

PROFESSIONAL SERVICES AGREEMENT

AVL-GPS TELEMATICS FOR COUNTYWIDE FLEET

BETWEEN



COOK COUNTY GOVERNMENT

COOK COUNTY COUNTYWIDE

AND

PRECISE MRM LLC

CONTRACT NO. 2208-10110

PURCHASE ORDER NO. 70000323587

NON-FEDERALLY FUNDED CONTRACT

PROFESSIONAL SERVICES AGREEMENT

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List of Exhibits

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Exhibit 3	Cook County Information Technology Special Conditions
Exhibit 4	BOA AVL Systems Requirements Matrix
Exhibit 5	Evidence of Insurance
Exhibit 6	Minority and Women Owned Business Enterprise Commitment
Exhibit 7	Electronic Payables Program
Exhibit 8	Board Authorization
Exhibit 9	Certification for Consulting or Auditing Forms
Exhibit 10	Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 11	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 Precise MRM LLC , doing business as a Limited Liability Corporation of the State of ID hereinafter referred to as “Consultant”, pursuant to authorization by the Cook County Board of Commissioners on July 25, 2024, as evidenced by Board Authorization letter attached hereto as EXHIBIT “8”.

BACKGROUND

The County of Cook issued a Request for Proposals “RFP” for AVL-GPS Telematics for Countywide Fleet. Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Consultant was selected based on the proposal submitted and evaluated by the County representatives.

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

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

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

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

ARTICLE 2) DEFINITIONS

a) Definitions

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

"Additional Services" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the 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	Statement of Work
Exhibit 2	Schedule of Compensation
Exhibit 3	Cook County Information Technology Special Conditions
Exhibit 4	BOA AVL Systems Requirements Matrix
Exhibit 5	Evidence of Insurance
Exhibit 6	Minority and Women Owned Business Enterprise Commitment
Exhibit 7	Electronic Payables Program
Exhibit 8	Board Authorization
Exhibit 9	Certification for Consulting or Auditing Forms
Exhibit 10	Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 11	Economic Disclosure Statement

d) Order of Precedence

In the event there is a conflict between or among any of the documents specified in subsection (c) Incorporation of Exhibits, the terms of the Professional Services Agreement shall control. This Contract shall be interpreted and construed based upon the following Order of Precedence. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency between Exhibits:

Exhibit 1	Statement of Work
Exhibit 2	Schedule of Compensation
Exhibit 3	Cook County Information Technology Special Conditions
Exhibit 4	BOA AVL Systems Requirements Matrix
Exhibit 5	Evidence of Insurance
Exhibit 6	Minority and Women Owned Business Enterprise Commitment
Exhibit 7	Electronic Payables Program
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Exhibit 11	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, Statement of Work 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 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 Contract, or Consultant may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Consultant except paragraph (d) Excess/Umbrella Liability or unless specified otherwise.

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

Coverages

(a) **Workers Compensation Insurance**

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

The Workers Compensation policy shall also include the following provisions:

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	\$1,000,000
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 \$2,000,000 per accident.

(d) **Excess/Umbrella Liability**

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

Each Occurrence: \$1,000,000

(e) **Professional Liability (Errors & Omissions)**

The Consultant shall secure 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 \$1,000,000 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.

(f) **Network Security & Privacy Liability (Cyber)**

The Consultant shall secure coverage for first and third-party claims with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.

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, with the exception of Workers Compensation and Errors & Omissions, 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 Contract 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 August 1, 2024 ("**Effective Date**") and continue until July 31, 2029 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 (2) additional one-year periods under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Consultant. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

ARTICLE 5) COMPENSATION

a) Basis of Payment

The County will pay Consultant according to the Schedule of Compensation in the attached Exhibit 2 for the successful completion of services.

b) Method of Payment

All invoices submitted by the 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.

If the County terminates the contract for convenience prior to the Contract's end date, all hardware provided by PreCise MRM pursuant to this Contract remains property of PreCise MRM. All such hardware must be returned to PreCise MRM, postage paid, within 60 days of termination for convenience.

d) Intentionally Omitted

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 Section 10.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 United 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 adaptations 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.

21. Prohibition on Certain Telecommunications and Surveillance Equipment

Recipients and subrecipients are prohibited from using loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232, section 889](#), covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities), or by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

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 Government, Bureau of Administration
161 N. Clark Street 24th floor
Chicago, Illinois 60601
Attention: Fleet Management

and

Cook County Chief Procurement Officer
161 N. Clark Street, Suite 2300
Chicago, Illinois 60601
(Include County Contract Number on all notices)

If to Consultant: PreCise MRM, LLC
1311 E. Franklin Road, Suite 101 & 102
Meridian, ID 83642
Attention: Bob Lowe

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
STATEMENT OF WORK

2208-10110 AVL-GPS Telematics SOW Statement of Work

Project Description:

PreCise MRM is a Fleet Management SaaS provider that focuses on GPS/AVL. The project focuses on providing GPS/AVL for the Cook County, IL fleet of vehicles.

The contracted vendor (PreCise MRM) shall provide the following agreeable services to Cook County in support of its operational functions of passenger, light duty, heavy duty, snowplow, and other specialty vehicles and equipment such as generators and trailers.

Program and Project Management

PreCise MRM proposes our standard deployment process and iterative training for PreCise MRM work groups so that each group is made fully operational, and training and configuration are optimized for their business workflows.

- Hardware standard deployment: PreCise installers will work with Cook County, IL technicians to ensure how the devices should be installed and of course where the devices are installed. Cook County techs will be fully trained so moving forward if hardware needs to be updated Cook County techs will be fully trained how to install, remove, replace harnessing, antennas, power harnesses, etc.
- Software standard deployment: PreCise is 100% web based and when users are created an email is sent to the email address for that user. The email comes from: noreply@precisemrm.com Said user can create his/her own password. For each user this is how they become registered within PreCise as a user. When users are created (whether it by PreCise on behalf of Cook County or by Cook County Admins the privileges and access are set (access to Fleet's access to reports, etc.).
- PreCise does not use Active Directory for login. Users need to be created and granted access based on Fleet permissions and report permissions.

Project Initiation & Design

Once a contract is signed and a PO or project notice to proceed has been issued, a Project Kick off meeting with PreCise MRM will be scheduled to review the scope of work and perform an initial assessment of PreCise MRM's system, and to ultimately establish the project plans and understandings of communications and responsibilities.

Planning & Development

PreCise MRM Delivery Services Manager (PM) will work with PreCise MRM's Project Manager to finalize a schedule based on the sample project schedule included in our proposal and a vehicle list provided by PreCise MRM. PreCise MRM Devices are ordered based off this plan. Bureau of Administration Fleet Management and Bureau of Technology Project Manager will be part of the process throughout the whole project. Bureau of Administration Fleet Management will work with PreCise on developing an installation schedule and locations. Fleet Management will provide the full list of vehicles and equipment.

Project Execution

PreCise MRM will work closely with the implementation team and PreCise MRM's project team to design the initial configuration and ensure a smooth rollout of the system. After initial training and system use, the configuration will grow and evolve as the use of the system grows.

- a. **Quality Assurance** – Testing of telematics devices is performed before and after shipment to ensure excellence of products delivered. The entire system goes through quality checks as well, before the login information is distributed, the system goes live, the initial user training begins.
- b. **Installation** – PreCise MRM has been providing installation and training services in Public Sector for 24 years. If the customer determines to use PreCise MRM to manage the install process, PreCise MRM will use Cook County installation engineering specialist staff or PreCise MRM certified subcontractor installers. The vehicle installation PreCise MRM Project Manager is responsible for the selection and execution of subcontractor installations. The PreCise MRM Project Manager will oversee the subcontractor relationships and coordinate installations as part of a PreCise MRM offering sold to customers. Bureau of Administration Fleet Management and Bureau of Technology Project Manager will be part of the installation and execution process. All of the proposed GPS telematics devices can be installed by customer Fleet Technicians. If the customer chooses to use its own Fleet technician staff to perform the installations, then PreCise MRM will support with installation guides and Tier 1 & 2 technical phone support to ensure a successful implementation process.
- c. **Go-live approach** – Since this is a hosted system, the system is live when vehicles are add/entered into the system and the usernames and passwords have been distributed to PreCise MRM, which occurs after QA tests. Data is being captured once the vehicles are turned on.

Training

PreCise MRM will provide training to Cook County staff on an ongoing basis, but introductory training begins about 1 – 2 weeks after system launch. More details below in “Detailed PreCise MRM Training Plan”.

Integration Services

Though the scope of services requested or required will vary per customer, at this stage in a standard procedure, PreCise MRM will work with Cook County to deploy the relevant integration modules.

Configuration Services

After installation of devices PreCise MRM project team will work with Cook County's team to configure the different groups, roles, views, GeoFences, Points of Interests (Landmarks), invoicing and reports. Each department or group will have its own billing account and invoicing.

Data Retention

The County will have access to the data for 7 years, 24x7x365. PreCise stores the data for access for 7 years. After that time frame PreCise takes that data offline. Regarding pictures for the snow plows we store that data for 30 days. After 30 day we delete it off our servers. If the County wants to host said data (pictures/stills/with the ability to take pictures every 60 seconds with the ignition ON) they can utilize the REST API to absorb the data internally and store internally.

Device accessibility

PreCise can be accessed via any web-based device (laptop, workstation, tablet, cellphone/smartphone, etc.).

Monitoring

PreCise MRM will work with Cook County over time to continue to monitor the hosted system and activated vehicles. Our system monitors and audits all activities.

Support and maintenance

Phase I or the initial deployment phase will close after the identified initial vehicles are live, tested and the introductory training is provided. This does not mean the end of communications as maintenance and support are a provided on-going service.

PreCise MRM doesn't require anything more than internet connection. If the County has at least a 10mb connection (10mb up at least 5mb down) you are going to have a positive experience with PreCise.

Hardware

The hardware that will and can be utilized within Cook County is as follows:

PreCise has several devices that fit within the requirements of the mentioned specifications. Each "type" of equipment will require a different type of device. The device specifications will be added per the additional white papers/spec sheets:

IX-84: this is for your light/medium duty equipment that has an OBDII port.

IX-101: this is for your heavy equipment such as but not limited to, sweepers, vac trucks, loaders, skid steers, tractors, mowers, etc. This is designed and tested from PreCise MRM. This is our device; this is not purchased from some other device manufacturer.

IX-403-G: this would be specific to your snowplows with our FORCE America spreader controls: 5100ex and 6100 Gen 3-4. The County already has these in play and won't need to add. This is designed and tested from PreCise MRM. This is our device; this is not purchased from some other device manufacturer.

6100 Gen 5: this is the spreader control the County is already utilizing today where PreCise is embedded/included. This is also the device that has camera capabilities. This is designed and tested from PreCise MRM. This is our device; this is not purchased from some other device manufacturer.

IX-84/OBDII Y Harness: in some cases, the County may choose to use a Y harness to utilize the IX-84 OBDII device.

J1939 harness: in some cases, the County may choose to use a J1939 harness where the IX-84 OBDII device plugs into this would allow the County to “plug in” devices vs. install with a hard-wired device. The recommendation for heavy equipment from PreCise MRM is to use a hard-wired device (durability, meets up to the conditions, etc.).

Camera for the 6100 Gen 5: Currently we supply a camera from a company called Signal Group that meets the specifications of what is required to be utilized with the 6100 Gen 5.

Replacement hardware:

For any hardware from PreCise (does not include the 6100 Gen 5 controller from FORCE America) that has malfunctioned in most cases we can work up an order to replace said items within 2 days. Standard shipping from Meridian, ID to the Chicago area via UPS is 3 days. If Cook County needs said items shipped over night Cook County will pay for shipping. It is recommended that Cook County always keep additional hardware on the shelf.

Project Work Plan

To ensure a successful project, Cook County should appoint at least two (2) Project Managers that PreCise has access to during the implementation/installation. Also, the County should have at least two (2) main contacts that are responsible for the PreCise application. There will be multiple phases to the project along with multiple tasks assigned to each County representative. During all phases, PreCise MRM will remain in constant contact with the County representatives to make sure expectations are met and exceeded. There will be face to face communication during the initial kickoff in which PreCise will be onsite along with follow up on site activities around PreCise training. The “type” of personnel that should be appointed by the County as managers for the project is defined below:

1. Installation

- a. Has access to all personnel in shops (if onsite).
- b. Has access and can make decisions based upon shop hours (working after hours).
- c. Has access and can make decisions for all assets assigned to the initial GPS project.

2. PreCise application

- a. Person who will be appointed Admin of PreCise (can be more than one person)
- b. Has access and oversees all FLEETS.
- c. Ultimately manages costs of the overall project.

Again, with appropriate defined personnel by the County that PreCise has access to during this project, project will be a success.

Project Control

PreCise MRM has worked through several projects that are of similar size for multiple Municipal agencies. Over the last 15+ years PreCise MRM has gained a lot of knowledge in managing projects from start to finish. Based upon the information provided within this RFP, there are two

main project activities: 1) installation of the devices 2) training Cook County personnel to utilize the PreCise MRM application.

1. Installation of the initial devices. To ensure that the devices are installed in a timely manner, and either are installed ahead of schedule or right on time, we will need cooperation from County personnel. In leading successful installations, PreCise MRM has found that there needs to be a minimum of two (2) main contacts within Cook County that can provide the following during the installation process.
 - a. First and foremost, prior to installation, an onsite survey will be performed by the Project Manager (Bob Lowe) with the installers and the appropriate personnel from the County. Onsite survey will include looking over the following items:
 - i. All types of vehicles included in the initial installation phase.
 - ii. All locations in which the equipment is going to be installed.
 - b. Provide access to all equipment per the project plan for the allotted time. In doing so, provide PreCise MRM a list of vehicles that will be available each day while installation is occurring.
 - c. Provide access to any shop manuals or equipment documentation including but not limited to wiring diagrams, 3rd party product upgrades (example radio and emergency alert systems) and other internally documented equipment detail reasonably necessary to complete the installation.
 - d. Provide access to shop personnel when any unique knowledge of specific or customized equipment information may be important. While the team will endeavor to minimize the disruption of shop personnel, to ensure the successful implementation, it may occasionally be necessary for an individual familiar with the history of a piece of equipment to be involved.
 - e. In situations where a piece of equipment needs to be installed on a county location, our staff will need access to the shop during working hours.
 - f. Provide access to all shop locations.
 - g. Potentially provide access to shop locations and assets after hours. PreCise MRM has found that taking assets out of service to install devices during working hours may not happen. If this occurs, those vehicles need to be made available to the installers after hours. This can only happen with the cooperation of Cook County.

2. PreCise will provide onsite and web-based training for administrators and end-users. The training agenda will be determined based on the vehicle list and perceived training needs of County staff.

Change Management Plan

The purpose of this Change Management Plan is to outline the strategies and processes to manage change effectively during the implementation of a Telematics project. The development and execution of the plan will include both representatives from PreCise, BOA and BOT OCM team, and will address the impact of the project on employees, processes, and systems, and provide a framework for communication, training, and stakeholder engagement.

Objectives

The key objectives of the Change Management Plan are as follows:

- Minimize resistance to change and foster engagement.
- Ensure smooth transition and adoption of the Telematics system.
- Mitigate potential risks and challenges associated with the change.
- Maintain operational continuity during the implementation phase.
- Maximize the benefits of the Telematics project.

1. Change Management Team

Establish a dedicated Change Management Team responsible for driving and overseeing change activities. The team should consist of representatives from key departments, such as project management, IT, operations, and communications.

2. Change Impact Assessment

Conduct a thorough assessment of the impact of the Telematics project on various aspects of the organization, including processes, roles, responsibilities, and systems. Identify the key stakeholders affected by the change and assess their readiness for change. Use this information to develop tailored change management strategies.

Communication Strategy

Develop a comprehensive communication strategy to inform and engage employees and stakeholders throughout the project lifecycle. Key elements of the strategy should include:

- Identifying key messages and communication channels.
- Regular updates on project progress and milestones.
- Addressing concerns and clarifying the benefits of the Telematics system.
- Two-way communication to encourage feedback and input.

Stakeholder Engagement

Engage stakeholders at all levels of the organization to gain their support and address their concerns. This may involve one-on-one meetings, workshops, or focus groups to understand their perspectives and actively involve them in decision-making processes. Provide opportunities for stakeholders to contribute to the project and recognize their contributions.

Resistance Management

Proactively identify potential sources of resistance to change and develop strategies to address them. Some tactics for managing resistance include:

- Clearly communicate the reasons for the change and the benefits it will bring.
- Addressing concerns and misconceptions through open dialogue.
- Providing adequate support and resources to help employees adapt to the new system.
- Involving influential employees as change champions to advocate for the project.

Monitoring and Evaluation

Establish mechanisms to monitor the progress of the change management activities and assess their effectiveness. Regularly review and adjust the change strategies based on feedback and lessons learned. Continuously communicate the benefits and progress of the Telematics project to sustain momentum and engagement.

Risk Management

Identify potential risks and challenges associated with the implementation of the Telematics system. Develop contingency plans to mitigate these risks and ensure minimal disruption to operations. Regularly assess and update the risk management plan throughout the project lifecycle.

Documentation and Knowledge Management

Maintain detailed documentation of the change management activities, including communication materials, training materials, and lessons learned. This documentation will serve as a reference for future projects and provide valuable insights for continuous improvement.

Relationship Management

PreCise MRM uses web conference primarily for account management, status update, and performance reviews, and when appropriate will try to set up in person meetings when possible.

Issue Management

PreCise MRM utilizes the Freshdesk application which is provided by Fresh works. All supported related items (phone/email) are logged within Freshdesk and assigned a ticket which support can relate back to if said ticket is still open after the call. All tickets are tracked through to completion/close in which support personnel can refer to and or add notes accordingly. Engineers also have access to Freshdesk if bug fixes are deemed as the means to fix up the issue.

Uptime guarantee:

PreCise MRM provides an uptime guarantee of 99.4%. This allows approximately 1.5 hours of downtime per month and since we are an AWS environment, and AWS provides to us a 99.5% uptime guarantee.

Support Services:

Level 1 support (which, unless otherwise agreed, will be provided by PreCise MRM through their own system administrators and/ support operations. This includes all contact with the end user from initial problem reporting through to final problem resolution.

If the Level 1 support is unable to resolve the problem, they will endeavour to provide the end user with a workaround and will then escalate the problem to Level 2. All problems escalated to Level 2 must be accompanied by a full problem description (including equipment being used, web browser and versions being used, together with information about steps already taken to attempt to resolve the problem.

Level 2 support will be provided by PreCise MRM's Support Center. Level 1 support will escalate problems to Level 2 support. PreCise MRM's Level 2 support will use its best efforts to respond in accordance with the Response Matrix (see below).

Each incident will be classified by the customer as Critical, High, Medium or Low severity according to the impact that the problem is having on the customer's business. PreCise MRM reserves the right to review and modify the severity classification and, if it reduces the severity, will inform the customer of the reasons for doing so. "Critical" problems (see Severity Matrix below) must be reported by phone in addition to being submitted by web or e-mail.

Level 3 support will also be provided by PreCise MRM and will utilize PreCise MRM's own escalation procedures to ensure that the appropriate people and resources are applied in order to find or develop a suitable workaround or solution for a problem that cannot be resolved by Level 2 support. Problems not resolved by Level 2 support within the Escalation time (as defined in the Response Matrix) will automatically be escalated to Level 3. When a problem is escalated, a problem manager will be assigned. The problem manager will own the problem through to its resolution and will act as the focal point for all communications with the customer and the account manager.

During any technical support with PreCise MRM, the basic operations of the vehicle itself would not be affected. The vehicle will still function as normal.

	<u>Standard</u>
Hours of cover	7:00am – 6:00pm (MST) Monday through Friday
Response times	Standard (see matrix)
Access to: <ul style="list-style-type: none"> Website updates Release Notes FAQs Knowledgebase 	Yes
Support via: <ul style="list-style-type: none"> Web submission E-mail Phone 	Yes Support@PreCiseMRM.com 888-254-1634

Severity Matrix

Severity level	Definition
Critical	Product malfunction or failure which significantly impacts business operation. No workaround available.
High	Product malfunction or failure which affects normal use of Product. No workaround available.
Medium	Product malfunction or failure – either a) does not significantly impact normal use of Product or b) workaround is available.
Low	Cosmetic or other low priority issue.

Response Matrix

Severity	Response time	Escalation time	Target resolution time
Critical	2 hours*	4 hours*	1 working day
High	4 hours*	1 working day	2 working days
Medium	1 working day	2 working days	4 working days
Low	3 working days	N/A	Next scheduled update or release

* During period of cover which may equate to more than one day. A Resolution is defined as either a fix, or a workaround that is acceptable to the customer.]

Standard PreCise maintenance times

Standard maintenance updates to PreCise occur after hours between the times of 7pm CST – 3am CST. Standard maintenance time span is 30 minutes or less. If the expected time for Maintenance/Update is planned to extend past 30 minutes, all PreCise customers will be updated.

Quality Assurance Practices

PreCise goes through stringent testing both on the software side and hardware side of things to provide the most reliable solution in the industry. There are many phases within the software side of things that happen prior to release to Production including but not limited to:

- Discussions with customers and internally regarding enhancements/features that need to be added.
- Scope and general timelines with delivering product.
- Feasibility analysis (is it possible within a timely manner to deliver)
- Design
- Coding
- Sprint Reviews
- Code reviews
- QA testing
- Internal release for testing
- Production release

Solution Quality Approach

- The project team will manage the requirements. This includes the identification of inconsistencies between the requirements, and the project's plans and work products.
- The County's requirements traceability matrix that will be used for requirements management and will map where in the software a given requirement is implemented.
- The project team's configuration management activities that include baseline control and monitoring the software library. Approved changes to baseline software and/or documentation should be made properly and consistently in all products, and no unauthorized changes are to be made.
- The practices and procedures that will be followed for reporting, tracking, and resolving problems or issues identified in software development, solution transition, and solution maintenance.
- A change readiness assessment of the County's organization. This may include a gap analysis and recommendations for organization change (if any).
- The quality of work products developed and delivered by Proposer's subcontractors/partners, if applicable.
- A metrics process that describes how measurements will be identified, collected, and analyzed to ensure that quality goals, including management and the County's solution goals, are being met. It should also describe the types of project metrics used.
- The Proposer's organizational structure, and the roles and responsibilities of Proposer staff as they relate to quality management.
- Description of the processes and management of the Defect and Issue Tracking Solution for resolution of items and, if applicable, how corrective action plans will be developed to address more significant issues.

Solution Testing

New enhancements, fixes and patches are all deployed initially on a development environment where developers perform their development and testing. The solution updates are then installed on a test environment where testing staff test the system. Finally, the system is rolled out to production where additional tests are performed. These are performed in a separate application that does not affect our customers. Typically, if it is a new feature these can be turned on (not turned on by default) when the County gets informed/trained on these new features. Notifications of new enhancements are posted on our support portal page.

Integration Testing

Integration testing follows a similar process as defined above in the Solution testing section above. Since we are partners with Esri and Cityworks we receive beta and early releases that we can test in advance of releases. This allows us to be ready for customers that want to upgrade to these new versions of their systems. PreCise MRM has well established systems and process for testing and ensure quality products are released to our customers with little or no interruptions to service. PreCise also updates the REST API services as needed and if Cook County utilizes our REST API, we will work with them plenty of time prior to release to PRODUCTION so we don't have any impact on the County's other environments that they might be bringing PreCise data into.

Stress / Performance Testing

Our PreCise® production systems use continuous Veeam and PRTG monitoring to record all performance matrixes over time, and we evaluate the impact of changes to devices and users, network, storage, compute, thus stress testing isn't required on our production systems. We know what will affect the system with real data.

User Acceptance Testing (UAT)

In cases where a customer has requested a certain feature, PreCise MRM will allow that customer to perform user acceptance testing. For example, a customer had requested the ability to set Geofence permissions per user/group. That customer was able to perform user acceptance testing on what they had requested and then we rolled that out several years ago.

Risk Management

PreCise MRM make every effort to manage all potential risks for all projects. Risk management is key to the success for any project. Using a standard project deployment methodology significantly reduces any project risks. Good communication is also a key to minimizing risk.

The installation process is the highest risk area. Good planning, scheduling and communications are critical to this step as it typically involves multiple Departments/Divisions/Groups and taking mobile operations crews out of production for some level of time. One goal is to try and minimize this "down" time.

For the advanced functionality such as business system integration understanding and documenting the detailed requirements and workflows will be key to being successful and minimizing risk

Environmental Installation and Configuration

1. Production

- PreCise MRM solution is 100% web based so there isn't anything that has to be installed within the Cook County, IL firewalls and or onsite. A user will login to the PreCise website with a username/email and password, and per their credentials they will have access to PreCise.
- Cook County, IL utilizes PreCise today on their snowplows, folks internally can discuss with those that utilize how little had to be done internally to utilize PreCise. If there are systems (such as ESRI) in which the County wants to import data, the County will work with PreCise to set up web service calls to import data needed. From a hardware standpoint PreCise will work with the County to ensure vehicle availability. Cook County has worked with our Field Service team (Installation team) and it was a great success. Open dialogue is the key to any successful implementation.

2. QA/Staging

- Testing of telematics devices is performed before and after shipment to ensure excellence of products delivered. The entire system goes through quality checks as well, before the login information is distributed, the system goes live, the initial user training begins.

3. Development

- The PreCise solution is already in PRODUCTION and there isn't anything that will need to be developed to kick off the initial project. The initial project as outlined within the RFP is specific to snowplows. PreCise is already installed on Cook County's snowplows (other than Cirrus Controls which the County is phasing out). If anything needs to be developed for Cook County, IL it will go through a process of feasibility/timing/coding/implementation/testing/fixing/retesting through our stringent QA process and ultimately rolled out to PRODUCTION.
- PreCise will seek County CAB approval before moving changes to production.

4. Test

New enhancements, fixes and patches are all deployed initially on a development environment where developers perform their development and testing. The solution updates are then installed on a test environment where testing staff test the system. Finally, the system is rolled out to production where additional tests are performed. These are performed in a separate application that does not affect our customers. Typically, if it is a new feature these can be turned on (not turned on by default) when the County gets informed/trained on these new features. Notifications of new enhancements are posted on our support portal page.

5. Training

Training of the PreCise MRM application. For training on the PreCise MRM application, the PreCise team will need access County personnel. PreCise would recommend 10-20 personnel be

trained on the application. At least the head of each department should have access and understand how to use the PreCise application. In doing so, PreCise would recommend the following:

- a. On average, initial end user training can be completed in two (2) hours.
- b. On average, initial Admin training can be completed in two (2) hours. PreCise would recommend at least 2-5 Admin users that have full knowledge of the application and how to change things, add users, define reporting levels, etc.
- c. Webinar trainings will be provided monthly to all parties that want to participate until all appointed staff is comfortable in using the PreCise application. There is not any additional fee for this service.

6. Disaster Recovery

The PreCise MRM solution utilizes Amazon Web Services. AWS Elastic Disaster Recovery (AWS DRS) minimizes downtime and data loss with fast, reliable recovery of on-premises and cloud-based applications using affordable storage, minimal compute, and point-in-time recovery.

WS Elastic Disaster Recovery how it works: The PreCise solution has been upgraded to a completely fault tolerant architecture in the “cloud” with multi-region disaster recovery. Multi-region disaster recovery locations are limited to geographical locations only within the United States.

In the event of a significant incident/disaster which effects the primary region in which the application is hosted, failover to a second region can be initiated by authorized declarers within PreCise MRM. Enacting regional failover, replicated application components would be started in the disaster recovery region. Integrity checks will be run on the application components prior to allowing user access. Points of entry to the web application and device listeners will then be updated via DNS to point to the disaster recovery region.



RPO = Recovery Point Objective.

This has to do with data loss after some type of data disaster/failure. To us, no amount of data loss is acceptable. Our replications from one AWS server (Oregon) to the other in Ohio = 30 minutes. PreCise replicates every 30 minutes. The RPO (at worst) would be 30 minutes.

RTO = Recovery Time Objective.

For a complete disaster/failure our RTO is 2 hours before we are back up (worst case). Keep in mind our devices, while they won't be able to send data to the servers all have ample storage (store and forward) so the devices will continue to store data until the servers are back online in which the data will be sent and processed.

Key Personnel

Bob Lowe

National Sales Manager PreCise MRM

Cook County, CO has worked with Bob Lowe since 2017 on the small rollout that Cook County, CO has with PreCise already.

Role – National Sales and Project Manager

Work history on similar projects – 17 years

Mike Taylor

Illinois local FORCE America representative

Cook County, CO has worked with Mike Taylor for a 10+ years. He is a known entity within Cook County, IL and a trusted entity that has assisted, trained, helped diagnose issues, fix and help calibrate controls and hydraulics within Cook County for years. Mike will have an instrumental role in the rollout within the County if PreCise is awarded.

Role – Sales and Support

Work history on similar projects – 20 years

Michael Schlag

General Manager/Product Manager PreCise MRM

Role – Assist Project Manager; assist in managing tasks, etc.

Work history on similar projects – 17 years net

Jacob Hays

Position – Lead Software Engineer

Role – key in assessing new features, bugs, etc. Assigns tasks for completion and codes.

Work history on similar projects – 17 years

2 other software developers work for/under Jacob Hays that can and will be tasked with this project.

Anthony Brother

Support Manager – Project assistant for Cook County

Role – In charge of support/web training/device implementation/etc.

Work history on similar projects – 15 years

Andrew DeVoe

Lead Support

Role – Support as needed both on hardware implementation and PreCise GUI training.

Work history on similar projects – 15 years

Kevin Dathe

Field Service – local to Cook County, IL. FORCE America.

Cook County, IL has experienced and worked with Kevin already on onsite installs and other jobs across the Cook County, IL locations. Cook County, IL associates appreciate Kevin and his work either, professional manner and expertise regarding installing equipment and fixing equipment.

Role – assist as needed in the field onsite at Cook County, IL (hardware installs)

Work history – 10+ years

Subcontracting or Teaming

PreCise will not need to use a subcontractor as we provide our own solution (other GPS suppliers are simply resellers) and we have our own implementation team/installation team if the County so chooses to utilize. The accounts below show if the County has contacts feel free to get in touch and discuss. We would also be happy to provide introductions if the County needs.

The IX-84 is an in-vehicle installed mobile resource management unit offering a feature packed solution in a small footprint at a competitive price. Its autodetect feature makes installation for both light & heavy duty vehicles effortless. Its enhanced GPS technology accurately captures data associated with vehicle tracking and diagnostics.

The IX-84 enables owners, fleet managers and equipment maintenance personnel to have an accurate account of vehicle location, detailed maintenance tracking and support for the electronic monitoring mandate for commercial vehicles over 10,001 lbs. gross weight when required.

Easy Installation

For light to medium duty vehicles simply locate the OBD-II port in your vehicle and plug the IX-84 device into this port. Heavy duty vehicles require the J1939 or J1708 interface cable to connect to the heavy duty diagnostic port.



FEATURES

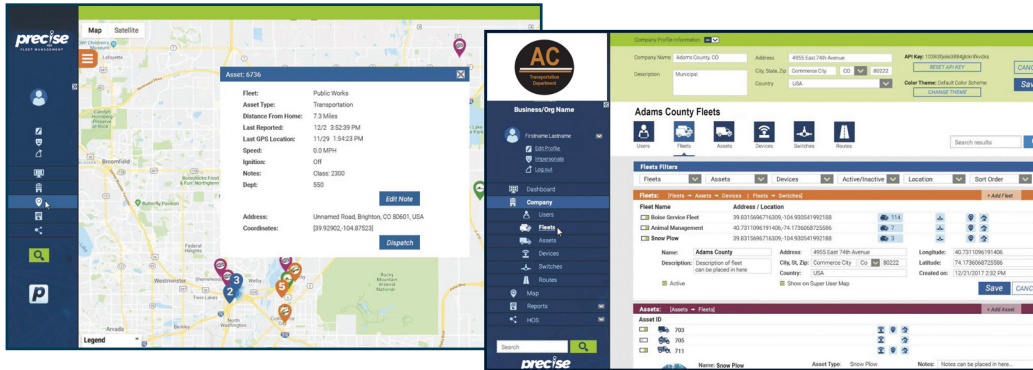
- OBD-II Interface for light to medium duty vehicles
- Auto Detect J1939, J1708 for heavy duty vehicles
- Bluetooth smart connectivity
- Certified ELD for Hours of Service reporting
- Fuel efficiency monitoring
- Proactive vehicle maintenance
- Internal GPS and GSM antennas
- Internal backup battery

APPLICATIONS

- Provides discreet, easy to install tracking for both light to medium duty vehicles utilizing OBDII as well as heavy duty trucks requiring J1939 or J1708 support.
- Ideal solution for asset tracking, managing driver behavior, vehicle maintenance and other automotive applications when access to the vehicle diagnostics interface (OBD-II or J1939/1708) is required.
- Certified ELD for HOS serves carriers in the USA and Canada to meet the new electronic monitoring mandate for commercial vehicles over 10,001 lbs. gross weight. Simple installation paired with a user friendly interface, all records of duty status are maintained electronically.



The IX-84 is a compact device installed in the OBD-II or J1939/J1708 diagnostic port in the cab of your vehicle which gathers activity information, such as engine hours, mileage, location history, idle time, battery voltage and engine diagnostics. This information is then securely transmitted and stored in an enterprise-class data center where it is accessible from anywhere in the world via standard web browsers. You can view comprehensive reports and set automated alerts to be emailed to you if your fleet is operating during off hours, speeding or when maintenance is due.



TECHNICAL SPECIFICATIONS

GENERAL

Communication Modes: GPRS/EDGE/HSPA and SMS
 Operating Voltage: 12 volt vehicle systems

A-GPS: MS-Based, MS-Assited

Stand Alone GPS

Time to First Fix:

- 30 Second cold start
- 1 sec hot start
- 1 Hz navigation fixes

CELLULAR

Data Support: SMS, UDP Packet data

Operating Bands (Mhz (band):

- GSM/GPRS 850/900/1800/1900
- HSPA/UMTS 800/850/900/1700/1900/2100

COMPREHENSIVE I/O

OBD-II Interface
 J1939/J1708 Heavy Duty Interface
 Inputs: None
 Outputs: None
 Status LEDs: Two

CERTIFICATIONS

Fully certified FCC, PTCRB & AT&T Applicable Carriers

ENVIRONMENTAL

Temperature: -10° to +60° C (operating)
 -40° to +85° C (storage)
 Humidity: 90% non-condensing

ELECTRICAL

Operating Voltage: 8-24 VDC
 Power Consumption: 100 uA (deep Sleep)
 2 mA (idle on network)
 30 mA (active)

PHYSICAL

Dimensions: 2.55" x 1.92" x 1.02", (64.77 x 48.76 x 25.9 mm)
 Weight: 1.58 oz, (45 g)

MOUNTING

Built-in OBD-II connector



1-888-449-0357

1311 East Franklin Road, Suite 102

Meridan, ID 83642

www.precisemrm.com

**FORCE America
 Sales and Service Centers**

Bismarck, ND	800-624-7568	Denver, CO	888-833-7711	Minneapolis, MN	800-328-2732
Charlotte, NC	800-788-8598	Fort Dodge, IA	800-362-2994	Philadelphia, PA	800-492-6621
Chicago, IL	800-433-5765	Kansas City, MO	800-383-4724	Salt Lake City, UT	877-230-0505
Columbus, OH	888-449-0356	Memphis, TN	888-845-5876		
Dallas, TX	800-893-7225	Milwaukee, WI	800-722-5844		

The IX-101-G is a rugged, water-proof mobile resource management solution designed specifically for the severe duty needs of on and off road commercial fleets. Combining a GPS receiver and a 4G LTE cellular radio communicating on the largest, most pervasive network in the world, you will always know where your mobile assets are and how they are performing.

The IX-101-G enables owners, fleet managers, equipment maintenance personnel and finance staff to have an accurate account of which assets are driving productivity and which are adversely affecting the bottom line.

FEATURES

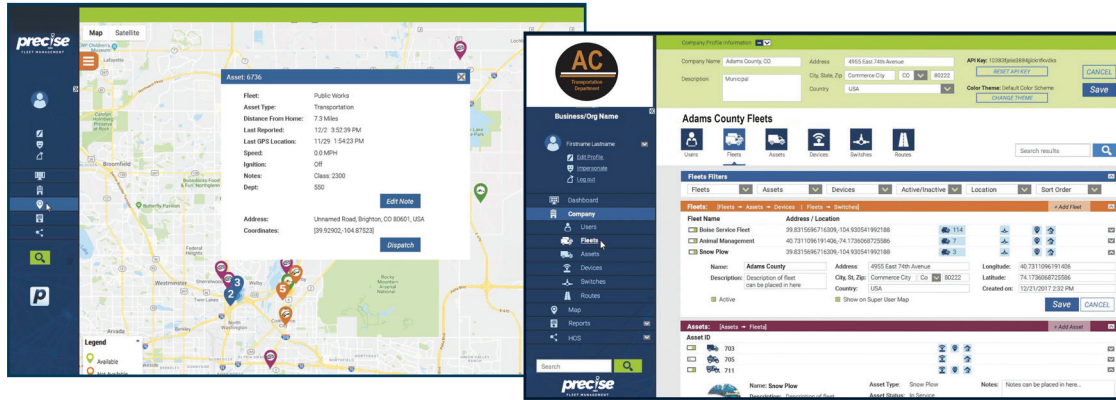
- 4G LTE CAT1 Wireless Connectivity
- Designed to withstand the rigors of the heavy equipment environment
 - Watertight and dust-tight
 - Operating temperature -30°C to +60°C
 - Shock ± 25 g
- 2 MB onboard flash memory
- Modular Connectivity
 - Two isolated discrete inputs plus ignition
 - CAN Bus J1939 interface
- Simplified installation with flexible in-vehicle mounting options
- Web-based device management
- Configurable exception-based alerts
- Over-the-air unit configuration and firmware download
- Voltage monitoring and low battery notification
- Made in the USA

APPLICATIONS

- Designed for use with off road heavy equipment such as excavators, back-hoes, graders and rollers, yet well suited for light to medium duty vehicles as well
- Collection of IFTA and other mileage data for vehicles frequently crossing state lines
- Provides discrete, easy to install tracking for work trucks, delivery vans and other commercial vehicles



The IX-101-G is a compact device installed in the cab of your vehicle which gathers equipment activity information such as engine hours, mileage, location history, idle time and battery voltage. This information is then securely transmitted and stored in an enterprise-class data center where it is accessible from anywhere in the world via standard web browsers. You can view comprehensive reports and set automated alerts to be emailed to you if your fleet is operating during off hours, speeding, violating user defined geofences, or if there is a maintenance issue.



TECHNICAL SPECIFICATIONS

GENERAL

Communication Modes: 4G LTE CAT1 and SMS
 Operating Voltage: 12 - 32 volt vehicle systems

GPS

Location Technology: 12 channel GPS
 Location Accuracy: <2.5 meter (50%)
 <5.0 meter (90%)
 Tracking Sensitivity: -160dBm
 Acquisition Sensitivity: -142dBm

CELLULAR

Data Support: SMS, TCP Packet Data
 Operating Bands (Mhz (band)):

- B2 1850 - 1910 XMT, 1930 - 1990 RCV
- B4 1710 - 1755 XMT, 2110 - 2155 RCV
- B12 699 - 716 XMT, 729 - 746 RCV

COMPREHENSIVE I/O

Inputs:
 2 isolated discrete inputs plus ignition
 CAN Bus J1939 Interface
 Status LEDs: GPS and cellular

CERTIFICATIONS

Fully Certified FCC, ROHS, IC REACH, PTCRB

ENVIRONMENTAL

Temperature: -30° to +60° C (operating)
 -40° to +85° C (storage)
 Humidity: 5% - 95%RH non-condensing at +40°C
 Vibration: SAE J1455
 Shock: +25g
 Electrical Protection: SAE 1455 (12V & 24V)
 - Over voltage, load dump, reverse polarity and ESD protected

ELECTRICAL

Operating Voltage: 9.8 - 32V dc
 Power Consumption: 20 mA @ 12V dc (sleep)
 160 mA @ 12V dc (operating)
 15 mA @ 24V dc (sleep)
 90 mA @ 24V dc (operating)

PHYSICAL

Dimensions: 4.7 x 5.3 x 1.5" (120 x 135 x 38 mm)
 Weight: .6 lbs (.3 kg)

MOUNTING

Two integrated 1/4" or 6 mm fastener mounting flanges



1-888-449-0357

1311 East Franklin Road, Suite 102

Meridan, ID 83642

www.precisemrm.com

FORCE America
 Sales and Service Centers

Bismarck, ND	800-624-7568	Denver, CO	888-833-7711	Minneapolis, MN	800-328-2732
Charlotte, NC	800-788-8598	Fort Dodge, IA	800-362-2994	Philadelphia, PA	800-492-6621
Chicago, IL	800-433-5765	Kansas City, MO	800-383-4724	Salt Lake City, UT	877-230-0505
Columbus, OH	888-449-0356	Memphis, TN	888-845-5876		
Dallas, TX	800-893-7225	Milwaukee, WI	800-722-5844		

The IX-403-G series GPS device is a rugged, full-featured mobile resource management solution that encompasses the latest in technology to deliver critical vehicle data to fleet managers. Combining a GPS receiver and a 4G LTE CAT1 cellular radio, you will always know where your mobile assets are and how they are performing.

Whether you're a municipality with a winter maintenance fleet looking to integrate GPS with FORCE America spreader controllers or a service company looking to outfit your mobile mechanics' trucks for dispatching, PreCise MRM can help you maximize your resources and minimize costs.

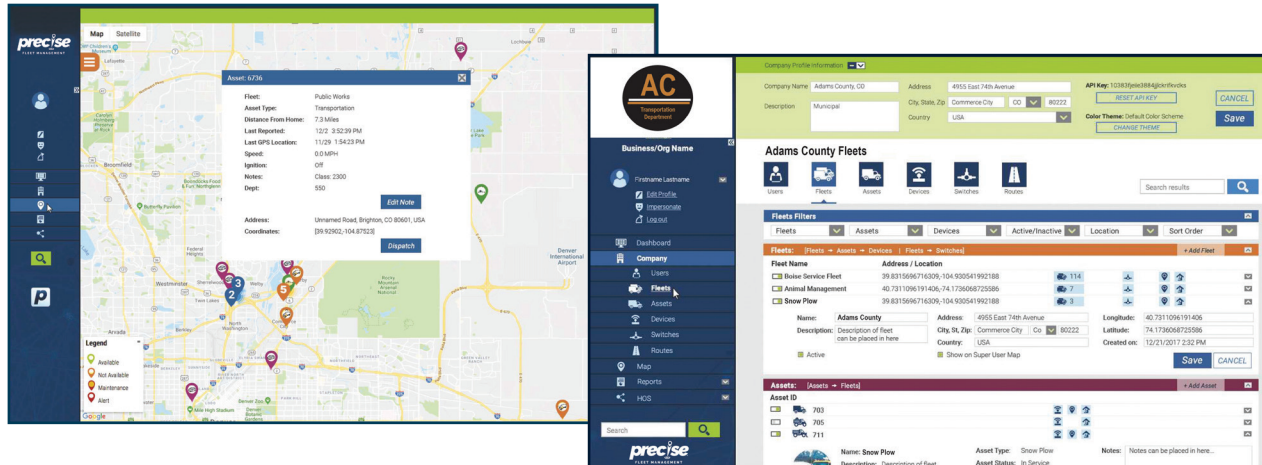
FEATURES

- 4G LTE CAT1 and WiFi Wireless Connectivity
- Ruggedized Design
 - Water resistant
 - Operating temperature -30°C to +85°C
 - Shock ± 25 g
- 16 MB onboard flash memory
- Modular Connectivity
 - Six inputs (digital/analog, with selectable pull-up)
 - Two outputs (open-drain, >0.5A capable)
 - 10/100-BaseTX ethernet port
 - Embedded host USB port
 - 2 J1939 ports / 1 J1708 port*
 - OBDII options (*eliminates J1939 and J1708 ports when installed)
 - 2 RS-232 ports (spreader controller interface, diagnostic, auxiliary)
- Simplified installation with flexible in-vehicle mounting options
- Web-based device management
- Configurable exception-based alerts
- Over-the-air unit configuration and firmware download
- Voltage monitoring and low battery notification

APPLICATIONS

- Designed for use with severe-duty fleets such as service trucks and winter maintenance equipment
- Collection of IFTA and other mileage data for vehicles frequently crossing state lines
- Spreader controller integration
 - Seamlessly integrates with FORCE America SSC5100, 5100ex and SSC6100 series spreader controllers
 - Monitor up to 37 different winter maintenance activities via spreader controls for critical storm fighting decisions and post storm analyzing
 - Automate driver logs and material usage reporting for greater accuracy
 - Location and activity information provide evidence to minimize exposure in costly tort claims
- Made in the USA





TECHNICAL SPECIFICATIONS

GENERAL

Communication Modes: 4G LTE CAT1 and SMS

Operating Voltage: 12 - 32 volt vehicle systems

GPS

Location Technology: 12 channel GPS

Location Accuracy: <2.5 meter (50%)

<5.0 meter (90%)

Tracking Sensitivity: -160dBm

Acquisition Sensitivity: -142dBm

CELLULAR

Data Support: SMS, TCP Packet Data

Operating Bands (Mhz):

- B2 1850 - 1910 XMT, 1930 - 1990 RCV
- B4 1710 - 1755 XMT, 2110 - 2155 RCV
- B12 699 - 716 XMT, 729 - 746 RCV

WiFi

Radio Type: IEEE 802.11b/g

Frequency Coverage: 2.412 - 2.484 Ghz

Range (open environment): 2 Mbps up to 100 meters
1 Mbps 100 to 150 meters

COMPREHENSIVE I/O

Inputs/Outputs:

6 inputs (digital/analog, with selectable pull-up)

2 outputs (open-drain, >0.5A capable)

10/100-BaseTX ethernet port

Embedded host USB port

2J1939 ports / 1J1708 port*

OBDII option (*eliminates J1939 and J1708 ports when installed)

2 RS-232 Ports (spreader controller interface, diagnostic, auxiliary)

Status LEDs: Power/ignition, GPS, cellular, WiFi and all inputs/outputs

CERTIFICATIONS

Fully Certified FCC, ROHS, IC REACH, PTCRB

ENVIRONMENTAL

Temperature: -30° to +85° C (operating)

-40° to +85° C (storage)

Humidity: 5% - 95%RH non-condensing at +40°C

Vibration: SAE J1455

Shock: ±25g

Electrical Protection: SAE 1455 (12V & 24V)

- Over voltage, load dump, reverse polarity and ESD protected

ELECTRICAL

Operating Voltage: 9.8 - 32V dc

Over-Voltage Protection Threshold:

32V dc (MIN) / 36V dc (MAX)*

*NOTE: Above this threshold, device will not operate until voltage is within normal operating range

Power Consumption: 7 mA @ 12V dc (sleep)

500 mA @ 12V dc (operating)

9 mA @ 24V dc (sleep)

250 mA @ 24V dc (operating)

PHYSICAL

Dimensions: 2.3 x 5.9 x 8.0" (57 x 150 x 203 mm)

Weight: 2.2 lbs (1.0 kg)

MOUNTING

Mounting flanges on each side of the device with four 1/4" (6mm) fastener holes



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Columbus, OH	888-449-0356	Memphis, TN	888-845-5876		
Dallas, TX	800-893-7225	Milwaukee, WI	800-722-5844		

The ARC (Air & Road Conditions) system designed by PreCise MRM makes monitoring your environment in real-time easier than ever. Our wired vehicle-mounted sensor removes the need for batteries by relying on vehicle key-switched power. Capture critical weather information such as road and air temperatures, relative humidity and dew point, all from a single sensor. The remote in-cab color LCD display shares these live readings in an easy-to-read format. Operators can quickly and conveniently view air and road conditions to make appropriate decisions on road treatment.

The ARC systems are fully compatible with FORCE America SSC6100 spreader controllers and PreCise MRM GPS devices for data collection. Used together, fleet managers can maximize fleet performance and better manage their bottom line.

FEATURES

- Accurately monitor air and road temperatures, relative humidity and dew point in real-time via your mobile assets
- Ruggedized design to withstand the rigors of the heavy-equipment environment
- Sunlight-readable color LCD display utilizes a large, clear font for at-a-glance operation
- User-selectable configuration for °F or °C
- Simplified installation with flexible in-cab mounting options for the display
- Fully compatible with FORCE America SSC6100 controllers and PreCise MRM GPS devices for data collection
- J-1708 and RS-232 outputs along with a standard M8 connector allow for flexible integration with other 3rd party hardware
- Made in the USA



APPLICATIONS

- Utilize your fleet vehicles as mobile weather stations to collect real-time data for critical decisions on road treatment
- Go beyond standard air and road temperatures with the inclusion of relative humidity and dew point, used to determine if treatment is needed for frost or black ice
- Improve resource utilization of both labor and material by better understanding real-time road and weather conditions
- Asphalt crews can respond on the fly to changing conditions without the need of additional handheld tools or gauges
- Paint striping crews can monitor road surface temperatures in real-time for appropriate application conditions

TECHNICAL SPECIFICATIONS

WIRED SENSOR

- Air Temp: $\pm 0.5^{\circ}\text{C}$ ($\pm 1.0^{\circ}\text{F}$) typical
- Relative Humidity: $\pm 4\%$ typical
- Road Temp: $\pm 1.0^{\circ}\text{C}$ ($\pm 2.0^{\circ}\text{F}$) typical
- Emissivity: calibrated to 0.95
- Field of View: 10°
- Operating Temp: -40°C to 85°C (-40°F to 185°F)
- Radio Communications: IEEE 802.15.4 (2.4GHz DSSS)
- Range: 10m (33ft) typical
- Power: 6.5V-32V vehicle power

DISPLAY

- Sunlight-readable, full-color display
- Backlight: User selectable and auto-dimming
- Display Units: $^{\circ}\text{C}$ or $^{\circ}\text{F}$, User selectable
- Update Frequency: 1 to 60 seconds, user selectable
- Operating Temp: -20°C to 70°C (-4°F to 158°F)
- Radio Communications: IEEE 802.15.4 (2.4GHz DSSS)
- Range: 10m (33ft) typical
- Power: 6.5V-32V vehicle power
- Serial Outputs: RS-232, SAE J-1708, CAN



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Dallas, TX	800-893-7225	Milwaukee, WI	800-722-5844		

The ARC (Air & Road Conditions) system designed by PreCise MRM makes monitoring your environment in real-time easier than ever. Our wireless vehicle-mounted sensor means the installation is effortless. Capture critical weather information such as road and air temperatures, relative humidity and dew point, all from a single sensor. The remote in-cab color LCD display shares these live readings in an easy-to-read format. Operators can quickly and conveniently view air and road conditions to make appropriate decisions on road treatment.

The ARC systems are fully compatible with FORCE America SSC6100 spreader controllers and PreCise MRM GPS devices for data collection. Used together, fleet managers can maximize fleet performance and better manage their bottom line.

FEATURES

- Accurately monitor air and road temperatures, relative humidity and dew point in real-time via your mobile assets
- Wireless short-range communication uses very little power, resulting in longer sensor battery life
- Ruggedized design to withstand the rigors of the heavy-equipment environment
- Sunlight-readable color LCD display utilizes a large, clear font for at-a-glance operation
- User-selectable configuration for °F or °C
- Simplified installation with flexible in-cab mounting options for the display
- Fully compatible with FORCE America SSC6100 controllers and PreCise MRM GPS devices for data collection
- J-1708 and RS-232 outputs allow for flexible integration with other 3rd party hardware
- Made in the USA



APPLICATIONS

- Utilize your fleet vehicles as mobile weather stations to collect real-time data for critical decisions on road treatment
- Go beyond standard air and road temperatures with the inclusion of relative humidity and dew point, used to determine if treatment is needed for frost or black ice
- Improve resource utilization of both labor and material by better understanding real-time road and weather conditions
- Asphalt crews can respond on the fly to changing conditions without the need of additional handheld tools or gauges
- Paint striping crews can monitor road surface temperatures in real-time for appropriate application conditions

TECHNICAL SPECIFICATIONS

WIRELESS SENSOR

- Air Temp: $\pm 0.5^{\circ}\text{C}$ ($\pm 1.0^{\circ}\text{F}$) typical
- Relative Humidity: $\pm 4\%$ typical
- Road Temp: $\pm 1.0^{\circ}\text{C}$ ($\pm 2.0^{\circ}\text{F}$) typical
- Emissivity: calibrated to 0.95
- Field of View: 10°
- Operating Temp: -40°C to 85°C (-40°F to 185°F)
- Radio Communications: IEEE 802.15.4 (2.4GHz DSSS)
- Range: 10m (33ft) typical
- Power: (1) 1.5V alkaline D Cell

DISPLAY

- Sunlight-readable, full-color display
- Backlight: User selectable and auto-dimming
- Display Units: $^{\circ}\text{C}$ or $^{\circ}\text{F}$, User selectable
- Update Frequency: 1 to 60 seconds, user selectable
- Operating Temp: -20°C to 70°C (-4°F to 158°F)
- Radio Communications: IEEE 802.15.4 (2.4GHz DSSS)
- Range: 10m (33ft) typical
- Power: 6.5V-32V vehicle power
- Serial Outputs: RS-232, SAE J-1708, CAN



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PreCise Web API

Version 201805_rev.g

5/26/2022



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Overview

The PreCise Web API is a REST based web service that provides a way for users to access their data in a read-only fashion for inclusion in their own reports/applications. To edit information, users are required to interface with the PreCise web application.

Vehicle devices are configured to report into PreCise servers at a frequency that is at the customer's discretion. Certain limitations apply based on account plans. Unless otherwise specified, PreCise Web API users are only allowed to request data from the PreCise Web API at a maximum of once every 2 minutes per unique asset identifier.

The PreCise Web API is available at

<https://api-myfleet.precisemrm.com>

Additional information regarding specific methods is available at

<https://api-myfleet.precisemrm.com/help>

A sample application is available for download at

Please contact PreCise at support@precisemrm.com or sales@precisemrm.com to obtain the sample application.

Security / Authentication / Authorization

The authentication for PreCise Web API is done via HTTP header attributes, which define the user's credentials. Each call from a client application to the PreCise Web API must provide these attributes in the header. The PreCise Web API only accepts encrypted HTTPS requests.

Sample Header:

```
Api-Key: <- Your API Key ->  
User-Name: <- Your PreCise Login ->
```

If authentication fails, the response body may contain more information regarding the reason for failure. Figure 1 below provides examples of failure responses.

Figure 1. Authentication Fail Responses

```
"Bad API Key"
```

```
"Bad User Name"
```

Like basic authentication, a verification occurs to validate the user has the correct permissions and is authorized to view content for the company in the request. To allow for this authorization, all requests must contain a company and Company ID, or the request will be denied.

Sample Company ID:

```
https://api-myfleet.precisemrm.com/api/v201805/companies/<companyId>/
```

If users do not provide the company and Company ID, an error will be returned.

Figure 2. Error

```
404 Not Found  
  
The requested resource could not be found but  
may be available again in the future. Subsequent  
requests by the client are permissible.
```

Additional authorization may occur in further detail depending on the resource requested. This authorization may validate that you have the correct permissions to view a resource collection or a specific resource in that collection. If you requested a resource collection and you do not have permissions to view all the resources in that collection, the resources not available to you are filtered out. However, if you do not have permissions to view any of that resource, a response is returned indicating that you are not authorized.

Figure 3. Unauthorized Error

```
"<Error><Message>Authorization has been denied for this request.</Message></Error>"
```

Obtain an API Key

Existing Web Service/API users are displayed on the Manager -> Web Services page of the MyFleet/PreCise website. If no users are displayed, then create a new user via the 'Create New Web Service User' button.

To obtain your API Key, log into the PreCise website and navigate to the Manager -> Web Services page, or follow [this](#) link and selecting the Web Services page. Figure 4 provides a reference for where to find these on the PreCise website.

```
https://myfleet.precisemrm.com/Root/Index?pagePath=Manager
```

Figure 4. Finding Your API Key on the PreCise Website

PreCise
MOBILE RESOURCE MANAGEMENT

Home Map Assets Users Reports Automation Manager Media HOS PreCise Admin

Manager >

Company Details Devices Fleet List Switch Types Asset Types Routes Import Equipment User Profiles Web Services

▲ Web Services Users

Create New Web Service User

Show 25 entries Search:

	User Name	API Key	Company ID	
	Your User Name	Your API Key	1	Details Delete

Showing 1 to 1 of 1 entries Previous 1 Next

PreCise
MOBILE RESOURCE MANAGEMENT

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NOTE: Your API Key is private and should never be shared. If you think that your API Key has been compromised, contact us at support@precisemrm.com to have another API Key issued.



Requests

Requests to the PreCise Web API use standard RESTful CRUD methods via HTTPS. Each request must contain authentication credentials in the request header as well as the company and ID in the REST URI described above.

REST

REST is an architectural standard that outlines a path to a resource and the operation that needs to be performed on that resource. A URI coupled with a VERB tells the REST system what you are requesting and what action you want to occur.

The base URI of the standard request consists of several parts. Some of these parts are required, while others are not.

Required parts include:

- The domain.

```
https://api-myfleet.precisemrm.com/
```

- The API version you want to access.

```
/api/v201805
```

- The company and Company ID of the data you are trying to access.

```
/companies/<companyId>
```

Non-required parts include:

- The resource you are requesting. For example, this request will return a list of fleets for the company in the URI.

```
/fleets
```

- The specific resource you are requesting including the ID of that resource. For example, this request will return the details for a specific fleet.

```
/fleets/<fleetId>
```



- A resource that belongs to another resource. For example, this request will return a list of assets for the specific fleet.

```
/fleets/<fleetId>/assets
```

Requests will never nest more than two resources deep. The previous request has a queried list of assets for a fleet. To access a specific asset for that list, or a list of devices belonging to those assets, you would request it like below, dropping the “fleet/<fleetId>”.

```
/assets/<assetId>
```

```
/assets/<assetId>/devices
```

Using different method VERBS will produce different behavior:

- A GET request retrieves the details for a specific fleet.
- A POST request expects to create a new fleet. You should provide fleet details in the body. Generally, POST will not have the ID in the URI.

Sample POST:

POST	<a href="https://api-myfleet.preciserm.com/api/v201805/companies/<companyId>/fleets/<fleetId>">https://api-myfleet.preciserm.com/api/v201805/companies/<companyId>/fleets/<fleetId>
------	---

Some requests have optional parameters available to filter the results or to provide additional data. These requests are sent as URI parameters appended to the end of a GET request. The parameters available are dependent on the method.

Sample Optional URI Parameters:

```
?OrderBy=Name&OrderByAscending=true&PageNumber=1&PageSize=10&SearchText=Plow
```

Some requests will require that data be included in the body of the request. That data will always be in JSON format. Get requests will never request data in the body. The data accepted via the body is dependent on the method. Figure 5 provides a visual example of data in JSON format.

Figure 5. Data in JSON Format

```
{
  "OrderBy": "",
  "OrderByAscending": "true",
  "PageNumber": "1",
  "PageSize": "10",
  "StartDateTime": "2018-09-22T14:01:54.9571247Z",
  "EndDateTime": "2018-09-22T14:01:54.9571247Z",
  "AssetIds": [xxxx,xxxx,xxxx],
  "ColumnOptions": {
    "ForceAmericaController": "true",
    "TemperatureSensors": "true",
    "InputStatuses": "true",
    "InputStatusesc": "true",
    "InputStatusesc": "true",
    "InputStatusesc": "true",
    "VehicleMeters": "true"
  }
}
```

GET

Retrieval of data requests will be done via a GET method (aside from a few exceptions.) GET methods to return a list will have input parameters that are supplied via the URI. The available list of parameters varies with each method, but the standard list is

- OrderBy, String
- OrderByAscending, Boolean
- PageNumber, Integer
- PageSize, Integer
- SearchText, String

Lists via GET requests by default are paged to limit the content returned. You will need to manage the pagination locally and request the next set of data using the “PageNumber” and “PageSize” parameters.

Detail GET requests include the id of the resource in the URI. It will return the data for a single resource.

Sample GET:

GET	<a href="https://api-myfleet.precisemrm.com/api/v201805/companies/<companyId>/fleets/<fleetId>">https://api-myfleet.precisemrm.com/api/v201805/companies/<companyId>/fleets/<fleetId>
-----	---

POST

POST requests are used to create a resource. When sending a POST request, the resource object must be included in the body as a JSON object. Currently the API does not allow for the creation of objects.

Sample POST:

POST	<a href="https://api-myfleet.precisemrm.com/api/v201805/companies/<companyId>/fleets">https://api-myfleet.precisemrm.com/api/v201805/companies/<companyId>/fleets
------	---



Some data retrieval requests use a POST method due to the amount of data that is sent in the request. To accommodate this, parameters to an object are sent in the body as a JSON object. One notable example of this is the Raw Data Report. Please review the API Methods Help page for the proper method VERB to use in the request.

PUT

PUT requests update a resource. Currently the API does not allow for the updating of objects.

Sample PUT:

PUT	<code>https://api-myfleet.precisemrm.com/api/v201805/companies/<companyId>/fleets/<fleetId></code>
-----	--

DELETE

DELETE requests delete a resource. Currently the API does not allow for the deleting of objects.

Sample DELETE:

DELETE	<code>https://api-myfleet.precisemrm.com/api/v201805/companies/<companyId>/fleets/<fleetId></code>
--------	--

Responses

Successful requests will return a HTTP 200 'OK' response code with query results as the data content. The result data will be in JSON format.

Unsuccessful requests will return an appropriate HTTP error code and error message. See below for a list of status codes.

Format

The Response formats are resource dependent and may vary. This is a standard response for a GET List.

Figure 6. Response in JSON Format

```
{
  "FleetList": [
    {
      "Active": true,
      "Address": " xx.xxxxxxxxxx,- xx.xxxxxxxxxx ",
      "CompanyId": xxx,
      "CreateDate": "/Date(1314048635877-0600)/",
      "Description": "",
      "FleetId": xxx,
      "HomeLatitude": xx.xxxxxxxxxx,
      "HomeLongitude": - xx.xxxxxxxxxx,
      "IsTrial": false,
      "Name": "xxxxxxx",
      "ShowOnSuperUserMap": false,
      "TrialExpiration": null,
      "links": [
        {
          "action": "Get",
          "href": "https://api-mvfleet.precisemrm.com/api/v201805/companies/xxx/Fleets/xxx",
          "rel": "Self"
        },
        {
          "action": "Get",
          "href": "https://api-mvfleet.precisemrm.com/api/v201805/companies/xxx/Fleets/xxx/Assets",
          "rel": "Assets"
        },
        {
          "action": "Get",
          "href": " https://api-mvfleet.precisemrm.com /api/v201805/companies/xxx/Fleets/xxx/Switches",
          "rel": "Switches"
        }
      ]
    }
  ],
  "links": [
    {
      "action": "Get",
      "href": "https://api-mvfleet.precisemrm.com/api/v201805/companies/xxx/Fleets/",
      "rel": "Self"
    }
  ],
  "queryParameters": {
    "OrderBy": "Name",
    "OrderByAscending": true,
    "PageNumber": 1,
    "PageSize": 10,
    "SearchText": null,
    "TotalRecords": 2
  }
}
```

The response returns a JSON object with the resource list. The resource list contains an array of resource objects, a links object that contains any related links that could be useful, and a query parameters object that contains parameters you used in this request and any other information you may need. Since the

data was paged, the “TotalRecords” parameter was added. The “TotalRecords” parameter identifies how many records there are so you will know if there are more records waiting.

Almost all resources contain a links object and indicate the path and VERB to use to access related data. All objects will include a “Self” link, so you can access that object directly, but it will also include links to child data, such as assets for that fleet and the VERB to use to access that data.

NOTE: The Self link may not be the link you used to retrieve this data. For instance if you request `/fleets/<fleetId>/assets/<assetId>` the Self link would give you the most direct route of `/assets/<assetId>` dropping the `/fleets/<fleetId>`.

Status Codes

Below are tables that contain and define response status codes.

Table 1. Response Status Codes

2xx	This class of status code indicates that the request was successfully received, understood, and accepted.	
200	OK	The request has succeeded.
201	Created	The request was fulfilled and resulted in a new resource being created.
202	Accepted	The request was accepted for processing.
3xx	This class of status code indicates the user agent needs to take further action to fulfill the request.	
4xx	The 4xx class of status code is intended for cases in which the client has erred.	
400	Bad Request	The request was not understood by the server due to malformed syntax. Review any error messages returned in the response for more details about the error.
401	Unauthorized	User is not authorized for the resource requested. Review any error messages returned in the response for more details about the error.
403	Forbidden	User failed authentication. Review any error messages returned in the response for more details about the error.
404	Not Found	The server has not found anything matching the Request-URI. Verify the URI is correct including API version, company and Company ID. Also verify the correct VERB is used.
5xx	Response status codes beginning with the digit "5" indicate cases in which the server is aware that it has erred or is incapable of performing the request.	
500	Internal Server error	The server encountered an unexpected condition which prevented it from fulfilling the request.

Sample Console Application

A sample application is available to assist the user with connecting to the API. The application provides examples of how to connect to the API and retrieve data for several resources. It includes Fleets, Assets, and the Raw Data report.

The sample application is constantly updating. Any information here could be out of date.

The sample application is written in .NET Framework 4.5 using C#.

NOTE: Please be aware that there are no available test methods as of the writing of this document. Any actions run against the API are done on the production server against live data.

Setup

In the App.Config enter your API Key, Username and your Company ID. Figure 7 displays this information entered into the App.Config.

Figure 7. Setup Credentials

```
<add key="apiKey" value="[YOUR API KEY]" />
<add key="apiUserName" value="[YOUR USER NAME]" />
<add key="apiCompanyId" value="[YOUR COMPANY NUMBER]" />
```

Once credentials are entered, the application should be ready to run.

How it Works

The application uses the configurations from above, the configuration for ApiBaseUrl, and ApiVersion (also in the App.config) to create the URL for accessing the API. Figure 8 displays what these configurations look like together in the program.

Figure 8. Application Configurations

```
private static string apiBaseUrl = ConfigurationManager.AppSettings["apiBaseUrl"];
private static string apiKey = ConfigurationManager.AppSettings["apiKey"];
private static string apiUserName = ConfigurationManager.AppSettings["apiUserName"];
private static string apiCompanyId = ConfigurationManager.AppSettings["apiCompanyId"];
private static string apiVersion = ConfigurationManager.AppSettings["apiVersion"];
private static string apiUrl = apiBaseUrl + "/api/" + apiVersion + "/companies/" + apiCompanyId + "/";
```

There are two methods created to send requests: one for a GET, and one for a POST. Both methods take a string parameter that has the resource part of the URI along with parameters. The POST also takes the JSON body content. For each method, the request is made and a response is awaited. Figure 9 displays the code used to send requests and await responses.

Figure 9. Request & Response Code

```
public static HttpResponseMessage sendRequest(string query)
{
    using (var client = new HttpClient())
    {
        //URL to call - includes the prefix parameters that are needed
        client.BaseAddress = new Uri(apiUrl);

        //Adding headers for authentication
        client.DefaultRequestHeaders.Add("API-KEY", apiKey);
        client.DefaultRequestHeaders.Add("USER-NAME", apiUserName);

        //Called Member default GET All records
        //GetAsync to send a GET request
        // PutAsync to send a PUT request
        var responseTask = client.GetAsync(query);
        responseTask.Wait();

        //To store result of web api response.
        return responseTask.Result;
    }
}
```

The application actions build the URI and any query parameters before calling either `SendRequest()` or `SendPostRequest()` methods according to the REST methodology used for the specific call. When the response is returned, the status is checked then before making any additional REST API calls.

Sample Python Script

A sample Python script is available to assist the user with connecting to the API. The script provides examples of how to connect to the API and retrieve data for several resources. The script includes Assets and the Raw Data report. The sample script performs a GET call to gather a list of assets belonging to the user's account and then performs a POST call to gather GPS data for those assets within a small timeframe.

The timeframe requested can be adjusted by changing times either in the script explicitly or by altering the file ApiTest_RunTime.txt, which is generated after the first run of the script.

The sample script is constantly updating. Any information here could be out of date.

The sample script is written in Python version 3.8.3.

NOTE: Please be aware that there are no available test methods as of the writing of this document. Any actions run against the API are done on the production server against live data.

Setup

In PreciseApiSample.py enter your API Key, Username, and your Company ID. Figure 10 displays where to enter these in the script.

Figure 10. Script Input Locations

```
#Configure user-name, api-key and companyId for your PreCise MRM web services account
userName = ''
apiKey = ''
companyId = ''
```

Once these are entered, the script is ready to run.

How it Works

The script uses the configured parameters from above to create the URL for accessing the API. The script imports urllib.request to handle requests/responses to the Precise API.

There are two methods created to send requests: one for a GET, and one for a POST. Both methods take a string parameter that has the resource part of the URI along with parameters. The POST also takes JSON body content.

The application actions build the URI along with any query parameters then calls the appropriate Precise API method according to the REST methodology used for the specific call, as outlined in the API help page. The final output of the script is a .csv file with result data including GPS data for assets within the supplied timeframe set in the POST body parameters.



Sample Postman Requests

The following request examples are designed to be run via Postman (<https://www.postman.com/>), which will allow the user to connect to the API without the use of any scripting or code. The examples below will include requests for Assets and the Raw Data report.

NOTE: Please be aware that there are no available test methods as of the writing of this document. Any actions run against the API are done on the production server against live data.

Setup

To setup Postman requests, you will need your API Key, Username, and your Company ID from the MyFleet.PreCiseMRM.com website. In the following requests these are referenced as <ApiKey>, <UserName>, and <CompanyId> respectively. Replace these values in the requests below with your information when importing into Postman.

Asset List Request

The Asset List request will gather the list of assets for your company. The result will contain the 'assetId' field for each asset, which you can then use in the next request.

Sample Asset List Request:

```
curl --location --request GET 'https://api-myfleet.precisemrm.com/api/v201805/companies/<CompanyId>/assets' \
--header 'User-Name: <UserName>' \
--header 'Api-Key: <ApiKey>'
```

Raw Data Request

The Raw Data Request will gather the position data for assets given in the AssetIds field of the request body for 1 hour of time on January 19th, 2022. You can alter the 'StartDateTime' and 'EndDateTime' to a period with more data if none is available during the sample timeframe.

In this Raw Data Request, <assetId> indicates a distinct AssetId as returned in the Asset List Request. You can have as many AssetId's in the request as you would like, but the response will take longer with more assets and/or a greater timespan.

NOTE: It is recommended that you limit timespans between "StartDateTime" and "EndDateTime" to no more than 24 hours.

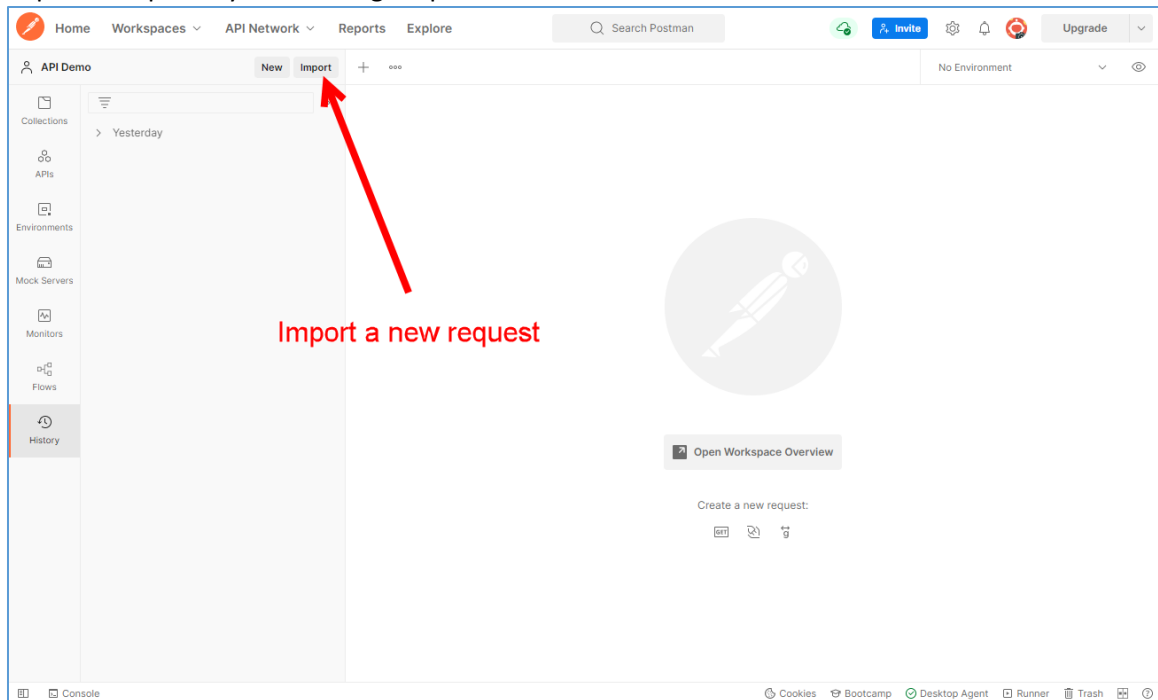
Sample Raw Data Request:

```
curl --location --request POST 'https://api-myfleet.precisemrm.com/api/v201805/companies/<CompanyId>/reports/rawdata' \
--header 'User-Name: <UserName>' \
--header 'Api-Key: <ApiKey>' \
--data-raw '{
"StartDateTime": "2022-01-19T15:00:00.000Z",
"EndDateTime": "2022-01-19T16:00:00.000Z",
"AssetIds": [<assetId>, <assetId>, <assetId>]
}'
```

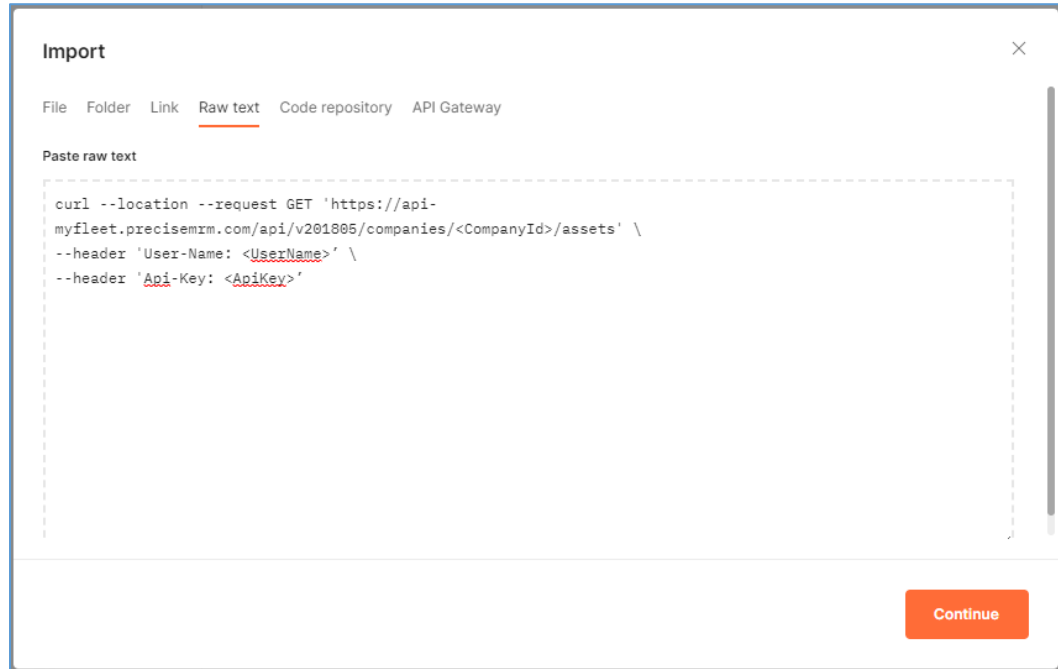
Using Postman

To use Postman to test your requests, follow the provided steps:

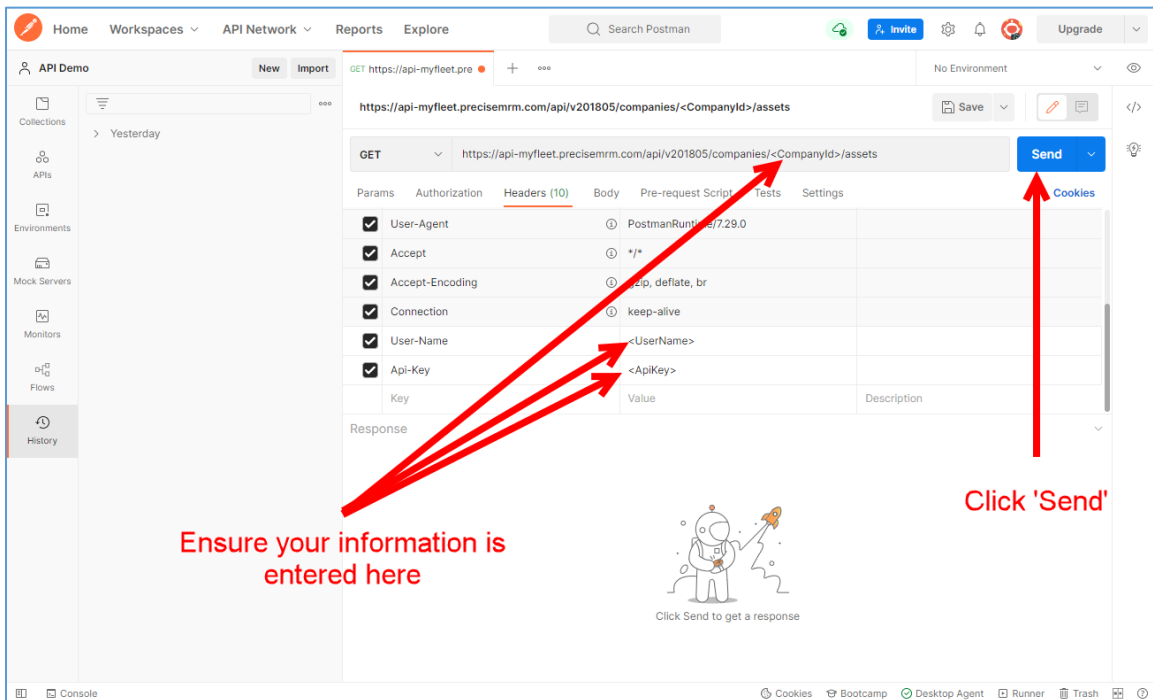
1. In your preferred web browser go to postman.com.
 - a. If you do not already have a Postman.com account, you will need to register for one.
2. Once signed into Postman, go to Workspaces -> Create Workspace.
 - a. Enter a workspace name such as 'API Demo'.
 - b. Set Visibility to Personal.
3. Import a request by left-clicking 'Import'.



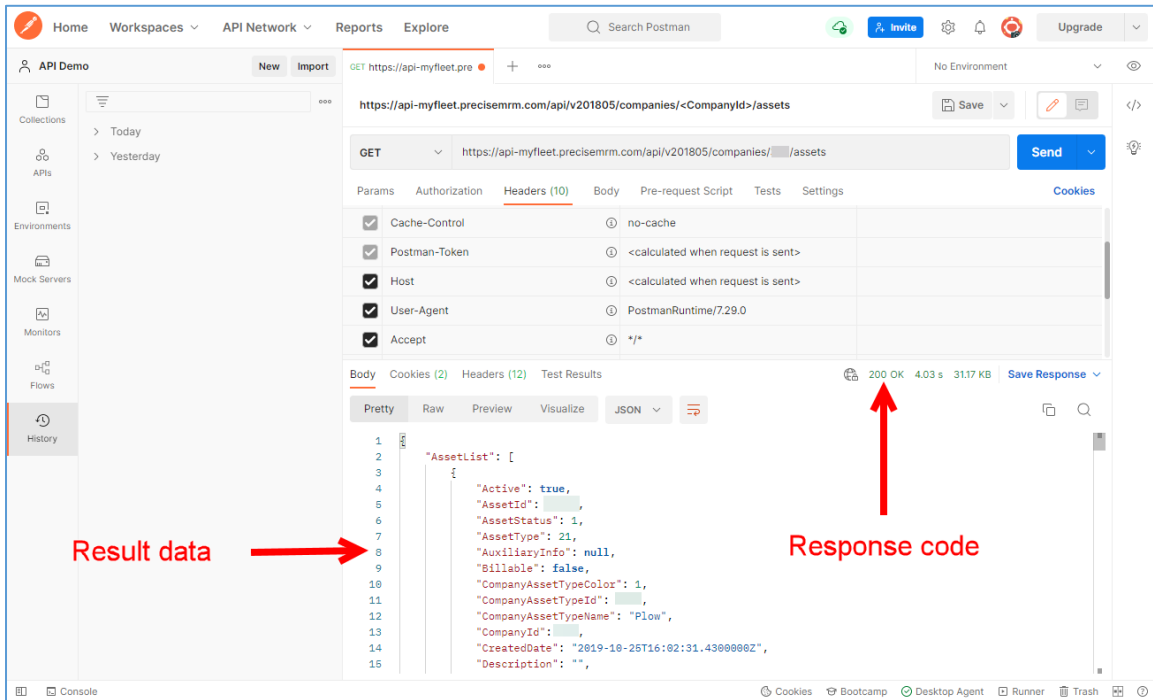
4. In the Import dialog, select 'Raw text' then paste in one of the requests shown earlier in this section.
 - a. Be sure to replace the variable <CompanyId>, <UserName> & <ApiKey> with your own information.



- b. Left-click 'Continue'.
 - c. Left-click 'Finish'.
5. Left-click 'Send'.



6. View the results. Result code 200 indicates success, all other codes will indicate an error.



How it Works

Postman uses HTTP/HTTPS protocols to send requests to a remote server. The PreCise MRM API conforms to REST standards, allowing different types of requests along with parameters for authentication, query, and body. Using Postman allows for the user to build a quick set of request interactions with the PreCise MRM API and keep a history of those requests for reference or export to other users. Postman is very useful for testing and troubleshooting requests for API developers.

Image & Binary Data

Asset camera image capture data is supported on some models of PreCise MRM hardware and allows for camera images to be associated with GPS position data. You can find URL links to image data in either Report API calls, associated with the position data where the image capture occurred, or accessed as a list of available images for a given asset. You can download Image data individually via the use of those URL links or as a .zip archive of a set of images.

Image Links with Position Data

When requesting position data through one of the Reports API calls, images associated with individual GPS positions show as a URL link to the image, if any images exist for the position.

Reports/RawData: Sample Request

The example request below contains image links for the position.

```
https://api-myfleet.preciserm.com/api/v201805/companies/0/Reports/RawData
```

Reports/RawData: Sample Response

In the response below, you can find the image link in the model:
FleetRawData → AssetRawData → Positions → ImageLinks

Sample RawData Response:

```
{
  "FleetRawData": [ {
    "AssetRawData": [ {
      "AssetId": 1234,
      "AssetInputs": [],
      "AssetName": "Demo Plow Truck",
      "Positions": [ {
        "CANMessages": null,
        "DriverId": null,
        "FORCEMessages": null,
        "HeadingDegrees": 296,
        "IgnitionStatusOn": true,
        "ImageLinks": [ {
          "action": "GET",
          "href": "https://api-myfleet.preciserm.com/api/v201805/companies/<CompanyId>/assets/1234/images/123456789_20220119151905_1",
          "rel": "Images"
        } ],
        "InputStatuses": null,
        "Location": {
          "Latitude": 43.21237,
          "Longitude": -90.27432
        },
        "OBDIIMessages": null,
        "PositionId": "123456789_20220119_155_0",
        "ReportTime": "2022-01-19T15:19:05.000000z",
        "SpeedMetersPerSecond": 26,
        "VDTMessages": null,
        "VehicleMeters": {
          "EngineSeconds": 967,
          "IdleSeconds": 0,
          "OdometerMeters": 25331
        }
      } ]
    } ]
  } ]
```

```
    } ],  
    "FleetId": 123,  
    "FleetName": "Demo"  
  } ],  
  "links": [],  
  "queryParameters": {}  
}
```

The PreCise MRM API allows for access of the image, using your API authentication headers, via the ImageLink URL.

Image Link: Sample Request

```
https://api-myfleet.precisemrm.com/api/v201805/companies/0/assets/1234/images/123456789_20220119151905_1
```

When making the request, ensure that the request header either does not contain a header for 'Content-Type' or the 'Content-Type' header is set to "image/jpeg."

Image Link: Sample Response

Figure 11 is an example of the image content returned by the prior sample request.

Figure 11. Sample Image Link Response



Image Links for an Asset

You can request images for a single asset by providing either a list of image links or a .zip archive containing all image files in the result set.

The following optional URL parameters can be supplied to alter the result set:

- StartTime: The earliest time, in UTC, of an image in the result set
- EndTime: The latest time, in UTC, of an image in the result set
- Archive: Sets the response to return a .zip archive of the image files

[Assets/Images: Sample Request \(Archive = False\)](#)

The sample request below shows all optional URL parameters in use.

Sample Request (Archive = False):

```
https://api-myfleet.precisemrm.com/api/v201805/companies/0/assets/1234/images
?archive=false&startTime=2022-01-19T00:00:00.000Z&endTime=2022-01-20T00:00:00.000Z
```

When making the request, ensure that the request header either does not contain a header for 'Content-Type' or the 'Content-Type' header is set to "image/jpeg."

[Assets/Images: Sample Response \(Archive = False\)](#)

Below is a sample response of the response of an archive = false.

Sample Response (Archive = False):

```
[
  {
    "action": "GET",
    "href": "https://api-
test.precisemrm.com/api/v201805/companies/0/assets/1234/images/123456789_20220119141650_1",
    "rel": "Images"
  },
  {
    "action": "GET",
    "href": "https://api-
test.precisemrm.com/api/v201805/companies/0/assets/1234/images/123456789_20220119150254_1",
    "rel": "Images"
  },
  {
    "action": "GET",
    "href": "https://api-
test.precisemrm.com/api/v201805/companies/0/assets/1234/images/123456789_20220119151006_1",
    "rel": "Images"
  }
]
```

[Assets/Images: Sample Request \(Archive = True\)](#)

The sample request below shows only the Archive and StartTime optional URL parameters in use.

Sample Request (Archive=True):

```
https://api-myfleet.precisemrm.com/api/v201805/companies/0/assets/1234/images
?archive=true&startTime=2022-01-19T00:00:00.000Z
```

When making the request, ensure that the request header either does not contain a header for 'Content-Type' or the 'Content-Type' header is set to "application/x-zip-compressed."



[Assets/Images: Sample Response \(Archive = True\)](#)

The response will contain a binary file with a dynamically generated file name and the following response headers:

- Content-Type: application/x-zip-compressed
- Content-Disposition: attachment; filename=f94abc58-5474-4d2c-8b09-00fd0c70490d.zip

FORCE America Controller Data

Data from Reports based API calls may return FORCE America controller information. This data will be reflected in the *FORCEMessages* field. Some of the data within that information must be additionally parsed to determine meaning. Below is a listing of *FORCEMessages* data headings and their meanings:

- **ControllerDistance**
Reflects the system distance of the spreader control at the time of the event. System distance is the total distance in mi or km that the vehicle has traveled with the spreader control powered up.
- **ErrorStatus**
A numeric value indicating what, if any, error that is occurring in the system. See Appendix A: FORCE America Controller Error Numbers for the error description relating to the error number.
- **GateSetting**
Reflects the Calib → Auger / Conveyor → Gate Setting menu item at the time of the event.
- **GranularMaterial**
Reflects the name of the active granular material at the time of the event.
- **GranularMode**
Describes the granular loop mode that the spreader was in at the time of the event.

Value	Description
C	Closed Loop
O	Open Loop
M	Manual

- **GranularRateIndex**
Reflects the granular set rate index at the time of the event. Represented as a hexadecimal number.
 - 0 means Granular was enabled in Calibration, but deactivated or off.
 - 10 is represented by the hex value A.
 - The blast index position is represented by the hex value B.
- **GranularSetting**
Reflects the granular material's set rate in lb/mi or kg/km at the time of the event.
- **GranularTotal**
Reflects the total weight of the active granular material applied in lbs or kgs at the time of the event.
- **LiquidMode**
Describes the direct liquid loop mode that the spreader was in at the time of the event.

Value	Description
C	Closed Loop
O	Open Loop
M	Manual

- **LiquidRateIndex**
 Reflects the direct set rate index at the time of the event. Represented as a hexadecimal number.

 - 0 means Direct was enabled in Calibration, but deactivated or off.
 - 10 is represented by the hex value A.
 - The blast index position is represented by the hex value B

- **LiquidSetting**
 Reflects the direct material's set rate in gallons/mi or l/km at the time of the event.

- **LiquidTotal**
 Reflects the total volume of the active direct material applied in gallons or liters at the time of the event.

- **PrewetMaterial**
 Reflects the name of the active prewet material at the time of the event.

- **PrewetMode**
 Describes the prewet loop mode that the spreader was in at the time of the event.

Value	Description
C	Closed Loop
O	Open Loop
M	Manual

- **PrewetRateIndex**
 Reflects the prewet set rate index at the time of the event. Represented as a hexadecimal number.

 - 0 means Prewet was enabled in Calibration, but deactivated or off.
 - 10 is represented by the hex value A.

- **PrewetSetting**
 Reflects the prewet material's set rate in gal/ton or l/ton at the time of the event.

- **PrewetTotal**
 Reflects the total volume of the active prewet material applied in gallons or liters at the time of the event.

- **SpinnerDialSetting**
 Reflects the index of the spinner dial position at the time of the event.
 When operating in the ground based spinner mode, this field will be reported as an 11.

- **SpreaderInfo**
 Describes the states of various spreader control options at the time of the event using a 2 digit hexadecimal number.

Use the following table to interpret the value. Bits 0 to 3 are the least significant digit and bits 4 to 7 are the most significant digit.

N/A	EI4	EI3	EI2	EI1	TC	SS	AD
Bit 7	Bit 6	Bit 5	Bit 4	Bit 3	Bit 2	Bit 1	Bit 0

- bit 7: Reserved for future use.
- bit 6: External Input 4 1 = Active 0 = Inactive
- bit 5: External Input 3 1 = Active 0 = Inactive
- bit 4: External Input 2 1 = Active 0 = Inactive
- bit 3: External Input 1 1 = Active 0 = Inactive
- bit 2: Temperature Compensation 1 = Active 0 = Off
- bit 1: Skip Sanding 1 = Active 0 = Off
- bit 0: Auger Direction 1 = Forward 0 = Reverse

- **SpreaderStatus**

Describes the state of the spreader as determined by the operating mode.

Value	Description
P	Power Up
O	In Standby
S	Spreading
B	Blast
U	Unload
J	Clear Jam
A	Aux Power

- **Temperatures**

- **AirTemp**
Reflects the ambient or air temperature reading in °F or °C at the time of the event. This field will not contain a value if an error occurs with the temperature reading.
- **RoadTemp**
Reflects the road temperature reading in °F or °C at the time of the event. This field will not contain a value if an error occurs with the temperature reading.

- **UnitsOfMeasure**

Reflects the status of the Calib → Configuration → Measurement Units menu item. All following fields in the event string will be reported using these units of measurement

Value	Description
E	English
M	Metric

- **UnloadFunction**

Describes what function was actively unloading material at the time of the event. If the Spreader Status field (4) is not Unload (U), this field will be reported as blank.

Value	Description
G	Granular Unload
P	Prewet Unload
D	Direct Liquid Unload

- **VehicleId**

Reflects the Calib → Configuration → Vehicle Name menu item at the time of the event.



FAQ

Appendix A: FORCE America Controller Error Numbers

This appendix contains a detailed explanation of Force America 5100 Spreader error numbers and their related error description.

Error Number	Error Description
0	No Error
1	Divide Overflow Error
2	Interface Communication Failure
3	EEPROM Failure
4	PWM Pic Error
5	Clock Error
6	Can Controller Error
7	Calibration Settings Corrupt
8	Display Communication Error
9	Operator Interface Communication Error
10	Direct Module Communication Error
11	Temperature Sensor Error
12	Low Liquid Warning
13	Hydraulic System Warning
14	Overspeed Warning
15	Low Material Warning
16	Low Direct Liquid Warning
17	Low Prewet Liquid Warning
18	Gate Setting Error
19	Improper Gate Setting Override
20	Auger Feedback Error
21	Spinner Feedback Error
22	Prewet Feedback Error
23	Direct Feedback Error
24	Dust Control Feedback Error
30	Auger Range Error
31	Spinner Range Error
32	Prewet Range Error
33	Direct Range Error
34	Dust Control Range Error
50	Auger Forward Valve Short
51	Spinner 1 Valve Short

Error Number	Error Description
52	Prewet Valve Short
53	Direct PWM Valve Short
54	Auger Reverse Valve Short
55	Spinner 2 Valve Short
56	Dust Control PWM Valve Short
60	External Output Short
61	Left Low Boom Valve Short
62	Left High Boom Valve Short
63	Center Low Boom Valve Short
64	Center High Boom Valve Short
65	Right Low Boom Valve Short
66	Right High Boom Valve Short
70	Stuck Switch Input – Spreader Dial
71	Stuck Switch Input – Left Select Knob
72	Stuck Switch Input – Center Select Knob
73	Stuck Switch Input – Right Select Knob
74	Stuck Switch Input – Spinner Dial
75	Stuck Switch Input – Remote Standby
76	Stuck Switch Input – Remote Blast
77	Calibration Table 1 Corrupt
78	Calibration Table 2 Corrupt
79	I2C Bus Controller Rest
80	Event Storage Corrupt
81	Event Storage Cleared
82	Error Log Corrupt
83	Error Log Cleared
84	On Board Event Storage Low
85	On Board Event Storage Full
86	Current Data Totals Corrupt
87	Season Data Totals Corrupt
88	Standard Data Storage Error
89	Standard Data Corrupt
90	External Storage Device Communication Error
92	Controller Flash Memory Error (typically bad CR2450N batteries or corrosion on the circuit board)

EXHIBIT 2

Schedule of Compensation



COOK COUNTY GOVERNMENT
Office of the Chief Procurement Officer
RFP No. 2208.10110 AVL-GPS TELEMATICS FOR COUNTYWIDE FLEET
PRICING PROPOSAL

Instructions

Proposer can provide price proposals for the purchase and/or lease. If proposing to lease, please complete the "Lease Option" tab.

Proposers are required to provide input in blue cells only.

All costs associated with the implementation of the proposed solution must be itemized and submitted in **Excel format**. **PDF files will not be accepted.**

If cost is not applicable, Proposer must enter zero (\$0).

Cook County will assume zero (\$0) cost on blank cells.

When the pricing proposal is complete, Proposer must validate the final Total Cost columns.

Insert "not applicable" in the Comments column if a given line item does not apply.

It is the responsibility of Proposers to contact the Procurement Office in a timely manner if formula/cell errors are found.

Please do not modify the formulas in the spreadsheet. Include notes in the comment section if changes are needed.

Company Name	Precise MRM LLC
---------------------	-----------------

ID	Cost Description	Total Cost	Comments
1.001	Project Cost - Year One	\$447,000.00	Includes: Installing 25 cameras on 25 plows, installation of 1800 vehicles and the monthly fees for 1800 vehicles for 1 year. Installation included. Hardware included. Monthly fee per vehicle/device: \$20.00/month.
1.002	Project Cost -Year Two	\$432,000.00	
1.003	Project Cost -Year Three	\$432,000.00	
1.004	Project Cost -Year Four	\$432,000.00	
1.005	Project Cost -Year Five	\$432,000.00	
1.006	Total Five Years Project Cost	\$2,175,000.00	

1.007	Support, Maintenance, and Hardware Costs	\$0.00	Included in the above cost as the SaaS model, built within the \$20.00/month/asset.
1.008	Software/Functionality Costs	\$0.00	Included in the above cost as the SaaS model, built within the \$20.00/month/asset.
1.009	Professional Services Costs	\$0.00	Professional services are not needed per the RFP. If needed we reserve the right to add at \$185.00/hour for development time.
1.010	Total Five Year Project Cost	\$0.00	

	Optional Renewal	Total Cost	Comments
1.011	Optional Renewal Cost - Year One	\$324,000.00	This would technically be year 6. \$15.00/asset x 12 months x 1800 assets
1.012	Optional Renewal Cost - Year Two	\$324,000.00	
1.016	Total Optional Renewal Two Year Cost	\$648,000.00	This would technically be year 7.

Proposers must return this pricing proposal in excel format.

If 1.006 and 1.010 Total Costs are not identical, there may be an issue with your calculations. Please validate your totals.

Per the bid PreCise will be utilizing the IX-84 and IX-101 devices that we supply. The removal of the previous supplier GPS device, the installation of the PreCise device, the configuration of the asset within PreCise is all included in the monthly fee of \$20.00/month. This cost also includes the cost of the hardware itself. PreCise will start invoicing Cook County, IL once the device is installed

in the asset itself and the device starts reporting. The Year 1 cost is higher in price because the cost of the cameras on the snow plows and the added cost for installation of said cameras. These costs are associated with all 1,800 devices installed which probably won't happen over a 12 month period so this cost comes down. The cost is \$20.00 per asset (after device installation) so the County will be billed incrementally based upon device installs. For example: June install 100 device. The July invoice will account for 100 assets. In July another 150 get installed so the August invoice will be for 250 and so on.

Hardware required to install in asset: Included in the \$20.00/month/asset

Removal of
previous GPS
suppliers
device:

Installation of PreCise device: Included in the \$20.00/month/asset

Access to PreCise as the SaaS: Included in the \$20.00/month/asset

Cellular reporting for device: Included in the \$20.00/month/asset

Support and Maintenance: Included in the \$20.00/month/asset

Data storage, 7 years: Included in the \$20.00/month/asset

REST API for access to incorporate data into other 3rd party applications: Included in the \$20.00/month/asset

GeoEvent Connector for ESRI: Included in the \$20.00/month/asset

Camera cost to work with the 6100 Gen 5 controls: \$300.00

Labor cost to install camera to work with the Gen 5 controls: \$300.00 (2 hours to install, \$150.00/hr x 2).

Labor rate for onsite field service: \$150.00/hour

ID	Item	Description	Unit of Measure	Cost per Unit	Quantity	Year One Costs	Cost per Unit Year Two	Quantity Year Two	Year
2.002	All support/Maintenance is built into the previous tab, "Main-Grand Totals".					\$0.00			
2.003						\$0.00			
2.004						\$0.00			
2.005						\$0.00			
2.006						\$0.00			
2.007						\$0.00			
2.008						\$0.00			
2.009						\$0.00			
2.010						\$0.00			
2.011						\$0.00			
2.012						\$0.00			
2.013						\$0.00			
Support and Maintenance Total						\$0.00			

Hardware Costs

ID	Item (servers, PCs, laptops, telephones etc.)	Specifications	Unit of Measure	Cost per Unit	Quantity	Year One Costs	Cost per Unit Year Two	Quantity Year Two	Year
2.044						\$0.00			
2.045						\$0.00			
2.046						\$0.00			
2.047						\$0.00			
2.048						\$0.00			
2.049						\$0.00			
2.050						\$0.00			
2.051						\$0.00			
2.052						\$0.00			
2.053						\$0.00			
Hardware Total						\$0.00			

Hardware costs for specialty hardware that can only be purchased via the Proposer

ID	Item	Specifications	Unit of Measure	Cost per Unit	Quantity	Year One Costs	Cost per Unit Year Two	Quantity Year Two	Year
2.057						\$0.00			
2.058						\$0.00			
2.059						\$0.00			
2.060						\$0.00			
2.061						\$0.00			
2.062						\$0.00			
2.063						\$0.00			
2.064						\$0.00			
2.065						\$0.00			
Specialty Hardware Total						\$0.00			

Cook County makes no guarantee that the services or products identified in this RFP will be required. Proposers must return this pricing proposal in excel format.

Year Two Costs	Cost per Unit Year Three	Quantity Year Three	Year Three Costs	Cost per unit Year Four	Quantity Year Four	Year Four Costs	Cost per Unit Year Five	Quantity Year Five	Year Five Costs
\$0.00			\$0.00			\$0.00			\$0.00
\$0.00			\$0.00			\$0.00			\$0.00
\$0.00			\$0.00			\$0.00			\$0.00
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\$0.00			\$0.00			\$0.00			\$0.00
\$0.00			\$0.00			\$0.00			\$0.00
\$0.00			\$0.00			\$0.00			\$0.00

Year Two Costs	Cost per Unit Year Three	Quantity Year Three	Year Three Costs	Cost per unit Year Four	Quantity per Year Four	Year Four Costs	Cost per year Five	Quantity per year Five	Year Five Costs
\$0.00			\$0.00			\$0.00			\$0.00
\$0.00			\$0.00			\$0.00			\$0.00
\$0.00			\$0.00			\$0.00			\$0.00
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\$0.00			\$0.00			\$0.00			\$0.00
\$0.00			\$0.00			\$0.00			\$0.00

Year Two Costs	Cost per Unit Year Three	Quantity Year Three	Year Three Costs	Cost per unit Year Four	Quantity per Year Four	Year Four Costs	Cost per year Five	Quantity per year Five	Year Five Costs
\$0.00			0.00			\$0.00			\$0.00
\$0.00			0.00			\$0.00			\$0.00
\$0.00			0.00			\$0.00			\$0.00
\$0.00			0.00			\$0.00			\$0.00
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\$0.00			0.00			\$0.00			\$0.00
\$0.00			0.00			\$0.00			\$0.00

Comments	Total For Five Years	Cost per Unit Optional Year One	Quantity Optional Year One	Optional Year One Costs	Cost per Unit Optional Year Two	Quantity Optional Year Two	Optional Year Two Costs	Comments	Total For Two Optional Years
	\$0.00			\$0.00			\$0.00		\$0.00
	\$0.00			\$0.00			\$0.00		\$0.00
	\$0.00			\$0.00			\$0.00		\$0.00
	\$0.00			\$0.00			\$0.00		\$0.00
	\$0.00			\$0.00			\$0.00		\$0.00
	\$0.00			\$0.00			\$0.00		\$0.00
	\$0.00			\$0.00			\$0.00		\$0.00
	\$0.00			\$0.00			\$0.00		\$0.00
	\$0.00			\$0.00			\$0.00		\$0.00
	\$0.00			\$0.00			\$0.00		\$0.00
	\$0.00			\$0.00			\$0.00		\$0.00
	\$0.00			\$0.00			\$0.00		\$0.00
	\$0.00			\$0.00			\$0.00		\$0.00
	\$0.00			\$0.00			\$0.00		\$0.00
	\$0.00			\$0.00			\$0.00		\$0.00

Comments	Total Five Year Costs	Cost per Unit Optional Year One	Quantity Optional Year One	Optional Year One Costs	Cost per Unit Optional Year Two	Quantity Optional Year Two	Optional Year Two Costs	Comments	Total For Two Optional Years
	\$0.00			\$0.00			\$0.00		\$0.00
	\$0.00			\$0.00			\$0.00		\$0.00
	\$0.00			\$0.00			\$0.00		\$0.00
	\$0.00			\$0.00			\$0.00		\$0.00
	\$0.00			\$0.00			\$0.00		\$0.00
	\$0.00			\$0.00			\$0.00		\$0.00
	\$0.00			\$0.00			\$0.00		\$0.00
	\$0.00			\$0.00			\$0.00		\$0.00
	\$0.00			\$0.00			\$0.00		\$0.00
	\$0.00			\$0.00			\$0.00		\$0.00
	\$0.00			\$0.00			\$0.00		\$0.00
	\$0.00			\$0.00			\$0.00		\$0.00
	\$0.00			\$0.00			\$0.00		\$0.00
	\$0.00			\$0.00			\$0.00		\$0.00
	\$0.00			\$0.00			\$0.00		\$0.00

Comments	Total Five Year Costs	Cost per Unit Optional Year One	Quantity Optional Year One	Optional Year One Costs	Cost per Unit Optional Year Two	Quantity Optional Year Two	Optional Year Two Costs	Comments	Total For Two Optional Years
	\$0.00			\$0.00			\$0.00		\$0.00
	\$0.00			\$0.00			\$0.00		\$0.00
	\$0.00			\$0.00			\$0.00		\$0.00
	\$0.00			\$0.00			\$0.00		\$0.00
	\$0.00			\$0.00			\$0.00		\$0.00
	\$0.00			\$0.00			\$0.00		\$0.00
	\$0.00			\$0.00			\$0.00		\$0.00
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	\$0.00			\$0.00			\$0.00		\$0.00
	\$0.00			\$0.00			\$0.00		\$0.00
	\$0.00			\$0.00			\$0.00		\$0.00
	\$0.00			\$0.00			\$0.00		\$0.00
	\$0.00			\$0.00			\$0.00		\$0.00
	\$0.00			\$0.00			\$0.00		\$0.00



COOK COUNTY GOVERNMENT
Office of the Chief Procurement Officer
RFP No. 2208.10110 AVL-GPS TELEMATICS FOR COUNTYWIDE FLEET

Instructions

Proposers are required to provide input in blue cells only.

All costs associated with the implementation of the proposed solution must be itemized and submitted in **Excel format**. **PDF files will not be accepted.**

If cost is not applicable, Proposer must enter zero (\$0).

Cook County will assume zero (\$0) cost on blank cells.

When the pricing proposal is complete, Proposer must validate the final Total Cost columns.

Insert "not applicable" in the Comments column if a given line item does not apply.

It is the responsibility of Proposers to contact the Procurement Office in a timely manner if formula/cell errors are found.

Use the Comments column to provide additional details

Company Name: Precise MRM LLC									
Software Costs									
ID	Software Functionality (what does it do? Include any integration/migration tools. <u>Proposer may add more rows or add a sheet if necessary, but the totals in those additional tabs must populate to the Main - Grand Totals Tab</u>)	Module Name	Unit of Measure	Cost per Unit	Est. 5 Year Quantity	Total Five Year Costs	Year One Costs	Year Two Costs	Year Three Costs
3.001	PreCise is a SaaS service that is 100% web based that fits the requirements of the GPS/AVL telematics RFP for Cook County. The PreCise solution is a canned solution with reports/mapping applications/Geofencing/Material Usage Reports/route replays/etc. There isn't any additional cost for Cook County to use our REST API to integrate PreCise data into other 3rd party applications.					\$ -			
3.002						\$ -			
3.003							\$ -		
3.004						\$ -			
3.005						\$ -			
3.006						\$ -			
3.007						\$ -			
3.008						\$ -			
3.009						\$ -			
3.010						\$ -			
3.011						\$ -			
3.012						\$ -			
3.013						\$ -			
3.014						\$ -			
3.015						\$ -			
3.016						\$ -			
3.017						\$ -			
3.018						\$ -			
3.019						\$ -			
3.020						\$ -			
3.021						\$ -			
3.022						\$ -			
3.023						\$ -			
3.024						\$ -			
3.025						\$ -			
3.026						\$ -			
3.027						\$ -			
3.028						\$ -			
3.029						\$ -			
3.030						\$ -			
3.031						\$ -			
3.032						\$ -			
3.033						\$ -			
3.034						\$ -			
3.035						\$ -			
3.036						\$ -			
3.037						\$ -			
Software Total						\$ -	\$ -	\$ -	\$ -

Cook County makes no guarantee that the services or products identified in this RFP will be required. Proposers must return this pricing proposal in excel format.



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Instructions

- Proposers are required to provide input in blue cells only.
 - All costs associated with the implementation of the proposed solution must be itemized and submitted in **Excel format**.
 - If cost is not applicable, Proposer must enter zero (\$0).
 - Cook County will assume zero (\$0) cost on blank cells.
 - When the pricing proposal is complete, Proposer must validate the final Total Cost columns.
 - Insert "not applicable" in the Comments column if a given line item does not apply.
-
- Proposers are asked to provide their proposed roles and associated costs to support the overall implementation of the scope as defined in the RFP document.
 - For each role, Proposer must provide the following information:
 - Role: In column B, provide the role or job title
 - Description: In column C, provide a detailed job description for each role
 - Skill Level: In column F, provide the experience level, designated as I, II, or III. To ensure consistency in responses, levels are defined as Level I = 2-5 years of experience, Level II = 6-10 years of experience, and Level III = greater than 10 years of experience.
 - M/WBE: In column G, indicate if that particular role/resource will be provided by a M/WBE sub-contractor.
 - Hourly Rate: In column H, provide the maximum hourly rate paid to the actual employee(s) providing services for that role
 - Any additional notes about your pricing proposal may be clarified in appropriate section below.

Company Name Precise MRM LLC

ID	Role	Description of activities that this resource will be performing per phase.	Phase from the RFP. It must align with Section 2.2 of the RFP.	Phase of the Project	Skill Level	M/WBE Sub-Contractor	Hourly Rate	Est. 5 Year Total Number of Hours	Total 5 year project cost
	EXAMPLE: Business Manager	Consults with internal stakeholders to capture agreed-upon business objectives and processes. Performs research and fact-finding to determine business requirements and specifications for development of end-user programs, operational procedures and support and systems.	Section 2.1.4 - Requirements Design and Configuration	Phase 1	II	Yes	\$50.00	10	500
4.001									\$ -
4.002	Professional services are not required for this bid but if Cook County, IL requires services regarding software development it will come at \$185.00/hour.								
4.003									\$ -
4.004									\$ -
4.005									\$ -
4.006									\$ -
4.007									\$ -
4.008									\$ -
4.009									\$ -
4.010									\$ -
4.011									\$ -
4.012									\$ -
4.013									\$ -
4.014									\$ -
4.015									\$ -
4.016									\$ -
4.017									\$ -
4.018									\$ -
4.019									\$ -
4.020									\$ -
						Professional Services Total		0.00	\$ -
									M/WBE Totals

Additional Pricing Proposal Comments:
 Please provide any additional comments

Total 5 year M/WBE Costs	Year One Costs	Year Two Costs	Year Three Costs	Year Four Costs	Year Five Costs	Comments	ID	Role	Description of activities that this resource will be performing per phase.	Phase from the RFP. It must align with Section 2.2 of the RFP.
\$500								EXAMPLE: Business Manager	Consults with internal stakeholders to capture agreed-upon business objectives and processes. Performs research and fact-finding to determine business requirements and specifications for development of end-user programs, operational procedures and support and systems.	Section 2.1.4 - Requirements Design and Configuration
\$ -							4.001			
\$ -							4.002			
\$ -							4.003			
\$ -							4.004			
\$ -							4.005			
\$ -							4.006			
\$ -							4.007			
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\$ -							4.015			
\$ -							4.016			
\$ -							4.017			
\$ -							4.018			
\$ -							4.019			
\$ -							4.020			
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					



COOK COUNTY GOVERNMENT
Office of the Chief Procurement Officer
RFP No. 2208.10110 AVL-GPS TELEMATICS FOR COUNTYWIDE FLEET

Instructions

- Proposers are required to provide input in blue cells only.
- All costs associated with the implementation of the proposed solution must be itemized and submitted in **Excel format**.
- If cost is not applicable, Proposer must enter zero (\$0).
- Cook County will assume zero (\$0) cost on blank cells.
- When the pricing proposal is complete, Proposer must validate the final Total Cost columns.
- List deliverables sequentially.
- The Sum of all deliverable costs should equal the total cost for the project.
- Note that all deliverables must have a set of acceptance criteria that must be approved by Cook County as stated in the RFP.
- If one deliverable will be completed in two parts, list each part on separate lines.

Company Name Precise MRM LLC

	Deliverable	Insert RFP Project Sections	Year (1, 2, or other)	Cost Per Deliverable	Cost for Year
	Example: System Design and Configuration Document	2.1.4 - Requirements Validation and System Design Config	1	\$ 1,000.00	
	Example: System Solutions Overview Documentation	2.2.1 - System Solutions Overview	1	\$ 10,000.00	\$ 11,000.00
5.001					
5.002	All of the deliverables in regards to cost are in the first tab, "Main-Grand Totals".				Cost for Year One
5.003					<Insert formula here>
5.004					
5.005					Cost for Year Two
5.006					<Insert formula here>
5.007					
5.016					Cost for Year Three
5.017					<Insert formula here>
5.018					
5.019					Cost for Year Four
5.020					<Insert formula here>
5.021					
5.022					Cost for Year Five
5.023					<Insert formula here>
5.024					
5.025					Cost for Option Year 1
5.026					<Insert formula here>
5.027					
5.028					Cost for Option Year 2
5.029					<Insert formula here>
				\$	-

EXHIBIT 3

Cook County Information Technology Special Conditions

Exhibit X
Cook County Information Technology Special Conditions (ITSCs)

1. DEFINITIONS FOR special conditions

1.1. **“Biometric Information”** has the same meaning as “biometric information” defined in the Illinois Biometric Privacy Act, 740 ILCS 14/10.

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

1.3. **“Cardholder Data”** means data that meets the definition of “Cardholder Data” in the most recent version of the Payment Card Industry’s Data Security Standard.

1.4. **“Contractor”** has the same meaning as either “Contractor” and “Consultant” as such terms are defined, and may be interchangeably used in the County’s Professional Services Agreement, or “Contractor” as defined in the County’s Instruction to Bidders and General Conditions, if either such document forms the basis of this Agreement. “Contractor” includes any individuals that are employees, representatives, subcontractors or agents of Contractor.

1.5. **“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 County Data or information that may be subject to disclosure under Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. or other law.

1.6. **“County”** has the same meaning as the term “County” in the Cook County Procurement Code, located at Chapter 34, Article IV in the Cook County Code of Ordinances as amended.

1.7. **“County Confidential Information”** means all non-public proprietary information of County, including Personally Identifiable Information and 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.

1.8. **“County Data”** means all data, including County Confidential Information, provided by the County to Contractor, or otherwise encountered by Contractor for purposes relating to this Agreement, including related metadata.

1.9. **“County Intellectual Property”** or **“County IP”** means all Intellectual Property owned or licensed by the County, including Developed IP.

1.10. **“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.

1.11. **“Data Protection Laws”** means laws, regulations, industry self-regulatory standards, and codes of practice in connection with the processing of Personally Identifiable Information, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320(d) et seq.), the Health Information Technology for Economic and Clinical Health Act of 2009 (42 U.S.C. § 17921 et seq.), FBI CJIS Security Policy, the Illinois Biometric Privacy Act, 740 ILCS 14/1, et seq., the Illinois Personal Information Protection Act, 815 ILCS 530/1, et seq., and the Payment Card Industry Data Security Standard..

1.12. **“Data Breach”** means (a) the loss or misuse (by any means) of any County Confidential Information; (b) the unauthorized or unlawful access, use, or disclosure of any County Confidential Information; or (c) any other act or omission that compromises the security, confidentiality, integrity or availability of any County Confidential Information.

1.13. **“Deliverable”** has the same meaning as “Deliverable” as defined in the County’s Professional Services Agreement or as defined in the County’s Instruction to Bidders and General Conditions, if either such document forms the basis of this Agreement.

1.14. **“Developed Intellectual Property”** or **“Developed IP”** means Intellectual Property 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 County IP; (b) Developed Software; and (c) modifications to or enhancements (derivative works) of, Third Party Intellectual Property to the extent not owned by the licensor of the Third Party IP under the terms of the applicable license.

1.15. **“Intellectual Property”** or **“IP”** 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.

1.16. **“Malware”** 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.

1.17. **“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).

1.18. **“Personally Identifiable Information”** means personal data or information that relates to a specific, identifiable, individual person, including County personnel. For the avoidance of doubt, Personally Identifiable 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) Biometric Information; (f) passwords or other access-related information associated with any user account; and (g) any other personal data defined as personally identifiable information under the breach notification laws of the fifty states.

1.19. **“Protected Health Information”** or **“PHI”** has the same meaning as the term “Protected Health Information” in 45 C.F.R. 160.103.

1.20. **“Services”** has the same meaning as “Services” as defined in Article 3 of the County’s Professional Services Agreement or “Deliverables” as defined in the County’s Instruction to Bidders and

General Conditions, if either such document forms the basis of this Agreement.

1.21. “**Software**” means computer programs, whether in source code or object code form (including any and all software implementation of algorithms, models and methodologies), databases and compilations (including any and all data and collections of data), and all documentation (including user manuals and training materials) related to the foregoing.

2. SERVICES AND DELIVERABLES

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

2.2. **Required Consents for Assets in Use and Third-Party Contracts as of the Effective Date.** For this section, “Assets” mean equipment, Software, Intellectual Property and other assets used in providing the Services and “Required Consent” means the consent required to secure any rights of use of or access to any of County-provided or third-party Assets that are required by Contractor to perform the Services. Contractor is responsible for obtaining all Required Consents relating to this Agreement. The County will cooperate with Contractor and provide Contractor such assistance in this regard as the Contractor may reasonably request.

2.3. **Resources Necessary for Services.** Except as set forth in this Agreement, Contractor will provide and is financially responsible for all equipment, Software, and other resources needed to perform the Services in accordance with the Agreement.

3. LEGAL COMPLIANCE

3.1. **Public Records Laws.** Contractor will comply with 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 must: (a) store County Data in such a way that each record is individually accessible for the length of the County’s scheduled retention; (b) retain a minimum of two total copies of all County Data according to industry best practices for geographic redundancy, such as NIST Special Publication 800-34 as revised; (c) store and access County Data in a manner allowing individual records to maintain their relationships with one another; (d) capture relevant structural, descriptive, and administrative metadata to County Data at the time a record is created or enters the control of Contractor.

3.2. **Data Protection Laws.** Contractor will comply with all applicable Data Protection Laws, including those that would be applicable to the Contractor if it, rather than the County, were the owner or data controller of any County Data in its possession or under its control in connection with the Services.

3.3. **Export Laws.** Contractor will comply with all laws governing the export of intellectual property, including, but not limited to the Export Administration Regulations, 15 CFR 730, et seq.

3.4. **Protected Health Information.** If Contractor will have access to Personal Health Information in connection with the performance of the Services, Contractor must enter a Business Associate Agreement in a form provided by the County. See Attachment X, Business Associate Agreement.

3.5. **Criminal Justice Information.** If Contractor will have access to Criminal Justice Information in connection with the performance of the Services, Contractor must execute an FBI CJIS Security Policy Addendum or any other required agreements in a form provided by the County. See Attachment X, CJIS Security Policy Addendum.

3.6. Biometric Information. If Contractor will have access to Biometric Information in connection with the performance of the Services, Contractor must properly secure such information in compliance with the Illinois Biometric Information Privacy Act, 740 ILCS 14/1, et seq., including maintaining a retention schedule and destruction guidelines.

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

4. WARRANTIES

4.1. Contractor Materials and Third Party_IP. Contractor represents and warrants that it owns, or is authorized to use, all Contractor IP, and Contractor-provided third-party IP.

4.2. Developed Software. Contractor represents and warrants that all developed software will be free from material errors in operation and performance, will 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 County. Any repairs made to developed software pursuant to this Section will receive a new twelve (12) month warranty period in accordance with the terms of this Section.

4.3. Open Source_Materials. Contractor represents and warrants that all open source materials (OSM) included in Deliverables or Software are obtained from a trusted distributor. Unless otherwise specified in this Agreement, Contractor must maintain OSM support, including required patching and security updates, which will be provided promptly after release. The Contractor must not use any materials that allow users to modify or incorporate open source code into larger programs on the condition that the software containing the source code is publicly distributed without restrictions, commonly known as “copyleft.”

4.4. Access to County 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 County’s access to and retrieval of County Data.

4.5. Malware. Contractor represents and warrants that it has not and will not introduce or cause to be introduced Malware in any County IT environment at any time. If Contractor discovers that Malware has been introduced into Software, Contractor must, at no additional charge, (a) immediately undertake to remove such Malware (b) notify the County in writing within one (1) business day, and (c) use reasonable efforts to correct and repair any damage to County Data or Software and otherwise assist the County in mitigating such damage and restoring any affected Service, Software or equipment.

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

4.7. Data Security. Contractor represents and warrants that (a) it will not permit any unauthorized access to or cause any loss or damage to County Data or County IP; (b) it will comply with all County security policies in place during the term of this Agreement, and (c) it will not use any system that is dependent on software or hardware that no longer have appropriate security updates available.

5. INTELLECTUAL PROPERTY

5.1. County Intellectual Property. The County retains all right, title and interest in and to all County IP. Contractor will not be permitted to use any of the County IP for the benefit of any entities other than the County. Upon expiration or termination of this Agreement, Contractor must cease all use of County IP and must return to the County all County IP.

5.2. Developed Intellectual Property. Contractor hereby irrevocably and unconditionally assigns, transfers and conveys to the County without further consideration all of its right, title and interest in such Developed IP, which assignment will 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 perform any actions as may reasonably be necessary, or as the County may reasonably request, to perfect the County's ownership of any such Developed IP.

5.3. Residual Knowledge. Nothing contained in this Agreement will restrict either Party from the use of any ideas, concepts, know-how, or techniques relating to the Services which either Party, individually or jointly, develops or discloses under this Agreement, provided that in doing so (a) such information is solely retained in the unaided memory of the Parties employees performing or using such Services, (b) the Party does not breach its respective obligations under Section 6 relating to confidentiality and non-disclosure, and (c) 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 5, neither this Agreement nor any disclosure made hereunder grants any license to either Party under any Intellectual Property rights of the other.

5.4. Software Licenses. This Agreement contains all terms and conditions relating to all licenses in Contractor-Provided Software and Contractor IP. Except as explicitly set forth elsewhere in this Agreement, all licenses that Contractor grants in Contractor-Provided Software include: (a) the right of use by Third Party Contractors for the benefit of the County, (b) the right to make backup copies, and (c) the right to reasonably approve the procedures by which Contractor may audit the use of license entitlements.

6. COUNTY DATA AND CONFIDENTIALITY

6.1. Property of County. All County Data is the sole property of the County. Contractor must not use County Data for any purpose other than that of performing the Services under this Agreement. Without the County's express written consent, no County Data, or any part thereof, may be disclosed, sold, assigned, destroyed, altered, withheld, or otherwise restricted by Contractor or commercially exploited by or on behalf of Contractor.

6.2. Acknowledgment of Importance of County Data. Contractor acknowledges the importance of County Data and that the County may suffer irreparable harm or loss in the event of such information being disclosed or used otherwise than in accordance with this Agreement.

6.3. Data Recovery. Upon the County's request Contractor must promptly return all requested County Data to the County or its designee in such a format that the County may reasonably request. Contractor must provide County with adequate bandwidth and other resources to remove County Data from Contractor servers. Contractor must also provide sufficient information requested by the County about the format and structure of the County Data to enable such data to be used in substantially the manner used by Contractor. Also upon County's request, in lieu of return or in addition to return, Contractor must destroy County Data, sanitize any media upon which County Data resides in accordance to NIST Special Publication 800-88 as revised; and upon County request, Contractor must provide County with a certificate of destruction in compliance with NIST Special Publication 800-88.

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

6.5. Data Integrity and Loss of County Confidential Information. Data integrity requires that data are complete, consistent, and accurate. As appropriate Contractor must implement and maintain strong, industry standard measures, such as encryption, cryptographic key systems, digital signatures, and firewalls, to maintain accuracy of County Data. Without limiting any rights and responsibilities under Section 7 of these IT Special Conditions, in the event of any disclosure, inaccuracy, or loss of, or inability to account for, any County Confidential Information, Contractor must promptly, at its own expense: (a) notify the County in writing within one (1) business day; (b) take such actions as may be necessary or reasonably requested by the County to minimize the violation; and (c) cooperate in all reasonable respects with the County to minimize any damage resulting from the violation.

6.6. Contractor Confidential Information. County must use at least the same degree of care to prevent disclosing Contractor Confidential Information to Third Parties as County exercises to avoid unauthorized disclosure, publication or dissemination of its County Confidential Information of like character.

7. DATA SECURITY AND PRIVACY

7.1. General Requirement of Confidentiality and Security. Contractor is obligated to maintain the confidentiality and security of all County Confidential Information in connection with the performance of the Services. Without limiting Contractor's other obligations under this Agreement, Contractor must implement and/or use network management and maintenance applications and tools, appropriate fraud prevention and detection and encryption technologies to protect the aforementioned; provided that Contractor must, at a minimum, encrypt all Personally Identifiable Information in-transit and at-rest. Contractor must perform all Services using security technologies and techniques in accordance with industry-leading practices and the County's security policies, procedures and other requirements made available to Contractor in writing.

7.2. Security. Contractor must establish and maintain reasonable and sufficient physical, technical and procedural safeguards to preserve the security and confidentiality of County Confidential Information and to protect same against unauthorized or unlawful disclosure, access or processing, loss, destruction or damage. The safeguards must provide a level and scope of security that is not less than the level and scope required under (a) the County Policies as updated; (b) Federal Information Processing Standard 200; (c) then-current NIST 800-series standard and successors thereto; or (d) an equivalent, generally accepted, industry-standard security standards series.

7.3. Contractor Personnel. Contractor will oblige its personnel to comply with applicable Data Protection Laws and to undertake only to collect, process or use any County Data necessary to perform the Services and not to make the aforementioned available to any Third Parties except as specifically authorized hereunder. Contractor must ensure that, prior to performing any Services or accessing any County Data or other County Confidential Information, all Contractor personnel who may have access to the aforementioned must have executed agreements concerning access protection and data/software security consistent with this Agreement.

7.4. Information Access. Contractor may not attempt to or permit access to any County

Confidential Information by any unauthorized individual or entity. Contractor must provide its personnel only such access as is minimally necessary for such persons/entities to perform the tasks and functions for which they are responsible. Contractor will, upon request from the County, provide the County with an updated list of those personnel having access to County Data and the level of such access.

7.5. Encryption Requirement. Contractor must encrypt all County Confidential Information. Contractor must 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 must not deviate from this encryption requirement without the advance, written approval of the County's Information Security Office.

7.6. Updates. Contractor must provide to County, without charge, the timely application of any upgrades to software required for Services that are available to third parties. Software upgrades must include, but not be limited to, new version releases and operating system patching, as well as bug fixes.

7.7. 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 Personally Identifiable Information, it will act only on instructions and directions from the County.

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

7.9. Data Minimization. Contractor must implement procedures to minimize the collection of Personally Identifiable Information.

8. DATA BREACH

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

8.2. Data Breach Responsibilities. Upon discovery of an actual or reasonably suspected loss, or unauthorized use, access, or disclosure, of County Data, Contractor must promptly provide details regarding the incident, its mitigation efforts, and its corrective action to prevent a future similar incident. Contractor must fully cooperate with County, and is solely responsible for: (a) investigating and resolving any data privacy or security issue; (b) providing County with a root cause analysis of the breach, (c) notifying any affected persons (solely at County's direction) and governmental regulators, as applicable; and (d) recovering affected data or information, to the extent possible, and (e) provide County with a corrective action plan acceptable to County.

8.3. Notice to Impacted Parties. County has the sole right to determine (a) whether notice of the Data Breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies or others as required by law or regulation, or otherwise in County's discretion; and (b) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.

8.4. Costs. In the event of a Data Breach attributable to an act or omission of Contractor, as part of such remediation, Contractor must pay all cost and expense of County's compliance with any of County's notification obligations, as well as the cost of credit monitoring services for affected individuals.

9. AUDIT RIGHTS

9.1. Service Organization Control (SOC 2), Type II Audits. Contractor must, at least once annually and at its sole cost and expense provide to the County and its auditors a SOC 2, Type II report, or equivalent, for all locations at which the County Data is processed or stored. Contractor must promptly make available to the County the results of any reviews or audits conducted by Contractor (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.

9.2. Subcontractor Agreements. Contractor must ensure that all agreements with its Subcontractors performing Services under this Agreement contain terms and conditions consistent with the County's audit rights.

10. EXIT ASSISTANCE

10.1. Removal of Contractor Materials. Contractor is responsible, at its own expense, for de-installation and removal from the County facilities any equipment owned or leased by Contractor, that is not being transferred to the County under the Agreement, subject to the County's reasonable procedures and in a manner that minimizes the adverse impact on the County.

11. MISCELLANEOUS

11.1. Survival. Sections 1 (Definitions for Special Conditions), 5 (Intellectual Property), 9 (Data Breach), and 10 (Audit Rights) will survive the expiration or termination of this Agreement for a period of five (5) years (and Sections 6 (County Data and Confidentiality) and 13 (Miscellaneous) will 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 County Confidential Information as required by this Agreement.

11.2. 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 will expressly include County and vice versa.

11.3. No Click-Wrap or Incorporated Terms. The County is not bound by any content on the Contractor's website, in any click-wrap or other similar document.


12. EPIDEMIC DISRUPTION

12.1. **Epidemic Disruption.** County may suspend Services under any Statement of Work on 2 business days' written notice in case of Epidemic Disruption (as defined below). Each party's deadlines and obligations related to performance, receipt, or support of Services will then be delayed by a period equal to the duration of such suspension, provided suspension will not delay Customer's obligations to make payments already due pursuant to the terms of this Agreement. County may end such suspension at any time on 5 business days' notice, provided Contractor may by prompt written notice delay such Services' restart date by up to 2 weeks if earlier return of staff imposes unreasonable burdens on Contractor. If performance pursuant to a Statement of Work is suspended due to Epidemic Disruption for more than 40

business days out of any 90-day period, either party may terminate such Statement of Work for convenience on 10 days' prior written notice, provided that if Provider issues such termination notice and County ends the suspension before the notice period ends, the Statement of Work will not terminate. For the avoidance of doubt: (a) termination pursuant to the preceding sentence does not release Provider from its obligations pursuant to PSA Section __ (*Transition Assistance*); and (b) nothing in this PSA Section __ limits either party's rights set forth in PSA Section __ (*Force Majeure*), including without limitation either party's right to suspend Services as a result of epidemics. ("Epidemic Disruption" occurs when County reasonably concludes (i) that risks related to an epidemic make performance, receipt, or support of Services unreasonably dangerous for either party's employees or for third parties or (ii) that government shelter-in-place orders or other government measures addressing an epidemic make performance, receipt, or support of Services unduly expensive or otherwise impractical.)

EXHIBIT 4

BOA AVL Systems Requirements Matrix

No.		Vendor Requirement Self-Rating Values					Vendor Comments
		BOA AVL - GPS Priority	5 Meets "Out of the Box"	4 Needs Configuration	3 Future Release Planned <Date, Version>	2 Not delivered; Meet via 3rd Party <identify>	
1.001	System shall obtain actual vehicle location	1	x				
1.002	System shall set and establish maximum speed for the vehicle	1	x				
1.003	System shall monitor start and stop vehicle (engine immobilizer)	1	x				
1.004	System shall set and establish the vehicles area of operation (Geofencing)	1	x				
1.005	individual department	1	x				

No.	Requirements	Vendor Requirement Self-Rating Values					Vendor Comments
		BOA AVL-GPS Priority	5 Meets "Out of the Box"	4 Needs Configuration	3 Future Release Planned <Date, Version>	2 Not delivered; Meet via 3rd Party <identify>	
2.001	System shall have the ability to generate daily mileage report	1	x				
2.002	System shall have the ability to generate reports on number of each vehicle trips, number of stops, mileage, etc.	1	x				
2.003	System shall have the ability to generate speed report at multiple levels of granularity, including a per-trip level	2		x			
2.004	System shall have the ability to generate speeding report at multiple levels of granularity, including a per-trip level, driver and vehicle summary and fleet-wide summary.	2		x			
2.005	System shall generate snowplow route reports						PreCise is already doing this with Cook County, IL today.
2.005	System shall generate real-time salt spreader use data and reporting	1					PreCise is the only GPS/AVL solution integrated into our FORCE America controls which Cook County, IL utilizes on all of its snow plows. Cook County, IL has tried to use another GPS supplier to do the same and failed. We came in last year and provided all the data the County wanted on its Winter Maintenance Fleet. PreCise is embedded/included in the FORCE America controls.
2.006	System shall be able to provide group or individual vehicle history for custom time frame in table and map format	1					
2.007	System shall be able to provide group or individual vehicle history for custom time frame in geo fence (County routes) in table and map format.	1	x				
2.008	System shall be able to provide group or individual vehicle mileage summary for custom time frame.	1		x			
2.009	System shall be able to provide group or individual vehicle mileage summary for custom time frame within geo fence (County routes or custom)	1		x			
2.01	System shall have the ability to monitor snowplow use and sensors	1					
2.011	System shall include outward viewing Cameras. Video replay shall be real time with downloadable historical data.	1					PreCise can provide this with our 6100 Gen 5 controls on the Cook County, IL snow plows.
2.012		1					



No.	Requirements	Vendor Requirement Self-Rating Values					Vendor Comments
		BOA AVL-GPS Priority	5 Meets "Out of the Box"	4 Needs Configuration	3 Future Release Planned <Date, Version>	2 Not delivered; Meet via 3rd Party <identify>	
3.001	System shall have the ability to monitor the following parameters i.e., (battery voltage, mileage, engine hours, fuel level, fuel consumption, DEF level, seatbelt buckled/unbuckled, fault codes, tire pressure, oil life)	1	x				PreCise can currently meet battery voltage, mileage, engine hours, fault codes with light/medium duty, OBDII. Currently PreCise can not meet: fuel level, fuel consumption, DEF levels, tire pressure or oil life.
3.002	System shall have the ability to monitor the following driving behaviors (idle time, stop time, breaking, acceleration, speeding, cornering/swerving, cruise control activation, anticipation)	1	x				PreCise can meet most, but not all. Cornering, cruise control and anticipation would not be items that PreCise currently tracks.
3.003	System shall have the ability to monitor fuel-level and engine hours on generators	2	x				PreCise can track hours of usage on generators but not fuel consumption.
3.004	System shall be web based or hosted on the cloud	1	x				
3.005	System shall provide automatic detection, decoding and alerting of diagnostic trouble codes	2	x				PreCise can provide this via OBDII.
3.006	System shall require username and password to log into the website.	1	x				
3.007	System shall be equipped with Onboard Diagnostics.	2	x				OBDII plug in, NOT J1939.
3.008	System shall provide automatic notifications via email user exceeds	2	x				
3.009	System shall display Both Vehicle and Equipment GPS/telematics data consolidated into one log-in/dashboard	1	x				
3.010	System shall include real time video with downloadable video replay with historical data from forward facing camera in snow trucks	2		x			Camera images currently, working on video. ETA on video VTBD but within the next 12-18 months.
3.011	System shall be able to provide live Reports for salt and liquid brine usage and rate of use and for a timeframe, and total mileage and miles driven on County routes for a timeframe reporting signal/data updates after being offline for more than one hour	1		x			PreCise is the only GPS supplier that can truly "check the box" to say yes as we are integrated into all models of our spreader controls: 5100, 5100ex, 6100 Gen 2, 3, 4 & 5. No other supplier can do this and Cook County, IL is utilizing this today.
3.012	System shall have the ability to view past routes of a vehicle with			x			
3.013	System shall deliver Fastest "real time" information as possible			x			
3.014	System shall have the ability for GPS map to incorporate overlays of			x			
3.015	System shall have the ability to view movement of vehicles via a			x			
3.016	System past (historical) data shall be available for a one (1) year period.			x			
3.017				x			

No.	COOK COUNTY BOT BUREAU OF TECHNOLOGY Requirements	Vendor Requirement Self-Rating Values					Vendor Comments
		BOA AVL- GPS Priority	5 Meets "Out of the Box"	4 Needs Configuration	3 Future Release Planned <Date, Version>	2 Not delivered; Meet via 3rd Party <Identify>	
4.001	System shall provide support and management of electric vehicles with the following 1. State of charge: provide real time energy remaining in EV's battery; 2. Live map view with detailed information such as EV state of charge; 3. Track total electric energy consumed over distanced traveled; 4. Active charging status; 5. Fuel and EV energy usage; 6. EV charging history log;				x		1. State of charge: provide real time energy remaining in EV's battery; a. PreCise MRM would need to know what EV vehicle make and model that Cook County is planning to add to their fleet. We have had success getting this parameter off of the diagnostic port on a Chevy Bolt. This same parameter should also work on other EV's such as the Ford Lightning. 2. Live map view with detailed information such as EV state of charge- The EV specific parameters we collect, such as state of charge, can be displayed in a near real-time map. 3. Track total electric energy consumed over distanced traveled- This is possible now as long as the EV's purchased by Cook County provide the KW hour (kilowatt hour) parameter through the vehicle OBDII diagnostic port. 4. Active charging status- This parameter our engineering team is actively working on with the engineers from the GPS device manufacturer we use for EV's. While not available today, we do anticipate being able to add this parameter to our EV data collection in the near future. Assuming that the vehicle manufacturers share that parameter via the diagnostic port, we would be able to detect when a vehicle is plugged into a charging source and trigger the device to send a report so we can process that data accordingly. 5. Fuel and EV energy usage- This can be provided in a report. 6. EV charging history log- A log of charging history can be provided.
4.001 continued	7. Detailed cost analysis for charging EV	2			x		7. Detailed cost analysis for charging EV- PreCise can provide Cook County with the KW hours used by each EV. That information along with the correct cost of the KW hours in Cook County can produce a cost analysis for your EV's. EV Suitability Assessment Electrical Vehicle Fleet Transition Charging Station Number Assessment PreCise MRM uses GPS/Telematics data collected from PreCise enabled vehicles to help our customers analyze which vehicles in their fleets are good candidates for being replaced by an EV. Some of the parameters we use in the analysis are: Days in use (over a set period, i.e. 30 days) Average miles per day Most miles per day Least miles per day Days over 200 miles (this mileage threshold is configurable) Total miles The Charging Station Number Assessment relies on understanding a number of variables, such as where the vehicles will be located in the county, will operators be charging them at home, etc? We can use GPS/telematics data from PreCise enabled vehicles to help determine potential quantities of charging stations needed. PreCise also has a partner in this space that performs this analysis specifically to determine how many charging stations are needed and where. They provided this service to a large county in the west that we provide GPS tracking to. We can certainly share this partner's contact info if Cook County is interested. The EV market is still quickly evolving and device manufacturers are beginning to make some of the EV specific parameters on the OBDII diagnostic port available to 3rd parties, such as GPS telematics providers like PreCise MRM. For this reason, our engineering teams are actively engaged on monitoring for the parameters we need and continuously testing. Due to these changes and variations between vehicle makes and models, PreCise will be actively engaged with Cook County in understanding your EV needs and will take a consultative approach to provide the EV information requested.
		2					
4.002	System shall provide detailed cost analysis of charging EV	2					



No.	Requirements	Business Owner	Vendor Requirement Self-Rating Values					Vendor Comments
			AVL-GPS Priority	5 Meets "Out of the Box"	4 Needs Configuration	3 Future Release Planned <Date, Version>	2 Not delivered; Meet via 3rd Party <identify>	
5.000	System shall permit hardware to remotely monitor basic powered		1	x				
5.001	System shall permit hardware to remotely monitor electrical and		1	x				
5.002	System must be updated with latest GPS/GPRS/GSM technology/Satellite		1	x				
5.003	System shall provide forward facing camera with over-the-air live video data.		2		x			PreCise only supports snow plows with 6100 Gen 5 controls from FORCE America in regards to camera images. We currently don't support video but will in the future.
5.004	System shall provide rear facing camera with over-the-air live video data		2		x			PreCise only supports snow plows with 6100 Gen 5 controls from FORCE America in regards to camera images. We currently don't support video but will in the future.
5.005	System shall provide non-powered GPS tracker for non-powered assets (i.e., Emergency Management/Fores		1	x				
5.006	System shall provide sensors compatible with older vehicles		1	x				
5.007	Vendor shall remove existing GPS hardware from vehicles before installing new hardware		1	x				
5.008	Vendor shall provide services for any install, removal and/or diagnostics within 3 business days of notification from using department.		1	x				



No.	Requirements	Vendor Requirement Self-Rating Values					Vendor Comments
		AVL-GPS Priority	5 Meets "Out of the Box"	4 Needs Configuration	3 Future Release Planned <Date, Version>	2 Not delivered; Meet via 3rd Party <identify>	
6.000	System shall provide secure access to feeds of the AVL data by the Cook County GIS Department to be used in GIS web maps	2	x				
6.001	Solution shall provide all AVL data collected from Cook County Vehicles shall be periodically transferred to Cook County Gis for data storage and back-up.	1		x			
6.002	At the end of the contract all historical data from Cook County vehicles shall be available for download and storage	1		x			



No.	Requirements	AVL-GPS Priority	Vendor Requirement Self-Rating Values					Vendor Comments
			5 Meets "Out of the Box"	4 Needs Configura tion	3 Future Release Planned <Date, Version>	2 Not delivered ; Meet via 3rd Party <identify >	1 Custom Code Required	
7.000	System shall be web-based or SaSS	1	x					
	System shall have the ability to create different user accounts with varied permission rights and access	1	x					
7.001	System shall provide various views of vehicle tracking maps.	2	x					
								No solution can provide data within 5 seconds. There is the establishing of GPS data, the collection of the other data, the sending of the data over the cellular network, the backend environment processing that data and then the web based solution supporting that data that is accessed via a cellular connection. We collect data every few seconds the vehicle is motion based upon multiple triggers (time, distance, heading, input and FORCE America spreader control event change) which that data is streamed to which the end user can see the data within 10-30 seconds.
7.003	System must provide real-time (5 seconds or less) vehicle location	1		x				No solution can provide data within 5 seconds. There is the establishing of GPS data, the collection of the other data, the sending of the data over the cellular network, the backend environment processing that data and then the web based solution supporting that data that is accessed via a cellular connection. We collect data every few seconds the vehicle is motion based upon multiple triggers (time, distance, heading, input and FORCE America spreader control event change) which that data is streamed to which the end user can see the data within 10-30 seconds.
7.004	System must provide real-time (5 seconds or less) vehicle engine status and diagnostics update continuously.	2		x				No solution can provide data within 5 seconds. There is the establishing of GPS data, the collection of the other data, the sending of the data over the cellular network, the backend environment processing that data and then the web based solution supporting that data that is accessed via a cellular connection. We collect data every few seconds the vehicle is motion based upon multiple triggers (time, distance, heading, input and FORCE America spreader control event change) which that data is streamed to which the end user can see the data within 10-30 seconds.



No.	Requirements	AVL-GPS Priority	Vendor Requirement Self-Rating Values					Vendor Comments
			5 Meets "Out of the Box"	4 Needs Configura tion	3 Future Release Planned <Date, Version>	2 Not delivered; Meet via 3rd Party <Identify>	1 Custom Code Required	
8.000	Service charge for tractors-mowers not tracked/paid in winter	2						<p>We invoice monthly year round. The County will have access to the data for 7 years, we are continuously updating our software and making improvements, the County will have 24x7x365 access to all data. All of these things go into the product it is today and we charge monthly year round. Plus the activation/deactivation fee alone would be more than what the County currently pays. Pays for support, data hosting, Google imagery, SIM activation, cellular transmission of data, support, Maintenance and product assurance.</p>
8.001	Service Charge for snow trucks not tracked/paid in summer	2						<p>We invoice monthly year round. The County will have access to the data for 7 years, we are continuously updating our software and making improvements, the County will have 24x7x365 access to all data. All of these things go into the product it is today and we charge monthly year round. Plus the activation/deactivation fee alone would be more than what the County currently pays. Pays for support, data hosting, Google imagery, SIM activation, cellular transmission of data, support, Maintenance and product assurance.</p>

EXHIBIT 5

Evidence of Insurance

EXHIBIT 6

Minority and Women Owned Business Enterprise Commitment



OFFICE OF CONTRACT COMPLIANCE

NICOLE N. MANDEVILLE

DIRECTOR, CONTRACT COMPLIANCE

161 N. Clark – 23rd Floor • Chicago, Illinois 60601 • (312) 603-5502

TONI PRECKWINKLE

PRESIDENT

**Cook County Board
of Commissioners**

TARA STAMPS
1st District

DENNIS DEER
2nd District

BILL LOWRY
3rd District

STANLEY MOORE
4th District

MONICA GORDON
5th District

DONNA MILLER
6th District

ALMA E. ANAYA
7th District

ANTHONY QUEZADA
8th District

MAGGIE TREVOR
9th District

BRIDGET GAINER
10th District

JOHN P. DALEY
11th District

BRIDGET DEGNEN
12th District

JOSINA MORITA
13th District

SCOTT R. BRITTON
14th District

KEVIN B. MORRISON
15th District

FRANK AGUILAR
16th District

SEAN M. MORRISON
17th District

May 21, 2024

Mr. Raffi Sarrafian
Chief Procurement Officer
161 N. Clark Suite 2300
Chicago, IL 60601

Re: Contract Number: 2208-10110
AVL-GPS Telematics for Countywide Fleet
Bureau of Administration
Vendor: PreCise MRM LLC
Award Amount: \$2,175,000.00
Contract Duration: August 1, 2024 – July 31, 2029 plus Two (2) One Year renewal options
RFP – Professional Services
Participation Goal: 0% MBE/WBE

Dear Mr. Sarrafian:

The Office of Contract Compliance is in receipt of the above-referenced contract and has determined a 0% MBE, 0% WBE participation goal was recommended and does not require the Office of Contract Compliance to review for MBE/WBE compliance with the Minority- and Women- owned Business Enterprises (MBE/WBE) Ordinance.

Sincerely,

Jeanetta Cardine
Contract Compliance Deputy Director

JC/dbmm

CC: Anneice Owens, OCPO
Radoslav Stoilov, Bureau of Administration

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. The MBE/WBE participation goals for this Agreement is zero percent (0%).** 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 than 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
69 West Washington Street, Suite 3000
Chicago, Illinois 60602
(312) 603-5502

Exhibit 7

Electronic Payables 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, 161 N. Clark Street, Floor 19, Chicago, IL 60601.

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 8

Board Authorization



Board of Commissioners of Cook County

118 North Clark Street
Chicago, IL

Legislation Details

File #:	24-2881	Version:	1	Name:	PreCise MRM LLC, Meridian, Idaho
Type:	Contract	Status:		Status:	Approved
File created:	4/23/2024	In control:		In control:	Finance Committee
On agenda:	6/13/2024	Final action:		Final action:	7/25/2024
Title:	PROPOSED CONTRACT				

Department(s): County-wide Agencies

Vendor: PreCise MRM LLC, Meridian, Idaho

Request: Authorization for the Chief Procurement Officer to enter into and execute

Good(s) or Service(s): AVL GPS Telematics system

Contract Value: \$2,175,000.00

Contract period: 8/1/2024 - 7/31/2029 with two (2), one (1) year renewal options

Potential Fiscal Year Budget Impact: FY 2024 \$29,680; FY 2025 \$432,000.00; FY 2026 \$432,000.00; FY 2027 \$432,000.00; FY 2028 \$432,000.00; FY 2029 \$288,000.00 (These are estimates depending on how many county agencies participate and devices installed each year. Billing is done once the device is installed and the device starts reporting. This will vary throughout the years).

Accounts: 11000.1011.33830.540146

Contract Number(s): 2208-10110

Concurrences:

The contract-specific goal set on this contract was zero.

The Chief Procurement Officer concurs.

Summary: This contract will allow the Bureau of Administration and Countywide Agencies to procure a telematics provider to implement an AVL solution utilizing GPS products and services to support the operational functions of Cook County's fleet of passenger, light duty, heavy equipment, snowplow vehicles and specialty equipment such as generators and trailers.

The system will provide Cook County Government with the tools for faster and more efficient dispatching along with real-time and historical data that can be used for a variety of administrative tasks or analysis. Cook County desires to implement an AVL GPS Telematics system to enhance the ability to efficiently manage the assignment of vehicle operations to increase safety, productivity, and service of operations. The proposed system shall consist of providing the GPS tracking services with real-time information, software, and hardware necessary to support the effective management of Cook County's fleet, improve emergency responses, track snow removal and roadway maintenance activities, provide efficient routing capabilities, provide reporting functionality, and support telemetry for the vehicles equipped with telematics technology.

AVL GPS Telematics solution shall provide a means to automate a vehicle's location and electronically transmit that coordinate position to a requestor. This transmittal shall be capable of containing telemetric information obtained by specialized sensors installed on a vehicle that, for example, can report snowplow position and salt spreader usage (on heavy trucks), or available engine diagnostic

data. AVL systems have become the industry standard for today's fleet tracking and reporting.

This contract is awarded through Request for Proposals (RFP) procedures in accordance with Cook County Procurement Code. PreCise MRM, LLC. was selected based on established evaluation criteria.

Sponsors:

Indexes: ZAHRA ALI, Chief Administrative Officer, Bureau of Administration

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
7/25/2024	1	Board of Commissioners	approve	Pass
7/24/2024	1	Finance Committee	recommend for approval	Pass
6/13/2024	1	Board of Commissioners	refer	Pass

EXHIBIT 9

Certification for Consulting or Auditing Forms



**COOK COUNTY
OFFICE OF THE CHIEF PROCUREMENT OFFICER
CERTIFICATION FOR CONSULTING OR AUDITING SERVICES**

This Certification is made and required pursuant to Section 34-193 of the Procurement Code, and must be completed by any Contractor providing Consulting or Auditing Services for Cook County or Elected Officials. For purposes of this Certification, the following definitions shall apply:

“Auditing” means the formal examination of accounting records or financial statements for compliance with financial accounting standards applicable to governmental entities, which functions are generally exclusively performed or supervised by Persons licensed and authorized to do business as public accounts in the State. Auditing shall also include any independent reports and management recommendations derived or resulting from the performance of auditing services and which reports and recommendations are included within the scope of the Contract for Auditing Services.

“Consulting” means the rendering of analysis and advice requiring specialized expertise in a particular subject area or field. Such expertise may have been gained by education or experience in the area or field. Consulting expressly excludes auditing services.

“Elected Official” means the President and Commissioners of the Cook County Board, Assessor, Board of Review, Chief Judge, Clerk of the Circuit Court, County Clerk, Recorder of Deeds, Sheriff, State’s Attorney, Treasurer and any other elected official included in the Cook County Appropriations Ordinance.

“County” shall mean the offices which are administered by the President of the County Board.

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

SECTION 1: CONTRACTOR’S INFORMATION

COMPANY NAME: PreCise MRM

ADDRESS: 1311 E. Franklin Road Meridian, ID 83642

TELEPHONE: 208-323-7141

CONTACT NAME: Bob Lowe, National Sales Manager

CONTACT EMAIL: blowe@precisemrm.com

SECTION 2: AFFILIATE INFORMATION

If the Contractor has any “Affiliates” please provide the names, addresses and telephone numbers of each Affiliate below. For purposes of this Certification “Affiliates” shall mean any Person that directly or indirectly through one or more intermediaries Controls, is Controlled by, or is under Control with the Person specified. “Control” shall mean a Person that has the power to directly or indirectly affect the management or the policies of the other through ownership of voting securities or voting rights, by contract or otherwise. “Person” means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

AFFILIATE 1: Michael Schlag, General Manager PreCise MRM

AFFILIATE 2: Matthew Loeffler, VP of Products/Engineering FORCE America

AFFILIATE 3:

SECTION 3: CONTRACT INFORMATION

- a. This Certification relates to the following Contract: 2208-10110
- b. The Contractor is providing the following type of Services: Auditing or Consulting
- c. The Contractor is providing the Services under the Contract for the following Cook County Business Unit or Elected Official:
AVL-GPS TELEMATICS FOR COUNTYWIDE FLEET
- d. Is the Contractor or its Affiliates, if any, providing Consulting or Auditing Services, either directly, or as a subcontractor to the County or Elected Official under any other Contracts? Yes or No
If yes, please state the other Contract Number(s) and the Nature of Services.

THE CONTRACTOR ACKNOWLEDGES, UNDERSTANDS AND AGREES AS FOLLOWS:

- a. It has read Section 34-193 (a)-(b) of the Procurement Code, which provides as follows:

The County will not enter into any Contract for Auditing Services, nor shall it consent to a subcontract for such Auditing Services, with any Person, if such Person, or any Affiliate of such Person, has a Contract or subcontract for consulting services for or with the County. Additionally, the County will not enter into any Contract for Consulting Services, nor shall it consent to a subcontract for such Consulting Services, with any Person, if such Person, or any Affiliate of such Person, has a Contract or subcontract for Auditing Services for or with the County. For purposes of this provision, "County" shall refer only to offices which are administered by the President of the County Board and shall not refer to offices which are administered by Elected Officials.

The County shall not enter into any Contract for Consulting Services on behalf of any Elected Official, nor shall it consent to a subcontract for such Consulting Services on behalf of an Elected Official with any Person, if such Person, or any Affiliate of such Person, has a Contract or subcontract to provide Auditing Services for the Elected Official.
- b. The Contractor's Services under the Contract shall not violate Section 34-193 of the Procurement Code.
- c. The information provided herein is a material inducement to the CPO's execution of the Contract, and the CPO may rely on the information provided herein. The Contractor warrants that the information contained herein is true and correct. If the CPO determines that any information provided herein is false, incomplete, or incorrect, the CPO may terminate the Contract.



Signature

Matthew Loeffler

Name (Type or Print)

VP of Products & Engineering

Title

4-16-2024

Date

EXHIBIT 10

Identification of Subcontractors/Supplier/Subconsultant Form

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

OCPO ONLY:	
<input type="checkbox"/>	Disqualification
<input type="checkbox"/>	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.: 2208-10110	Date: 5/28/24
Total Bid or Proposal Amount: \$2,175,000.00	Contract Title: AVL-GPS Telematics For Countywide Fleet
Contractor: PreCise MRM, LLC	Subcontractor/Supplier/ Subconsultant to be added or substitute: N/A 5-28-2024
Authorized Contact for Contractor: Bob Lowe, National Sales Manager, PreCise MRM	Authorized Contact for Subcontractor/Supplier/ Subconsultant:
Email Address (Contractor): blowe@preciserm.com	Email Address (Subcontractor):
Company Address (Contractor): 1311 E. Franklin Road. Suite 101-103	Company Address (Subcontractor):
City, State and Zip (Contractor): Meridian, ID	City, State and Zip (Subcontractor):
Telephone and Fax (Contractor): 208-323-7141	Telephone and Fax (Subcontractor):
Estimated Start and Completion Dates (Contractor): 8/1/2024 through 7/31/2029	Estimated Start and Completion Dates (Subcontractor):

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

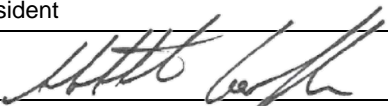
<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>

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.**

PreCise MRM

Contractor
Matthew Loeffler

Name
President

Title  5-28-2024

Prime Contractor Signature Date

EXHIBIT 11

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 subparagraphs (1) through (6) above.

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

THE 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).

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:

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): _____

(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:

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.

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 PreCise MRM

D/B/A: _____ FEIN # Only: 27-0279683

Street Address: 1311 E. Franklin Road, Suite 101 & 102

City: Meridian State: ID Zip Code: 83642

Phone No.: 888-449-0357 Fax Number: _____ Email: sales@precisemrm.com

Cook County Business Registration Number: _____
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): _____

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each 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
Employee Owned	501 East Cliff Road	100%
FORCE America, Inc	Burnsville, MN 55337	
Employee Stock and Ownership Plan Trust		

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
Employee Owned		

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

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
Employee Owned			

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.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Matthew Loeffler
Name of Authorized Applicant/Holder Representative (please print or type)

VP of Products • Engineering
Title

[Signature]
Signature

5-30-2023
Date

M.Loeffler@forceAmerica.com
E-mail address

952-707-1342
Phone Number

Subscribed to and sworn before me
this 30th day of May, 2023

My commission expires: 1/31/2027

X [Signature]
Notary Public Signature



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 FORCE America, Inc

D/B/A: _____ FEIN # Only: 41-0965174

Street Address: 501 East Cliff Road

City: Burnsville State: MN Zip Code: 55337

Phone No.: 952-707-1342 Fax Number: _____ Email: mloeffler@forceamerica.com

Cook County Business Registration Number: _____
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): _____

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each 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
Employee Owned	501 East Cliff Road	100%
FORCE America, Inc	Burnsville, MN 55337	
Employee Stock and Ownership Plan & Trust		

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

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

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
John Stenz	501 E Cliff Road, Burnsville, MN 55337	CEO	10 years
Jeff Warner	501 E Cliff Road, Burnsville, MN 55337	President	8 years
Chris Norring	501 E Cliff Road, Burnsville, MN 55337	CFO	7 years

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.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Matthew Loeffler

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

Signature

mloeffler@forceamerica.com

E-mail address

VP of Products & Engineering

Title

Date

952-707-1342

Phone Number

Subscribed to and sworn before me
this 25th day of April, 2024

X Gayle S. Ladwig
Notary Public Signature

My commission expires:



Notary Seal



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

Neptotism 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:

- | | | |
|----------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Parent | <input type="checkbox"/> Grandparent | <input type="checkbox"/> Stepfather |
| <input type="checkbox"/> Child | <input type="checkbox"/> Grandchild | <input type="checkbox"/> Stepmother |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law | <input type="checkbox"/> Stepson |
| <input type="checkbox"/> Sister | <input type="checkbox"/> Mother-in-law | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt | <input type="checkbox"/> Son-in-law | <input type="checkbox"/> Stepbrother |
| <input type="checkbox"/> Uncle | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister |
| <input type="checkbox"/> Niece | <input type="checkbox"/> Brother-in-law | <input type="checkbox"/> Halfbrother |
| <input type="checkbox"/> Nephew | <input type="checkbox"/> Sister-in-law | <input type="checkbox"/> Halfsister |

**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: PreCise MRM

Address of Person Doing Business with the County: 1311 E. Franklin Road, Suite 101 & 102

Phone number of Person Doing Business with the County: 888-449-0357

Email address of Person Doing Business with the County: sales@precisemrm.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:

Matthew Loeffler VP of Products & Engineering mloeffler@forceamerica.com 952-707-1342

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 preceding 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: 2208-10110

The aggregate dollar value of the business you are doing or seeking to do with the County: \$2,175,000.00

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: Anneice Owens, Lead Negotiator anneice.owens@cookcountyil.gov

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: Radoslav Stoilov, Fleet Manager radoslav.stoilov@cookcountyil.gov

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.

**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*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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*
---	--	--	----------------------------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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*
--	--	--	----------------------------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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*
--	--	--	----------------------------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

4-25-2024

 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.

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: 2208-10110

County Using Agency (requesting Procurement): Cook

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): PreCase MRM LLC

Substantial Owner Complete Name: FORCE America, Stock ownership plan + Trust

FEIN# 27-0279683

Date of Birth: [REDACTED] E-mail address: Mueffler

Street Address: 1311 E. Franklin Road, Suite 101 + 102

City: Meridian State: ID Zip: 83642

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**.

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: _____

Date: 5-30-2023

Name of Person signing (Print): Matthew Loeffler

Title: VP Products & Engineering

Subscribed and sworn to before me this 30th day of May, 20 23

X JRatzel
Notary Public Signature

Notary Seal



Note: The above information is subject to verification prior to the award of the Contract.

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: 2208-10110

County Using Agency (requesting Procurement): Cook County

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): FORCE America, Inc.

Substantial Owner Complete Name: _____

FEIN# 41-0965174

Date of Birth: _____ E-mail address: _____

Street Address: 501 East Cliff Road

City: Burnsville State: MN Zip: 55346

Home Phone: () _____ - _____

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**.

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

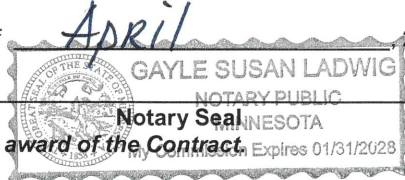
The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: *Matthew Loeffler* Date: 4-25-2024

Name of Person signing (Print): Matthew Loeffler Title: VP of Products & Engineering

Subscribed and sworn to before me this 25th day of APRIL, 2024

X *Gayle Susan Ladwig*
Notary Public Signature



Note: The above information is subject to verification prior to the award of the Contract.



100% Employee Owned

May 20, 2024

To Whom It May Concern:

Matthew Loeffler, Vice President of Products and Engineering of FORCE America, Inc. has the authority to execute and approve all contracts for PreCise MRM, LLC. PreCise MRM LLC is a wholly owned subsidiary of FORCE America, Inc.

Regards,

A handwritten signature in black ink, appearing to read "John Stenz", is written over the typed name.

John Stenz
CEO
FORCE America, Inc.

SECTION 5

CONTRACT AND EDS EXECUTION PAGE

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

_____ Corporation's Name	_____ President's Printed Name and Signature
_____ Telephone	_____ Email
_____ Secretary Signature	_____ Date

Execution by LLC

_____ LLC Name	_____ *Member/Manager Printed Name and Signature
_____ Date	_____ Telephone and Email

Pre Cise MPM LLC *Matthew Loeffler*
4-25-2024 *952-707-1342 MLoeffler@forceamerica.com*

Execution by Partnership/Joint Venture

_____ Partnership/Joint Venture Name	_____ *Partner/Joint Venturer Printed Name and Signature
_____ Date	_____ Telephone and Email

Execution by Sole Proprietorship

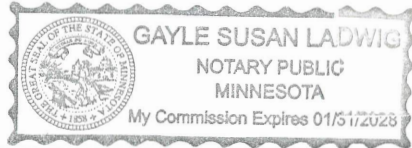
_____ Printed Name Signature	_____ Assumed Name (if applicable)
_____ Date	_____ Telephone and Email

Subscribed and sworn to before me this 25th day of April, 2024.

William S. Hadeed

Notary Public Signature

My commission expires:



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.

**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: 2024.09.18 08:26:10 -05'00'

Cook County Chief Procurement Officer

Date

APPROVED AS TO FORM:

Brian Tracy

Assistant State's Attorney
(Required on contracts over \$1,000,000)

9/11/2024

Date

CONTRACT TERM & AMOUNT

2208-10110

Contract #

August 1, 2024 through July 31, 2029

Original Contract Term

two (2) one-year renewal options

Renewal Options (If Applicable)

\$2,175,000.00

Contract Amount

July 25, 2024

Cook County Board Approval Date (If Applicable)

**APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS
JUL 25 2024
COM _____**