REFERENCE AGREEMENT FOR PROFESSIONAL SERVICES

FLEET MANAGEMENT SOFTWARE, SERVICES AND MAINTENANCE

BETWEEN

COOK COUNTY GOVERNMENT

COOK COUNTY SHERIFF'S OFFICE

AND

CHEVIN FLEET SOLUTIONS LLC

CONTRACT NO. 2517-02060
PURCHASE ORDER NO. 70000371346

Commonwealth of Massachusetts: Reference Contract VEH118

NON-FEDERALLY FUNDED CONTRACT

PROFESSIONAL SERVICES AGREEMENT

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Exhibit 4 Chevin Master Subscription Agreement and Service Level Agreement
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Exhibit 6 Evidence of Insurance
Exhibit 7 Board Authorization
Exhibit 8 Identification of Subcontractors/Supplier/Subconsultant Form
Exhibit 9 Electronic Payables Program ("E-Payables")
Exhibit 10 Cook County Travel Policy
Exhibit 11 Economic Disclosure Statement

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Attachment 1 Commonwealth of Massachusetts: Reference Contract VEH118

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" (also referred to herein as "Customer") and Chevin Fleet Solutions LLC, doing business as a limited liability company of the State of Delaware, hereinafter referred to as "Consultant" (also referred to herein as "CHEVIN" or "Contractor"), pursuant to authorization by the Cook County Board of Commissioners on September 18, 2025, as evidenced by Board Authorization letter attached hereto as EXHIBIT "7".

BACKGROUND

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

Whereas, the Commonwealth of Massachusetts ("Massachusetts") solicited a formal Request for Response (RFR) for Fleet Management Software (FMS), and the Consultant was identified as a qualified provider for the services; and

Whereas, Massachusetts entered into a contract on December 22, 2023 for the provision of services by the Consultant for Massachusetts relative to Fleet Management Software, a copy of the contract is attached hereto as Attachment 1 for reference purposes only, but the terms of the Massachusetts contract are not made a part of or incorporated into this Agreement; and

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

Whereas, the County, through the Sheriff's Office desires certain similar services of the Consultant; and

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

Whereas, the Consultant agrees to provide Fleet Management Software, incorporated as Exhibit 1, Statement of Work; and

Whereas, the Consultant warrants that it is ready, willing and able to deliver these services set forth in Exhibit 1, Statement of Work, all on pricing and payment terms equivalent to or more favorable to the County than those contained in the Massachusetts Contract VEH118.

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 Consultant and 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	Chevin Migration to SaaS Statement of Work ("**SOW**")
Exhibit 2	Schedule of Compensation (hereinafter "**Order Form**")
Exhibit 3	Information Technology Special Conditions (ITSCs)
Exhibit 4	Chevin Master Subscription Agreement and Service Level Agreement
Exhibit 5	Minority and Women Owned Business Enterprise Commitment
Exhibit 6	Evidence of Insurance
Exhibit 7	Board Authorization
Exhibit 8	Identification of Subcontractors/Supplier/Subconsultant Form
Exhibit 9	Electronic Payables Program ("E-Payables")
Exhibit 10	Cook County Travel Policy
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 Agreement 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 3	Information Technology Special Conditions (ITSCs)
Exhibit 1	Chevin Migration to SaaS Statement of Work ("**SOW**")
Exhibit 2	Schedule of Compensation (Order Form)
Exhibit 4	Chevin Master Subscription Agreement and Service Level Agreement
Exhibit 5	Minority and Women Owned Business Enterprise Commitment

Exhibit 6	Evidence of Insurance
Exhibit 7	Board Authorization
Exhibit 8	Identification of Subcontractors/Supplier/Subconsultant Form
Exhibit 9	Electronic Payables Program ("E-Payables")
Exhibit 10	Cook County Travel Policy
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**" such as written reviews, recommendations, reports and analyses, produced by Consultant for the County in each case as detailed in the SOW.

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 as such Deliverables are further detailed in the SOW. 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 the next scheduled update or 30 days after receipt of notice from the County specifying the failure, then the Consultant may, at its option and expense, either (1) attempt to correct the non-conforming Deliverables to conform to this standard within the next scheduled updated release or 30 days; or (2) refund to County the mutually agreed portion of fees received by Consultant attributed to the non-conforming Deliverables.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the 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. Each Party acknowledges that it is entrusted with or has access to valuable and confidential information and records of the other Party and with respect to that information, each Party agrees to hold such in confidence.

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 remains responsible for the professional and technical 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 as detailed in the SOW and delivered in a timely manner consistent with the requirements of this Agreement.

If Consultant fails to comply with the foregoing standards, provided Customer has delivered to CHEVIN timely notice of such breach as hereinafter required, CHEVIN shall, at its own expense, in its discretion either (1) correct the non-conforming deliverables to conform to this standard within the next release per the schedule release plan or within 30 days; or (2) refund to Customer that mutually agreed portion of the price received by CHEVIN attributable to the non-conforming deliverables. No warranty claim under this section shall be effective unless Customer has delivered to CHEVIN written notice specifying in detail the non-conformities within 90 days after tender of the deliverables. The remedy set forth in this Section is the sole and exclusive remedy for breach of the foregoing warranty. (b) CHEVIN SPECIFICALLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED STANDARDS, GUARANTEES, WARRANTIES OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES THAT MAY BE ALLEGED TO ARISE AS A RESULT OF CUSTOM OR USAGE, ANY WARRANTY OF ERROR-FREE PERFORMANCE, OR ANY WARRANTY OF THIRD-PARTY PRODUCTS, OR FUNCTIONALITY OF THE CUSTOMER’S HARDWARE, SOFTWARE, FIRMWARE, OR COMPUTER SYSTEMS. (c) Customer represents and warrants to CHEVIN that Customer has the right to use and furnish to CHEVIN for CHEVIN’s use in connection with this Agreement any information, specifications, data or intellectual property that Customer has provided or will provide to CHEVIN in order for CHEVIN to perform the Professional Services. Consultant must perform again, at its own expense, all Services required to be re-performed to conform with the foregoing standard. 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 County acknowledges that Consultant is an independent contractor and will therefore exclusively control the management of its personnel.

ii) **Key Personnel**

Consultant shall endeavor not to reassign or replace Key Personnel without the written consent of the County. "**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 requests changes to one or more Key Personnel listed. Upon that notice Consultant must immediately investigate and if necessary, suspend or reassign such personnel, at the Consultant's discretion. 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, following written notice and 30-days' notice to cure, 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 5. 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

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 $3,000,000 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.

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 the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all third-party costs, expenses, losses, damages and liabilities finally awarded, incurred or suffered to the extent directly resulting from any third-party claims directly and proximately resulting from material breach of the Contract by the Consultant, or the grossly negligent acts or omissions of the officers, agents, employees, Consultants, subconsultants, licensees or invitees of the Consultant. County acknowledges and agrees that Consultant's cumulative indemnification obligations are subject to section 11 (Limitation of Liability) of Exhibit 4 (Chevin MSA).

h) Confidentiality and Ownership of Documents

Each Party acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by either Party 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 and/or in accordance with section 6 (Proprietary Rights and Licenses) of Exhibit 4 (Chevin MSA) which are incorporated herein by reference. Each Party shall comply with the applicable privacy laws and regulations relevant to such Party's performance and will not disclose any of the other Party's records, materials, or other data to any third party. Except as required by applicable law, Consultant shall not have the right to compile and distribute statistical analyses and reports utilizing de-identified data derived from information or data obtained from County without the prior written approval of County, other than to provide and improve the Services. Such reports published and distributed by Consultant and/or improvements to the Services shall be furnished to County without charge other than the annual subscription fee.

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") as well as the Deliverables and shall remain the property of the Consultant. The County acknowledges and agrees that the Consultant does not perform work made for hire. 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, except to provide or improve the Services. The County and its designees shall be afforded full access to the Documents and the work at all times during the subscription term, including any extension thereof, or as part of the agreed exit assistance process as identified in the Order Form subject to section 3 (Subscription and Use of the Services) of Exhibit 4 (Chevin MSA).

i) Patents, Copyrights and Licenses

In accordance with section 10.1 (Indemnification) of Exhibit 4 (Chevin MSA):

Indemnification by CHEVIN. CHEVIN will defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that any Purchased Service infringes or misappropriates such third party's intellectual property rights (a "Claim Against Customer"), and will indemnify Customer from any damages, attorney fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved by CHEVIN in writing of, a Claim Against Customer, provided Customer (a) promptly gives CHEVIN written notice of the Claim Against Customer, (b) gives CHEVIN sole control of the defense and settlement of the Claim Against Customer (except that CHEVIN may not settle any Claim Against Customer unless it unconditionally releases Customer of all liability), and (c) gives CHEVIN all reasonable assistance, at CHEVIN's expense. If CHEVIN receives information about an infringement or misappropriation claim related to a Service, CHEVIN may in its discretion and at no cost to Customer (i) modify the Services so that they are no longer claimed to infringe or misappropriate, without breaching CHEVIN's warranties under "CHEVIN Warranties" above, (ii) obtain a license for Customer's continued use of that Service in accordance with this Agreement, or (iii) terminate Customer's subscriptions for that Service upon 90 days' written notice and refund Customer any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply if (1) the allegation does not state with specificity that the Services are the basis of the Claim Against Customer; (2) a Claim Against Customer arises from the use or combination of the Services or any part thereof with software, hardware, data, or processes not provided by CHEVIN, if the Services or use thereof would not infringe without such combination; (3) a Claim Against Customer arises from Services under an Order Form for which there is no charge; or (4) a Claim against Customer arises from Content, a Non-CHEVIN Application or Customer's breach of this Agreement, the Documentation or applicable Order Forms.

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.

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.

This Section also incorporates Section 8.1 of the ITSCs.

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 October 1, 2025 ("**Effective Date**") and continue for the subscription term detailed on the Order Form until September 30, 2028 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

i) Consultant shall use commercially reasonable efforts to 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.

ii) Intentionally Omitted.

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 (excluding pricing) 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 professional migration services detailed in the SOW and otherwise in accordance with section 5 (Fees and Payment) of Exhibit 4 (Chevin MSA). County acknowledges that, unless otherwise provided in the applicable Order Form or Documentation, (a) Services and access to Content are purchased as subscriptions for the term stated in the applicable Order Form or in the applicable online purchasing portal, (b) subscriptions for Services may be added during a subscription term at the same pricing as the underlying subscription pricing, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by CHEVIN regarding future functionality or features.

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, if applicable. 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 last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. 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) Intentionally Omitted

g) Intentionally Omitted

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. 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, each Party shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to 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, each Party:

i) warrants that it is appropriately licensed under Illinois law to perform or receive 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 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 or otherwise in violation of applicable law;

iv) warrants that it 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) Consultant warrants 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.

vi) Consultant warrants 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

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) Intentionally Omitted

d) Business Documents

At the reasonable 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, or 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) intentionally omitted

ii) Either Party's material failure to perform any of its material obligations under this Agreement following written notice detailing such material failure and reasonable opportunity to cure of no less than thirty (30) working days; provided, however, that Consultant need only provide 10-days' notice of nonpayment, including the following:

(a) intentionally omitted;

(b) inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;

(c) intentionally omitted;

(d) 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 prior written notice to the Chief Procurement Officer.

iv) Intentionally omitted.

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

vi) repeated or continued violations unrelated to performance under the Agreement that in the opinion of the Consultant or the Chief Procurement Officer, as applicable, indicate a willful or reckless disregard for the integrity or security of the Services and/or County laws and regulations, as applicable.

b) Remedies

The occurrence of any event of default permits the non-defaulting Party, at the non-defaulting Party's sole option, to declare such Party in default, conditioned upon delivery of written notice detailing the alleged event of default, the specific manner of cure requested, and the deadline by which the default must be substantially cured, which in any event shall be no less than30 days from the defaulting Party's receipt of such written notice to cure, 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 shall give Consultant written notice of the default, in the form of a cure notice ("**Cure Notice**"),detailed above. .

Except to the extent explicitly agreed otherwise, 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 subject to forty-five (45) days' notice in writing from the County to Consultant. Upon termination of this Agreement, County shall cease all use of the Service and/or Deliverables and delete, destroy, or return all copies of the such in its possession or control. If County terminates this Agreement for any reason other than for default under Section 9.a and 9.b, County will pay any unpaid fees covering the remainder the term of all Order Forms to the extent permitted by applicable law. County agrees to pay such fees and for all work performed and reasonable costs incurred up to the effective date of such termination however terminated The County will give notice to Consultant in accordance with the provisions of Article 11. The effective date of termination will be forty-five (45) days from the date the notice is received by Consultant or the mutually agreed early termination date, whichever is later. If the County elects to terminate this Agreement, all Services to be provided under it must cease

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. s. 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 early termination 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.

d) Suspension

The County may at any time request that Consultant suspend its Services, or any part of them, by giving 30 days prior written notice to Consultant or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Consultant must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Consultant when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Consultant as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

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

e) Intentionally Omitted

f) Delays

Unless the SOW provides otherwise, 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

County will pay all fees specified in Order Forms. Except as otherwise specified in this Agreement or in an Order Form, (i) fees are based on Services and Content subscriptions purchased and not actual usage, (ii) payment obligations are non- cancellable and fees paid are non-refundable, except as otherwise provided in this Agreement, and (iii) quantities purchased cannot be decreased during the relevant subscription term.

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**

Each Party 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 either Party, its officials, agents or employees, has induced the other Party to enter into this Agreement or has been relied upon by such Party 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) **Intentionally Omitted**

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 signed by both parties. Each party's additional or conflicting PO terms shall be without force or effect with respect to such amendment(s).

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that the total cost of all such amendments does not increase the total amount of the Contract by $200,000 or more. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment increases the total award amount by $200,000 or more, then Board approval will be required.

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

Consultant is hereby notified that, except for amendments which are made in accordance with this Section10.c. Contract Amendments, no Using Agency or employee thereof has authority to make any amendment to this Contract.

d) Governing Law and Jurisdiction

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

e) Severability

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

f) Assigns

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

g) Cooperation

Consultant must at all times cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Consultant must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Using Agency in connection with the termination or expiration. Notwithstanding the foregoing, for up to thirty (30) days (or such greater period of time agreed to by the Parties or required by applicable law) following expiration or termination of this Agreement for any reason ("Access Period"), Consultant will provide County with reasonable access to its data in its then-existing format. Requests after this Access Period or for assistance exporting data in other formats are subject to approval by Consultant and payment of additional fee by County at then-current rates.

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.

Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.

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.

i) 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) Intentionally Omitted

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 Sheriff's Office
50 W. Washington Street
Room 707
Chicago, Illinois 60602
Attention: Chief Financial Officer

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: Chevin Fleet Solutions LLC
881 Main Street
PO Box 2203
Fitchburg, MA 01420
Attention: Heather Irving, Customer Service Manager

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

chevin SMART FLEET MANAGEMENT

FleetWave SaaS Migration Statement of Work

Cook County Sheriff's Office

John Davis | VP, Strategic Services Engagement | 20th August 2025

V7

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1. Distribution & review history

1.1. Change record

Date	Version	Editor	Change reference
5th November 2024	1	John Davis, VP Strategic Services	Document Creation
6th November 2024	2	John Davis, VP Strategic Services	Modifications based on meeting with Cook County include: Phase 1 - Two-week UAT. Phase 3 – Added Clear Path GPS Import. Phase 3 – Added individual line items from spreadsheet for clarity.
8th November 2024	3	John Davis, VP Strategic Services	Added SaaS contract period at the request of Cook County. Spelling of "artefact" to "artifact".
15th November 2024	4	John Davis, VP Strategic Services	Added Consulting and Configuration as Phase 4 which was previously tracked as a separate SoW.
21st November 2024	5	John Davis, VP Strategic Services	Contract dates and placement modified at the request of Cook County.
15th April 2025	6	John Davis, VP Strategic Services	Contract dates modified.
20th August 2025	7	John Davis, VP Strategic Services	Clear Path Import estimation adjustment and contract dates modified.

1.2. Reviewers

Name	Company	Position
Gary Thompson	Chevin Fleet Solutions	CEO
Dave Hendrickson	Chevin Fleet Solutions	PS Director US

2. Document purpose

This Statement of Work (SOW) outlines the scope of services required for Chevin Fleet Solutions “Chevin” to provide software implementation services to Cook County Sheriff's Office (hereinafter referred to as "Client"). Chevin will perform in accordance with this SOW.

When mutually executed for implementation, this SOW becomes contractually binding on Chevin and the Client under the terms and conditions of the Master Subscription Agreement (MSA).

Upon acceptance by both Chevin and Client, any changes or modifications to the SOW will be subject to Change Control with all changes agreed with Client in writing and documented in line with the Change Management Plan (which will be established during the planning phase).

Any change requests generated against this SOW will be subject to the same terms & conditions outlined in this SOW, unless explicitly superseded in writing on the change request quotation document.

This SOW is independent of any license agreements.

The pricing/hours is representative of the contract period of timeframe of 10/01/2025 through 9/30/2028.

3. Executive summary

This document outlines the role of Chevin Fleet Solutions in providing consultancy services in the delivery of FleetWave (fleet management software). The provision of these resources is to satisfy the estimated scope of work in line with client requirements (see 'The Works' section) and is provided on a Time & Materials basis. The below costs are estimated. The estimates are based upon Chevin's knowledge at the time of producing the Statement of Work and on Chevin's experience of conducting similar work in the past. Estimated hours are for budgeting purposes only and not directly related to timelines for delivery.

The estimates are provided in good faith. Chevin will notify the Client immediately if a change of scope from this estimate is identified and any variance will be subject to change control. The Chevin Project Manager will work closely with the Client's Project Manager to manage scheduled deliverables and monitor planned vs. actual work.

3.1. Proposed resources

Chevin will assign the following resources to the project:

- Project Manager
- Business Consultant
- Implementation Consultant

3.2. Total investment estimate

One-Off Professional Services

Phase	Estimated Days	Estimated Cost
Phase 1 – Migration to Chevin Azure Hosting	6.00	$12,200.00
Phase 2 – SaaS Functionality and Training	3.00	$6,100.00
Phase 3 – Additional Configuration, Clear Path GPS Integration, and Training.	21.50	$43,800.00
Phase 4 – Consulting and Configuration.	68.00	$149,600.00
TOTAL	**98.50**	**$211,700.00**

3.3. Payment schedule

Professional Services to be invoiced monthly based on Time & Materials actuals in hours and fractions thereof as the project progresses. Invoices will be generated with a single line item for 'Professional Services' hours used in the billing period (month in arrears). A timecard report with hours per resource is provided as part of the weekly status report.

4. The Works

This section provides details on the deliverables that are covered by this SOW and the resources that will be provided to deliver them. For completeness, any items which are specifically out of scope are called out for total clarity.

4.1. Scope and deliverables

Chevin have reviewed the Client's requirements in determining the scope of this SOW, which has been identified as below. This scope is based on Chevin's understanding of activity carried out during the procurement phase (e.g., system demos, RFP's, conversations, etc.) and represents our interpretation of this activity. This section supersedes any prior documentation, and the client should therefore pay particular attention to ensuring that this accurately reflects requirements and expectations. Estimated hours are for budgeting purposes only and not directly related to timelines for delivery. All development and configuration work will be provided in the current version of FleetWave software and will require updating to the latest version as part of this project.

Phase 1

Requirement	Notes & Assumptions	Estimated days			
		Config.	Dev	BC	Total
Migrate to Chevin Azure Hosting	**Cook County will:** • Provide a copy of the Production database, Code, and Pictures folder to Chevin to restore in the Azure environment. • Provide validation testing of the hosted environment. **Chevin will:** • Create an SFTP site for Cook County and provide credentials. • Restore the Production database, Code, and Pictures folder provided to the Chevin Azure environment. • Provide Cook County with the hosted URL to validate in the Chevin hosted environment. Once validated, a production cutover date will be scheduled. Cook County will provide updated copies of the database and Pictures folder. Chevin will restore the updated copies and confirm the site is ready for Production use. All functionality, automation, screen design, integrations, and column orders, and other attributes will remain unchanged. The following integrations will need to be tested and repointed as required: • Active Directory • WEXLink 2000 Core Cook County • NAPA TAMS import • Cook County Financial Import • Cook County Expense Export The estimate provided is based on a two-week UAT period. Extending UAT will require a separate Change Control from Chevin estimating the additional cost based on anticipated duration and resources required. It is the understanding of CCSO and Chevin Fleet that the fourteen (14)-day UAT period resets should any differential from current functionality arise during UAT that requires remediation and further testing. There are no reports, processes, custom Forms, or integrations required other than those referenced in this Statement of Work.	5.00	-	-	**5.00**
Sub-Total Phase 1		5.00	-	-	**5.00**
Project Management		-	-	-	**1.00**

Total Phase 1					**6.00**

Phase 2

		Estimated days			
Requirement	**Notes & Assumptions**	**Config.**	**Dev**	**BC**	**Total**
Phase 2	Phase 2 will commence once Phase 1 has completed and the end stage report for Phase 1 is signed off.	-	-	-	**-**
SaaS Transition	Chevin will update the Production environment (v2.141) to the current version of FleetWave code to facilitate transition to SaaS licensing. The update to the current code version will be arranged at a mutually convenient time. All functionality, automation, screen design, integrations, and column orders, and other attributes will remain unchanged.	1.00	-	-	**1.00**
Implement Fleetwave Driver and Smart Forms	Implement FleetWave Driver and Smart Forms with standard configuration and translations.	0.50	-	-	**0.50**
Implement FleetWave Technician Application	Implement the FleetWave Technician Application with standard configuration. Demonstrate where to change translations (if desired), how to link user accounts to fitters/mechanics, and how to change from "parts Request" functionality to parts issued to work orders directly by fitters/mechanics. Provide access to Zendesk help and training articles for FleetWave Technician Application.	0.50	-	-	**0.50**
Application Training	Chevin will provide a half-day session of remote FleetWave Application training. Access to Chevin Zendesk help and Support articles will be demonstrated and can be accessed by authorized users. The training agenda will be agreed between Chevin and client in advance of the training session.	-	-	0.50	**0.50**
Sub-Total Phase 2		2.00	-	0.50	**2.50**
Project Management		-	-	-	**0.50**

Total Phase 2					**3.00**

Phase 3

		Estimated days			
Requirement	**Notes & Assumptions**	**Config.**	**Dev**	**BC**	**Total**
Phase 3	Phase 3 will commence once Phase 2 has completed and the end stage report for Phase 2 is signed off.	-	-	-	**-**
Clear Path GPS Import	Chevin will document the requirements related to a one-way API data import for up to 25 fields of data (including Parking Location) to create and update Telematics data. The estimation provided for this item is based on experience delivering one-way API integrations and is subject to change once discussions have taken place, requirements are clarified, and a specification document has been written and agreed to.	0.50	-	1.00	**1.50**
Take Home Vehicle	Clarification from Catherine Sink: The request is that the current Take Home Vehicle designation in the existing instance of FleetWave will not be changed or removed. Chevin confirms that this will not be changed or removed.	-	-	-	**-**
Countywide Quarterly Inventory Report and Charts	Chevin has provided a combined estimation below for additional Configuration and Training below based on details provided in the "Chevin Fleetwave Outstanding Items to Address - Heather Irving Notes.xlsx" spreadsheet.	-	-	-	**-**
Vehicle Expense Reports	Chevin has provided a combined estimation below for additional Configuration and Training below based on details provided in the "Chevin Fleetwave Outstanding Items to Address - Heather Irving Notes.xlsx" spreadsheet.	-	-	-	**-**

Vehicle Mileage Reports	Chevin has provided a combined estimation below for additional Configuration and Training below based on details provided in the "Chevin Fleetwave Outstanding Items to Address - Heather Irving Notes.xlsx" spreadsheet.	-	-	-	**-**

		Estimated days			
Requirement	**Notes & Assumptions**	**Config.**	**Dev**	**BC**	**Total**
Drug Test/ Discipline	Chevin has provided a combined estimation below for additional Configuration and Training below based on details provided in the "Chevin Fleetwave Outstanding Items to Address - Heather Irving Notes.xlsx" spreadsheet.	-	-	-	**-**
Transportation and Highways Access to Chevin	Chevin has provided a combined estimation below for additional Configuration and Training below based on details provided in the "Chevin Fleetwave Outstanding Items to Address - Heather Irving Notes.xlsx" spreadsheet.	-	-	-	**-**
Upload Copies of Vehicle Titles by Procurement Office	Chevin has provided a combined estimation below for additional Configuration and Training below based on details provided in the "Chevin Fleetwave Outstanding Items to Address - Heather Irving Notes.xlsx" spreadsheet.	-	-	-	**-**
Vehicle Sales Information by Procurement	Chevin has provided a combined estimation below for additional Configuration and Training below based on details provided in the "Chevin Fleetwave Outstanding Items to Address - Heather Irving Notes.xlsx" spreadsheet.	-	-	-	**-**
	Chevin will provide design assistance and consultation based on the "Chevin Fleetwave Outstanding Items to Address - Heather Irving Notes.xlsx" and document the requirements where necessary for Chevin to configure or develop. The estimate provided for these items is based on experience delivering reports and custom configuration based on the current data and data model established in FleetWave and is subject to change once discussions have taken place, requirements are clarified, and any	8.00	-	8.00	**16.00**

	specification documents have been written and agreed to. Any changes to the data and data model in FleetWave will need to be handled through the change control process. Chevin Fleetwave Outstanding Items to				
Sub-Total Phase 3		8.50	-	9.00	**17.50**
Project Management		-	-	-	**4.00**
Total Phase 3					**21.50**

Phase 4

		Estimated days	
Requirement	**Notes & Assumptions**	**Consulting, Configuration, Training, and Project Management**	**Total**
Consultation, Configuration, and Training	Sixty-eight non-consecutive days of Professional Services to be to be drawn down as needed and mutually convenient which may include reporting, KPI's, integrations, or remote training. New initiatives under this SOW will be subject to the standard four-week lead time to allow resource planning and scheduling. All initiatives will include a Chevin Project Manager and appropriate resources to be determined at the discretion of the Chevin PM.	68.00	**68.00**
Sub-Total Phase 4		68.00	**68.00**
Total Phase 4			**68.00**

This SOW covers the estimated professional service hours to configure the licensed program(s) to deliver the above functionality based on information provided to date.

The detail on the above requirements will be documented during the design phase in Functional and Technical specifications as required/appropriate (see deliverables phase for an indication of which specifications apply to this SOW). These documents will require sign off by the client and will form our collective agreement on the projects definition of done.

4.1.2. Other project artifacts

Project management artifacts

- Appropriate artefacts to be determined by the Professional Services Team.

4.2. Out of scope

Anything not addressed in this SOW is out-of-scope and not included in these services. Either party may submit a Change Request to the other party in accordance with the Change Management Plan (established during the plan phase of the project).

Specifically, out of scope is:

- Any work not explicitly defined in section 4.1. 'Scope and Deliverables'
- Production of any documentation not listed in the 'In Scope' section of this document (or in other documents referenced from it).
- Configuration of the licensed program(s) over and above what is specified in the in-scope section above.

4.3. Testing new code version prior to a production release

Responsibilities

Chevin adopts industry best practice when releasing new versions of code with responsibilities for both Chevin and the customer during each release. Before taking a code release to your production site, it is important to understand the actions required and who is responsible for them to help ensure a successful outcome with minimal impact to your business operations. The details below apply to releases of all our products.

Out of the box functionality

To document test scripts appropriately and to support the build of automation testing, Chevin will complete out of the box configuration testing on all new code versions. We will only make new code versions available when we have confirmed the out of the box functionality has been verified as working as expected.

Customizations

- Bespoke functionality added to a customer's site by Chevin will be tested against the agreed use/test case by Chevin during the project. However, due to the customizable nature of our software (which allows unique configuration by Chevin and/or the customer), it is not possible for the scope of Chevin's testing prior to a production code release, to include customizations that have been implemented on a customer's unique instance. Therefore, it is vitally important that all customizations are tested by the customer. We recommend the following:
- For all business processes, document the user's interaction with the system in the form of test cases. Chevin can provide a template and sample test case to assist with this.

- Test cases should cover both the ‘business as usual’ workflows and any alternative outcomes that are possible.
- Prior to carrying out the code release to your production environment, we will ask you to confirm that you have completed testing of customized functionality.
- If you would like Chevin to assist with test case production and execution, this can be provided by the Professional Services team. Please get in touch with us if you would like a quote for any additional support.

4.4. Resources & responsibilities - Chevin

This section outlines the resources (roles) that Chevin may assign to the project and the specific activities that each will carry out to produce the deliverables of this SOW. Only those roles required for delivery of the project will be assigned.

Chevin will provide a:

- **Project Manager** to:
  - Conduct the kick-off meeting with the client, obtaining information required to produce the project artefacts listed in the objectives/scope section of this SOW.
  - Manage the project according to Chevin’s Project methodology.
  - Document the specific details of how *this* project will be managed utilizing Chevin’s standard set of project artefacts and obtain agreement and sign off from the client.
  - Present status of the schedule to the client on a weekly basis (or as agreed in the Communications Management Plan).
  - Arrange any calls, meetings etc. that are required to keep the project on track and facilitate where required.
  - Secure Chevin resources to the project according to the project timetable.
  - Review and approve (or challenge) the time spent by Chevin staff on the project, ensuring accurate timesheets are maintained.
  - Act as primary contact for the Chevin project team.
  - Actively monitor risks and issues and report these to the client as they occur.
  - Carry out escalations as required, in line with the Communications Management Plan.
  - Manage the project budget in terms of internal costs to Chevin as well as costs to the client, notifying relevant parties of any changes in line with the Change Management Plan.
  - Maintain an accurate Project Schedule in Microsoft Project and share this with stakeholders in the form of high-level milestones on a weekly basis.
  - Develop necessary change documents for client approval.
- **Business Consultant** to:
  - Be responsible for leading application configuration workshops to elicit requirement details to enable the configuration of Chevin’s software products according to Chevin identified best practice.
  - Produce design documentation if required for items outlined in the deliverables section.

  - Facilitate knowledge transfer to the Client Project Team.
  - Work with client's business users and project team to identify and document configuration and technical requirements.
  - Provide FleetWave application expert advice and guidance.
  - Provide business best practice advice and guidance.

- **Implementation Consultant** to:
  - Review proposed solutions at the design phase and identify areas for simplification and reuse of existing functionality.
  - Provide estimates on implementation work as required.
  - Configure systems from Functional and Technical Specifications, using WSYWG editors and knowledge of SQL, HTML and JavaScript.
  - Carry out unit testing against Functional and Technical specifications.
  - Lead sprint demos to show the Client how the system build is progressing.
  - Ensure that all systems are delivered with a clean, maintainable, and easy to understand configuration.
  - Provide significant in-depth knowledge and experience on Chevin's range of products and platforms.

4.5. Resources & responsibilities - Client

This section outlines the responsibilities of the client in aiding Chevin in the provision of the deliverables of this SOW:

The **CLIENT** will:

- Own the project and assign a **Project Manager** to:
  - Manage the project.
  - Act as primary project contact for the Chevin project team.
  - Work with the Chevin Project Manager to ensure that a 'united front' between both organizations is presented to interested parties both internal and external to the project.
  - Manage Client stakeholder engagement.
  - Be responsible for communicating overall project status and any scope, schedule, or budget changes to the relevant Client stakeholders.
  - Submit changes to Executive Sponsor for approval and signature as per the Change Management Plan.
  - Participate in requirements gathering sessions to ensure scope is correctly set according to the contract.
  - Actively manage the scope of the project throughout the full life cycle.
  - Coordinate timely provision of relevant purchase orders and on time payment of any invoices.
  - Fulfil other roles as needed to achieve successful project implementation.
  - Ensure that relevant **End users/SMEs** are available to the project to:

        - Attend design workshops and elaborate contractual requirements to allow Chevin Business Consultant to produce relevant design phase documents, via:
        - Providing current business process knowledge and experience.
        - Defining and agreeing future business processes in collaboration with Chevin.
        - Providing sign off on any specifications for deliverables which they have been identified as the owner of.
        - Produce training/help material and conduct Client training sessions.
    - Work with the Chevin consultants to obtain FleetWave knowledge and expertise during the knowledge transfer process.
    - Test the system, providing ultimate sign off/acceptance for deliverables that they have been identified as the owner of.

- Provide **Executive sponsorship** to:
    - Drive the vision and objectives for the engagement.
    - Be present at executive steering committees.
    - Take appropriate action in the event of an escalation.

- Provide other **Relevant resources as needed** to carry out the following activities:
    - Develop test plans.
    - Extract, and cleanse data from existing systems and otherwise prepare this for import into Chevin's system.
    - Facilitate Client infrastructure set up and install of Chevin's systems on that infrastructure, on self-hosted installations.
    - Develop a training plan.
    - Develop training materials.
    - Train end users.
    - Act as super users to provide first line support once the system is transitioned into support mode, after the project has been completed and closed.
- Sign this statement in work with sufficient lead time to start the project according to the agreed timeline.
- Provide sign-off to indicate acceptance of the completion of each project phase and approval for the project to proceed to the next phase.

5. Timing

5.1. Start date

- Upon confirmation from the Client to proceed and if required the receipt of an accompanying Purchase Order or equivalent authorization, a provisional start date will be agreed in writing.
- Chevin will confirm the start date and appointed resources upon signature of the Master Subscription Agreement, this Statement of Work, and the acceptance of a sales invoice for the first payment.
- Any start date provided *in advance of the above conditions being met* should be treated as purely indicative on the date that it was given and subject to any degree of change thereafter.

5.2. Term

- This Statement of Work will expire when the Client has signed an End Stage report for the ‘Close’ phase of the project or thirty days after delivery if there are no outstanding issues.

5.3. Validity

- This statement of work is valid 30 days from the date of issue.

5.4. Post go live Hyper-Care period

- The project team will support the project a two-week period after the go live date, after which point the project will be handed over to the support team.
- Once the hyper-care period is over, no new issues will be accepted by the project team as these will be raised directly with Support.
- The project team will continue to own any defects reported during the hyper-care period until they are resolved.

6. Costs

The below costs are estimated and represent the estimations for work to be completed by Chevin. If there are development, configuration, licensing, or other cost from a referenced supplier these should be determined between the client and that supplier. The estimates are based upon Chevin's knowledge at the time of producing the Statement of Work and on Chevin's experience of conducting similar work in the past. Estimated hours are for budgeting purposes only and not directly related to timelines for delivery. The estimates are provided in good faith.

Chevin will notify the Client immediately if a change of scope from this estimate is identified and any variance will be subject to change control. The Chevin Project Manager will work closely with the Client's Project Manager to manage scheduled deliverables and monitor planned vs. actual work.

Phase 1

Description	Days	Rate	Total estimated cost
Implementation	5.00	$2,000.00	$10,000.00
Project Management	1.00	$2,200.00	$2,200.00
Total Professional Services	**6.00**		**$12,200.00**

Phase 2

Description	Days	Rate	Total estimated cost
Implementation	2.00	$2,000.00	$4,000.00
Business Consultation	0.50	$2,000.00	$1,000.00
Project Management	0.50	$2,200.00	$1,100.00
Total Professional Services	**3.00**		**$6,100.00**

Phase 3

Description	Days	Rate	Total estimated cost
Implementation	8.50	$2,000.00	$17,000.00
Business Consultation	9.00	$2,000.00	$18,000.00
Project Management	4.00	$2,200.00	$8,800.00
Total Professional Services	**21.50**		**$43,800.00**

Phase 4

Description	Days	Rate	Total estimated cost
Consulting, Configuration, Training, and Project Management	68.00	$2,200.00	$149,600.00
Total Professional Services	**68.00**		**$149,600.00**

7. Known risks and assumptions

7.1. Risks

- Unexpected changes to the scope set out in this SOW.
- Client is unable to provide sufficient resources to fulfil the responsibilities set out elsewhere in this document.
- Ineffective or incomplete stakeholder management may result in difficulties in rolling out the new software and ensuring its adoption by end users.
- Lack of the correct level of executive sponsorship for the project.

7.2. Assumptions

- It is assumed that licenses for the software will be procured by The Client, outside of the scope of this SOW.
- Where functionality is described as 'standard' in 'The Works' section, this functionality will satisfy the Client's expressed requirements. Chevin has assessed the Client's requirements in detail and based on the information provided in these requirements, we believe this is a reasonable assumption. Any functionality which is not available 'out of the box' has been called out specifically in 'The Works.' The Client is encouraged to do due diligence to ensure out of the box functionality does indeed meet their requirements.
- The Client will be able to work with Chevin's software development and delivery processes unless an exception has been explicitly agreed to in this SOW. Any working practices which require Chevin to move away from their standard process may either be not possible, or subject to the additional charges under the change management process.
    - This includes the use of Chevin's instance of their chosen software tools (e.g., Jira) over the client's own instances.
- If relevant, it is assumed that any integrations which are being provided (and specifically referred to in 'The Works' section of this document) as out of the box functionality will be compatible with existing functionality. E.G., the file format provided by a third-party supplier will be the same as the format that Chevin's systems have been designed to consume.
- Accuracy of estimates. Assumptions have been made about the effort level required to deliver against the high-level requirements provided during the procurement process. These requirements and the level of effort required to deliver against them are provided in the in-scope section. Once we begin delivery, the requirements will naturally be elaborated and during this process, the level of effort required may differ to the estimate. In this scenario, Chevin will make the client aware via the Change Request process.

8. Client obligations

The below section provides further rules of engagement for the Client, over and above the responsibilities listed in the '[Resources and responsibilities'](#) section.

8.1. Client materials

- The Client agrees to provide accurate and complete documentation, data, diagrams, process maps and other relevant documentation upon request.

8.2. Reasonable notice

- The Client will give at least 2 working days' notice for in-person meetings.
- Unless there are exceptional circumstances such as illness, travel disruption, emergency or parental leave, a minimum of 24 hours' notice is required for cancellations to previously scheduled in-person meetings where attendees have had to travel for more than 1 hour.

8.3. Chargeable expenses

- The Client will reimburse Chevin in full for reasonable expenses incurred in performing the Works.
- Expenses incurred are subject to the Chevin expenses policy, available on request.
- The Client will reimburse Chevin in full for Visa, security clearance and background check fees where they have been specifically requested to perform the Works.
- Approved expenses will be included on a separate monthly invoice with an accompanying report detailing the breakdown of expenses.
- Chevin agrees to provide supporting documentation such as receipts and invoices for reasonable expenses on request.

8.4. Meetings and workshops

- No more than 12 hours of workshops may be scheduled for a single week, to allow for preparation, thinking time and other obligations for representatives of either party.
- Where meetings have been mutually agreed, SMEs will make every effort to attend on time.
- Whilst Chevin acknowledges that more urgent matters may arise throughout the course of the project, the Client stakeholders will prioritize project meetings or reschedule with the appropriate level of reasonable notice.
- Both parties agree to devote time and attention to the meetings in attendance.
- Each workshop will have no more than 10 representatives from the Client, to ensure maximum productivity.
- Unless otherwise agreed, meetings and workshops may be scheduled to start no earlier than 10am, to allow for parental obligations, travel disruption and delays as a result of compliance with health and safety obligations.

8.5. Harassment, Bullying and Discrimination

- Both Chevin and the Client’s representatives agree to operate in line with the Client’s and Chevin’s Harassment & Bullying and Equality policies. These are available on request.
- Both Chevin and the Client agree to investigate allegations of harassment, bullying and discriminatory behaviour where there are complaints under the Client’s and Chevin’s Harassment and Bullying, and Equality policies.
- Both Chevin and the Client agree to take appropriate action in response to the outcome of an investigation, which may include, and is not limited to, removing stakeholders from the project, or acting under its Disciplinary procedure.

9. Consultant company obligations

This section details additional obligations on Chevin, over and above those listed in the ‘Resources and responsibilities’ section.

9.1. Mandatory Training and Background Checks

- Chevin agrees to conduct reasonable background checks if requested by the Client, such background checks to be defined by the Client.
- Chevin agrees to apply for security clearance if requested by the Client, the levels to be defined by the Client.

9.2. Consistency of Resources

- Where possible, Chevin will endeavor to retain a consistent team on the project. However, due to external factors, this will not always be possible.
- Chevin will notify the Client at the earliest opportunity where changes to the team are necessary and unavoidable.
- Where resources must be changed, Chevin will ensure that an adequate handover is completed.

9.3. Use of Subcontractors

- Subcontractors will be engaged at the discretion of Chevin, when such an arrangement is mutually beneficial for the Client, Chevin, and the project as a whole.
- Chevin is committed to paying subcontractors on time to prevent risk to the engagement, subject to the prompt payment of invoices issued for the Works.

10. Project onboarding

10.1. Agreed Systems/Tools

The below systems/tools must be used to allow Chevin to follow their delivery process. Further details will be agreed in the Communications Management Plan produced collaboratively during the plan phase.

Tool	Owner	Purpose
Jira	Chevin	Task management
Case Complete	Chevin	Requirement's management/use case authoring
Requirememts.cc	Chevin	Online portal for specification feedback and approval
Microsoft Project	Chevin	Project Planning

11. Payment schedule

To be invoiced monthly on Time & Materials actuals in hours and fractions thereof as the project progresses. Invoices will be generated with a single line item for 'Professional Services' hours used in the billing period (month in arrears). A timecard report with hours per resource is provided as part of the weekly status report.

11.1. Commercial Standard Terms and Conditions

- All prices shown net i.e., exclude Sales Tax.
- Terms of this quotation are based upon current Master Subscription Agreement.
- Professional Services in this proposal are offered on a **Time & Materials** basis.
- This proposal **excludes** any expenses not specifically referenced in section 4.1.
- Professional Services payment Terms are monthly in arrears of delivered consultancy.
- This proposal is valid for 30 days.
- Cancellations or deferments of Professional Services made 11 to 15 working days in advance of the planned project or assignment start date will be subject to a charge of 50% of the estimated services, and cancellations or deferments made 10 working days or less in advance of the planned project or assignment start date will be subject to a charge of 100% of the estimated services. Chevin will use reasonable endeavours to redeploy the

Professional Services personnel affected and will only charge the fee if it is unable to redeploy such personnel on other chargeable work.

11.2. Unsocial Hours and Weekends

The above rates apply to standard weekday work between 09:00 and 17:00. Below is the table of charge multiples for unsocial hours including weekends and public holidays. Any charges as referenced below will be agreed in advance and in writing.

	Mon – Fri	Saturday	Sunday & Public Holidays
9am to 5pm	_	x1.5	x2
5pm to midnight	x1.5	x2	x2.5
Midnight to 9am	X2	x2.5	x2.5

12. Appendices

12.1. Project costs including travel and expense

Out of Pocket travel and expenses incurred by the Chevin Project Team will be re-charged to the Client at cost.

Time and Materials Estimate. Unless this Statement of Work expressly states that it is a fixed-price Statement of Work, this is time-and-materials Statement of Work, and any amounts described are solely good-faith estimates for Client's budgeting and Chevin's resource-scheduling purposes and are not a guarantee that the work will be completed for such amounts; the actual amounts may be higher or lower. Chevin will provide accumulated hours upon request. It is the responsibility of the client to track budget and communicate both internally and with Chevin as required to support the project.

Unless otherwise stated in this SOW, fees (including Expenses) associated with this statement of work will be billed monthly on a time and material basis, with terms of Net 30 days.

Scope of Work. Any scope of work described in this Statement of Work covers requirements documented during a scoping process conducted by the parties and is limited to the deliverables specified in this Statement of Work. Such scope does not cover conversations or product demonstrations that took place outside of this formal scoping process. Any requests by that are outside the scope specified in this Statement of Work will be subject to the parties' signature of a change order.

Cooperation. Client will cooperate reasonably and in good faith with Chevin in Chevin's performance of consulting services by, without limitation, (a) allocating sufficient resources and timely performing any tasks reasonably necessary to enable Chevin to perform its obligations under this Statement of Work, (b) timely delivering any materials and other obligations required under this Statement of Work, (c) timely responding to Chevin's inquiries related to the consulting services, (d) assigning an internal project manager for this Statement of Work to serve as a primary point of contact for Chevin, (e) actively participating in scheduled project meetings, (f) providing in a timely manner and at no charge to Chevin access to Clients appropriate and knowledgeable employees and agents and coordination of onsite, online and telephonic meetings all as reasonably required by Chevin and (g) providing complete, accurate and timely information, data and feedback all as reasonably required.

Time Management. Both Chevin and Client realize that Chevin's time spent in connection with this Statement of Work will incur fees, and Client and Chevin will therefore endeavor to manage the use of each other's time in a reasonable and effective manner.

Delays. Any delays in the performance of consulting services or delivery of deliverables caused by Client may result in additional charges for resource time. Chevin may terminate this Statement of Work upon 15 days written notice to Client if such delay renders Chevin unable to perform the consulting services for a period of more than 30 days.

12.2. Definitions / acronyms

The following acronyms are used throughout this Statement of Work:

- ‘Client’ is the customer Chevin is engaging
- ‘SOW’ is the Statement of Work
- ‘UAT’ is User Acceptance Testing

Definitions

Terms used in this document shall have following meanings:

Acceptance of Deliverable is written notification from Client to Chevin, signed by the responsible Client Program Manager, indicating that the Deliverable has been evaluated and satisfies the Acceptance Criteria of each Deliverable.

Deliverables are any materials procured or prepared by consultant or services provided by Consultant to Client.

‘CHEVIN’ means the CHEVIN FLEET SOLUTIONS company described in the ‘CHEVIN Contracting Entity, Notices, Governing Law, and Venue’ section below.

EXHIBIT 2

Schedule of Compensation (Order Form)

Appendix A. Total Contract Value

The total contract value of the $439,580 covers services provided from October 1, 2025, to September 30, 2028, and is allocated as follows:

- **Appendix B. SaaS License Details:** $227,880
- **Appendix C. Statement of Work:** $211,700

Prepared for Cook County Sheriff's Office by Chevin Fleet Solutions					
Description	**Unit of Measure**	**Qty.**	**List Price Per License**	**Total Annual License**	**Est. Time & Materials Expense**
SaaS License Fee October 1, 2025 to September 30, 2026	0 - 500 vehicles	500	$ 3.75	$ 22,500.00	
	501 - 2,000 vehicles	1,500	$ 2.75	$ 49,500.00	
	2,001 - 5,000 vehicles	100	$ 2.25	$ 2,700.00	
	Assets	250	$ 0.42	$ 1,260.00	
Statement of Work: Movement to SaaS					
Phase 1 – Migration to Chevin Azure Hosting	Hours	6			$ 12,200.00
Phase 2 – SaaS Functionality and Training	Hours	3			$ 6,100.00
Phase 3 – Additional Configuration, Clear Path GPS Integration, and Training	Hours	21.5			$ 43,800.00
TOTAL COST for October 1, 2025 to September 30, 2026				**$ 75,960.00**	**$ 62,100.00**
				Subtotal	**$ 138,060.00**
SaaS License Fee October 1, 2026 to September 30, 2027	0 - 500 vehicles	500	$ 3.75	$ 22,500.00	
	501 - 2,000 vehicles	1,500	$ 2.75	$ 49,500.00	
	2,001 - 5,000 vehicles	100	$ 2.25	$ 2,700.00	
	Assets	250	$ 0.42	$ 1,260.00	
TOTAL COST for October 1, 2026 to September 30, 2027				**$ 75,960.00**	
				Subtotal	**$ 75,960.00**
SaaS License Fee October 1, 2027 to September 30, 2028	0 - 500 vehicles	500	$ 3.75	$ 22,500.00	
	501 - 2,000 vehicles	1,500	$ 2.75	$ 49,500.00	
	2,001 - 5,000 vehicles	100	$ 2.25	$ 2,700.00	
	Assets	250	$ 0.42	$ 1,260.00	
TOTAL COST for October 1, 2027 to September 30, 2028				**$ 75,960.00**	
				Subtotal	**$ 75,960.00**
Statement of Work: To be used as needed throughout October 1, 2025 to September 30, 2028					
Phase 4 – Consulting and Configuration	Hours	68			$ 149,600.00
				Subtotal	**$ 149,600.00**
October 1, 2025 to September 30, 2028 TOTAL CONTRACT VALUE					**$ 439,580.00**

Option Year 1 to Extend and Renew October 1, 2028 to September 30, 2029* $75,960.00

Option Year 2 to Extend and Renew October 1, 2029 to September 30, 2030* $75,960.00

(*subject to change based on number of total licenses)

Appendix B. SaaS License Details

The SaaS license constitutes $227,880 of the *$439,580 total contract value* as outlined in Appendix A, for the term of October 1, 2025, until September 30, 2028.

Address	Chevin Fleet Solutions LLC 881 Main Street PO Box 2203 Fitchburg MA 01420	Created Date	8/20/2025
		Expiration Date	10/31/2025
		Quote Number	00002139

Prepared By Heather Irving

Email heather.irving@chevinfleet.com

Bill To Name Cook County Sheriff's Office

Bill To Fleet Management
118 N. Clark St., Room 801
Chicago, Illinois 60602
United States

<u>Quote For:</u> *FleetWave SaaS Contract Renewal*

Product	Quantity	Sales Price	Contract Start Date	Contract End Date	Length of Contract (Months)	Total Contract Value
FW Advanced SaaS: VPB 0-500	500.00	USD 3.75	10/1/2025	9/30/2028	36	USD 67,500.00
FW Advanced SaaS: VPB 2001-5000	100.00	USD 2.25	10/1/2025	9/30/2028	36	USD 8,100.00
FW Advanced SaaS: VPB 501-2000	1,500.00	USD 2.75	10/1/2025	9/30/2028	36	USD 148,500.00
FW Ancillary Equipment/Assets SaaS: VPB	250.00	USD 0.42	10/1/2025	9/30/2028	36	USD 3,780.00

Length of Contract - Months	36
Annual Price	USD 75,960.00
Total Amount	USD 227,880.00

Prices quoted are valid only through the expiration date. Implementation costs are not included. Prices shown do not include any taxes that may apply; any taxes will be shown on invoices. This Sales Order Form is non-cancellable before the Contract Expiration Date above, and fees paid are non-refundable, except as specified in the Master Subscription Agreement (MSA)

SaaS license subscriptions grant the customer rights to access and use the Chevin hosted products and services referenced above, along with applicable support
Payment terms for license subscriptions quoted on this order form are based on the full prorated term and payment is due 30 days from the invoice date.

Invoice will be issued on the 1st of the month following contract signature. This will also act as the start date for SaaS consumption of the additional licenses. Payments made will be processed under the VEH118 (Fleet Management Software) contract provided by the Operation Services Department (ODS) of The Commonwealth of Massachusetts.

Unless Customer has a written and signed agreement with Chevin, the services described herein are subject to the Chevin Master Subscription Agreement which is found at https://www.chevinfleet.com/chevin-master-subscription-agreement/, which is incorporated to this order form in its entirety by reference. Customer shall be deemed to agree to be bound by these terms and conditions upon use of the subscribed products described herein. Any and all terms and conditions in any Customer provided documentation are expressly rejected, and such terms shall be deemed to be for Customer's reference only, and no delivery of services by Chevin shall be deemed an agreement to any Customer terms.

Appendix C. Statement of Work

The Statement of Work (SoW), valued at $211,700 outlines the professional services included in the *total contract value of $439,580* outlined in Appendix A, for the term of October 1, 2025 through September 30, 2028.

EXHIBIT 3

Information Technology Special Conditions (ITSCs)

Cook County Sheriff's Office
Information Technology Special Conditions (ITSCs)

1. DEFINITIONS FOR SPECIAL CONDITIONS

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

1.2. "***Business Associate Agreement***" or "***BAA***" Intentionally Omitted

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

1.4. ***"Cardholder Data"*** Intentionally Omitted

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

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

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

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

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

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

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

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

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

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

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

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

1.16. "***Criminal Justice Information***" Intentionally Omitted.

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

1.18. "***Data Protection Laws***" means laws, regulations, regulatory requirements, industry self-regulatory standards, and codes of practice in connection with the processing of Personal Information.

1.19. ***"Data Security Breach"*** means "breach of the security of the system data" or "breach" as defined by applicable law i.e. the Illinois Personal Information Protection Act, 815 Ill. Comp. Stat. 530/1 et seq..

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

1.21. "***Developed Intellectual Property***" means Intellectual Property as well as any IP Materials conceived, developed, authored or reduced to practice in the course of or in connection with the provision of the Services, including, but not limited to: (a) modifications to, or enhancements (derivative works) of, the Using Agency Intellectual Property or the Using Agency IP Materials; (b) Developed Software; (c) documentation, training materials, or other IP Materials that do not modify or enhance then existing Using Agency IP Materials; and (d) modifications to or enhancements (derivative works) of, Third Party Intellectual Property or related IP Materials to the extent not owned by the licensor of the Third-Party Intellectual Property under the terms of the applicable license. For avoidance of doubt, Contractor does not perform 'work made for hire' and shall retain exclusive ownership of any such Developed Intellectual Property.

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

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

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

1.26. "**Documentation**" means the applicable Service's Trust and Compliance documentation and its usage guides and policies, as updated from time to time, accessible via help tools of the applicable Service, or otherwise made available by the Contractor.

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

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

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

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

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

1.32. "***Incident***" means any event that is not part of the standard operation of a service in the Using Agency IT environment (including an event in respect of the Services or any Equipment or Software) and that causes, or may cause, an interruption to, or a reduction in the quality of, that service. The Using Agency will initially assign the severity level of each reported Incident and Contractor will respond and resolve any such Incident pursuant to Contractor's Service Level Agreement.

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

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

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

1.36. ***"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).

1.37. "***Order Form***" means an ordering document or online order specifying the Services to be provided hereunder that is entered into between the Using Agency (i.e. Customer) and the Contractor (i.e. Chevin) or any of their Affiliates, including any addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

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

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

1.40. "***Personal Information***" shall have the same meaning as the term is defined by applicable law i.e. the Illinois Personal Information Protection Act located at 815 Ill. Comp. Stat. 530/1 et seq.

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

1.42. "***Protected Health Information***" Intentionally Omitted.

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

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

1.45. "***Services***" collectively means all of Contractor's services and other acts required in preparing, developing, and tendering the Implementation and subscription services detailed on the mutually agreed Order Form.

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

1.47. "***Software***" means computer software, including source code, operating system, object, executable or binary code, comments, screens, user interfaces, data structures, data libraries, definition libraries, templates, menus, buttons and icons, and all files, data, materials, manuals, design notes and other items and documentation related thereto or associated therewith in each case to the extent made commercially available by Contractor in connection with the Services detailed on the Order Form.

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

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

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

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

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

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

1.54. "***Using Agency Data***" means all data, whether Personal Information or other data, provided by the Using Agency to Contractor, provided by Third Parties to Contractor for purposes relating to this Agreement including all data sent to Contractor by the Using Agency and/or stored by Contractor on any media relating to the Agreement, including metadata about such data. To the extent there is any uncertainty as to whether any data constitutes Using Agency Data, the data in question shall be treated as Using Agency Data. Using Agency Data further includes information that is: (a) input, processed or stored by the Using Agency's IT systems, including any Using Agency-Provided Software; (b) submitted to Contractor or its Subcontractors by any employees, agents, the Using Agency, Third Parties, business partners, and customers in connection with the Services or otherwise; (c) Using Agency Incident records containing information relating to the Services; (d) Using Agency Intellectual Property and Using Agency IP Materials; and (e); Using Agency Confidential Information.

1.55. "***Using Agency Intellectual Property***" means all Intellectual Property owned by the Using Agency, including Using Agency Data and derivatives thereof

1.56. "***Using Agency IP Materials***" means all IP Materials owned by the Using Agency.

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

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

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

2. SERVICES AND DELIVERABLES

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

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

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

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

2.5. Default SLAs, Critical Milestones and Fee Reductions. Unless otherwise explicitly specified in this Agreement, the Contractor's SLAs, SLA targets, and Critical Milestones shall be those that the Using Agency recognizes as commonly accepted "industry best practices" for Services of similar cost, size, and criticality. For example and without limitation, such SLAs include availability and performance Contractor-Provided Software and hosting-related Services, on-time delivery of Deliverables, response and resolution times of Contractor's service desk. For example and without limitation, such Critical Milestones include significant events in projects such as completion of major Deliverables in each case as detailed in the mutually agreed SOW and/or SLA.

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

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

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

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

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

Contractor; (b) has no material impact on the security of the Using Agency Data and the Using Agency systems; and (c) causes no increase in any fees under this Agreement.

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

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

2.13. Maintenance of Assets. Except for the Services self-hosted by the Using Agency, Contractor shall maintain all Contractor Resources, as such are detailed in the Documentation, in good condition, less ordinary wear and tear, and in such locations and configurations as to be readily identifiable.

2.14. Service Compatibility. To the extent necessary to provide the Services, Contractor shall ensure that the Services, Contractor-Provided Equipment and Contractor-Provided Software (collectively, the "Contractor Resources") are interoperable as detailed in the Documentation, the SOW and/or any Order Form stemming from this Agreement.

2.15. Cooperation with Using Agency's Third-Party Contractors. Contractor shall cooperate with all Third-Party Contractors to coordinate its performance of the Services with the services and systems of such Third Party Contractors at the Using Agency's cost and expense. Subject to reasonable confidentiality requirements and section 4 (Non-Chevin Products and Services) of the Chevin MSA, such cooperation shall include providing: (a) applicable written information, standards and policies concerning any or all of the systems, data, computing environment, and technology direction used in performing the Services so that the goods and services provided by the Third Party Contractor may work in conjunction with or be integrated with the Services; (b); (c) Contractor's quality assurance, its development and performance acceptance testing and the applicable requirements of any necessary interfaces for the Third Party Contractor's work product; (d) applicable written requirements of any necessary modifications to the systems or computing environment; and (e) access to and use of the Contractor's Assets as mutually agreed upon by the Using Agency and Contractor and subject to the Third Party Contractor's agreement to comply with Contractor's applicable standard security policies.

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

3. WARRANTIES

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

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

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

3.4. Intentionally Omitted.

3.5. No Open Source. Intentionally Omitted.

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

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

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

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

4. INTELLECTUAL PROPERTY

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

4.2. Intentionally Omitted.

4.3. Intentionally Omitted.

4.4. Intentionally Omitted.

4.5. Intentionally Omitted.

4.6. Intentionally Omitted.

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

5. USING AGENCY DATA AND CONFIDENTIALITY

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

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

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

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

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

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

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

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

5.9. Contractor Confidential Information. Using Agency shall use at least the same degree of care to prevent disclosing Contractor Confidential Information to Third Parties as Using Agency employs to avoid unauthorized disclosure, publication or dissemination of its Using Agency Confidential Information of like character which in any event shall be no less than a reasonable degree of care.

6. DATA SECURITY AND PRIVACY

6.1. General Requirement of Confidentiality and Security. It shall be Contractor's obligation to maintain the confidentiality and security of all Using Agency Confidential Information, including without limitation Using Agency Data, in connection with the performance of the Services. Without limiting Contractor's other obligations under this Agreement, Contractor shall implement and/or use network management and maintenance applications and tools and appropriate fraud prevention and detection and encryption technologies to protect the aforementioned to the extent applicable; provided that Contractor shall, at a minimum, encrypt all Personal Information, if any, in-transit and at-rest as per 6.10. Contractor shall perform all Services utilizing security technologies and techniques and in accordance with industry leading practices and the Contractor's security policies, procedures and other requirements made available to Contractor in writing, including those relating to the prevention and detection of fraud or other inappropriate use or access of systems and networks.

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

6.3. Security. Contractor shall establish and maintain reasonable and appropriate physical, logical, and administrative safeguards to preserve the security and confidentiality of the Using Agency Data and other Using Agency Confidential Information and to protect same against unauthorized or unlawful disclosure, access or processing, accidental loss, destruction or damage. Such safeguards shall be deemed reasonable and appropriate if established and maintained with the: (a) the Using Agency Policies as updated; (b) the security standards employed by Contractor with respect to the protection of its confidential information and trade secrets as updated; (c) security standards provided by Contractor to its other customers at no additional cost to such customers, as updated; or (d) compliance with the then-current NIST 800-series enterprise standards and successors thereto or an enterprise level equivalent, generally accepted, industry-standard security standards series.

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

6.5. Contractor Personnel. Contractor will oblige its Contractor Personnel to comply with applicable Data Protection Laws and to undertake only to process or use any Using Agency Data, Using Agency Intellectual Property, Using Agency Confidential Information, or Personal Information, if any, received from or on behalf of the Using Agency for purposes of, and necessary to, performing, supporting, and improving the Services and not to make the aforementioned available to any Third Parties except as specifically authorized hereunder. Contractor shall ensure that, prior to performing any Services or accessing any Using Agency Data or other Using Agency Confidential Information, all Contractor Personnel who may have access to the aforementioned shall have executed agreements or are otherwise bound by obligations no less stringent concerning access protection and data/software security consistent with this Agreement.

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

6.7. Protected Health Information. Intentionally Omitted.

6.8. Criminal Justice Information. Intentionally Omitted.

6.9. Cardholder Data. Intentionally Omitted.

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

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

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

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

6.14. Security, Privacy and Data Minimization in Software Development Life Cycle. Using Agency shall implement an industry-recognized procedure that addresses the security and privacy of Personal Information in connection with the performance or utilization of the Services. Using Agency shall implement procedures to minimize the collection of Personal Information and shall minimize the collection of Personal Information. Using Agency warrants that: (a) it has not, will not, nor will it knowingly permit the transmission of Excluded Data to Contractor or otherwise into the Service; (b) Using Agency Data does not and will not include Excluded Data except to the extent necessary to make ordinary use of the Service in accordance with the Documentation; and (c) it shall inform Contractor of any Excluded Data promptly after discovery (without limiting Contractor' rights or remedies). Using Agency recognizes and agrees that: (i) Contractor has no liability for any failure to provide protections required by law applicable to Excluded Data or otherwise to protect Excluded Data; and (iii) Contractor' Services are not intended for management nor protection of Excluded Data and may not provide adequate or legally required security for Excluded Data. Contractor is not responsible nor liable for any exposure or related loss to the extent that it involves Excluded Data. "Excluded Data" means Payment Card Industry (PCI) or similar regulated financial information; protected health information (PHE) under HIPAA or similar regulated medical information of any nature; personal financial or any sensitive personal information subject to heightened privacy and/or security requirements by law, regulation, or applicable third-party terms (e.g., government issued identification or license numbers, personal bank account numbers, passport or visa numbers, credit card numbers, social security numbers, passwords and security credentials); or any other unnecessary personal identifiers (i.e., any information capable of truncation, hashing, or greater minimization); and any other categories of data for which the Service is not suitable or the input of which is unnecessary to make ordinary use of the Service per the Documentation and Using Agency's own policies and best practices in regards to Excluded Data.

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

7. DATA SECURITY BREACH

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

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

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

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

8. AUDIT RIGHTS

8.1. Generally. Upon commercially reasonable advance written notice of no less than ten (10) business days no more than once per year, Contractor and its Subcontractors shall provide access to any relevant records, facilities, personnel, and systems relating to the Services, at any time during standard business hours, to the Using Agency and its internal or external auditors, inspectors and regulators in order to audit, inspect, examine, test, and verify: (a) the availability, integrity and confidentiality of Using Agency Data and examine the systems that process, store, support and transmit Using Agency Data; (b) controls placed in operation by Contractor and its Subcontractors relating to Using Agency Data and any Services; (c) Contractor's disaster recovery and backup/recovery processes and procedures; and (d) Contractor's performance of the Services in accordance with the Agreement. The aforementioned Using Agency audit rights is preconditioned on Contractor receiving a reciprocal audit right, *mutatis mutandis*, to ensure the Using Agency is not in breach of this Agreement such as utilization of the Services in excess of the licensed quantity detailed on the Order Form.

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

8.3. Service Organization Control (SOC 2), Type II Audits. Contractor shall, at least once annually and at its sole cost and expense, provide to the Using Agency and its auditors a Service Organization Control (SOC 2), Type II report for all locations at which the Using Agency Data is processed or stored. Contractor shall, upon request, ensure that all subcontractors complete and provide SOC-2, Type II reports to the Using Agency to the extent applicable.

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

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

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

9. RIGHT TO EXIT ASSISTANCE

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

9.2. General. Upon Using Agency's request in relation to any termination, regardless of reason, or expiration of the Agreement, in whole or in part, Contractor shall provide the Using Agency and each of its designees Exit Assistance Services. During the Access Period, Contractor shall continue to permit access to the Using Agency Data.

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

9.4. Manner of Exit Assistance Services. Subject to the Exit Assistance Order Form, Contractor shall perform the Exit Assistance Services pursuant to a mutually agreed SOW at Contractor's then-current rates.

9.6. Exit Assistance Management. Intentionally Omitted.

9.7. Removal of Contractor Materials. Contractor shall be responsible at its own expense for de-installation and removal from the Using Agency Facilities any Equipment owned or leased by Contractor that is not being transferred to the Using Agency under the Agreement subject to the Using

Agency's reasonable procedures and in a manner that minimizes the adverse impact on the Using Agency. Prior to removing any documents, equipment, software or other material from any Using Agency Facility, Contractor shall provide the Using Agency with reasonable prior written notice identifying the property it intends to remove. Such identification shall be in sufficient detail to apprise the Using Agency of the nature and ownership of such property.

9.8 Using Agency-specific Information. Upon Using Agency's request, Contractor will specifically provide to the Using Agency the following Using Agency Data to relating to the Services as detailed in the SOW covering Exist Assistance.

10. MISCELLANEOUS

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

10.2. System Software Updates and Upgrades. Using Agency shall ensure that Software release level shall not fall more than one (1) level below the most currently published release. Contractor shall use commercially reasonable efforts to ensure that all future releases of software should be backward compatible or run concurrently with the previous versions during the update and upgrade process. Updates and upgrades will not require a "forklift" of existing equipment or infrastructure. Installation of updates and upgrades should be pushed out automatically.

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

10.4. No Click-Wrap or Incorporated Terms. The Using Agency is not bound by any content on the Contractor's website, in any click-wrap, shrink-wrap, browse-wrap or other similar document, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the Using Agency has actual knowledge of the content and has expressly agreed to be bound by it in a writing that has been manually signed by the County's Chief Procurement Officer. Similarly, the Contractor is not bound by any Using Agency purchase order terms or conditions however communicated unless Contractor has expressly agreed to be bound by such additional terms in writing manually signed by Contractor's authorized representative which explicitly states its intention to amend this Agreement.

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

10.6. Change Requests; Order Form. Except as otherwise set forth in this Agreement, this Section 10.6 shall govern all Change Requests and Change Orders (also an Order Form). If either Party believes that a Change Order is necessary or desirable, such Party shall submit a Change Request to the other. Accordingly, if the Change Request consists of other than a *de minimis* deviation from the scope of the Services and/or Deliverables, Contractor shall endeavor to provide Using Agency with written notification of such other deviation within five (5) business days after receipt of the Change Request. In the event of a Using Agency-initiated Change Request, within five (5) business days of Contractor's receipt of such Change Request, Contractor shall endeavor to provide to Using Agency a written statement describing in detail: (a) the reasonably anticipated impact on any Services and Deliverables as a result of the Change Request including, without limitation, Changes in Software and Equipment, and (b) the fixed cost or cost estimate for the Change Request. If Licensor submits a Change Request to Customer, such Change Request shall include the information required for a Change Response.

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

Name (*Print Last, First, M.I.*)	**Signature**	**Date**
Gary Thompson	DocuSigned by: 592A70BEBC2243F... CEO	9/3/2025
Witness (Print)	**Witness** (Signature)	**Date**
Michael P. Halpin		09/03/25

EXHIBIT 4

Chevin Master Subscription Agreement and Service Level Agreement

MASTER SUBSCRIPTION AGREEMENT

The Services may not be accessed for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

CHEVIN's direct competitors are prohibited from accessing the Services, except with CHEVIN's prior written consent. This Agreement was last updated on October 2, 2023. It is effective between Customer and CHEVIN as of the date of Customer's accepting this Agreement.

DEFINITIONS

"**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
"**Agreement**" means the Professional Services Agreement and all its incorporated exhibits.
"**CHEVIN**" means the CHEVIN FLEET SOLUTION company described in the "CHEVIN Contracting Entity, Notices, Governing Law, and Venue" section below.
"**Confidential Information**" means all written or oral information, disclosed by one party (the "**disclosing party**") to the other (the "**recipient**"), related to the business, products, services or operations of the disclosing party that has been identified as confidential or that by the nature of the information or the circumstances surrounding disclosure ought reasonably to be treated as confidential, including, without limitation: (a) trade secrets, inventions, ideas, processes, computer source and object code, formulae, general data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques; (b) information regarding products, plans for research and development, marketing and business plans, budgets, financial statements, contracts, prices, employees, suppliers and agents and (c) information regarding the skills and compensation of the disclosing party's employees, contractors, and other agents.
Without limiting the foregoing, and for purposes of this Agreement, the Customer Data is the Confidential Information of Customer.
"**Content**" means information obtained by CHEVIN from publicly available sources or its third-party content providers and made available to Customer through the Services, or pursuant to an Order Form, as more fully described in the Documentation.
"**Customer**" means in the case of an individual accepting this Agreement on his or her own behalf, such individual, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement, and Affiliates of that company or entity (for so long as they remain Affiliates) which have entered into Order Forms.
"**Customer Data**" means electronic data and information submitted by or for Customer to the Services, excluding Content and Non-CHEVIN Applications.
"**Documentation**" means the applicable Service's Trust and Compliance documentation and its usage guides and policies, as updated from time to time, accessible via help tools of the applicable Service.
"**Malicious Code**" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.
"**Marketplace**" means an online directory, catalog or marketplace of applications that interoperate with the Services, including, for example, the FleetWave Store.
"**Non-CHEVIN Application**" means a Web-based, mobile, offline or other software application functionality that interoperates with a Service, that is provided by Customer or a third party and/or listed on a Marketplace including as Chevin Labs or under similar designation. Non-CHEVIN Applications, other than those obtained or provided by Customer, will be identifiable as such.
"**Order Form**" means an ordering document or online order specifying the Services to be provided hereunder that is entered into between Customer and CHEVIN or any of their Affiliates, including any addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.
"**Subscription**" means the rights to the Services granted to Customer or Customer's Affiliate under an Order Form or online purchasing portal, for the number of subscriptions to the Services and for the Subscription Term, in accordance with any limitations as set forth in the applicable Order Form.
"Services" means the products and services that are subscribed to by Customer under an Order Form or online purchasing portal, or provided to Customer under a trial basis, and made available online by CHEVIN, including associated CHEVIN offline or mobile components, as described in the Documentation. "Services" exclude Content and Non-CHEVIN Applications.

"**User**" means, in the case of an individual accepting these terms on his or her own behalf, such individual, or, in the case of an individual accepting this Agreement on behalf of a company or other legal entity, an individual who is authorized by Customer to use a Service, for whom Customer has purchased a subscription (or in the case of any Services provided by CHEVIN without charge, for whom a Service has been provisioned), and to whom Customer (or, when applicable, CHEVIN at Customer's request) has supplied a user identification and password (for Services utilizing authentication). Users may include, for example, employees, consultants, contractors and agents of Customer, and third parties with which Customer transacts business.

CHEVIN RESPONSIBILITIES

Subject to the terms and conditions of this Agreement, Chevin will provide the Services to Customer in a workmanlike and professional manner in accordance with industry standards. The Services to be provided by Chevin under this Agreement will be described and set forth in one or more Order Forms agreed upon by the parties from time to time.

2.1 Provision of Services. Access to the Services and Content may be procured via an Order Form entered into between Customer and Chevin. While Customer is in good standing under this Agreement, CHEVIN will (a) make the Services and Content available to Customer pursuant to this Agreement, and the applicable Order Forms and Documentation, (b) provide applicable CHEVIN standard support for the Services to Customer at no additional charge, and/or upgraded support if purchased, (c) use commercially reasonable efforts to make the online Services available 24 hours a day, 7 days a week, with a minimum uptime of 99.5% (uptime shall not include down time for regular maintenance and patching) except for: (i) planned downtime (of which CHEVIN shall give advance electronic notice), and (ii) any unavailability caused by circumstances beyond CHEVIN's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving CHEVIN employees), Internet service provider failure or delay, Non-CHEVIN Application, denial of service attack, or other third party acts outside the control of CHEVIN, and (d) provide the Services in accordance with laws and government regulations applicable to CHEVIN's provision of its Services to its customers generally (i.e., without regard for Customer's particular use of the Services), and subject to Customer's use of the Services in accordance with this Agreement, the Documentation and the applicable Order Form.

2.2 Protection of Customer Data. CHEVIN will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Customer Data, as described in the Documentation. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of Customer Data (other than by Customer or Users).

2.3 Deletion of Customer Data. Upon request by Customer made within 30 days of the date of termination or expiration of this Agreement, CHEVIN will make Customer Data available to Customer for export or download as provided in the Documentation. After such 30-day period, CHEVIN will have no obligation to maintain or provide any Customer Data, and as provided in the Documentation will thereafter delete or destroy all copies of Customer Data in its systems or otherwise in its possession or control, unless legally prohibited. Should Customer desire CHEVIN to (a) assist in the export of Customer Data, (b) perform the export of Customer Data, (c) transform Customer Data into any format other than its then existing, native format, or (d) maintain Customer Data for a period of time longer than 30 days, such request shall be handled under a mutually agreed upon statement of work at CHEVIN's then existing professional services rates. CHEVIN will provide Customer a certification of data deletion within 14 business days following any such deletion.

2.4 CHEVIN Personnel. CHEVIN will be responsible for the performance of its personnel (including its employees and contractors) and their compliance with CHEVIN's obligations under this Agreement, except as otherwise specified in this Agreement.

SUBSCRIPTION AND USE OF THE SERVICES

3.1 Subscriptions. Intentionally Omitted.

3.2 Usage Limits. Services and Content may be subject to usage limits specified in Order Forms and Documentation. If Customer exceeds a contractual usage limit, CHEVIN may work with Customer to seek to reduce Customer's usage so that it conforms to that limit. If, notwithstanding CHEVIN's efforts, Customer is unable or unwilling to abide by a contractual usage limit, Customer will execute an Order Form for additional quantities of the applicable Services or Content promptly upon CHEVIN's request, and/or pay any invoice for excess usage in accordance with the "Invoicing and Payment" section below.

3.3 Customer Responsibilities. Customer will (a) be responsible for Users' compliance with this Agreement, Documentation and Order Forms, (b) be responsible for the accuracy, quality and legality of Customer Data, the means by which Customer acquired Customer Data, Customer's use of Customer Data with the Services, and the interoperation of any Non-CHEVIN Applications with which Customer uses Services or Content, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services and Content, and notify CHEVIN promptly of any such unauthorized access or use, (d) use Services and Content only in accordance with this Agreement, the Documentation, the Acceptable Use and External Facing Services Policy at https://www.chevinfleet.com/legal, Order Forms and applicable laws and government regulations, and (e) comply with terms of service of any Non-CHEVIN Applications with which Customer uses Services or Content. Any use of the Services in breach of the foregoing by Customer or Users that in CHEVIN's judgment threatens the security, integrity or availability of CHEVIN's services, may result in CHEVIN's immediate suspension of the Services, however CHEVIN will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension.

3.4 Usage Restrictions. Customer will not (a) make any Service or Content available to anyone other than Customer or Users, or use any Service or Content for the benefit of anyone other than Customer or its Affiliates, unless expressly stated otherwise in an Order Form or the Documentation, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any Service or Content, or include any Service or Content in a service bureau or outsourcing offering, (c) use a Service or Non-CHEVIN Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service or Non-CHEVIN Application to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or Content or its related systems or networks, (g) permit direct or indirect access to or use of any Services or Content in a way that circumvents a contractual usage limit, or use any Services to access or use any of CHEVIN intellectual property except as permitted under this Agreement, an Order Form, or the Documentation, (h) modify, copy, or create derivative works based on a Service or any part, feature, function or user interface thereof, (i) copy Content except as permitted herein or in an Order Form or the Documentation, (j) frame or mirror any part of any Service or Content, other than framing on Customer's own intranets or otherwise for its own internal business purposes or as permitted in the Documentation, (k) except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile a Service or Content or access it to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions or graphics of the Service, (3) copy any ideas, features, functions or graphics of the Service, or (4) determine whether the Services are within the scope of any patent.

3.5 Removal of Content and Non-CHEVIN Applications. If Customer receives notice that Content or a Non-CHEVIN Application must be removed, modified and/or disabled to avoid violating applicable law, third-party rights, or the Acceptable Use and External Facing Services Policy, Customer will promptly do so. If Customer does not take required action in accordance with the above, or if in CHEVIN's judgment continued violation is likely to reoccur, CHEVIN may disable the applicable Content, Service and/or Non-CHEVIN Application. If requested by CHEVIN, Customer shall confirm such deletion and discontinuance of use in writing and CHEVIN shall be authorized to provide a copy of such confirmation to any such third-party claimant or governmental authority, as applicable. In addition, if CHEVIN is required by any third-party rights holder to remove Content or receives information that Content provided to Customer may violate applicable law or third-party rights, CHEVIN may discontinue Customer's access to Content through the Services.

NON-CHEVIN PRODUCTS AND SERVICES

4.1 Non-CHEVIN Products and Services. CHEVIN or third parties may make available (for example, through a Marketplace or otherwise) third-party products or services, including, for example, Non-CHEVIN Applications and implementation and other consulting services. Any acquisition by Customer of such products or services, and any exchange of data between Customer and any Non-CHEVIN provider, product or service is solely between Customer and the applicable Non-CHEVIN provider. CHEVIN does not warrant or support Non-CHEVIN Applications or other Non-CHEVIN products or services, whether or not they are designated by CHEVIN as "certified" or otherwise, unless expressly provided otherwise in an Order Form. CHEVIN is not responsible for any disclosure, modification or deletion of Customer Data resulting from access by such Non-CHEVIN Application or its provider.

4.2 Integration with Non-CHEVIN Applications. The Services may contain features designed to interoperate with Non-CHEVIN Applications. CHEVIN cannot guarantee the continued availability of such Service features and may cease providing them without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a Non-CHEVIN Application ceases to make the Non-CHEVIN Application available for interoperation with the corresponding Service features in a manner acceptable to CHEVIN.

FEES AND PAYMENT

5.1 Fees. Intentionally Omitted.
5.2 Invoicing and Payment. Customer will provide CHEVIN with a valid purchase order or alternative document reasonably acceptable to CHEVIN. If Customer provides credit card information to CHEVIN, Customer authorizes CHEVIN to charge such credit card for all Services listed in the Order Form for the initial subscription term and any renewal subscription term(s) as set forth in the "Term of Purchased Subscriptions" section below. Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit card, CHEVIN will invoice Customer in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced fees are due net 60 days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information to CHEVIN and notifying CHEVIN of any changes to such information.
5.3 Overdue Charges. Intentionally Omitted.
5.4 Suspension of Service and Acceleration. Intentionally Omitted.
5.5 Payment Disputes. Intentionally Omitted.
5.6 Taxes. Intentionally Omitted.

PROPRIETARY RIGHTS AND LICENSES

6.1 Reservation of Rights. Subject to the limited rights expressly granted hereunder, CHEVIN, its Affiliates, its licensors and Content Providers reserve all of their right, title and interest in and to the Services and Content, including all of their related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.
6.2 Access to and Use of Content. Customer has the right to access and use applicable Content subject to the terms of applicable Order Forms, this Agreement and the Documentation.

6.3 License by Customer to CHEVIN. Customer grants CHEVIN, its Affiliates and applicable contractors a worldwide, limited-term license to host, copy, access, transmit, and display any Non-CHEVIN Applications and program code created by or for Customer using a Service or for use by Customer with the Services, and Customer Data, each as appropriate for CHEVIN to provide and ensure proper operation of the Services and associated systems in accordance with this Agreement. If Customer chooses to use a Non-CHEVIN Application with a Service, Customer grants CHEVIN permission to allow the Non-CHEVIN Application and its provider to access Customer Data and information about Customer's usage of the Non-CHEVIN Application as appropriate for the interoperation of that Non-CHEVIN Application with the Service. Subject to the limited licenses granted herein, CHEVIN acquires no right, title or interest from Customer or its licensors under this Agreement in or to any Customer Data, Non-CHEVIN Application or such program code.
6.4 License by Customer to Use Feedback. Customer grants to CHEVIN and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into its services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users relating to the operation of CHEVIN's or its Affiliates' services.
6.5 Federal Government End Use Provisions. CHEVIN provides the Services, including related software and technology, for ultimate federal government end use in accordance with the following: The Services consist of "commercial items," as defined at FAR 2.101. In accordance with FAR 12.211-12.212 and DFARS 227.7102-4 and 227.7202-4, as applicable, the rights of the U.S. Government to use, modify, reproduce, release, perform, display, or disclose commercial computer software, commercial computer software documentation, and technical data furnished in connection with the Services shall be as provided in this Agreement, except that, for U.S. Department of Defense end users, technical data customarily provided to the public is furnished in accordance with DFARS 252.227-7015. If a government agency needs additional rights, it must negotiate a mutually acceptable written addendum to this Agreement specifically granting those rights.

PROFESSIONAL SERVICES

7.1 Statement of Work. CHEVIN may provide technical services ("Professional Services") for Customer upon request and in accordance with a written statement of work ("SOW"). The terms of this Agreement shall cover any and all SOWs between CHEVIN and Customer. No SOW shall be effective unless signed by both Customer and CHEVIN.
7.2 Price. Customer shall pay CHEVIN in accordance with the fee schedule as set forth in the SOW. Each SOW will be performed on either a time and materials basis unless otherwise described in the SOW. In the event that the Professional Services require greater duties than contemplated in the SOW, or a change is requested by Customer which results in additional duties, Customer will work closely and in good faith with CHEVIN to modify the SOW to reflect the changes, and, if applicable, the fees shall be adjusted to reflect the change in duties.

7.3 Payment. Unless otherwise specified in the SOW, payment shall be made within 60 days of delivery of the invoice to Customer. Unless specified in the SOW, all travel and additional expenses incurred are subject to Cook County's Travel Policy.
7.4 Customer Resources. Customer shall provide, maintain and make available to CHEVIN, at Customer's expense and in a timely manner, the resources described in the Statement of Work and such other additional resources as CHEVIN may from time to time reasonably request in connection with CHEVIN's performance of the Professional Services. Delays in the provision of these resources may result in delays in the performance of the Professional Services, or an increase in the Price: (a) Customer will designate qualified Customer personnel or representatives to consult with CHEVIN on a regular basis in connection with the Services, (b) Customer will furnish such documentation and other information as is reasonably necessary to perform the Services, (c) Customer shall furnish access to Customer's premises and systems, and appropriate workspace for any CHEVIN personnel working at Customer's premises, as necessary for performance of those portions of the Services to be performed at Customer's premises, (d) Customer shall meet all prerequisites and assumptions noted on the SOW that are required for CHEVIN to perform the Professional Services, and if such are determined not to be met by CHEVIN, the price for the Professional Services may be adjusted in accordance with Section 7.2 above.
7.5 Termination. Termination of a particular SOW shall not operate to terminate this Agreement. The terms of this Agreement shall survive for any SOW that is still pending at the time of termination of this Agreement until the conclusion of the SOW.
7.6 Limited Warranty. (a) CHEVIN warrants that the services provided under a Statement of Work shall be performed with that degree of skill and judgment normally exercised by recognized professionals performing the same or substantially similar Services. In the event of any breach of the foregoing warranty, provided Customer has delivered to CHEVIN timely notice of such breach as hereinafter required, CHEVIN shall, at its own expense, in its discretion either (1) correct the non-conforming deliverables to conform to this standard within the next release per the schedule release plan or within 30 days; or (2) refund to Customer that mutually agreed portion of the price received by CHEVIN attributable to the non-conforming deliverables. No warranty claim under this section shall be effective unless Customer has delivered to CHEVIN written notice specifying in detail the non-conformities within 90 days after tender of the deliverables. The remedy set forth in this Section is the sole and exclusive remedy for breach of the foregoing warranty. (b) CHEVIN SPECIFICALLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED STANDARDS, GUARANTEES, WARRANTIES OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES THAT MAY BE ALLEGED TO ARISE AS A RESULT OF CUSTOM OR USAGE, ANY WARRANTY OF ERROR-FREE PERFORMANCE, OR ANY WARRANTY OF THIRD-PARTY PRODUCTS, OR FUNCTIONALITY OF THE CUSTOMER'S HARDWARE, SOFTWARE, FIRMWARE, OR COMPUTER SYSTEMS. (c) Customer represents and warrants to CHEVIN that Customer has the right to use and furnish to CHEVIN for CHEVIN's use in connection with this Agreement any information, specifications, data or intellectual property that Customer has provided or will provide to CHEVIN in order for CHEVIN to perform the Professional Services.
7.7. Relationship of Parties. Intentionally Omitted.

CONFIDENTIALITY

8.1 Definition of Confidential Information. Intentionally Omitted.
8.2 Protection of Confidential Information. Intentionally Omitted.
8.3 Compelled Disclosure. Intentionally Omitted.

REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

9.1 Representations. Intentionally Omitted.
9.2 CHEVIN Warranties. CHEVIN warrants that during an applicable subscription term (a) CHEVIN will not materially decrease the overall security of the Services, (b) the Services will perform materially in accordance with the applicable Documentation, and (d) subject to the "Integration with Non-CHEVIN Applications" section above, CHEVIN will not materially decrease the overall functionality of the Services. For any breach of a warranty above, Customer's exclusive remedies are those described in the "Termination" and "Refund or Payment upon Termination" sections below.
9.3 Disclaimers. Intentionally Omitted.

INDEMNIFICATION

10.1 Indemnification by CHEVIN. Intentionally Omitted.
10.2 Indemnification by Customer. Intentionally Omitted
10.3 Exclusive Remedy. Intentionally Omitted.

LIMITATION OF LIABILITY

11.1 Limitation of Liability. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF CHEVIN TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE RELEVANT SUBSCRIPTION TERM OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY TO ALL ACTIONS, INCLUDING, BUT NOT LIMITED TO ACTIONS IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE AND REGARDLESS OF THE THEORY OF LIABILITY, AND REGARDLESS OF WHETHER OR NOT CHEVIN WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR FAILURE OF REMEDY OR ESSENTIAL PURPOSE.

11.2 Exclusion of Consequential and Related Damages. IN NO EVENT WILL either party HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT OR OTHER AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN CHEVIN OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR DAMAGES OR FAILURE OF REMEDY OR ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

11.3 Acknowledged Direct Damages. The following shall be considered direct damages and neither party shall assert that they are lost profits, revenues, goodwill, or indirect, special, incidental, consequential, business interruption or punitive damages to the extent they result directly from CHEVIN'S failure to perform in accordance with this Agreement: (a) reasonable costs and expenses incurred by Customer to procure Services or corrected Services from an alternate source, to the extent in excess of the total amount paid by customer and its affiliates hereunder for the services giving rise to the liability in the relevant subscription term out of which the liability arose.

11.4 Exclusions from CHEVIN Liability. CHEVIN and its Affiliates shall have no indemnification, defense, liability, or other responsibility to Customer for any claim, demand, suit or proceeding made or brought against Customer by a third party alleging (a) that any Customer Data or Customer's use of Customer Data with the Services, (b) a Non-CHEVIN Application provided by Customer, or (c) the combination of a Non-CHEVIN Application provided by Customer and used with the Services, infringes or misappropriates such third party's intellectual property rights, or for any claim, demand, suit or proceeding made or brought against Customer arising from Customer's use of the Services or Content in an unlawful manner or in violation of the Agreement, the Documentation, or Order Form.

TERM AND TERMINATION

12.1 Term of Agreement. Intentionally Omitted.
12.2 Term of Purchased Subscriptions. Intentionally Omitted.
12.3 Termination. Intentionally Omitted.
12.4 Refund or Payment upon Termination. Intentionally Omitted.
12.5 Surviving Provisions. Intentionally Omitted.

GENERAL PROVISIONS

13.1 Export Compliance. The Services, Content, other CHEVIN technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. CHEVIN and Customer each represents that it is not named on any U.S. government denied-party list. Customer will not permit any User to access or use any Service or Content in a U.S.-embargoed country or region (currently Cuba, Iran, North Korea, Sudan, Syria or Crimea) or in violation of any U.S. export law or regulation.
13.2 Anti-Corruption. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.
13.3 Entire Agreement and Order of Precedence. Intentionally Omitted.
13.4 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.

13.5 Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

13.6 Waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

13.7 Severability. Intentionally Omitted.

13.8 Assignment. Intentionally Omitted.

13.9 CHEVIN Contracting Entity, Notices, Governing Law, and Venue. Intentionally Omitted.

13.10 Manner of Giving Notice. Intentionally Omitted.

13.11 Agreement to Governing Law and Jurisdiction. Intentionally Omitted.

SMART FLEET MANAGEMENT

Chevin Support

Service Level Agreement

7th June 2024

Version 2.2

General

Chevin Fleet Solutions provides support to customer's FleetWave users on weekdays, excluding holidays, during business hours. Users can submit cases over the Web via the Chevin Fleet Solutions Support Help Centre or by telephone.

Upon ticket submission, Named Support Contacts will be asked to provide their company name, contact information, steps to replicate issue, the severity of the issue and the associated business impact.

Each ticket will be assigned a unique ticket number. A Chevin Fleet Solutions Support Agent will use commercially reasonable best efforts to call or email the User within 1 business hour for a Critical business impact, within 4 business hours for a High business impact, and within 12 business hours for all other tickets and will use commercially reasonable efforts to promptly resolve each ticket, in line with the SLAs outlined below.

Actual resolution time will depend on the nature of the ticket and the resolution. A resolution may consist of a fix, workaround, or other solution in Chevin Fleet Solutions' reasonable determination.

Exceptions : (i) Force Majeure (ii) planned downtime (of which Supplier shall give advance electronic Notice), and (iii) Customer Internet service provider failure or delay, Non-Supplier Application, or denial of service attack, and (iiii) provide the System in accordance with laws and government regulations applicable to Supplier's provision of the System to its customers generally (i.e., without regard for Customer's particular use of the Services), and subject to Customer's use of the System in accordance with this Agreement, the documentation and the applicable Order Form.

Note: Planned downtime typically comprises the following: (i) Microsoft Server Updates: Standard schedule agreed in advance with customer with server typically re-booted late evening Eastern Time every 2 weeks to apply updates – downtime typically less than 10 minutes every 2 weeks; (ii) Code Releases: Scheduled in advance with customer and available quarterly with recommendation of at least 2 upgrades per annum – downtime typically 1 hour per release; (iii) Total planned downtime typically around 125 minutes per quarter but varies by customer.

Named Support Contacts

It is imperative that FleetWave customers have an internal support process to aid their internal customers should they experience issues with the product.

Therefore, customers are asked to identify "Named Support Contacts".

"Named Support Contacts" are users the Customer identifies as primary liaisons between Customer and Chevin Fleet Solutions for technical support. Customers can have a maximum of 5 Named Support Contacts. Customers' Named Support Contacts shall be responsible for:

1. Internal oversight of Customer's support ticket activity
2. Provide an initial triage of any issue raised by internal users and resolve as able before logging tickets with the Chevin Support Team.

Customer shall ensure that Named Support Contacts:

1. Are knowledgeable about FleetWave and how it has been implemented into the client's business
2. Have a basic understanding of any problem that is the subject of a ticket, and the ability to reproduce the problem in order to assist Chevin Fleet Solutions in diagnosis and triage

Logging a Ticket

Named Support Contacts may log a ticket as follows:

1. We recommend that Named Support Contacts log tickets via the Chevin Fleet Solutions Support Centre.
2. By telephone to Customer support as described below.

Customers receive email confirmation of logged ticket and updates, which can also be accessed via the Chevin Fleet Support Centre. The Support Centre provides visibility of all customer tickets, with a click through to individual ticket detail including requestor, date created, last activity, assigned agent, status, priority, business impact, steps to replicate, expected outcome.

On resolution of a ticket, customer receives a summary of the issue, root cause, resolution steps and additional information which may include links to relevant knowledge articles.

Support Offices and Hours

Chevin Support Desks operate Monday to Friday, excluding public holidays.

The lead support desk for the customer will depend on the customer's region.

All support tickets should be raised online through the Chevin Fleet Solutions Support Centre. Where calls are required, these should be scheduled using Microsoft Teams or similar platforms. In emergencies, customers can use the following main phone numbers during support hours:

Region	Support hours	Telephone number
US	9:00am – 5:30pm EST	978-540-9970 Option #2
UK & Rest of World	8:00am-5:30pm GMT	+44 (0) 1773 828822 (International)
Australia	9:30am –6:00pm AEST	+61 (0) +61 7 3186 0259

Reproducing Errors

Chevin Fleet Solutions must be able to reproduce errors in order to resolve them. The Customer agrees to cooperate and work closely with Chevin Fleet Solutions to reproduce errors, including conducting diagnostic or troubleshooting activities, as reasonably requested and appropriate. Also, subject to Customer's approval on a ticket-by-ticket basis, Users may be asked to provide remote access to their Chevin Fleet Solutions application and/or desktop system for troubleshooting purposes.

In the event an error cannot be reproduced, it is expected that Chevin will not pursue any further support until concrete steps/evidence is provided to help resolve the issue.

Severity Levels, Target Response and Resolution Times

Issues will be categorized and handled according to an assigned severity level. The case severity level is selected by the Named Support Contacts at time of case submission, and will be updated by Chevin Fleet Solutions as follows:

Severity level	**Description**	**Response time within** (business hours)	**Update frequency every** (business hours)	**Target resolution time** (AWT*)
P1 Critical / Urgent	Entire solution is unavailable. e.g. server, switch, or firewall failure.	1 Hour	4 Hours	12 Hours
P2 High	Operation of service is degraded, or major feature not functional. e.g. time outs. Also, tickets where there is a direct financial impact on the business or issues that may result in non-compliance.	4 Hours	12 Hours	24 Hours
P3 Normal	Errors that are non-disabling or cosmetic and clearly have little or no impact on the normal operation of the services, e.g. minor performance degradation, maintenance task	12 Hours	48 hours	80 hours

*AWT = Agent Working Time: This is the time a ticket spends with Chevin for action during the allocated agent's working hours. If a ticket is passed back to the customer for action the status will be changed to PENDING, at which time we are no longer accruing time. When the customer responds to the ticket, the status will return to Open and agent working time will accrue again.

Customer Success Manager

Each Chevin Fleet Solutions customer will have a designated Customer Success Manager.

The role of the Customer Success Managers is to help the Customer with Chevin Fleet Solutions product adoption, including sharing Chevin Fleet Solutions best practice advice, guidance on helping the Customer derive maximum value from Chevin products and services, and helping to escalate technical issues as necessary.

The Customer is responsible for its evaluation and for any implementation of the Customer Success Manager's recommendations.

You can contact the Customer Success Team by emailing: customersuccess@chevinfleet.com. Contact details for the assigned Customer Success Manager will also be provided.

Ticket Escalations

Reproducible errors that are at risk of breaching the target resolution time will be escalated by the Chevin team to higher support tiers for further investigation, analysis and urgent action, based on the following approach and workflow:

- **Ticket within 2 hours of breaching target resolution time**: Triggers emailed escalation to Level 2 and ticket flagged on dashboard
- **Ticket breaching target resolution time:** Triggers emailed escalation to Level 3 and ticket flagged on Level 3 dashboard
- **Ticket significantly exceeding target resolution time** by 2, 4 or 12 hours for urgent, high and normal tickets respectively, triggers emailed escalation to Level 4, ticket flagged on Level 4 dashboard and daily swarm review.

Customers can also communicate with support agents to request the escalation of a ticket. If you need additional escalation support, please reach out to your Customer Success Manager and they will help to escalate the issue for you within Chevin Fleet Solutions.

Chevin Fleet Solutions escalation matrix:

Level	Escalation resource
1	Agent Owning the Ticket
2	Technical Support Lead / Engineering Manager
3	Vice President, Global Customer Support
4	CEO

Support Responsibilities

The target initial response time is within 1 hour for a Critical/Urgent ticket, within 4 hours for a High impact ticket, and within 12 hours for all other tickets. Actual resolution time will depend on the nature of the ticket and the resolution. A resolution may consist of a fix, workaround, or other solution in Chevin's reasonable determination.

Chevin will then use commercially reasonable efforts to respond to each ticket within the applicable response time described in the table below, depending on the severity level set on the case.

Level	Severity criteria
P1 Critical / Urgent	Initiate an investigation of any Critical / Urgent problem encountered by the Customer within 30 minutes of the first response by the Chevin Support Desk. Chevin will assign personnel to the problem who will work all reasonable business hours until the problem is resolved. If a workaround is provided due to the issue being logged as a bug the issue will be de-escalated to 'Normal' as the business can continue, and Support will wait to hear from development.
P2 High	Initiate an investigation of any High priority issue encountered by the Customer within 2 hours of notification being received. If a workaround is provided due to the issue being logged as a bug the issue will be de-escalated to 'Normal' as the business can continue, and Support will wait to hear from development.
P3 Normal	Initiate an investigation of any Normal priority issue encountered by the Customer within 6 hours of notification being received.

Bugs

If a bug is found within the software it will be logged with the development team. As there is a defect with the software, the SLA will stop, and your fix will be available in a new release.

Support will try to provide a workaround while it is being worked by the development team. If Support is unable to provide a workaround and the issue is urgent/critical, we will escalate with development. i.e. P1/2 priority

Product Tickets

There may be instances where the product requires a change at a core level. In this event the Support team may log a ticket to the Product Advisory Board for further review and potential implementation.

In these events, Support will advise or implement a workaround for the customer while the Product team reviews a core method of resolving the issue, so long as all clients will benefit from the change.

In the event this occurs, Support will close the ticket and the changes requested may be available in a future version of code. Issues such as these may not be logged to development as defects, as no such functionality exists, and therefore is not a defect.

Supported Versions

Chevin strongly recommends that you take at least two code releases per year to ensure that you remain on a version of the product that up to date as this allows the Support team to be more effective in providing assistance to you.

If you are running an older version than this, we strongly urge you to upgrade to a supported release. If you are unable to upgrade, you may contact us about purchasing consulting services from our professional services team under a statement of work.

Pre-Code Release (PreCR) Support

During the upgrade process, we will provide you with an environment to test the new release and you will be able to raise PreCR Support tickets.

PreCR Support ticket are not subject to the Support SLAs as they are not production issues and this allows the support team to ensure that production issues are prioritised.

Excluded Items

The Chevin Support Plan does not include any of the following:

- Assistance in developing User-specific customizations.
- Assistance with non-Chevin products, services, or technologies, including implementation, administration or use of third-party enabling technologies such as databases, computer networks or communications systems.
- Assistance with installation or configuration of hardware, including computers, hard drives, servers, networks, or printers.
- Troubleshooting issues with your in-house developed apps or integrations you have built for Chevin apps, except where these are causing issues with data ingested into Chevin apps, in which case Chevin will, where possible, support and assist with information to assist customer in identifying and resolving root cause.

- Assistance with any custom code developed by Customer outside of or in addition to the core Chevin applications
- Training on the product, setup and configuration questions, or business process questions, these types of requests should be directed to our professional services team under a statement of work. (New code releases will managed though support and accompanied by new release notes, online materials and knowledge transfer facilitated through Customer Success Manager)
- Change requests can be logged but will not be dealt with under the SLA – if found to be chargeable it will be logged internally to the accounts team and the ticket will be closed
- Support will advise on data related issues and examine data sets when issues arise but is not responsible for updating client data

Separate consultancy advice can be arranged for topics such as:

- Instruction in report writer techniques
- Instruction in the use of the product
- FleetWave administration
- System configuration and setup
- Design, writing and debugging of interfaces
- Support for custom code outside of the core Chevin applications
- Data corrections in the event of data issues in your Chevin system
- Migrations on to different servers can be offered – there is a statement of works that is standard for all migration activities. This can be arranged with your account manager / customer success manager and is a chargeable activity if Chevin is required to install FleetWave.

Changes to this Support Service Level Agreement

Chevin shall notify Customer in writing at least ten (10) business days in advance of any changes to its Support Service Level Agreement.

EXHIBIT 5

Minority and Women Owned Business Enterprise Commitment

COOK COUNTY
OFFICE OF THE
Chief Procurement
Officer

161 N. Clark
Suite 2300
Chicago, Illinois 60601

MEMORANDUM

TO: Raffi Sarrafian, Chief Procurement Officer
Office of the Chief Procurement Officer

FROM: JEANETTA CARDINE
Jeanetta Cardine, Deputy Director
Compliance Center of Excellence
Center of Business Enterprise Development

Date: August 26, 2025

RE: Contract No. 2517-02060 - Reference Contract
Fleet Management Software, Services and Maintenance
Office of the Cook County Sheriff
Reference Contract: Professional Services
Contractor: Chevin Fleet Solutions
Original Contract Value: $439,580.00
Original Contract Term: October 1, 2025 – September 30, 2028 plus two (2) one (1) year renewal options
Participation Goal: 12% MWBE

The Center of Business Enterprise Development is in receipt of the subject new reference contract and has determined a 12% MWBE participation goal was recommended. The Center of Business Enterprise Development reviewed the contract for MBE/WBE compliance with the Minority- and Women- owned Business Enterprises (MBE/WBE) Ordinance. The Contractor requested a full 12% MWBE waiver which was recommended for approval by the Waiver Review Committee and has been approved. The Center of Business Enterprise Development found the contractor responsive to the ordinance.

Full MBE/WBE Waiver Granted: Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract and the specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation.

JC/db

CC: Colleen Chambers, Office of the Cook County Sheriff
Douglas Maclean, Office of the Cook County Sheriff

Chevin Fleet Solutions LLC August 21, 2025
881 Main Street
Fitchburg, MA 01420

Re: Request for Waiver of MBE/WBE Participation Requirement
Contract: 2517-02060
Cook County Government
Attn: Colleen Chambers

To Whom it May Concern:

On behalf of **Chevin Fleet Solutions LLC**, I respectfully submit this request for a waiver of the Minority- and Women-Owned Business Enterprise (MBE/WBE) participation requirements for the above-referenced contract.

While Chevin Fleet Solutions strongly supports the objectives of the MBE/WBE program, we are requesting this waiver due to the following factors:

- Lack of sufficient qualified MBEs and/or WBEs capable of providing the highly specialized goods and services required by the contract.
- Contract specifications and requirements make it impossible or economically infeasible to divide the contract scope in a way that would allow meaningful MBE/WBE participation.
- Other relevant factors make it impractical and economically infeasible to utilize MBE/WBE firms without compromising the efficiency, cost, or technical standards required for successful performance.

We have carefully evaluated available options and determined that these constraints prevent us from meeting the participation targets for this project. It is not possible to train a local enterprise for programming or configuring of our Software because our resources and development team is physically located in-house and out of state, thus would require co0location of relevant teams, which cannot be facilitated.

Chevin Fleet Solutions remains committed to supporting MBE/WBE participation wherever feasible and will continue to evaluate and engage certified firms for future opportunities.

We respectfully request approval of this waiver for the unmet portion of the participation requirement so that the project may proceed without delay.

Thank you for your time and consideration. Please let me know if additional documentation or clarification is required to support this request.

Sincerely,

/s/ Gary Thompson
Gary Thompson
CEO, Chevin Fleet Solutions LLC

OFFICE OF THE
Chief Procurement
Officer

MBE/WBE UTILIZATION PLAN - FORM 1

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

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

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

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

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

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

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

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

MBE/WBE Firm: ____________________

Address: ____________________

E-mail: ____________________

Contact Person: ____________________ Phone: ____________________

Dollar Amount Participation: $____________________

Percent Amount of Participation: ____________________%

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

MBE/WBE Firm: ____________________

Address: ____________________

E-mail: ____________________

Contact Person: ____________________ Phone: ____________________

Dollar Amount Participation: $____________________

Percent Amount of Participation: ____________________%

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

Attach additional sheets as needed.

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

OFFICE OF THE
Chief Procurement
Officer

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: ______________________________ Certifying Agency: ______________________________

Contact Person: ______________________________ Certification Expiration Date: ______________________

Address: ______________________________ Ethnicity: ______________________________

City/State: ____________________ Zip: ____________ Bid/Proposal/Contract #: ________________________

Phone: ________________ Fax: ______________ FEIN #: ______________________________

Email: ______________________________

Participation: ☐ Direct ☐ Indirect

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

☐ No ☐ Yes – Please attach explanation. Proposed Subcontractor(s): ______________________________

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

____

____

____

____

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

____

____

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

______________________________	______________________________
Signature (*M/WBE*)	Signature (*Prime Bidder/Proposer*)
______________________________	______________________________
Print Name	Print Name
______________________________	______________________________
Firm Name	Firm Name
______________________________	______________________________
Date	Date
Subscribed and sworn before me	Subscribed and sworn before me
this ____ day of________________, 20____.	this ____ day of________________, 20____.
Notary Public ____________________________	Notary Public ____________________________
SEAL	SEAL

OFFICE OF THE
Chief Procurement
Officer

PETITION FOR PARTIAL OR FULL WAIVER – FORM 3

Bidder/Proposer: Chevin Fleet Solutions LLC

Contract No./Title: 2517-02060 / Fleet Management Software, Services and Maintenance

A. BIDDER/PROPOSER HEREBY REQUESTS:

X FULL MBE WAIVER ______ PARTIAL MBE WAIVER

X FULL WBE WAIVER ______ PARTIAL WBE WAIVER

X FULL DBE WAIVER ______ PARTIAL DBE WAIVER

B. REASON FOR PARTIAL/FULL WAIVER REQUEST:

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

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

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

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

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

GOOD FAITH EFFORT TRANSPARENCY REPORT

C. GOOD FAITH EFFORTS TO OBTAIN PARTICIPATION (attach sheets as necessary as Schedule 1)
Bidder/Proposer shall explain and detail the following Good Faith Efforts undertook to meet Cook County's contract specific goals.

1. Please attach to this form a detailed list of any and all PCEs, stating the PCE certification (MBE and/or WBE as defined by the Cook County Municipal Code) and with whom from the contacted PCEs the Bidder/Proposer engaged, contacted, and/or communicated with in the County's Market Place;
   Timelines:

   a. When the Bidder/Proposer knew of the bid;
   b. When the Bidder/Proposer contacted the PCE(s);
   c. When the Bidder/Proposer formulated its bid and utilization plan; and
   d. When was the bid request due date.

2. The number of timely attempts to contact PCEs providing the type of supplies, equipment, goods, and/or services required for the Procurement, including but not limited to;

   a. Dates of each contact attempt for each contacted PCE;
   b. Whom, if anyone, the Bidder/Proposer communicated and/or corresponded (including written, virtual, digital, electronic, and other feasible methods of communication);
   c. The number of unsuccessful attempts to communicate or correspond with PCEs; and
   d. Attach copies of all solicitations to contacted PCEs.

3. How the Bidder/Proposer proposed to divide the procurement requirements into small tasks and/or quantities into economically feasible units to promote PCE participation.

4. Whether and to what degree the requesting party will endeavor to maximize indirect participation.

5. Detailed explanation of use, if any, of the Center of Business Enterprise Development Compliance services and staff.

6. Detailed explanation of timely notification and usage of services and assistance provided by community, minority, and/or women business organizations.

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

GOOD FAITH EFFORT TRANSPARENCY REPORT

By signing below, I affirm under penalty of perjury the information provided in the Petition for Full or Partial Waiver/Good Faith Effort Transparency Report is truthful, accurate, and complete, to the best of my knowledge and capacity. I agree any finding of false, fraudulent, and/or otherwise misleading information will automatically disqualify the request for a waiver and County's Center of Business Enterprise Development reserves the right to pursue additional actions and/or remedies against the requesting Bidder/Proposer.

DocuSigned by:
592A70BEBC2243F...

Gary Thompson CEO 8/22/2025

Signature and Title of Bidder/Proposer Title Date

Cook County MBE/WBE Non-Construction Certification Reciprocal Affidavit

Firm Name ____

Address ______________________________ City______________________________

County______________________ State ____________________ Zip ________________

Phone (____)______________________ Email __________________________________

I __________________________________, ________________________________
(Authorized Representative) (Print Title)

of _________________________________ do hereby affirm:
(Name of Firm)

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

2) With respect to ___________________________, the personal net worth of the qualifying
(Name of Firm)
(51%) individual(s) does not exceed $2,767,082.23, excluding the individual's ownership interest in the M/WBE firm and the equity of the owner's primary residence, and otherwise meets the requirements of Chapter 34, Article IV of the Cook County Procurement Code. (As per Section 34-263 of the Cook County Procurement Code, an individual's personal net worth includes only his or her own Share of assets held jointly or as community/marital property with the individual's spouse.)

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

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

*Signature*______________________ *Title*______________________ *Date*____________

Subscribed and sworn to before me this _________ day of _______________/ ________
(Month) (Year)

______________________ Notary's Seal
(Notary's Signature)

My Commission Expires ______________________

PLEASE NOTE: This affidavit is good for a period of one year from the date of sworn signature. Any changes to your firm within that year may require a new form.

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 twelve percent (12%) overall.** A Bid, Quotation, or Proposal shall be rejected if the County determines that it fails to comply with this General Condition in any way, including but not limited to: (i) failing to state an enforceable commitment to achieve for this contract the identified MBE/WBE Contract goals; or (ii) failing to include a Petition for Reduction/Waiver, which states that the goals for MBE/WBE participation are not attainable despite the Bidder or Proposer Good Faith Efforts, and explains why. If a Bid, Quotation, or Proposal is rejected, then a new Bid, Quotation, or Proposal may be solicited if the public interest is served thereby.

C. To the extent that a Bid, Quotation, or Proposal includes a Petition for Reduction/Waiver that is approved by the Office of Contract Compliance, the Contract specific MBE and WBE participation goals may be achieved by the proposed Bidder or Proposer's status as an MBE or WBE; by the Bidder or Proposer's enforceable joint-venture agreement with one or more MBEs and/or WBEs; by the Bidder or Proposer entering into one or more enforceable subcontracting agreements with one or more MBE and WBE; by the Bidder or Proposer establishing and carrying out an enforceable mentor/protégé agreement with one or more MBE and WBE; by the Bidder or Proposer actively engaging the Indirect Participation of one or more MBE and WBE in other aspects of its business; or by any combination of the foregoing, so long as the Utilization Plan evidences a commitment to meet the MBE and WBE Contract goals set forth in (B) above, as approved by the Office of Contract Compliance.

D. A single Person, as defined in the Procurement Code, may not be utilized as both an MBE and a WBE on the same Contract, whether as a Consultant, Subcontractor or supplier.

E. Unless specifically waived in the Bid or Proposal Documents, this Exhibit; the Ordinance; and the policies and procedures promulgated thereunder shall govern. If there is a conflict between this Exhibit and the Ordinance or the policies and procedures, the Ordinance shall control.

F. A Consultant's failure to carry out its commitment regarding MBE and WBE participation in the course of the Contract's performance may constitute a material breach of the Contract. If such breach is not appropriately cured, it may result in withholding of payments under the Contract, contractual penalties, disqualification and any other remedy provided for in Division 4 of the Procurement Code at law or in equity.

II. REQUIRED BID OR PROPOSAL SUBMITTALS

A Bidder or Proposer shall document its commitment to meeting the Contract specific MBE and WBE participation goals by submitting a Utilization Plan with the Bid or Proposal. The Utilization Plan shall include (1) one or more Letter(s) of Intent from the relevant MBE and WBE firms; and (2) current Letters of Certification as an MBE or WBE. Alternatively, the Bidder or Proposer shall submit (1) a written Petition for Reduction/Waiver with the Bid, Quotation or Proposal, which documents its preceding Good Faith Efforts and an explanation of its inability to meet the goals for MBE and WBE participation. The Utilization Plan shall be submitted at the time that the bid or proposal is due. **Failure to include a Utilization Plan will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

A. MBE/WBE Utilization Plan

Each Bid or Proposal shall include a complete Utilization Plan, as set forth on Form 1 of the M/WBE Compliance Forms. The Utilization Plan shall include the name(s), mailing address, email address, and telephone number of the principal contact person of the relevant MBE and WBE firms. If the Bidder or Proposer submits a Bid or Proposal, and any of their subconsultants, suppliers or consultants, are certified MBE or WBE firms, they shall be identified as an MBE or WBE within the Utilization Plan.

1. Letter(s) of Intent

Except as set forth below, a Bid or Proposal shall include, as part of the Utilization Plan, one or more Letter(s) of Intent, as set forth on Form 2 of the M/WBE Compliance Forms, executed by each MBE and WBE and the Bidder or Proposer. The Letter(s) of Intent will be used to confirm that each MBE and WBE shall perform work as a Subcontractor, supplier, joint venture, or consultant on the Contract. Each Letter of Intent shall indicate whether and the degree to which the MBE or WBE will provide goods or services directly or indirectly during the term of the Contract. The box for direct participation shall be marked if the proposed MBE or WBE will provide goods or services directly related to the scope of the Contract. The box for Indirect participation shall be marked if the proposed MBE or WBE will not be directly involved in the Contract but will be utilized by the Bidder or Proposer for other services not related to the Contract. Indirect Participation shall not be counted toward the participation goal. Each Letter of Intent shall accurately detail the work to be performed by the relevant MBE or WBE firm, the agreed dollar amount, the percentage of work, and the terms of payment.

Failure to include Letter(s) of Intent will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

All Bids and Proposals must conform to the commitments made in the corresponding Letter(s) of Intent, as may be amended through change orders.

The Contract Compliance Director may at any time request supplemental information regarding Letter(s) of Intent, and such information shall be furnished if the corresponding Bid or Proposal is to be deemed responsive.

2. Letter(s) of Certification

Only current Letter(s) of Certification from one of the following entities may be accepted as proof of certification for MBE/WBE status, provided that Cook County's requirements for certification are met:

- County of Cook
- City of Chicago

Persons that are currently certified by the City of Chicago in any area other than Construction/Public Works shall also complete and submit a MBE/WBE Reciprocal Certification Affidavit along with a current letter of certification from the City of Chicago. This Affidavit form can be downloaded from www.cookcountyil.gov/contractcompliance.

The Contract Compliance Director may reject the certification of any MBE or WBE on the ground that it does not meet the requirements of the Ordinance, or the policies and rules promulgated thereunder.

3. Joint Venture Affidavit

In the event a Bid or Proposal achieves MBE and/or WBE participation through a Joint Venture, the Bid or Proposal shall include the required Joint Venture Affidavit, which can be downloaded from www.cookcountyil.gov/contractcompliance. The Joint Venture Affidavit shall be submitted with the Bid or Proposal, along with current Letter(s) of Certification.

B. Petition for Reduction/Waiver

In the event a Bid or Proposal does not meet the Contract specific goals for MBE and WBE participation, the Bid or Proposal shall include a Petition for Reduction/Waiver, as set forth on Form 3. The Petition for Reduction/Waiver shall be supported by sufficient evidence and documentation to demonstrate the Bidder or Proposer's Good Faith Efforts in attempting to achieve the applicable MBE and WBE goals, and its inability to do so despite its Good Faith Efforts.

Failure to include Petition for Reduction/Waiver will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

III. REDUCTION/WAIVER OF MBE/WBE GOALS

A. Granting or Denying a Reduction/Waiver Request.

1. The adequacy of the Good Faith Efforts to utilize MBE and WBE firms in a Bid or Proposal will be evaluated by the CCD under such conditions as are set forth in the Ordinance, the policies and rules promulgated thereunder, and in the "Petition for Reduction/Waiver of MBE/WBE Participation Goals" – Form 3 of the M/WBE Compliance Forms.

2. With respect to a Petition for Reduction/Waiver, the sufficiency or insufficiency of a Bidder or Proposer's Good Faith Efforts shall be evaluated by the CCD as of the date upon which the corresponding Bid or Proposal was due.

3. The Contract Compliance Director or his or her duly authorized Waiver Committee may grant or deny the Petition for Reduction/Waiver based upon factors including but not limited to: (a) whether sufficient qualified MBE and WBE firms are unavailable despite good faith efforts on the part of the Bidder or Proposer; (b) the degree to which specifications and the reasonable and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract into sufficiently small tasks or quantities so as to enable the Bidder or Proposer to utilize MBE and WBE firms in accordance with the applicable goals; (c) the degree to which the prices or prices required by any potential MBE or WBE are more that 10% above competitive levels; and (d) such other factors as are determined relevant by the Contract Compliance Director or the duly authorized Waiver Committee.

4. If the Contract Compliance Director or the duly authorized Waiver Committee determines that the Bidder or Proposer has not demonstrated sufficient Good Faith Efforts to meet the applicable MBE and WBE goals, the Contract Compliance Director or the duly authorized Waiver Committee may deny a Petition for Reduction/Waiver, declare the Bid or Proposal non-responsive, and recommend rejection of the Bid, Quotation, or Proposal.

IV. CHANGES IN CONSULTANT'S UTILIZATION PLAN

A. A Consultant, during its performance of the Contract, may not change the original MBE or WBE commitments specified in the relevant Utilization Plan, including but not limited to, terminating a MBE or WBE Contract, reducing the scope of the work to be performed by a MBE/WBE, or decreasing the price to a MBE/WBE, except as otherwise provided by the Ordinance and according to the policies and procedures promulgated thereunder.

B. Where a Person listed under the Contract was previously considered to be a MBE or WBE but is later found not to be, or work is found not to be creditable toward the MBE or WBE goals as stated in the Utilization Plan, the Consultant shall seek to discharge the disqualified enterprise, upon proper written notification to the Contract Compliance Director, and make every effort to identify and engage a qualified MBE or WBE as its replacement. Failure to obtain an MBE or WBE replacement within 30 business days of the Contract Compliance Director's written approval of the removal of a purported MBE or WBE may result in the termination of the Contract or the imposition of such remedy authorized by the Ordinance, unless a written Petition for Reduction/Waiver is granted allowing the Consultant to award the work to a Person that is not certified as an MBE or WBE.

V. NON-COMPLIANCE

If the CCD determines that the Consultant has failed to comply with its contractual commitments or any portion of the Ordinance, the policies and procedures promulgated thereunder, or this Exhibit, the Contract Compliance Director shall notify the Consultant of such determination and may take any and all appropriate actions as set forth in the Ordinance or the policies and procedures promulgated thereunder which includes but is not limited to disqualification, penalties, withholding of payments or other remedies in law or equity.

VI. REPORTING/RECORD-KEEPING REQUIREMENTS

The Consultant shall comply with the reporting and record-keeping requirements in the manner and time established by the Ordinance, the policies and procedure promulgated thereunder, and the Contract Compliance Director. Failure to comply with such reporting and record-keeping requirements may result in a declaration of Contract default. Upon award of a Contract, a Consultant shall acquire and utilize all Cook County reporting and record-keeping forms and methods which are made available by the Office of Contract Compliance. MBE and WBE firms shall be required to verify payments made by and received from the prime Consultant.

VII. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant other legal Equal Employment Opportunity and Civil Rights requirements that relate to Consultant and Subcontractor obligations.

Any questions regarding this section should be directed to:
Cook County
161 N. Clark Street, Suite 2300
Chicago, IL 60601
(312) 603-5502

EXHIBIT 6

Evidence of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/08/2025

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

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

PRODUCER
Marsh Canada Limited
120 Bremner Blvd., Suite 800 Attn: Canada.Certrequest@marsh.com
Toronto, ON, M5J 0A8

CN102165922-sndrd-GAWUP-25-26 Volari

CONTACT NAME: _
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federal Insurance Company	20281
INSURER B : ACE American Insurance Company	22667
INSURER C : XL Specialty Insurance Company	37885
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Chevin Fleet Solutions LLC
PO Box 2203,
Fitchburg, MA 01420

COVERAGES **CERTIFICATE NUMBER:** HOU-004248568-05 **REVISION NUMBER:** 11

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY; CLAIMS-MADE; X OCCUR; GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY; PRO-JECT; LOC; OTHER:			9950-48-39 EUC	09/27/2025	09/27/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 25,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
A	AUTOMOBILE LIABILITY; X ANY AUTO; X OWNED AUTOS ONLY; X SCHEDULED AUTOS; X HIRED AUTOS ONLY; X NON-OWNED AUTOS ONLY			7360-03-97	09/27/2025	09/27/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB; X OCCUR; EXCESS LIAB; CLAIMS-MADE; DED; RETENTION $			9365-24-30	09/27/2025	09/27/2026	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N; ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		71764342	09/27/2025	09/27/2026	X PER STATUTE; OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional Liability; Tech E&O & Cyber			US00158150EO25A	09/27/2025	09/27/2026	Limit	1,000,000
							SIR	2,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Cook County, its employees, elected officials, agents or representatives are included as additional insured where required by written contract with respect to general liability and auto liability. The General Liability and Auto Liability insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions. Contractual Liability is included in General Liability subject to policy terms and conditions. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions with respect to General Liability, Auto Liability and Worker's Compensation.

CERTIFICATE HOLDER
Cook County Government
161 N.Clark Street, Suite 2300
Chicago, IL 60601

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

AUTHORIZED REPRESENTATIVE
of Marsh USA LLC

Marsh USA LLC

EXHIBIT 7

Board Authorization

Board of Commissioners of Cook County

118 North Clark Street
Chicago, IL

Legislation Details

File #:	25-3597 **Version:** 1	**Name:**	Chevin Fleet Solutions - Fleet Management New Contract
Type:	Contract	**Status:**	Approved
File created:	8/21/2025	**In control:**	Board of Commissioners
On agenda:	9/18/2025	**Final action:**	9/18/2025

Title: PROPOSED CONTRACT

Department(s): Cook County Sheriff's Office

Vendor: Chevin Fleet Solutions, LLC, Fitchburg, Massachusetts

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

Good(s) or Service(s): Fleet Management Software, Services and Maintenance

Contract Value: Initial Contract Term: $439,580.00; First Renewal Period: $75,960.00; Second Renewal Period: $75,960.00

Contract period: 10/1/2025 - 9/30/2028, with two (2), one-year renewal options

Contract Utilization: The Vendor has met the Minority- and Women-owned Business Enterprise Ordinance Via: Full MWBE Waiver.

Potential Fiscal Year Budget Impact: FY 2025 $24,420.00, FY 2026 $146,520.00, FY 2027 $146,520.00, FY2028 $122,120.00

Accounts: 11100.1217.15050.540135 (Maintenance & Repair of Data Processing Equipment)

Contract Number(s): 2517-02060

Summary: The Cook County Sheriff's Office is requesting the Chief Procurement Office to enter into and execute a contract with Chevin Fleet Solutions, LLC, Fitchburg, Massachusetts, to provide Fleet Management Software, Service and Maintenance.

This contract will allow the Cook County Sheriff's Office and Other County agencies to view vehicle - specific info, including acquisition date, mileage, maintenance records to manage their respective vehicle fleets effectively and efficiently.

This is a Comparable Government Procurement pursuant to Section 34-140 of the Cook County Procurement Code. Chevin Fleet Solutions was previously awarded a contract by the Commonwealth of Massachusetts through a Request for Response (RFR). Cook County wishes to leverage this procurement effort.

Sponsors:

Indexes: THOMAS J. DART, Sheriff of Cook County

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
9/18/2025	1	Board of Commissioners	approve	Pass

EXHIBIT 8

Identification of Subcontractors/Suppliers/Subconsultants

Contract #: 2517-02060

OCPO ONLY:
☐ Disqualification
☐ Check Complete

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

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.: 2517-02060	Date: August 22, 2025
Total Bid or Proposal Amount: $439,580	Contract Title: Fleet Management Software, Services and Mainter
Contractor: Chevin Fleet Solutions LLC	Subcontractor/Supplier/ Subconsultant to be added or substitute: N/A
Authorized Contact for Contractor: Heather Irving	Authorized Contact for Subcontractor/Supplier/ Subconsultant:
Email Address (Contractor): Heather.Irving@chevinfleet.com	Email Address (Subcontractor):
Company Address (Contractor): 881 Main Street	Company Address (Subcontractor):
City, State and Zip (Contractor): Fitchburg, MA 01420	City, State and Zip (Subcontractor):
Telephone and Fax (Contractor): 978-540-9970	Telephone and Fax (Subcontractor):
Estimated Start and Completion Dates (Contractor): 10/1/2025 - 9/30/2028	Estimated Start and Completion Dates (Subcontractor):

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

Description of Services or Supplies	**Total Price of Subcontract for Services or Supplies**
N/A	N/A

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.**

Chevin Fleet Solutions LLC

Contractor

Gary Thompson

Name

CEO

Title

DocuSigned by:

992A70BEBC224SF...

8/25/2025

Prime Contractor Signature   Date

EXHIBIT 9

Electronic Payables Program (“E-Payables”)

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 St, Suite 1900, 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 10

Cook County Travel Policy

<table>
<tr><td colspan="2"></td><td colspan="2">COOK COUNTY BUREAU OF FINANCE</td></tr>
<tr><td colspan="3">POLICY TITLE: EMPLOYEE AND OFFICIAL BUSINESS AND TRAVEL EXPENSE REIMBURSEMENT POLICY</td><td>Applicable Forms may be found at: https://www.cookcountyil.gov/service/travel-and-business-expenses-policy-and-procedures</td></tr>
<tr><td>Effective: April 28, 2025</td><td colspan="2">Supersedes: February 12, 2024</td><td>Page 1 of 21</td></tr>
</table>

I. GENERAL PROVISIONS

A. Overview

Applicable law provides that Employees and Officials are entitled to reimbursement for certain business and travel expenses.[1] This policy sets forth the business and travel expense reimbursement policy for the County of Cook ("County"), and it establishes guidelines for the reimbursement of authorized and Necessary Business Expenses incurred on behalf of the County. The County will not reimburse Employees and Officials for expenditures that do not comply with the provisions of this policy.

B. Purpose

The purpose of this policy is to provide guidelines for the payment of authorized and Necessary Business Expenses that cannot be obtained using the methods provided in the Cook County Procurement Code, and to enable Employees and Officials to successfully execute their Local and Non-local travel requirements at the lowest reasonable costs, resulting in the best value for the County. The Chief Financial Officer (or designee) may be contacted for clarification as needed.

C. Intent

This policy is intended to be interpreted consistent with and subject to applicable law and other related County policies. *See* Related Policies below. It supersedes all previous policies and/or memoranda that may have been issued from time to time on subjects covered in this policy or other policies that may contain provisions related to reimbursement for business and travel expenses. This policy is not intended for tuition reimbursement. See Related Policies. This policy is not intended to supersede or limit the County from enforcing programs or provisions in any applicable collective bargaining agreement.

D. Severability

If any section or provision of this document should be held invalid by operation of law, none of the remainder shall be affected.

[1] *See* Illinois Wage Payment and Collection Act, 820 ILCS 115/9.5.

E. **Jurisdiction**

The Cook County Chief Financial Officer, in consultation with the Director of Budget and Management Services ("Budget") and the Comptroller are authorized to develop and issue policies and procedures for business and travel expense reimbursement.

F. **Areas Affected**

This policy and the procedures associated with this policy applies to all elected and appointed Officials and Employees in departments, offices, institutions or agencies of the County, including but not limited to the offices and departments under the jurisdiction of the County Board President, the Board of Commissioners, Cook County State's Attorney, Cook County Sheriff, Cook County Public Defender, Clerk of the Circuit Court of Cook County, Cook County Treasurer, Cook County Clerk, Cook County Assessor, Chief Judge of the Circuit Court of Cook County, Board of Review, the Office of the Independent Inspector General, the Cook County Land Bank Authority ("Land Bank Authority"), Veteran Assistance Commission of Cook County, and the Public Administrator (hereinafter, "Agencies" or "Agency") who incur Necessary Business Expenses while conducting official business on behalf of the County.

G. **Nondiscrimination**

Cook County prohibits the discriminatory application, implementation, or enforcement of any provision of this policy based on race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, source of income, gender identity or housing status, or any other protected category established by law, statute, or ordinance.

H. **Definitions**

For purposes of this policy, the following terms shall be given the following meanings as set forth below:

Affidavit for Lost Receipts means the form submitted by the Employee or Official to request reimbursement of eligible Necessary Business Expenses when itemized receipts are not available due to being lost or stolen.

Agency or Agencies means offices and departments under the jurisdiction of the County Board President, the Board of Commissioners, Cook County State's Attorney, Cook County Sheriff, Cook County Public Defender, Clerk of the Circuit Court of Cook County, Cook County Treasurer, Cook County Clerk, Cook

County Assessor, Chief Judge of the Circuit Court of Cook County, Board of Review, the Office of the Independent Inspector General, the Cook County Land Bank Authority, Veterans Assistance Commission of Cook County, and the Public Administrator.

Alternative Worksite means an employee's work location other than the County employee's Official Worksite. This definition may include an Employee or Official's residence when telecommuting or may include the location of a field assignment or 3rd party meeting in certain circumstances.

Appropriate Authorizing Party (or designee) means the Employee or Official authorized to commit County resources and to preapprove expenses for purposes of reimbursement and to approve reimbursements under this policy, per section (J)(1)(c) below.

Appropriated Funds or Funding means money allocated by legislation passed by the Cook County Board of Commissioners and signed by the President of the Board of Commissioners, whether from an annual appropriation, multi-year appropriation, appropriated user fee, mandatory appropriation, or reimbursements from such appropriations, etc.

Expense Report (or ER) means the reimbursement form submitted by the Employee or Official to the Appropriate Approving Party for authorization of expense reimbursement.

Common carrier means Non-local travel by airplane, train (i.e., Amtrak, or similar), bus (i.e., Greyhound, or similar).

Commuting means travel between the Official's or Employee's residence and the Official's or Employee's Official Worksite.

County means Cook County.

County vehicle means travel by pool fleet or similar.

Employee means an individual employed by an Agency.

Local travel means travel within a 60-mile radius from the Official's or Employee's Official Worksite, for official County business.

Necessary Business Expenses mean authorized out-of-pocket expenses or losses that are incurred by the Official or Employee in the discharge of employment or official duties, that inure to the primary benefit of the County and can't be procured under the County's Procurement Code or Direct Pay Policy. The County will not be responsible for losses or expenses incurred due to an Employee's or Official's own negligence, losses due to normal wear, or losses due to theft unless the theft was due to the County's negligence.

Non-local travel means travel in excess of a 60-mile radius from the Official's or Employee's Official Worksite, for official County business.

Official Worksite means the worksite to which the Official or Employee is typically assigned.

Personal leased vehicle means travel by a leased vehicle, or similar, that is not a vehicle that is leased by the County as part of the County's fleet.

Personally owned or Personal vehicle means travel by a vehicle that is personally owned by the Employee, Official, or similar.

Pre-Authorization Form means the form submitted by the Requester seeking reimbursement for a Necessary Business Expense.

Public transportation means local travel by CTA, Pace, Metra, or similar.

Rental Car means travel by vehicle hired from a car rental agency for a short period of time during Non-local official County business.

Requester means the Employee or Official seeking reimbursement.

Ride share or *ride sharing* means travel by Taxi, Shuttle, Lyft, Uber, Divvy, Zip Car, or similar.

Transportation Expense Voucher means a mileage reimbursement voucher for authorized use of personally owned vehicles in the conduct of official County business.

I. Responsibilities of Employees, Management, and County Officials

Employees and Officials requesting Necessary Business Expense reimbursements are responsible for ensuring that the reimbursement request is truthful and accurate, complies with all applicable policies, is properly authorized before the expense is incurred, and is supported by the required receipts and documentation. Strict conformance with this policy is required to ensure eligibility for reimbursement when incurring expenses on behalf of the County and/or requesting expense reimbursements. Fraudulent or improper submissions for reimbursement may lead to disciplinary action or ethics fines/penalties. In addition, using or attempting to use this expense reimbursement policy when an Employee or Official should be using the Procurement Code process to purchase items or services on behalf of the County may lead to the expense being ineligible for reimbursement.

Moreover, any Employee or Official who receives an unauthorized or an erroneously issued reimbursement payment from the County, must immediately return such payment within thirty (30) days from the time the Employee or Official has become aware of the unauthorized or erroneous reimbursement or notice from the Comptroller's Office or the Budget Office. Failure to comply with this provision will result in disciplinary or other appropriate action depending on the Employee(s) or Officials(s) involved and the specific circumstances. In the event repayment is made by an Employee or Official through payroll deduction, the Comptroller's Office will handle in accordance with its procedures for payroll deductions.

Strict adherence to the County's Code of Ethical Conduct and Office of the Independent Inspector General Ordinance is required. Expenditures that do not comply with the County's Ethics Ordinance or Office of the Independent Inspector General Ordinance and this policy shall be denied and may be referred to the Board of Ethics or Inspector General for investigation. For example, expenditures made in connection with "prohibited political activity," as defined in section 2-562 of the Cook County Code, shall not be reimbursed.

Each Appropriate Authorizing Party is responsible for ensuring that all expenditures made on behalf of the County comply with all applicable policies. Additionally, each Appropriate Authorizing Party is accountable for the appropriate use of County funds and must verify that all Necessary Business Expenses are budgeted and charged to the proper account(s). In addition, before approving any expense reimbursement, the Authorizing Party must ensure that the requesting Employee or Official received pre-authorization to incur the expense where required, the expense is legitimate, properly documented, and, if proper procedures are not followed, not approving the reimbursement request. Failure to adhere to these obligations may result in appropriate corrective action, including but not limited to disciplinary action, depending on the Employees(s) or Official(s) involved and the specific circumstances.

The Chief Financial Officer has designated the Director of Budget and Management Services to monitor County practices to ensure compliance with, and answer questions concerning, the information presented in this policy.

J. **Policy and Procedures**

General. The County has a fiduciary responsibility to ensure County resources are used responsibly and that Employees and Officials do not incur inappropriate or excessive expenses or gain financially from the County. Necessary Business Expenses will be reimbursed in accordance with IRS guidelines and with the provisions of this policy, provided there is sufficient funding for this purpose in the Department's budget and doing so would not circumvent the Cook County Procurement Code. A Necessary Business Expense must have a clear and legitimate business purpose. All out of country travel-related expenditures will conform to the IRS guidelines and the U.S. General Services Administration whenever possible. See, https://www.gsa.gov/travel-resources. Where compliance with IRS and the U.S. General Services Administration guidelines cannot be met, approval of such expense must be documented by the Appropriate Authorizing Party. Excessive costs or unjustifiable costs are not acceptable and will not be reimbursed.

1. Appropriated Funding. Expenditures shall be charged to the appropriate account of the department incurring the expense, as designated in the department's annual appropriation.

2. Grant requirements. Expenditures connected to and/or funded by a grant award (or other financial awards) shall be made in accordance with the grantor's requirements, and reimbursement will be made at the rate specified by the grant (or other financial award), or if no specified rate, at the County's rate defined by this policy.

3. Appropriate Authorizing Party. Necessary Business Expenses using the Pre-Authorization Form must be submitted for pre-authorization, unless otherwise specified under section IV.B of the policy, to the Requester's:

   (a) Department Head or managing supervisor, if requested by an Employee within the Department except where the Bureau Chief has indicated by internal memo or policy that Bureau Chief approval is required;

(b) Bureau Chief, if requested by a Department Head;

(c) Chief of Staff, if requested by a Bureau Chief;

(d) Employing Official, if requested by a Chief of Staff or

(e) where there is no person in a higher-level position within the Requester's organizational chart to authorize the expense, such as an Official, the reimbursement request shall be referred to the Agency's Chief of Staff, where applicable or the Budget Director if the Agency does not employ a Chief of Staff for pre-authorization.

Individuals are strictly prohibited from authorizing their own requests to incur and be reimbursed for a Necessary Business Expense. The Appropriate Authorizing Party must confirm there is available funding in the Agency's appropriated annual budget prior to approving the Pre-Authorization Form.

4. The reimbursement request shall be submitted in a form or manner established by the Budget Director (i.e., Expense Report) upon review and approval of the Appropriate Authorizing Party or their designee.

II. INELIGIBLE EXPENSES

The following expenses are not Necessary Business Expenses and shall not be reimbursed under this policy:

A. Expenditures made in connection with "prohibited political activity," as defined in section 2-562 of the Cook County Code or that violate the Ethics Code, 2-560 et. seq.;

B. Expenses incurred without proper pre-authorization unless otherwise approved in writing by the Appropriate Authorizing Party;

C. Expenses incurred in excess of the allowable limits in this policy unless otherwise approved in writing by the Appropriate Authorizing Party as set forth herein;

D. Expenses for leasing or purchasing items for workspace/office, such as furniture, technology equipment, computer hardware or software, cell phones, electronic services or support, or decorative items. To the extent that items, furniture, technology equipment, computer hardware or software, and/or equipment are needed because of or based on an ADA reasonable accommodation request, please refer to the Agency Reasonable Accommodation Policy for Employees and Applicants with Disabilities.

E. Expenses incurred in connection with normal commuting between home and work, including but not limited to mileage, parking, and toll expenses;

F. Expenses for personal meals or other food or drink items while remaining local and not traveling overnight on official business;

G. Traffic citations, parking tickets, and other fines, fees, penalties, or costs related to parking or moving violations;

H. Lost or stolen cash or personal property;

I. Monthly payments for leasing personal vehicles, except payments for vehicles leased by an Official for both business and personal use (with reimbursement amount limited to the portion expended for business use) in accordance with Cook County Ordinance Section 34-40 and approved by the Appropriate Authorizing Party;

J. Personal calls;

K. Personal items, including but not limited to toiletries, luggage, clothing, medications, appliances, and decorative items;

L. Personal entertainment items, including but not limited to, magazines, books, movie rentals, and event tickets (sporting, theater, musical, etc.), and/or recreational activities;

M. Alcoholic beverages, tobacco products or controlled substances;

N. Food, except as permitted pursuant to Sections III.A. and III.B. below;

O. Sponsorships or donations;

P. Appliances (e.g. microwaves, refrigerators, toasters);

Q. Sporting goods;

R. Flowers, gift cards, and gifts, or similar types of costs;

S. Credit card or other late fees due to the Employee's or Official's actions;

T. Charges related to modifications to travel arrangements, including but not limited to itinerary changes or cancellations, unless such change or cancellation is based on an exigent circumstance not within the Employee's or Official's own making and for which the Employee or Official is unable to receive a reimbursement or credit against the travel arrangement;

U. Convenience fees, including but not limited to, early check-in, late check-out, and TSA pre-check;

V. Hotel incidentals, such as, but not limited to, room upgrades, room service, health club fees, in-room entertainment fees, and laundry fees;

W. Flight insurance or other supplemental travel insurance;

X. Guest travel costs and expenses;

Y. International travel, without written pre-authorization from the Appropriate Authorizing Party and the Budget Director, as applicable;

Z. Personal portions of a trip combined with business travel, including but not limited to extended stays and travel to/from other destination(s);

AA. Upgrades, including but not limited to, special "club" floors or access, seat or cabin upgrades, premium fuel, premium rides, valet parking; and,

BB. Expenses without required proof of payments;

CC. Other expenses of a purely personal nature and not listed as reimbursable in these guidelines.

III. ELIGIBLE REIMBURSABLE NECESSARY BUSINESS EXPENSES

The following expenses are considered Necessary Business Expenses that are eligible for reimbursement contingent on compliance with this policy.

A. Food Supplies

Appropriated Funds shall not be used to purchase food, except in the following limited circumstances. The department incurring costs shall provide supporting details as required by the Budget Director to request reimbursements.

1. Ceremonial Events: The use of Appropriated Funds to provide light refreshments, such as snacks and beverages, at County sponsored, public facing ceremonial events when it has been determined that such food would materially enhance the event in furtherance of the objectives of the event is permissible. Departments may host Ceremonial events no more than quarterly and the cost of any such event is limited to $20 per person.

2. Budget Hearings and Board Meetings: The use of Appropriated Funds by the Secretary to the Board to provide food for Officials and Employees actively participating in budget hearings or board meetings, to facilitate the efficient and timely resolution of such hearings before the Board of Commissioners, is permissible.

3. Community Events: The use of Appropriated Funds to provide light refreshments, such as snacks and beverages, at County sponsored community engagement events when it has been determined that such food would materially enhance public participation in furtherance of the objectives of the event is permissible. The food and beverages cost shall be limited to **approximately** $20.00 per person.

4. Employee Morale Events. The use of Appropriated Funds to provide light refreshments, such as snacks and beverages or to provide lunch, for Officials and/or Employees scheduled to boost Employee morale or in recognition of Employees when it has determined by the hosting Agency that such food would materially enhance participation and boost morale in furtherance of the objectives of the event is permissible. Departments may host employee morale events no more than twice per year and the cost of any such event is limited to $20 per person.

5. Trainings: The use of Appropriated Funds to provide light refreshments, such as snacks and beverages for training events, or meals at full-day or after hour training events hosted by an Agency is permissible. The cost of such refreshments and beverages shall be limited to $20 per person.

B. Registration Fees

Registration fees for non-County government conferences, meetings, seminars, training sessions, professional development, continuing education related to professional licensing requirements or similar events may be reimbursed. Reimbursements may include the cost of any food included in the registration fee. Every effort should be made to take advantage of early registration or group rate discounts. Employees and Officials must execute their registration in accordance with Section IV. below.

C. Professional Licensing Fees and Certifications

Licensing, registration or certification fees that are related to and required by federal, state or local statutes and ordinances that are required as a condition of being hired and holding an employee's position may be reimbursed. Employees and Officials must execute reimbursements for such requests in accordance with Section IV. below.

D. Travel Expenses

In order for an Employee or Official to be eligible for reimbursement for travel expenses, all travel for official County business should be prudently planned so that the County's best interests are served at the most reasonable cost considering travel time and work requirements. Employees and Officials should make best efforts to execute their Local and Non-local travel requirements at the lowest reasonable costs to the County by purchasing ticket(s) in advance, searching for lowest prices, requesting the government rate where available or utilizing a travel agent, etc. The requesting departments are encouraged to utilize the appropriate procurement method such as use of travel agencies and e-payable options, before considering incurring costs out of pocket.

1. Types of Travel that are Eligible for Reimbursement. The County recognizes the following activities as appropriate travel purposes for official County business:

   (a) Delivery of legislative testimony or address legislative agenda;

   (b) As a stipulation or condition of grant funding or otherwise required for County or federal certification;

   (c) Presentation on behalf of the County at a conference, meeting, seminar, training session, or similar;

(d) Financial or tax audit;

(e) Site visit or operational evaluation related to Agency improvement efforts;

(f) Court proceeding or case preparation, where the Employee is appearing on behalf of the County or the Employee needs to engage in witness preparation, investigation or take depositions.

(g) Law enforcement, building and zoning, revenue, ethics, environmental, medical examiner or other investigation approved by the Appropriate Authorizing Party; and

(h) Attendance at a conference, meeting, seminar, training session, or similar, provided that the topic is of critical interest to the County; representation at the event is in the best interest of the County; and the topic is related to an Employee's or Official's professional development. Agencies should attempt to limit the number of attendees by event.

2. Modes of Local Travel. Authorized modes of transportation for Local Travel include: (1) public transportation; (2) County vehicles; (3) taxi, ride sharing; and (4) Personally owned or Leased vehicles (approved by the Appropriate Authorizing Party).

3. Modes of Non-local Travel. Authorized modes of transportation for Non-local travel include County vehicles, Personally owned or Leased vehicles if approved by the Appropriate Authorizing Party, Rental Car, and Common Carriers.

4. General rule for travel. Travel expenses are eligible for reimbursement provided that the least expensive mode of transportation is used, considering travel time, cost, and work requirements unless otherwise approved by the Appropriate Authorizing Party. Please note that employees who receive a stipend are not eligible for mileage reimbursement.

5. Eligible Local Transportation Reimbursable Expenses: Local travel that is performed for official County business may be permissible if authorized by the Appropriate Approving Party.

(a) *Travel by County vehicle*. When the Employee or Official uses a County vehicle, only fuel, parking, and toll expenses are eligible for reimbursement.

(b) *Travel by taxi or ride share*. When the Employee or Official uses a taxi or ride sharing company, the total metered fare (including surcharges and fees) is eligible for reimbursement. Tipping on taxis or ride sharing may not exceed $2.00, or 20% of the metered fare, whichever amount is greater.

(c) *Travel by Personal vehicle*. When the Employee or Official uses a Personal vehicle per the approval of the Appropriate Authorizing Party, only mileage, parking, and toll expenses are eligible for reimbursement. Mileage reimbursement for County business is limited to the current standard IRS deduction rate for business related transportation currently in effect and authorized by the Bureau of Finance. The mileage must be supported by detailed mileage logs including date(s) of travel, number of miles driven, locations traveled to and from, and business purpose. Mileage requested to be reimbursed may be calculated using the County's Transportation Expense Voucher System (TEVS; https://apps.cookcountyil.gov/voucher/public/) or other platform that allows mileage calculation (e.g., Google Map). The voucher or other proof of calculated mileage (i.e. Google Maps) shall be submitted along with the Expense Report to the Appropriate Authorizing Party.

i. Normal commute is not eligible for mileage reimbursement. However, if the mileage to an Alternative Worksite is greater than the normal commute to and from the Official Worksite, then the Employee or Official is entitled to reimbursement for mileage in excess, of their normal commute.

ii. On approved Telecommuting days, consistent with the Policy, an employee may be reimbursed for the distance traveled from their home to the Alternative Worksite, but must deduct their normal commute from the total milage. For example, an employee's normal commute is 15 miles. Should the employee be required to report to a site on a telecommuting day, any distance above the employees' normal commutable distance (e.g., 15 miles) can be reimbursed for the initial commute from their home to work location, or for their commute home from their final work location. Should travel be required between multiple locations during the day, the entire amount between the first location (away from home) and final work location (away from home) can be reimbursed.

iii. The IRS per-mile rate is generally established annually (but may be subject to a mid-year increase) and covers the total cost of operating a personally owned vehicle for Local Travel, including such items as gasoline, oil, maintenance, repairs, etc.

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

(d) *Local Public Transportation.* When the Employee or Official uses local public transportation, such as Chicago Transit Authority (CTA) buses and trains, for a local travel performed for the County's official business, the total cost is eligible for reimbursements. Itemized receipts are not required for the total cost of less than $10.00 per day.

6. Eligible Non-Local Transportation Reimbursable Expenses: Non-Local Travel that is performed for official County business may be permissible if authorized by the Appropriate Approving Party.

(a) *Travel by Personal vehicle*. When the Employee or Official uses a Personal vehicle per the approval of the Appropriate Authorizing Party, only mileage, parking, and toll expenses are eligible for reimbursement. Mileage reimbursement for County business is limited to the current standard IRS deduction rate for business related transportation currently in effect and authorized by the Bureau of Finance. The mileage must be supported by detailed mileage logs including date(s) of travel, number of miles driven, locations traveled to and from, and business purpose. Mileage requested to be reimbursed may be calculated using the mileage calculator in the Transportation Expense Voucher System (TEVS) or other platform that allows mileage calculation (e.g., Google Map).This documentation shall be attached to the Expense Report and submitted to the Appropriate Authorizing Party.

The IRS per-mile rate is generally established annually (but may be subject to a mid-year increase) and covers the total cost of operating a personally owned vehicle for Non-local Travel, including such items as gasoline, oil, maintenance, repairs, etc. The mileage reimbursement per trip may not exceed the cost of the lowest available non-stop, roundtrip airfare to/from the destination. The Employee or

Official must carry liability and property damage insurance for business use of their Personal or Personally leased vehicle.

(b) *Travel by Rental Car*. Travel by Rental Car is limited to Non-local travel requiring an overnight stay and must be supported by an itemized receipt which lists the date, time, location of the rental, rental rate, and vehicle class. The choice of vehicle class must be reasonable based on the circumstances. When the Employee or Official uses a rental car, only daily rental rates, taxes, surcharges, car rental insurance, fuel, parking, and toll expenses are eligible for reimbursement.

(c) *Travel by Common Carrier*. Travel by common carrier is limited to Non-local travel requiring an overnight stay and must be supported by itemized receipts which list the traveler's name, the date, time, point of origin and destination, fare class purchased, and any other related costs for each leg of the trip. When the Employee or Official uses a common carrier, only the fare, taxes, surcharges, and any standard baggage fees are eligible for reimbursement. The fare reimbursement will be based on the most economical fare available that meets the requirements of the Employee's or Official's agenda.

(d) *International travel*. All international travel is subject to pre-authorization by the Appropriate Authorizing Party and Budget Director. Employee's and Official's shall convert all foreign expenses to U.S. currency at the exchange rate applicable when the expense was paid and reflect the expenses incurred in U.S. dollars on the Expense Report . Official documentation of the exchange rate(s) applied to the expenses incurred, published at https://www1.oanda.com/currency/converter/ must accompany all receipts.

(e) *Meal and incidental expense reimbursement*. Meal and incidental expense reimbursements are limited to Non-local travel requiring an overnight stay. The employee or Official on non-local overnight business necessary travel will be reimbursed up to the federal travel allowance for meals and incidental expenses, including taxes and gratuity published by the General Services Administration (GSA) at https://www.gsa.gov/travel/plan-book/per-diem-rates. Itemized receipts or a proof of payments are not required for the reimbursement for travel meals unless otherwise noted in this policy.

Reimbursement for meals and incidental expenses shall be limited to the expenses incurred during the time spent traveling for County business; 75% of the expenses submitted for reimbursement on the first and last days of travel, and 100% of the expenses on the other days.

If an employee assumes the charge for another employee, the employee shall identify other employees' costs and request the reimbursement of the total costs up to the allowance established by the GSA per person. To seek reimbursements for meals which include other employees' costs that exceed their daily allowance, the employee must submit the itemized receipts and proof of payments. The employee assuming the expense shall clearly note on their receipt who the other employee(s) were for which the expense was assumed. Further, the other employees whose meal costs are assumed by another employee shall deduct the cost of the meal from their reimbursement request for the meal. (e.g., if a employee A pays for a meal for two at $30 each and if the daily allowance is $65 per person, the employee is reimbursed up to $95 and the other employee must deduct the reimbursement value by $30 for that day). Failures to comply with this policy will result in disciplinary actions.

If meals are furnished at a nominal or no cost to the employee or are included within the conference/event registration fee, the per diem allowance for meals and incidental expenses (M&IE allowance) must be adjusted by deducting the appropriate amount, for each meal. Bureau Chief/Department head, at its discretion, may allow the employee to claim the full M&IE allowance if employee is unable to consume the furnished meal(s) because of medical requirements or religious belief.

(f) *Lodging reimbursement*. Lodging reimbursement is limited to Non-local travel requiring an overnight stay and must be supported by itemized receipts which list the traveler's name, the date, time, location of the lodging, and detail every individual item included in the bill. Travelers are to use the most economical hotel or the preferred hotel offered by the conference unless there is justification approved by the Appropriate Authorizing Party on the Reimbursement Form. Travelers will receive the lesser of the actual costs or the current federal travel allowance for lodging published by the General Services Administration at https://www.gsa.gov/travel/plan-book/per-diem-rates unless the increased rate is approved by the Appropriate Authorizing Party.

(g) *Reimbursement for taxi or ride share*. When the Employee or Official uses a taxi or ride sharing company, the total metered fare (including surcharges, fees and taxes) is eligible for reimbursement. Tipping on taxis or ride sharing may not exceed $2.00, or 20% of the ride - whichever amount is greater.

E. **Business needs that cannot be obtained using the methods provided in the Cook County Procurement Code.** On occasion, necessary business needs are unable to be met using the methods provided in the Cook County Procurement Code. The Official or Employee incurring these expenses must demonstrate it is a Necessary Business Expense with a clear and legitimate business purpose. For technology-related necessary business expenses, the Official and Employee incurring the expense must also demonstrate compliance with the Bureau of Technology's Concurrence Process or other similarly applicable policy.

F. **Miscellaneous**. Any other Necessary Business Expense or loss incurred within the Official's or Employee's scope of employment or related to telecommuting and directly related to services performed for the employer as permitted under Illinois Wage Payment and Collection Act, 820 ILCS 115 et. seq.

IV. PROCESS FOR REQUESTING PRE-AUTHORIZATION FOR ELIGIBLE NECESSARY BUSINESS EXPENSES AND SEEKING REIMBURSEMENT

A. **General:** Being reimbursed for a Necessary Business Expense reimbursement is contingent on compliance with the provisions of this policy; obtaining the appropriate pre-authorization; and completion and timely submission of the appropriate forms with supporting documentation, including but not limited to original receipts. Receipts must be legible; electronic copies including clear photographs of receipts will be accepted as originals. Where supporting documentation does not exist or is missing or lost, the Employee or Official shall submit the Affidavit for Lost Receipts form regarding any such receipts.

B. **Pre-Authorization to Incur a Necessary Business Expense:** Employees and Officials are required to obtain pre-approval before incurring any Necessary Business Expense above $300.00 by submitting the Pre-Authorization Form to the Appropriate Authorizing Party, and in the case of international travel, the Pre-Authorization Form must also be submitted to the Budget Director. Employees and Officials shall request authorization to incur a Necessary Business Expense of $300.00 or more per event/incident/travel using the Pre-Authorization Form at least thirty (30) calendar days in advance of having to incur the expenditure or loss so the Appropriate Authorizing Party has an opportunity to assess and potentially approve the request in accordance with this policy. If the pre-authorization or the thirty (30) day period is not practicable, the Requester must provide a justification on the Pre-Authorization Form and/or Reimbursement Form for deviating from the 30 day requirement.

1. Eligible Necessary Business Expenses other than travel.

   The Pre-Authorization Form must be completed by the Requester and sent to the Appropriate Approving Party supported by:

   (a) the details of the expense(s) to be incurred, including the amount and when and where the purchase or expense will be made;

   (b) the reason and purpose of the purchase or expense; and

   (c) why the item is not being purchased using the methods provided in the Cook County Procurement Code.

2. Travel Expenses.

   (a) No Pre-Authorization Form is required for Local Travel.

   (b) To request Non-local travel authorization, the Pre-Authorization Form must be completed by the Requester and sent to the Appropriate Approving Party supported by an agenda and estimate of travel costs. The Documentation regarding anticipated meal and lodging costs shall be included along with the current federal travel allowance for lodging and per diem meal rates published by the General Services Administration at https://www.gsa.gov/travel/plan-book/per-diem-rates.

   (c) For regularly re-occurring Local or Non-local travel that would be considered a Necessary Business Expense, the Appropriate Approving Party has the discretion to establish a process to pre-approve such travel.

C. **Appropriate Authorizing Party.** To authorize incurring Necessary Business Expenses, the Pre-Authorization Form must be reviewed and approved by the Appropriate Authorizing Party. By signing the Pre-Authorization Form, the Appropriate Authorizing Party certifies:

1. The expenditure is a Necessary Business Expense as provided by this policy, including the appropriateness of the expenditure and the reasonableness of the amount;

2. The Requester has submitted a completed and accurate Pre-Authorization Form with required supporting documentation; and

3. Appropriate Funding is available to pay for the expense.

4. In addition, if the Appropriate Authorizing Party determines that the requested expenditure is not necessary or should be requested through the Procurement Code process, then the Employee or Official shall not incur the expense on the County's behalf and will not be entitled to reimbursement under this policy.

D. **Submission of Reimbursement Requests, Review and Approval.**

1. All requests seeking reimbursement, with the appropriate supporting documentation and Expense Report, must be submitted to the Appropriate Authorizing Party within 60 calendar days of the later of (1) incurring the expense or (2) the business purpose, travel, or event has occurred. By signing the Expense Report, the Requester attests to its truthfulness and assumes personal responsibility for its accuracy.

2. Submission of the Expense Report to the Appropriate Authorizing Party shall also include copies of itemized receipts for all expenses if an itemized receipt is lost or does not exist. The Requester needs to complete the Affidavit for Lost Receipts Form to attest to the incurring of such expense and why no documentation is being submitted to support the particular expense reimbursement request. Cash payments will not be reimbursed without proof of payment.

3. Within 21 calendar days of receipt of the Business and/or Travel Expense Reimbursement request, the approved request by the Appropriate Authorizing Party and the supporting documentation shall be sent by the Appropriate Authorizing Party to the department's assigned Budget Analyst in Budget. By approving the reimbursement request and forwarding to the Budget Analyst, the Appropriate Authorizing Party certifies the

appropriateness of the expenditure and the reasonableness of the amount; the availability of Appropriated Funds; compliance with applicable reimbursement policies; and completeness of supporting documentation.

4. Review of all requests for reimbursement shall be timely made by Budget. Upon review, Budget will approve the request, return the request to the Appropriate Approving Party for correction or supplementation (i.e., credit card statement and Affidavit for Lost Receipts Form, in the event of lost receipts), or deny the request as not being in compliance with this Policy. If approved, Budget will submit the reimbursement request to the Comptroller's Office for payment. Failure to timely correct or supplement a request for reimbursement as required by Budget shall result in denial of reimbursement.

5. Timing and method of reimbursement payment. Employees or Officials will receive authorized reimbursements as part of their next regular paycheck during the pay period following the expense having been incurred, and the reimbursement request being processed, provided compliance with this Policy and the procedures established herein. Advanced payments to the requestor are strictly prohibited under this policy.

E. **Resources:**

General information concerning this Policy may be obtained by contacting the Chief Financial Officer (or designee).

F. **Related Policies**

- The Cook County Procurement Code
- The County's Vehicle Collision Policy
- The County's Fuel Use Policy
- The County's AVL GPS Policy
- The County's Vehicle Policy
- Applicable Agency Reasonable Accommodation Policy for Employees and Applicants with Disabilities
- Applicable Agency Telecommuting Policy
- Applicable Agency Tuition Reimbursement Policy
- The County's Ethics Ordinance

G. **Non-Compliance**

Failure to comply with the provisions of this policy may result in denial of reimbursement and/or subject an Employee or Official to discipline, up to and including discharge, in accordance with the personnel rules and/or collective bargaining agreement, if applicable, and ethics fines or penalties.

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 sub-paragraphs (1) through (6) above.

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

THE APPLICANT HEREBY CERTIFIES THAT**:** The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

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.

CONTRACT #: 2517-02060

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): N/A

(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:

N/A

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the 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: Chevin Fleet Solutions LLC

D/B/A: ______ FEIN # Only: 98-0413466

Street Address: 881 Main Street

City: Fitchburg State: MA Zip Code: 01420

Phone No.: 978-540-9970 Fax Number: ______ Email: bidmanagement@chevinfleet.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
- [ ] LLC
- [✓] Other (describe) Limited Liability Company

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	Email Address
Volaris US Holdco Inc.	20 Adelaide St E Suite 100	100	bidmanagment
Org Chart attached	Toronto, Ontario Canada		@chevinfleet.com
	MSC 2T6		

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
Volaris US Holdco Inc.	20 Adelaide St E Suite 100	100	Chevin is a stand-alone, independently operating
	Toronto, Ontario Canada		subsidiary of Constellation Software Inc.
	MSC 2T6		(TSX: CSU) under Volaris US Holdco Inc.

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
Volaris US Holdco Inc.	20 Adelaide St E Suite 100	Brian Beatie, COO/CFO	2005
Org Chart attached	Toronto, Ontario Canada		
	MSC 2T6		

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

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

CEO
Title

DocuSigned by:
592A70BEBC2243F...
Signature

10/2/2025
Date

gary.thompson@chevinfleet.com
E-mail address

978-540-9970
Phone Number

Subscribed to and sworn before me
this _______ day of ______, 20__.

My commission expires:

X____
Notary Public Signature

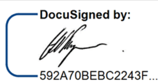
____
Notary Seal

Certificate Of Completion

Envelope Id: 1429FE59-EF7E-4476-94BD-D9CFEF53DE61		Status: Completed
Subject: Complete with Docusign: Ownership Disclosure -Cook County		
Source Envelope:		
Document Pages: 3	Signatures: 1	Envelope Originator:
Certificate Pages: 1	Initials: 0	Shaun Rowley
AutoNav: Enabled		The Old School House
EnvelopeId Stamping: Enabled		Belper, Nottinghamshire DE56 1AR
Time Zone: (UTC-08:00) Pacific Time (US & Canada)		shaun.rowley@chevinfleet.com
		IP Address: 2603:9000:8106:

Record Tracking

Status: Original 10/2/2025 9:01:00 AM	Holder: Shaun Rowley shaun.rowley@chevinfleet.com	Location: DocuSign

Signer Events	Signature	Timestamp
Gary Thompson gary.thompson@chevinfleet.com CEO Chevin Fleet Solutions LLC Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	 Signature Adoption: Uploaded Signature Image Using IP Address: 70.167.181.101 Signed using mobile	Sent: 10/2/2025 9:03:15 AM Viewed: 10/2/2025 12:12:38 PM Signed: 10/2/2025 12:12:55 PM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Heather Irving heather.irving@chevinfleet.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 10/2/2025 9:03:15 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/2/2025 9:03:15 AM
Certified Delivered	Security Checked	10/2/2025 12:12:38 PM
Signing Complete	Security Checked	10/2/2025 12:12:55 PM
Completed	Security Checked	10/2/2025 12:12:55 PM

Payment Events	Status	Timestamps

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: Volaris US Holdco Inc.

D/B/A: ______ FEIN # Only: ______

Street Address: 20 Adelaide Street East, Suite 100

City: Toronto State: Ontario, Canada Zip Code: MSC 2T6

Phone No.: 987-540-9970 Fax Number: N/A Email: bidmanagement@chevinfleet.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 ☐ LLC

☐ 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	Email Address
VOLARIS US HOLDCO INC.	20 Adelaide St. E, Ste 100	100%	Robert.Basile@volarisgroup.com
	Toronto, Ontario MSC 2T6		
	CANADA		

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
N/A		

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
N/A			

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

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

Director
Title

Signature

2 October 2025
Date

bidmanagement@chevinfleet.com
E-mail address

978-540-9970
Phone Number

Subscribed to and sworn before me
this 2nd day of October, 20 25.

X
Notary Public Signature

My commission expires:

Notary Seal

CONTRACT #: 2517-02060

COOK COUNTY BOARD OF ETHICS
69 W. WASHINGTON STREET, SUITE 3040
CHICAGO, ILLINOIS 60602
312/603-4304 Office 312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than $25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of $100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

"*Familial relationship*" means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

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

CONTRACT #: 2517-02060

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: Chevin Fleet Solutions LLC

Address of Person Doing Business with the County: 881 Main Street, Fitchburg, MA 01420

Phone number of Person Doing Business with the County: 978-540-9970

Email address of Person Doing Business with the County: bidmanagement@chevinfleet.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:
Gary Thompson, CEO, bidmanagement@chevinfleet.com, 978-540-9979

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: 2517-02060

The aggregate dollar value of the business you are doing or seeking to do with the County: $ 439,580

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: Colleen Chambers, Procurement Manager 773-339-5273

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: Douglas MacLean, Deputy CIO, CCSO, Douglas.Maclean2@ccsheriff.org

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.

CONTRACT #: 2517-02060

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*
None			

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*
None			

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*
None			

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*
None			

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*
None			

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*
None			

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.

DocuSigned by:
592A70BEBC2243F...

ient	8/21/2025 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: 2517-02060

County Using Agency (requesting Procurement): Cook County Sheriff's Office

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Chevin Fleet Solutions LLC

Substantial Owner Complete Name: Volaris US Holdco Inc.

FEIN# 98-0413466

Date of Birth: ______ E-mail address: bidmanagement@chevinfleet.com

Street Address: 881 Main Street

City: Fitchburg State: MA Zip: 01420

[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/Subs[tantial Owner affir]ns that all statements contained in the Affidavit are true, accurate and complete.

Signature: DocuSigned by: 592A70BEBC2243F... Date: 8/21/2025

Name of Person signing (Print): Gary Thompson Title: CEO

Subscribed and sworn to before me this ________ day of ____________________, 20________

X____________________________ ____________________________

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: 2517-02060

County Using Agency (requesting Procurement): Cook County Sheriff's Office

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Volaris US Holdco Inc.

Substantial Owner Complete Name: ______

FEIN# 39-2080751

Date of Birth: ______ E-mail address: Robert.Basile@volarisgroup.com

Street Address: 20 Adelaide Street East, Suite 100

City: Toronto State: Ontario, Canada Zip: MSC 2TC

[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.**

CONTRACT #:

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: 2 Oct 2025

Name of Person signing (Print): Brian Beattie Title: Director

Subscribed and sworn to before me this 2nd day of October, 20 25

X______________________ ______________________

Notary Public Signature **Notary Seal**

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

CONTRACT #: 2517-02060

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

Chevin Fleet Solutions LLC	Gary Thompson DocuSigned by: 592A70BEBC2243F...
LLC Name	*Member/Manager Printed Name and Signature
8/21/2025	978-540-9970 bidmanagement@chevinfleet.com
Date	Telephone and Email

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
____________day of _________, 20___.

My commission expires:

Notary Public Signature	Notary Seal

*If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

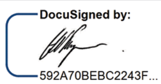
docusign

Certificate Of Completion

Envelope Id: 75AACA61-CC4E-46FD-BEDE-7DEB1A35D77D		Status: Completed
Subject: Complete with Docusign: Cook County Economic Disclosure		
Source Envelope:		
Document Pages: 18	Signatures: 5	Envelope Originator:
Certificate Pages: 1	Initials: 0	Shaun Rowley
AutoNav: Enabled		The Old School House
EnvelopeId Stamping: Enabled		Belper, Nottinghamshire DE56 1AR
Time Zone: (UTC-08:00) Pacific Time (US & Canada)		shaun.rowley@chevinfleet.com
		IP Address: 2603:9000:8106:

Record Tracking

Status: Original 8/21/2025 6:59:52 AM	Holder: Shaun Rowley shaun.rowley@chevinfleet.com	Location: DocuSign

Signer Events	Signature	Timestamp
Gary Thompson gary.thompson@chevinfleet.com CEO Chevin Fleet Solutions LLC Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	 Signature Adoption: Uploaded Signature Image Using IP Address: 217.41.242.200	Sent: 8/21/2025 7:06:02 AM Viewed: 8/21/2025 7:52:31 AM Signed: 8/21/2025 8:50:58 AM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Heather Irving heather.irving@chevinfleet.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 8/21/2025 7:06:03 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/21/2025 7:06:03 AM
Certified Delivered	Security Checked	8/21/2025 7:52:31 AM
Signing Complete	Security Checked	8/21/2025 8:50:58 AM
Completed	Security Checked	8/21/2025 8:50:58 AM

Payment Events	Status	Timestamps

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: 2025.10.24 11:51:16 -05'00'

Cook County Chief Procurement Officer

Date

APPROVED AS TO FORM:

N/A

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

Date

CONTRACT TERM & AMOUNT

2517-02060
Contract #

10/1/2025 - 9/30/2028
Original Contract Term

two (2), one-year
Renewal Options (If Applicable)

$439,580.00
Contract Amount

September 18, 2025
Cook County Board Approval Date (If Applicable)

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS
SEP 18 2025
COM ____________________