.00)

CONTRACT TERM & AMOUNT

2112-06151
CONTRACT #

December 20, 2021 through December 19, 2026
ORIGINAL CONTRACT TERM

two (2) one(1)-year renewal options
RENEWAL OPTIONS (If Applicable)

$10,372,044.00
CONTRACT AMOUNT

12/16/2021
COOK COUNTY BOARD APPROVAL DATE (If Applicable)

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

DEC 16 2021

COM_____