

PROFESSIONAL SERVICES AGREEMENT

FLEET MANAGEMENT SOFTWARE

BETWEEN



COOK COUNTY GOVERNMENT
COOK COUNTY SHERIFF'S OFFICE

AND

CHEVIN FLEET SOLUTIONS, LLC

CONTRACT NO. 1912-17914
(PURCHASE ORDER NO.
70000165814)

(Sourcewell NJPA, Contract No. 022217-CVS)

TABLE OF CONTENTS

TERMS AND CONDITIONS 2

ARTICLE 1) INCORPORATION OF BACKGROUND 2

ARTICLE 2) DEFINITIONS 2

 a) Definitions2

 b) Interpretation..... 2

 c) Incorporation of Exhibits..... 3

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT.....3

 a) Scope of Services.....3

 b) Deliverables.....4

 c) Standard of Performance.....4

 d) Personnel.....5

 e) Minority and Women Owned Business Enterprises Commitment.....6

 f) Insurance.....6

 g) Indemnification.....7

 h) Confidentiality and Ownership of Documents.....7

 i) Patents, Copyrights and Licenses.....7

 j) Examination of Records and Audits.....8

 k) Subcontracting or Assignment of Contract or Contract Funds.....8

ARTICLE 4) TERM OF PERFORMANCE.....9

 a) Term of Performance.....9

 b) Timeliness of Performance.....10

 c) Agreement Extension Option.....10

ARTICLE 5) COMPENSATION.....10

 a) Basis of Payment.....10

 b) Method of Payment.....10

 c) Funding.....11

 d) Non-Appropriation.....11

 e) Taxes.....12

 f) Price Reduction.....12

 g) Consultant Credits.....12

ARTICLE 6) DISPUTES.....12

ARTICLE 7) COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE WITH ALL LAWS.....13

ARTICLE 8) SPECIAL CONDITIONS.....13

 a) Warranties and Representations.....13

 b) Ethics.....14

 c) Joint and Several Liability.....14

 d) Business Documents.....15

 e) Conflicts of Interest.....15

 f) Non-Liability of Public Officials.....16

ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET.....16

a) Events of Default Defined	16
b) Remedies.....	17
c) Early Termination.....	19
d) Suspension.....	20
e) Right to Offset.....	20
f) Delays.....	20
g) Prepaid Fees.....	21
ARTICLE 10) GENERAL CONDITIONS	21
a) Entire Agreement.....	21
b) Counterparts.....	22
c) Contract Amendments.....	22
d) Governing Law and Jurisdiction	23
e) Severability.....	23
f) Assigns.....	23
g) Cooperation.....	23
h) Waiver.....	23
i) Independent Consultant.....	24
j) Governmental Joint Purchasing Agreement.....	24
k) Comparable Government Procurement.....	25
l) Force Majeure.....	25
ARTICLE 11) NOTICES	25
ARTICLE 12) AUTHORITY	26

List of Exhibits

Exhibit 1	Scope of Services and Schedule of Compensation
Exhibit 2	Software License and Services Agreement
Exhibit 3	Information Technology Special Terms and Conditions
Exhibit 4	Minority and Women Owned Business Enterprise Commitment
Exhibit 5	Identification of Sub-Contractor/Supplier/Sub-consultant Form
Exhibit 6	Evidence of Insurance
Exhibit 7	Cook County Travel and Business Expenses Policy and Procedures
Exhibit 8	Board Authorization
Exhibit 9	Electronic Payables Program (“E-Payables”)
Exhibit 10	Economic Disclosure Statement

Attachments

Attachment 1 Sourcewell NJPA, Contract No. 022217- CVS

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as “County” and Chevin Fleet Solutions, LLC, doing business as a Corporation of the State of Illinois hereinafter referred to as “Consultant”, pursuant to authorization by the Cook County Board of Commissioners on November 19, 2020, as evidenced by Board Authorization letter attached hereto as EXHIBIT “8”.

BACKGROUND

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

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 Sourcewell NJPA issued a Request for Proposals for Fleet Management and related Technology Solutions and the Consultant was identified as one of several qualified consultants to provide the solution and services; and

Whereas, the Sourcewell NJPA entered into a contract (NJPA No. 022217-CVS) on June 1, 2017 for the provision of Fleet Management and related Technology Solutions, which is attached for reference purposes only but not made or incorporated into this Agreement; and

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

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

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

Whereas, the Consultant agrees to provide to the County the professional services as set forth in Exhibit 1, Statement of Work; and

Whereas, the Consultant is ready, willing and able to deliver the professional services set forth in Exhibit 1, Statement of Work, with the pricing and payment terms contained therein, which are equivalent to or more favorable to the County than those contained in NJPA Contract No. 022217-CVS; and

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

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

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

ARTICLE 2) DEFINITIONS

a) Definitions

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

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

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

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

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

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

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

b) Interpretation

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

ii) All references in this Agreement to Articles, Sections or Exhibits, unless

otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.

- iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any tables of contents or marginal notes appended to it are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.
- v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.
- vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

c) Incorporation of Exhibits

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

Exhibit 1	Scope of Services and Schedule of Compensation
Exhibit 2	Software License and Services Agreement
Exhibit 3	Information Technology Special Terms and Conditions
Exhibit 4	Minority and Women Owned Business Enterprise Commitment
Exhibit 5	Identification of Sub-Contractor/Supplier/Sub-consultant Form
Exhibit 6	Evidence of Insurance
Exhibit 7	Cook County Travel and Business Expenses Policy and
Exhibit 8	Procedures Board Authorization
Exhibit 9	Electronic Payables Program (“E-Payables”)
Exhibit 10	Economic Disclosure Statement

Attachments

Attachment 1 Sourcewell NJPA, Contract No. 022217-CVS

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) Scope of Services

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

reference as if fully set forth here.

b) Deliverables

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

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

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

c) Standard of Performance

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

Consultant must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant must provide copies of any such licenses. Consultant remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Consultant or its Subconsultants or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

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

d) Personnel

i) Adequate Staffing

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

ii) Key Personnel

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

iii) Salaries and Wages

Consultant and Subconsultants must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Consultant underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom

they are due. The parties acknowledge that this Section 3.d(iii) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) Minority and Women Owned Business Enterprises Commitment

In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director, which are set forth in Exhibit 3. Consultant's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Form 1 of the MBE/WBE Utilization Plan, upon acceptance by the Compliance Director. Consultant must utilize minority and women's business enterprises at the greater of the amounts committed to by the Consultant for this Agreement in accordance with Form 1 of the MBE/WBE Utilization Plan.

f) Insurance

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

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

Contractor shall require all Subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Contractor unless specified otherwise.

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

Coverages

(a) Workers Compensation Insurance

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

The Workers Compensation policy shall also include the following provisions:

- (1) Employers' Liability coverage with a limit of \$500,000 each Accident

\$500,000 each Employee
 \$500,000 Policy Limit for Disease

(b) Commercial General Liability Insurance

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

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

The General Liability policy shall include the following coverages:

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

(c) Commercial Automobile Liability Insurance

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

(d) Umbrella/Excess Liability

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

Each Occurrence:	\$1,000,000
------------------	-------------

Contractor shall determine if Subcontractors shall maintain Umbrella/Excess Liability insurance and the limits of coverage.

(e) Professional/Technology Errors and Omissions Liability

When any professional/technology services are provided, Contractor shall secure Professional/Technology Liability insurance covering claims arising out of the performance or nonperformance of professional/technology services for the County under this Agreement. This insurance shall remain in

force for the life of the Contractor's obligations under this Agreement, and shall have a limit of liability of not less than \$2,000,000 per claim. Contractor shall determine if Subcontractors shall maintain Professional Errors & Omissions Liability insurance and the limits of coverage.

- (a) The retroactive coverage date shall be no later than the effective date of this contract.
- (b) Coverage shall be maintained for a minimum of two (2) years after final completion of the services or work provided by the vendor.

(f) Network Security Liability

Contractor shall secure coverage for third party claims and losses to the County arising from network security risks related to services or products provided under this agreement such as data breaches, breaches of confidential information, transmission of virus or malicious code, unauthorized access or criminal use of third party information, ID/data theft, and, invasion of privacy regardless of the type of media involved in the loss, breach, transmission, or access.

This insurance shall remain in force for the life of the Contractor's obligations under this Agreement, including any period that results from a renewal or extension of the agreement, and shall have a limit of liability of not less than \$2,000,000 per claim. Contractor shall determine if Subcontractors shall maintain Network Security Liability insurance and the limits of coverage.

- (a) Coverage must be maintained for a minimum of two (2) years after the completion of services or work provided by the vendor.

Additional requirements

(a) Additional Insured

The required insurance policies, with the exception of Workers Compensation and Professional Liability, shall name Cook County, its officials, employees and agents as additional insureds with respect to operations performed on a primary and non-contributory basis. Any insurance or self-insurance maintained by Cook County shall be excess of the Contractor'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 it exceeds the minimum insurance requirements specified herein.

All insurance companies providing coverage shall be licensed/approved/authorized

by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon consent of the Cook County Department of Risk Management. The insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies.

(c) Insurance Notices

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

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

(d) Waiver of Subrogation Endorsements

All insurance policies, except professional liability, shall contain a Waiver of Subrogation Endorsement in favor of Cook County.

g) Indemnification

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

h) Confidentiality and Ownership of Documents

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

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

i) Patents, Copyrights and Licenses

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

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

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

Notwithstanding the foregoing, this section is subject to Section 19 of the Chevin Software License and Services Agreement. Attached at Exhibit 2.

j) Examination of Records and Audits

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

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

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

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

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

k) Subcontracting or Assignment of Contract or Contract Funds

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

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

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

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

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

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board and its term shall begin on December 1, 2020 ("**Effective Date**") and continue until May 31, 2022 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

- i) Consultant must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Consultant acknowledges that TIME IS OF THE ESSENCE and that the failure of Consultant to comply with the time limits described in this Section 4.b may result in economic or other losses to the County.
- ii) Neither Consultant nor Consultant’s agents, employees nor Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

c) Intentionally Omitted

ARTICLE 5) COMPENSATION

a) Basis of Payment

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

b) Method of Payment

All invoices submitted by the Consultant shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All Contracts for services that are procured as Sole Source must also contain a provision requiring the Contractor to submit itemized records indicating the dates that services were provided, a detailed description of the work performed on each such date, and the amount of time spent performing work on each such date. All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant as of the date of the invoice. Invoices for new charges shall not include “past due” amounts, if any, which amounts must be set forth on a separate invoice. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

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

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

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

c) Funding

The source of funds for payments under this Agreement is identified in Exhibit 1, Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 1 without a written amendment in accordance with Section 10.c.

d) Non-Appropriation

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

e) Taxes

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

f) Price Reduction

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

g) Consultant Credits

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

ARTICLE 6) DISPUTES

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

Notwithstanding a dispute, Consultant shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

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

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

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

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

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

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

- i) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;

- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;
- iv) warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and has not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County;
- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- vi) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and
- vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.a and 9.c.

b) Ethics

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

c) Joint and Several Liability

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

d) Business Documents

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

e) Conflicts of Interest

- i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.
- ii) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.
- iii) Upon the request of the County, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant's past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.
- iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, Subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

- v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.
- vi) Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Consultant must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

f) Non-Liability of Public Officials

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

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

a) Events of Default Defined

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the County.
- ii) Consultant's material failure to perform any of its obligations under this Agreement including the following:
 - (a) Failure due to a reason or circumstances within Consultant's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;

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

b) Remedies

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

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

- i) The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the County would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Consultant under this Section 9.b;
- ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iv) The right to money damages;
- v) The right to withhold all or any part of Consultant's compensation under this Agreement;
- vi) The right to consider Consultant non-responsible in future contracts to be awarded by the County.

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

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

c) Early Termination

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

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

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

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

d) Suspension

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

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

e) Right to Offset

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

- i) if the County terminates this Agreement for default or any other reason resulting from Consultant's performance or non-performance;
- ii) if the County exercises any of its remedies under Section 9.b of this Agreement;
or
- iii) if the County has any credits due or has made any overpayments under this Agreement.

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

f) Delays

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

g) Prepaid Fees

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

ARTICLE 10) GENERAL CONDITIONS**a) Entire Agreement****i) General**

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

ii) No Collateral Agreements

Consultant acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Consultant to enter into this Agreement or has been relied upon by Consultant, including any with reference to:

- (a) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;
- (b) the nature of the Services to be performed;
- (c) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement;
- (d) the general conditions which may in any way affect this Agreement or its performance;
- (e) the compensation provisions of this Agreement; or
- (f) any other matters, whether similar to or different from those referred to in (a) through (e) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) No Omissions

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

b) Counterparts

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

c) Contract Amendments

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

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

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

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

d) Governing Law and Jurisdiction

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

e) Severability

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

f) Assigns

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

g) Cooperation

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

h) Waiver

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

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

i) Independent Consultant

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

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

- i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Consultant performing the Services required under this Agreement.
- ii) Consultant is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.
- iii) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Consultant.

j) Governmental Joint Purchasing Agreement

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

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.

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
 3026 S. California Avenue
 Chicago, Illinois 60608
 Attention: Amar Patel

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

If to Consultant: Chevin Fleet Management, LLC
 347 Lunenburg Street
 Fitchburg, MA 01420-4541
 Attention: Joe Morgan

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

ARTICLE 12) AUTHORITY

Execution of this Agreement by Consultant is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Consultant have been made with complete and full authority to commit Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

EXHIBIT 1

Scope of Services and Schedule of Compensation

Created for: Cook County

chevin

FleetWave Statement of Work

Date: September 11, 2018

From: Joe Morgan



Cook County's Statement of Work

Chevin Fleet Solutions

Chevin Fleet Solutions is the leading global provider of dedicated fleet management software, offering solutions to the public, utility and commercial sector as well as government and NGO operations, for every size fleet.



Market Leader

The leading provider of enterprise fleet software globally



350+ Customers

Over 350 enterprise-level private and public-sector customers



1 Million Assets

Managing over 1,000,000 vehicles and assets worldwide



28 Years' Experience

Over 28 years' worth of fleet management software expertise



180 Countries

Our software is multi-regional, multi-lingual and multi-currency



Multi-Award Winning

Over 16 industry awards in the past 24 months and ISO recognized



Renowned Configurability

World renowned for our code-free customizable systems



Web-Based Pioneers

Market innovators who produced the first web-based fleet system



Secure and Quality focused

We hold the very latest ISO 9001 & 27001 accreditations

Multi award winning business

With more than 20 accolades to its name, Chevin is respected in the industry for producing the very best fleet management software available and for its commitment to constantly strive to improve and innovate its products.

Awards include the current "Best Fleet Management System" at the BusinessCar Technology awards, FleetWorld Magazine 2018 "Innovation in Mobile Comms" award for our new mobile app and "Best Global Fleet Management Software Provider" in the Corporate America Software Technology Awards.

In addition, Chevin has been accredited with the latest ISO 9001: 2008 (Quality Management System) and ISO 27001: 2005 (Information Security Management System).



Cook County's Statement of Work

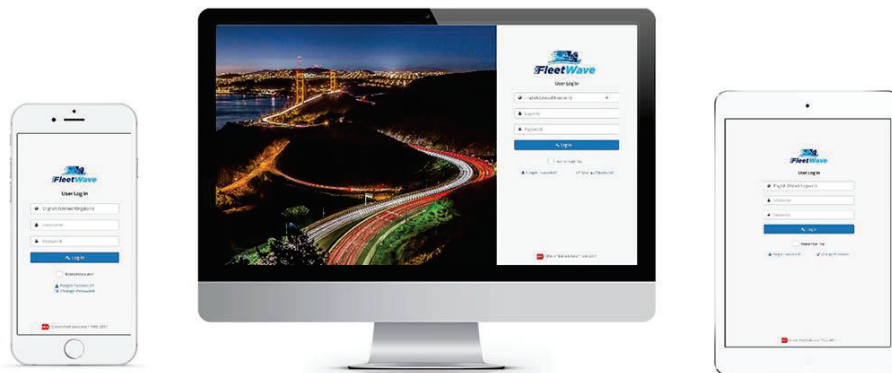
Trusted by clients across the globe

Below are some recognisable brands and organisations that use Chevin's fleet management solutions:



World class fleet management software

Chevin FleetWave is a configurable web-based application designed to simplify the management of the COOK COUNTY fleet management program and processes. The complete lifecycle of vehicles and assets can be managed using FleetWave - from acquisition to disposal. FleetWave can incorporate all your fixed costs and variable operating expenses, from utilization, maintenance, compliance, accidents through to remarketing.



Cook County's Statement of Work

Our comprehensive product range enables us to provide uniquely tailored solutions to meet specific client requirements including:



Automated Alerts

Send alerts and reminders to personnel of key events via text and email



Sort and Filtering

Organize, search and audit data with extensive sort and filtering capabilities



Report Builder

Easily build the reports you need using FleetWave's Query Builder and KPI tools



System Integration

Connect FleetWave with other systems or suppliers with extensive integration options



Exporting

Easily export data into formats including Word, Excel, CSV, plain text, JPEG, XML, Web services and more



Digital storage

Store all of your related media to any module helping reduce paper records and audit faster



Definable Workflows

Create your own workflows to update and track the status of tasks such as vehicle ordering, maintenance approvals and more



Flexible Dashboards

Oversee fleet operations using graphical dashboards with KPI's and status updates



User Access Rights

Create distinct access levels to your system, so users only see relevant features and data



Screen Design

Quickly add buttons, text, fields, drop down boxes, calculations and other functionality within screens

Delivery & Support Services

Chevin works closely with our clients to ensure they have the project management, resources and support beyond implementation.



Expert Consultancy

We can help scope your business requirements so you fully benefit and understand how Chevin's software can help you.



Project Excellence

Clients are assigned a project manager to oversee the entire delivery process - from the initial order through to the live system.



Smooth Installations

Whether it's onsite or remotely, we can help support the smooth installation and deployments of your Chevin system



Flexible Configurations

Our implementations team can configure your systems, screen designs, user permissions, workflows and much more to streamline processes.



Secure Hosting

Our affordable yet ultra-reliable hosting service provides secure data centres to ensure unobstructed access to your software through the internet.



Data Migration

We can import all of your historic data into your new Chevin system, correctly formatting information into relevant tables and fields.



Technical Support

Our technical support team will be there to help you with any problem that may arise, resolving over 85% of issues during the first call.



Free Updates

We provide all support contract holders with free updates. Releases always include documentation describing all upgrades and amendments.



Training

Our trainers are on call to help with anything from inductions for new users, to refresher courses; as well as more comprehensive training on or offsite.



User Groups Meetings

We host annual meetings that feature the latest product enhancements, training workshops and networking opportunities.



Cook County's Statement of Work

FleetWave Architecture

FleetWave Design

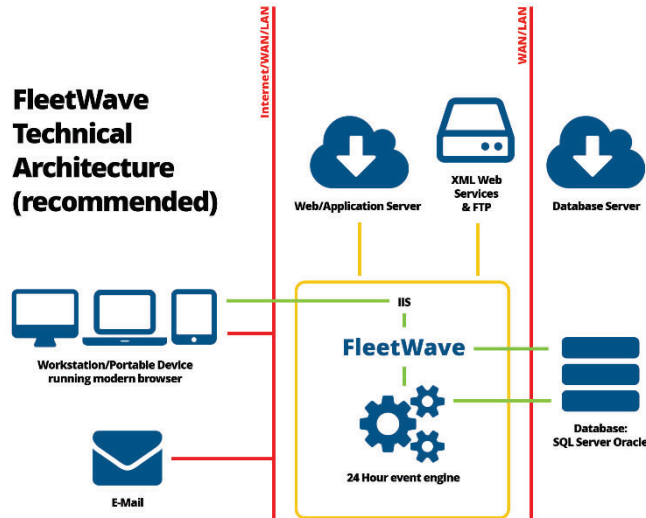
FleetWave's unique architecture provides comprehensive and robust asset-centric fleet management functionality while offering the most intuitive and dynamic user experience available. As every form within FleetWave is completely user definable without programming, system users are presented with tailored screens representing **only** the information that is important to the organization. Extraneous data, fields, and "mandatory" non-critical input requirements are eliminated, presenting the user with a simple to navigate yet functionally rich application. FleetWave is a true thin-client web-based application allowing remote access from anywhere at any time.

Database independent, FleetWave provides comprehensive fleet management functionality from acquisition through disposal and supports up to twelve levels of organizational hierarchy, aggregating all transaction details at the asset level. As a result, all query, sort and reporting functionality natively support Cook County's specific requirements as standard. FleetWave is accessed using any industry leading web browser and leverages robust security protocols so that users gain real-time visibility over disparate fleet operating data based upon their specific credentials and access rights. FleetWave utilizes a wide variety of methods to ensure consistent data entry and ongoing data integrity. Database fields can be configured to prevent the repetitive entry of assets, work orders, etc. safeguarding against erroneous duplication within the system. Additionally, FleetWave provides for and utilizes flexible lists of values (drop down boxes) to enforce consistency and integrity of data throughout the system. Lastly, FleetWave provides the capability to set **ANY** data field within the application as mandatory, ensuring that as data is entered into the system the minimum required data set is always maintained.

System Architecture

FleetWave is entirely web-based and the user interface is 100% HTML/DHTML. Developed using Microsoft .NET Framework V4, using ASP.NET (which in turn generates HTML and JavaScript). FleetWave is a browser accessible application requiring only Internet Explorer or any other industry leading browser to access the application from anywhere at any time. FleetWave operates in Windows Server 2008/2012/2016 environments running IIS. Database servers can be Windows 2005/2008/2012/2014, UNIX, AIX, or Linux. FleetWave currently supports Microsoft SQL Server, Oracle, DB2 and other industry leading database licensing and further operates in "virtualized" environment.

Cook County's Statement of Work



Minimum Hardware Requirements

Database Server

Single Processor	2.8 GHz +
Memory	8 GB
C:\Drive	30 GB

Web Application Server

Single Processor	2.8 GHz +
Memory	8 GB +
C:\Drive	30 GB

Client – Desktop, Laptop, Tablet:

Processor	Intel Pentium 2 GHz+
Ram	256 MB
Operating System	Windows XP/ Windows 7 / 8 / 10

FleetWave Overview

FleetWave Design

FleetWave's unique architecture provides comprehensive and robust asset-centric fleet management functionality while offering the most intuitive and dynamic user experience available. As every form within FleetWave is completely user definable without programming, system users are presented with tailored screens representing **only** the information that is important to the organization. Extraneous data, fields, and "mandatory" non-critical input requirements are eliminated, presenting the user with a simple to navigate yet functionally rich application. FleetWave is a true thin-client web-based application allowing remote access from anywhere at any time.



Cook County's Statement of Work

Database independent, FleetWave provides comprehensive fleet management functionality from acquisition through disposal and supports up to twelve levels of organizational hierarchy, aggregating all transaction details at the asset level. As a result, all query, sort and reporting functionality natively support Cook County's specific requirements as standard. FleetWave is accessed using any industry leading web browser and leverages robust security protocols so that users gain real-time visibility over disparate fleet operating data based upon their specific credentials and access rights. FleetWave utilizes a wide variety of methods to ensure consistent data entry and ongoing data integrity. Database fields can be configured to prevent the repetitive entry of assets, work orders, etc. safeguarding against erroneous duplication within the system. Additionally, FleetWave provides for and utilizes flexible lists of values (drop down boxes) to enforce consistency and integrity of data throughout the system. Lastly, FleetWave provides the capability to set **ANY** data field within the application as mandatory, ensuring that as data is entered into the system the minimum required data set is always maintained.

FleetWave Description and Functionality

As FleetWave is a true web-based commercial off-the-shelf enterprise fleet management information system, the application provides industry leading functionality that can be deployed to unlimited plants, departments and users. Database independent, FleetWave provides comprehensive fleet management functionality from acquisition through disposal thus FleetWave properly aggregates complete transaction details throughout the vehicle lifecycle, no matter who owns the vehicle or where the vehicle exists within the organization. As a result, all query, sort and reporting functionality can be supported by FleetWave to meet Cook County's specific functionality outlined in the request for proposal.

Included in our comprehensive Investment Summary are estimated resources to develop test and deploy Cook County's specifically defined interfaces allowing FleetWave to streamline and enhance current processes and properly aggregate fleet charges, spend and utilization from internal as well as external systems. Accessed using any industry leading browser, FleetWave leverages robust security protocols so that Cook County's distinct users from Corporate Vehicle and remote users from employees to engineers to external supporting vendors gain real-time visibility over complete and disparate fleet location and operating data based upon their specific credentials and access rights. Once fully implemented, FleetWave will operate as a single centralized repository for complete enterprise-wide fleet data enabling Cook County to simplify its IT infrastructure and reduce related infrastructure costs.

With the ability to support up to twelve levels of organization hierarchy, FleetWave easily supports Cook County's existing organization structure to include unlimited employees (both active and retired), companies, plants, regions and cost centers as well as every other department within the organization. By leveraging this powerful and flexible capability with FleetWave's asset-centric architecture and robust multi-level security



Cook County's Statement of Work

protocols, system users are automatically presented with highly tailored access and views of all system-maintained data, key performance indicators as well as language based upon the user's role and where they exist within the organization structure. As a result, Cook County can seamlessly support its organization-wide fleet and employee management needs.

FleetWave utilizes a wide variety of methods to ensure consistent data entry and ongoing data integrity. Database fields can be configured to prevent the repetitive entry of vehicles, orders, authorizations, etc. safeguarding against erroneous duplication of data within the system. Any database field can be set as mandatory, set to default specific values or even integrate to user-definable list of values to ensure that Cook County's specific minimum data sets are always maintained. Additionally, all data entered into FleetWave is validated against value ranges, formats, etc., and all codes are table driven to maximize data reliability and speed entry.

As the world's most flexible asset-centric enterprise fleet management system, FleetWave natively supports **unlimited** user defined fields forms and tables throughout the application. Using FleetWave's screen design palate, authorized system administrators can at any time hide, drag, drop and add fields to any form without limitation. Additionally, field parameters can be further controlled in numerous ways to include features such as default, auto-populate, validate, mask and even further controlled using flexible "keywords" to manage data presentation so that only those system users with "keyword" access can view or report on the secure field.

Of course, all user defined fields, forms and tables held within FleetWave can be called anywhere within the application and can be accessed, queried and reported on without limitation. Additionally, all user defined attributes are held against a system managed client as well as translation settings and therefore are never impacted by future version upgrades, patches or system fixes.

Compared with most commercial fleet solutions, FleetWave is continually supported by more dedicated development resources than any other comparable solution and is currently supported by a full-time staff of in house developers. As a result, Chevin's web-based enterprise fleet management information system is constantly being extended to deliver industry leading, best-of-breed fleet management functionality to meet the discerning needs of our global client base. As a result, should Cook County elect to implement FleetWave, the organization will continue to realize the significant benefits of the industry's most flexible and robust application that is continually being extended to meet the most stringent and comprehensive fleet management capabilities in the world.



Cook County's Statement of Work

Vehicle Management

Included as standard within FleetWave are the capture, retention and management of complete static elements such as vehicle details, descriptions, unique identification numbering for any type of vehicle, class and sub class coding, full acquisition and disposal costs and insurance details, unlimited upfit options and serialized components, multiple meters and meter types (miles, kilometers, hours, etc.) and accessories as well as dynamic attributes such as finance details, depreciation, replacement algorithms, etc. Complete registration, titling, certification and regulatory elements are easily accommodated within FleetWave's flexible vehicle master record. As FleetWave is fully integrated throughout, all vehicle order and allocation functionality is fully integrated allowing for seamless tracking and sharing of all vehicle and equipment details throughout the lifecycle including purchase details, order, delivery and receipt details as well. Additionally, FleetWave allows users to create and track **unlimited user definable data attributes** that can be specifically tailored to meet Cook County's unique and evolving nomenclature and business requirements.

FleetWave's flexible reporting and KPI capabilities can then be leveraged to generate escalation, workflow and output to support client specific requirements.

Vehicle Allocation Management

FleetWave's robust vehicle management capabilities include more than just the oversight of complete cost and vehicle management details. With the ability to allocate vehicles to drivers, departments or even engineering tasks, FleetWave properly maintains complete cost and transaction details based upon where the vehicle operates at any given time throughout its lifecycle. As a true transactional based enterprise fleet management information system, FleetWave's powerful Allocation tool manages all vehicle assignments and allocations. As a result, all vehicle assignments are tracked based upon the date, time and odometer and by assignment location and as a result, all future and historical transactions are properly accounted for and leveraged throughout the system. Therefore, all activity-based costs and supplemental accounting and compliance details are seamlessly maintained based upon the date of the reassignment without further intervention insuring that Cook County's cost recovery model is always maintained. Like all FleetWave capabilities, access to the allocation tool and controls within the tool can be managed using FleetWave's powerful and robust multi-level security controls described in greater detail below.

Disposal Management

FleetWave's comprehensive and adaptable asset record can include the capture, retention and reporting of unlimited disposal details including all remarketing tasks, charges, recovery and documentation necessary to support Cook County's auction, return and remarketing processes without limitation. FleetWave's flexible vehicle record captures and consolidates complete disposal details including but not limited to sale price and dates, sales channel, sales reasons, vehicle condition, remarketing and prep costs, gain/loss, residual, book value and more. With the ability to support unlimited user-definable status codes, FleetWave will seamlessly track status changes, assignments as well as all related down-stream recovery requirements. Furthermore,



Cook County's Statement of Work

FleetWave's native query and export functionality allows Cook County to easily sort, view and export to Excel whatever vehicle attributes are desired for posting to online auction websites. Upon sale of the vehicle, all proceeds and remarketing costs can be accommodated and if desired, credited to appropriate employees, departments, cost centers or locations.

Driver Management

FleetWave's unique architecture allows the application to capture unlimited driver and retiree details without programming or costly development. Additionally, using FleetWave's standard Keyword capabilities, any employee detail can be easily masked to maintain proprietary access of any data element managed within the application. FleetWave natively supports the assignment and tracking of all driver assignments and allocations as well as all changes throughout the life of the vehicle. With the ability to be integrated with any HR, operations system or training databases as well as third party MVR service providers, FleetWave supports the comprehensive retention and oversight of all employee, retiree and training details. Leveraging FleetWave's native event engine and fleet status tools, any date sensitive event can be seamlessly managed using auto-generated emails or system presented notifications or KPI's to management or directly to the effected employee. FleetWave can accommodate comprehensive employee, Cook County as well as organizational details providing a single centralized repository for every factor influencing the vehicles lifecycle including drivers and mechanics. Furthermore, with FleetWave's fully integrated Accident and Risk Management module, all incident details are further incorporated with complete driver details, insuring that comprehensive driver details include all disparate operating data no matter the vehicle being driven.

Driver Portal

For organizations such as Cook County looking to grant drivers selected access to FleetWave FleetWave's Driver Portal allows drivers to update driver records, input monthly personal and/or business mileage (for imputed income calculations), monthly fleet related expenses and access driver related forms such as accident, inspection forms, Cook County specific documentation, etc. all from an intuitive Driver Portal. This portal is available as an additional FleetWave module and has been included in the comprehensive investment summary enclosed.

Accident Repair Management

FleetWave's flexible enterprise fleet management software provides a fully integrated Accident and Risk Management module to support internally as well as externally managed fleets and is designed to capture and manage comprehensive incident details from initiation through claim management. Of course, unlimited accident details and all related documentation can be easily held against the incident record and supports the integrated and reporting of any of these retained attributes without limitation. With FleetWave's uniquely flexible architecture, appropriate management can be notified using a myriad of integrated system tools as to incident status', quantities, types and any other risk management metrics desired, providing the organization with a single enterprise wide tool to manage this inevitable and high cost component of vehicle operations.



Cook County's Statement of Work

Motor Pool Management

FleetWave provides a fully integrated Motor Pool management module. Vehicle and equipment can be centrally managed and reserved online using FleetWave. FleetWave's Motor Pool management module captures all key employee and organization details including flexible billing rates, department and accounting codes as well as dynamic scheduling details. With FleetWave's graphical display capability, pool equipment availability and current utilization can be graphically presented to simplify oversight. Pooled assets can be filtered to show only available assets at specific locations, or, FleetWave can be configured to provide random asset assignment based upon user-maintained criteria.

Additionally, FleetWave can be optionally integrated with a freestanding and hardened key control system, whereby authorized reservations seamlessly communicate with locally installed key boxes to allow users to access pre-approved reservations, grab the keys and go. Upon return of the keys to the key box, the reservation/loan is completed, and all date/duration details are automatically updated, closing out the reservation and making the vehicle immediately available for future use.

As with all of FleetWave's capabilities, the application provides fully integrated reporting, real time queries and data extraction that is totally definable for all data attributes captured within the system, including pool usage, costs and revenue generated. Like all FleetWave capabilities, the motor pool module is totally user definable to allow for changes and future enhancements to the pool management process without the need for programming.

Fuel Management

As FleetWave is a transactional based fleet management information system, every transaction attribute as it relates to fuel management can be maintained, queried and reported on in a real-time basis. In addition to full integration with industry leading electronic fuel and fluid systems, FleetWave can also be integrated to any commercial fuel card platform further extending FleetWave's flexible and comprehensive integration across all fuel acquisition methods. With the ability to assign fuel and procurement cards to drivers and vehicles (as well as multiple cards to a single vehicle), FleetWave supports the comprehensive management of complete procurement card details to include unlimited status and reason codes, credit card details, driver ID, PIN and access codes as well as complete usage and fuel issue details throughout the credit card lifecycle.

Preventive Maintenance Management

FleetWave provides the ability to capture and manage unlimited user definable "events" within the application. As such, any date or mileage sensitive PM, inspection, certification, repair, expiration or renewal can be easily accommodated and communicated to the user using color coded presentation to reflect the status of these events as pending, due or past due. With FleetWave's integrated Fleet Status tool, system

Cook County's Statement of Work

users are presented with at-a-glance color coded visibility of the status of these flexible events based upon user access rights. Therefore, users are presented with a tailored view of only the vehicles and related events within their responsibility or control. Utilizing the applications standard event engine, FleetWave can automatically notify managers, customers or individual users of any pending, due or past due event, eliminating the need to chase non-compliant conditions without limitation.

Work Order Management

FleetWave provides integrated maintenance forecasting, workshop management and work order capabilities. With its uniquely flexible architecture, FleetWave's work order can be easily configured to meet the specific requirements of Cook County, only presenting technicians with the data that's necessary for them to do their job. Delivered with VMRS/ATA repair codes as standard, FleetWave's repair and task codes set is completely user definable, allowing Cook County to utilize whatever repair codes it requires. Able to accommodate and manage unlimited user definable "events," FleetWave supports complete preventive maintenance, inspection and certification oversight, allowing the fleet management team to manage pending, due or past due events without limitation. Supporting seamless integration to any MAPI compliant email system, FleetWave can be configured to automatically send out email notifications of any system managed event (optionally supporting SMS text as well). With comprehensive workshop tools including workshop loading, mechanic scheduling, flexible labor rates, standard repair times and even completely adaptable repair/inspection sheets that can be configured by Cook County to meet desired workflows.

FleetWave's Workshop Tools module presents authorized users (such as workshop supervisors) with at-a-glance oversight of all workshop activity through a single portal. Just some of the capabilities supported with this suite of tools include workshop loading, mechanic scheduling, flexible labor rate management, standard repair times as well as the rostering of mechanics in individual workshops with the ability to drag and drop scheduled repairs to specific days as well as assign jobs to mechanics, integrated time sheets for recording a mechanics indirect time without the need to enter a work order and much more.

FleetWave's Workshop Floor system can be utilized to support the real-time capture and consolidation of labor time, tasks and jobs using an intuitive touch screen interface allowing mechanics to easily sign on/off jobs from directly within the workshop. FleetWave's fully integrated Workshop Floor system can be further extended to aggregate actual mechanic time and productivity details for integration with external time capture and payroll systems.

Lastly, FleetWave's integrated recall and campaign management tools allow Cook County's Vehicle team to centrally create and deploy unlimited campaigns, recalls or warranty events from a single point within the system. This powerful tool will enable Cook County's fleet management team to generate events by make, model, VIN range, etc., setting priority and if desired, even parts and labor against a designated event. When



Cook County's Statement of Work

a work order is opened against a vehicle with a scheduled campaign or recall, the user is automatically presented with a pop-up box informing them of the particular requirements. By accepting the "event," the campaign/recall is automatically added to the work order with all of the appropriate details. If the campaign/recall is deferred, FleetWave tracks this deferral for management review, and will continue to flag the user during each subsequent work order creation until the campaign/recall has been completed.

Bar Code Integration

FleetWave provides an open environment that can be optionally integrated to a wide variety of industry standard bar code equipment. Use of handheld and bar-coding technology, including wands and/or wireless data collection devices is a function of client requirements and not of FleetWave. Depending on Cook County's specific needs and desired process, FleetWave can be integrated with any barcode tool in a wide variety of ways. Chevin typically works with our clients to develop a handheld/bar code strategy that meets their individual short and long-term business requirements, integrating these devices seamlessly into FleetWave. As such, we do not limit ourselves to any particular type or brand of device, allowing us to meet very specific client requirements.

Mobility / Wireless

FleetWave provides a completely web-based and extremely adaptable and fully open architecture allowing the application to leverage almost any type of mobile platform. As a true browser deployed application that supports all industry leading browsers, FleetWave provides complete and full functioning capabilities to any user with appropriate credentials no matter the web-enabled device. Therefore, web-enabled devices such as tablets, laptops and smartphones have complete application access and capabilities with FleetWave. Whether deploying workshop, inventory management, fuel, accident, driver management or any other system managed functionality, FleetWave natively supports simple deployment to users no matter their location or environment. Additionally, due to FleetWave's uniquely flexible architecture, many of Chevin's clients deploy process specific functionality to hand-held devices such as field equipment audits, work requests, DVIR related defects or even pool reservations.

Billing & Leasing

With the ability to accommodate limitless employee, cost center, department and organization hierarchy details, FleetWave natively supports the comprehensive retention of complete cost transactions as well as accounting code details at the asset level throughout the vehicles lifecycle. This capability includes properly trapping all costs, accounting codes and dates as vehicles move throughout the organization to include but not limited to; short and long-term leases, external maintenance charges, accident recovery and abuse charges, complete fixed and variable activity-based costs, internal service and recovery rates, taxes as well as unlimited miscellaneous charges. FleetWave utilizes a flexible period closing process whereby all charges incurred during the period are appropriately aggregated and marked up/down based upon flexible pricing methodologies. Outputs from this period end process can be optionally integrated with Cook County's finance



Cook County's Statement of Work

application and/or can include simple export in Excel or Word formats. With the ability to grant structured and highly controlled access to the application, Cook County's vendors as well as internal system users can be remotely access FleetWave to view inventory, utilization and performance details as needed.

FleetWave Forms

Chevin's FleetWave Forms toolset further extends our scalable solutions powerful data capture capabilities by allowing organization such as Cook County to bridge the gap between field workers and the office. FleetWave Forms provides a simple-to-use, cost effective solution for remote workers to collect and transfer structured data to FleetWave or any other centralized system or office quickly and securely with or without an internet connection. Using almost any handheld device, FleetWave Forms can be tailored to capture, collect and transmit almost any type of data from structured information to signatures and pictures and will automate and streamline almost any field function from compliance related tasks such vehicle inspections and mileage capture, to process automation including work order creation, accident information details and service orders.

The Workshop Hub

The Workshop Hub allows the client's technicians to securely access their assigned work orders and record their progress of work from touchscreen enabled devices, laptops or tablets, either on the workshop floor or out in the field through the Hub app.

By logging the time spent, breaks taken, parts used, and work completed into the app, technicians creates an auditable trail of workshop productivity -which is then available in real-time for the back-office staff in FleetWave.

Reporting and Queries

FleetWave's comprehensive reporting functionality allows system users to easily access, sort, query and report on any data element captured within the system. FleetWave's completely flexible Home Page dashboard allows Cook County to create and deploy real-time "key performance indicator" reports, trend charts and color-coded metrics to any FleetWave user using industry standard SQL statements. Using FleetWave's unique "browse sort" capability, users can quickly sort any attribute within a table by using simple drop-down boxes. If a user wishes to create a complex query against a specific table (or group of tables), FleetWave's integrated Query Builder tool allows a user to easily create and save complex SQL queries against any table using simple and intuitive "list of value" drop down boxes. These individual queries can be saved against their user profile as well as opened and modified at any later date. Furthermore, any query or KPI that is centrally created and deployed to remote system users automatically leverages the user profile and only presents data they're authorized to view. Additionally, any sort or query within FleetWave can be easily exported to Excel or Word with a single mouse click, allowing users to easily export whatever data they would like for further manipulation as needed. Every FleetWave report can be sorted and filtered



Cook County's Statement of Work

based upon user selected criteria accessed directly through the browser.

System Integration

As the industry's only asset-centric enterprise fleet management information system, FleetWave captures and consolidates complete financial and asset allocation details from unlimited internal as well as external systems and data sources. Using uniquely defined interfaces that leverage Cook County specific business rules and coding methodologies, FleetWave can electronically validate and process comprehensive financial, HR, fixed asset, fuel and billing as well as accident and driver details and automatically generate detailed transaction records within the application to capture and consolidate all costs, allocation, fuel, maintenance and stock procurement details at the asset, company, department as well as driver level. Having integrated with every major ERP system including as well as external service providers including, Manufacturers, National Accounts and most major outsourced service providers, Chevin has the proven credentials and experience to confidently support Cook County's current integration goals.

As reviewed in the functional requirements responses, Chevin Fleet Solutions designs, develops, test and releases uniquely defined interface routines that leverage Cook County tables within FleetWave as well as Cook County's finance, HR systems as well as external provider systems. FleetWave would utilize its configurable Event Management tool to run scheduled background routines to harvest files for importing into the application and then automatically process these files utilizing FleetWave's Pre-Processor functionality. We envision that FleetWave's Pre-Processor function would be used to flag data conditions that require additional review based upon uniquely defined requirements that leverage Cook County specific business rules to process, validate and update the appropriate tables within FleetWave. Once this routine has processed a file, all non-compliant data (based upon Cook County business rules) are automatically held within a FleetWave staging table in the pre-processor, allowing authorized users to easily sort, query and correct any invalid transactions before the corrected transactions are re-processed. Conversely, on a scheduled basis FleetWave's Event Engine will automatically initiate a background process whereby all approved transactions will be exported to appropriate Cook County systems and staging tables. FleetWave import and/or export routines can be configured to generate automated emails notifying users should any issues arise during the file processing routine. Additionally, these notifications can be configured to highlight client specific control totals, accounting details, etc.

FleetWave can be integrated and communicate with internal and external systems using a variety of methodologies, Web Services, XML and batch to name but a few. The selection of an integration methodology is typically based upon the type of data and how this data is consumed by system users. For example, transactional data such a fuel and maintenance transactions are typically processed using a batch process on a daily or weekly schedule. Where there is a higher frequency required so that application-maintained data can be utilized to drive alternative processes such as maintenance authorizations of fuel card ordering, alternative methods can be utilized.



Cook County's Statement of Work

System Administration and Security

FleetWave's unique architecture and robust multi-level security protocols control access to every table, form and field within the application and easily meets Cook County's stringent security requirements. All of FleetWave's security functionality is held and managed directly from within the application allowing Cook County to establish user profiles by agency, division, department or individual, role and/or responsibility and automatically leverage these profiles across every aspect of the application from credentialing to the specific presentation of data from the home page to the field level without limitation. FleetWave will be configured to be interfaced with Cook County's BOT System to support the required SSO (single sign-on). BOT will hold identities and FleetWave will hold services. This Single-Sign-On, would allow users to automatically login using their Windows network account instead of manually logging in through the FleetWave logon page.

FleetWave further meets the stringent security requirements of Police Agencies with its ability to "keyword" access to any data maintained within the application to support proprietary data restriction without limitation. Of course, this comprehensive administrative functionality leverages FleetWave's capability to support complex organizational hierarchy's, so that all application presentation is further stratified to reflect appropriate access and reporting capabilities necessary for diverse organizations such as Cook County .

Implementation Services

Chevin's services philosophy is straightforward: We strive to deliver results that exceed client expectations, provide substantial value and are delivered on time and within budget. We do this by providing the latest industry knowledge combined with appropriate tools and methodologies, superior project management skills, and an approach that facilitates full knowledge transfer – using a highly skilled and dedicated consulting and support staff.

Project Management

We believe disciplined and insightful project planning is necessary to ensure Cook County's ongoing success. Our project plans identify and detail specific tasks and responsibilities, specific resource requirements as well as time and cost estimates based on many years of experience. Our commitment to sound project management principles manifests itself in quick problem identification and resolution, on-time delivery, predictable cost containment and quality deliverables.

Quality Assurance

The quality of our services is monitored on a regular basis through project reviews that are conducted under the supervision of the assigned Project Manager. Project reviews typically meet the following objectives:

- Provide Cook County management team with a measured update on project critical success factors, performance to plan and milestone delivery;
- Assure adherence to quality procedures;
- Measure Cook County's satisfaction with the project progress and personnel;
- Verify that the Chevin methodology is being adhered to in a fashion that best meets the needs of Cook County.



Cook County's Statement of Work

Training

Chevin offers training services that deliver successful learning events for Cook County's Fleet employees including process-oriented training. Our training team implements programs that balance quality, cost, resources, and timelines using best industry practices ensuring the greatest possible return on your training investment.

Chevin Support Capabilities

Ongoing Service Support

Chevin is committed to providing software with best-of-breed functionality, tremendous flexibility and industry leading customer support. From the implementation services delivered to our on-going customer support services, we focus on making it easy for the customer. Our plan is simple, achieve this and we differentiate ourselves in the market by doing so.

In addition to the mostly remote implementation services, Chevin provides comprehensive customer support programs as part of its customer-centric philosophy. Chevin will support Cook County with the following based in our North American headquarters in Fitchburg, Massachusetts during the conversion and upgrade phases of this project.

The services listed below are provided as standard support features for customers who have elected to be support clients:

Chevin Help Desk

Clients can call our central help desk to speak with our Help Desk staff between the hours of 8:00 AM to 5:30 PM EST Monday through Friday. The vast majority of all customer inquiries get answered or resolved on the initial call. Should the matter require other Chevin resources, the logged call will be assigned directly to a Support Representative that will manage the issue resolution methodology including call routing, progress updating, follow-up, and final resolution. For off-hours support Help Desk staff can be accessed through our answering service.

Problem Escalation Procedures

Calls are allocated a priority by the Help Desk when they are originally logged. The priority is communicated and agreed with the client. The priorities are:

Critical

This denotes a very urgent problem that prevents any progress on the system. This is a rare event but attracts the immediate attention of all relevant personnel. Critical issues should be resolved ASAP but within 24 hours.

Major

An important process is inoperative, or the application is severely limiting progress. Major issues should be resolved in 24 hours but not to exceed 48 hours



Cook County's Statement of Work

Important

A process is inoperative and while not extremely limiting, it will cause potential issues if not rectified. Important issues should be resolved in 48 hours but not to exceed 5 days.

Summary

In summary, FleetWave is more than just a software product; it's a truly enterprise fleet management information system. Chevin provides the software as well as comprehensive implementation and training services to ensure that FleetWave is up and running in Cook County environment quickly and efficiently. Having a North American support and an implementation team with decades of fleet management experience insures that your organizations specific fleet management requirements are included from the start.

Chevin Fleet Solutions' goal is to offer the highest quality products and services at a competitive price, and we're sure you will agree that the previous sections have shown just that. We welcome the opportunity to work with Cook County's management team as you upgrade your fleet management information system and remain committed to providing the most flexible and powerful tools and support to meet your organizations needs for many years to come.

FleetWave - Statement of Work

Chevin Fleet Solution has prepared the following Statement of Work (SOW) to provide you with the details of the installation of the Cook County's FleetWave system. We understand that every business has unique requirements, so we take the time to identify your needs and make sure we meet them.

This document outlines project scope, Chevin responsibilities, the Client (Cook County) responsibilities, assumptions and timeline estimates for the project. Any changes to this document will be handled through Project Change Control process outlined in this SOW. If a service is not listed in this document, it is not considered part of this project.

The SOW is intended solely for the Client (Cook County) and Chevin only. As such, cannot be distributed to anyone who is not directly involved with this project without express written consent of both parties.

A Project Manager and technical team will be assigned within two weeks after signed execution of all required documentation. A Project Plan in line with this SOW will be developed working in concert with the Cook County's Project Team during the kick-off.

Project Scope

Chevin will perform the following:

1. Delivery of implementation services provided in this SOW
2. Collaboration on developing, monitoring and maintaining a project plan
3. Configuration of interfaces as specified in the SOW
4. System integration testing of basic system functionality
5. Provide Cook County test databases for installation to Cook County servers
6. Provide Cook County fleet team Introduction to FleetWave User Guide

Cook County's Statement of Work

7. Transfer of FleetWave support responsibilities to Cook County - Project team upon rollover to production (Go-Live)

Project Outline

The Chevin implementation process is designed to get our clients up and running quickly using a proven methodology that ensures success. With over 500 successful implementations, our process has been refined to provide a solid solution with successful user adoption and application rollout with the guidance of a Chevin Project Manager.

Implementation Methodology

Chevin's services philosophy is straightforward: we strive to deliver results that exceed client expectations, provide substantial value delivered on time and within budget. We do this by providing the latest industry knowledge combined with appropriate tools and methodologies, superior project management skills, and an approach that facilitates full knowledge transfer – using a highly skilled and dedicated consulting and support staff.

Overview

Chevin will provide consulting resources to Cook County Sheriff to assist in the comprehensive implementation of FleetWave. Chevin's approach pairs key Chevin resources with Cook County Sheriff project members to ensure results that balance Chevin's knowledge of our flexible fleet management solutions with the business understanding of your staff. The development of project deliverables will be a joint activity, thus allowing for the natural transfer of knowledge and expertise from the consulting team to Cook County Sheriff's personnel. We envision the project to occur in four phases:

- Planning
- Detail System Design and Prototype
- Implementation
- Deployment

Description

Phase 1 – Planning

The purpose of the planning phase is to build the framework for how the project will be conducted. During this phase the project scope, objectives, and benefits will be reviewed and confirmed. Strategic and tactical objectives and plans will be outlined and communicated to the project team during the initial Project Kickoff meeting.

Implementation Pre-Assessment

Cook County's Statement of Work

Before the Kickoff Meeting, the Chevin Project manager will provide Cook County Sheriff with an Implementation Pre-Assessment document that will be used assist us in gaining a detailed understanding of Cook County Sheriff's current systems, processes and data retention capabilities. The implementation pre-assessment document is used to confirm Cook County Sheriff's actual requirements in regard to operational and systems goals, confirms current in place systems, the specific modules that will be used, the current data model and the attributes utilized to support current processes as well as highlighting data attributes that may be needed in the future.

This information is used to shorten the design phase as existing fields and current process will already be identified. The implementation pre-assessment is an indispensable document that allows us to baseline discussions during the project kickoff meeting and allows the Chevin implementation team to more effectively suggest strategic and tactical recommendations in regard to best practices as part of this engagement.

Project Kickoff Meeting

The first significant onsite component of Chevin's structured implementation methodology is the Project Kickoff Meeting typically scheduled shortly after contract execution. This is an onsite meeting lead by the Chevin Project Executive along with the Chevin Project Manager, Implementation Consultant and the Sales team. Cook County Sheriff resources that typically are involved in this kickoff meeting include key Cook County Sheriff project executives, team members and select user group representatives. The purpose of this multi-day meeting is to build the framework as to how the project will be conducted, confirm project scope and deliverables as well as timelines, tactical objectives and expected FleetWave benefits.

During this meeting, Chevin Business Consulting resources begin the process of reviewing and further defining current and desired business processes, as well as relating best practices and potential opportunities for maximizing the effectiveness and productivity gains achievable with FleetWave. The project kickoff meeting allows Chevin to better understand how Cook County Sheriff currently manages and processes data, defines and deploys processes, workflows and functions within existing business areas.

Just some of the functional areas that will be discussed, reviewed and documented during the project kickoff meeting include:

- Equipment specifications
- Organization and reporting structures
- Financial oversight and management
- Operator and driver management
- Repair and maintenance practices
- Campaign and recall management
- Preventive maintenance planning scheduling
- Supplier and external vendor management

Cook County's Statement of Work

- Accident and incident management
- Expense management
- Fuel management and more...

As an output from this project kickoff meeting, Chevin develops a detailed Project Implementation Plan (PID) that is documented and presented to Cook County Sheriff for comment and approval. The PID provides a detailed description of the functional requirements, process flows and integration strategies that will be delivered with our enterprise fleet management system.

Once the PID has been reviewed and **approved** by Cook County Sheriff, Chevin's Project Manager will develop a detailed draft project plan for Cook County Sheriff review using Microsoft Project that will include at a minimum:

- The roles and assigned staff for each organization and the specific tasks to be assigned
- The expected project timeline, precursors and duration of each task, specific deliverables, related milestones as well as the projected "go live" date
- Development and definition of acceptance criteria for the deliverables so that the project can move through the next stage of the implementation
- Development of the communication plan with documented procedures and policies
- A schedule of regular meetings to ensure that Cook County Sheriff and Chevin keep the project on track and manage the project's progress through each milestone

Once the initial project plan has been drafted, Chevin will present this project plan to Cook County Sheriff for their preliminary review and will schedule a meeting to discuss the plan in detail and make changes and adjustments as needed. Once Cook County Sheriff and Chevin have agreed upon the components, responsibilities, deliverables and timelines contained within the project plan, project work will commence. Chevin's Project Manager will be responsible for maintaining the shared project plan and will continuously update this source document as the project progresses.

Certified FleetWave Installation

During this phase of the project, Chevin remotely assists Cook County Sheriff with the installation of FleetWave and its related components within the organizations network environment. Network connectivity, new infrastructure (servers, etc.) and any required database licenses, software, etc. would be Cook County Sheriff's responsibility. Since FleetWave supports all major browsers, there is no requirement to install local software on Cook County Sheriff machines except if Cook County Sheriff elects to use FleetWave Forms or Work Shop Hub. Chevin's Project Manager and support team will work with Cook County Sheriff project staff to ensure that all necessary start-up activities are successfully and satisfactorily completed in the allocated start-up timeframes.

Once FleetWave has been installed on Cook County Sheriff's servers, Chevin will certify that the installation of FleetWave's standard (un-configured) framework is complete and performing properly within the network environment. Testing will include verifying that all environments can be accessed by the administrator and multiple users, adding a new record, building a new query, adding a new user defined data element, add or change a column on a browse screen, etc. to test the core application and the reporting tools At the same



Cook County’s Statement of Work

time, Chevin will review with Cook County Sheriff’s technical staff the procedures for upgrading FleetWave with new releases and backing up FleetWave as required. Chevin will provide release note with all new releases

Chevin will then create a unique FleetWave instance on our development servers where we will host the FleetWave development environment while the software is being configured to support Cook County Sheriff’s required processes. Chevin will continue hosting the development environment while Cook County Sheriff’s IT staff is acquiring any additional servers, PCs or mobile devices that may be required to support the deployment of the system to field personnel.

Phase 1 – Deliverables	Proposed Responsibility
Project Pre-Assessment Document	Chevin, Cook County Sheriff
Project Initiation Document	Chevin
High Level Project Plan	Chevin
Project Management Process (Issues log, status reports, meeting schedule(s), etc.)	Chevin
Communications Plan	Chevin, Cook County Sheriff
Certified Chevin Installation	Chevin, Cook County Sheriff
Software/Hardware Environment Certified	Cook County Sheriff

Phase 2 – Detail System Design and Prototype

The detail system design and prototype process involve various functional leads within Cook County Sheriff, the fleet management team and selected members of the Information Systems group. These core project members must have an overall understanding of Cook County Sheriff’s current and desired business processes as well as the authority to make decisions in regard to the implementation and configuration of FleetWave.

Chevin will then work with Cook County Sheriff in focused workshop sessions that walk users through particular functionality within each of FleetWave’s modules and functionality and map FleetWave’s functions to Cook County Sheriff’s current or desired business processes. The implementation pre-assessment will facilitate this detailed business process review and help Chevin better understand Cook County Sheriff’s specific business practices, workflows as well as short and long-term system goals insuring that FleetWave is configured to maximize Cook County Sheriff’s return on its software investment. The topics reviewed in detail during these sessions typically range from vehicle acquisition through disposal including finance, internal charges/billing, internal and external maintenance practices, accident and driver management, user security and access structure, initial review of interface requirements, business rules and procedures as well as the overall integration of FleetWave into Cook County Sheriff’s fleet operations. The major module workshops to be held include:

- Equipment/Asset Management
- Work Orders
- Work Requests,
- Basic Workshop Floor



Cook County’s Statement of Work

- Maintenance Call Center
- Inventory
- Event Scheduling
- Driver/Employee management
- Accident management
- Fuel management
- Integrated Query Builder

During these sessions, major system set up will be reviewed to include operating procedures, coding conventions, financial account coding, equipment and operations hierarchy’s, repair, status and vendor coding, event and inspection scheduling/methodology and any other elements supporting Cook County Sheriff’s desired business processes. After these detailed business process reviews, Chevin documents the business goals and current and future state practices as needed for each of these major system areas and ultimately uses this documentation to initiate the configuration process of FleetWave. Included in this documentation will be detailed field level descriptions, process flow documentation as required and screen designs insuring that Cook County Sheriff’s initial requirements are fully supported.

Chevin then works with Cook County Sheriff project team to configure FleetWave based upon the output and decisions from these detailed system design sessions. The Chevin team will perform the configurations. This initial prototype configuration will include data elements identified within the implementation pre-assessment document as well as all of the initial data attributes made available. Decisions made during this phase of the project will have a direct impact on the eventual system work flow and the successful roll-out of FleetWave.

It is critical during this phase of the project that Cook County Sheriff project team have the authority and charter to make appropriate decisions regarding FleetWave configuration and implementation to insure timelines are maintained. The project team should have complete knowledge and familiarity with the entirety of the fleet operation from equipment acquisition through disposal.

Phase 2 – Deliverables	Proposed Responsibility
Design schedules and agendas	Chevin
Detailed Project Plan(s) – Active draft	Chevin, Cook County Sheriff
Design workshops (fit/gap analysis, design document/decisions, reporting requirements, security requirements, interface assessment	Chevin
Initial Data Analysis, Review and Migration	Chevin, Cook County Sheriff
Development of Prototype System	Chevin, Cook County Sheriff
Design and Prototype Sign-Off	Cook County Sheriff

Cook County's Statement of Work

Phase 3 – Implementation and Configuration

During this phase of the project, the configuration of FleetWave is initiated. Cook County Sheriff's specific interfaces are defined and coded, and screen design and related business process enhancements are implemented.

During the System Implementation and Configuration phase of the project, Chevin works with Cook County Sheriff's subject matter experts and technical resources to develop and document the specific data conversion and mapping process, security strategy and protocols, training plan and curriculum and system acceptance, testing plans and time frames.

Chevin will hold structured onsite as well as web-based meetings to review FleetWave screen design, data capture and business processes that were completed during the System Design and Prototype phase to insure compliance with Cook County Sheriff expected functionality. Issues uncovered during these sessions will be documented by Chevin's Project Manager, addressed and reviewed once more before advancing the project to testing. Once development and configuration have been completed, unit testing issues have been documented and resolved and data has been reconciled, system testing will occur. As detailed in previous discussions, Chevin will work with Cook County Sheriff staff to help design a system testing plan that insures that all processes, interfaces and process flows work together in an integrated fashion. System integration testing ensures that Cook County Sheriff's business operations will be supported in, through and beyond the FleetWave implementation process.

Master Record Data Conversion Process

To assist Cook County Sheriff in better understanding Chevin's data conversion process, insure rapid user adoption of the new FleetWave environment as well as enforce a consistent ongoing data model, we utilize a collaborative approach to review, validate and migrate Cook County Sheriff's standing organizational, finance and equipment inventory details as well as supplemental Cook County Sheriff operating systems into FleetWave.

Chevin will work with Cook County Sheriff project team to ensure that the critical path of cleanly converted data is completed successfully and on time. This effort will include the assignment of tasks to each team and an agreed upon time schedule. Cook County Sheriff will need to resource the appropriate internal resources to address any questions that may arise during these data conversion discussions. Cook County Sheriff will be responsible for providing all organizational and inventory data in an agreed upon electronic format.

To develop the base data mapping and conversion routines for FleetWave, Chevin utilizes a structured data conversion process that begins with initial review of Cook County Sheriff's data currently being captured within the existing fleet databases to identify:

- What fleet information is currently collected?
- How and where this data is currently stored,

Cook County's Statement of Work

- The general quality and reliability of the data,
- What information is available electronically for migration into FleetWave, and
- What additional information is currently being captured in supplemental spread sheets, paper and white boards that needs to be included in the new fleet management software

Chevin's Project Manager and Data Migration Specialist will then review Cook County Sheriff supplied data extracts to assess the integrity of the current system-maintained data to determine what data can and should be converted. Based upon this analysis, Chevin will identify the data sources and map this source information into the appropriate FleetWave tables and fields. Additional data that is captured outside of the current systems that can be consolidated into properly formatted files will also be identified and mapped into FleetWave.

Chevin's conversion process includes analyzing Cook County Sheriff's supplied data and creating a comprehensive data model to fit within the FleetWave environment. As part of this process Chevin creates a migration database of all exported data and then creates data views and conversion packages to assemble and validate this data moving to the new data model. These data views include baseline field descriptions as well their respective mapping into the FleetWave environment. Data integrity, errors and issues where data may not support current or future process is evaluated and addressed at this time. Chevin then loads this properly formatted data into the FleetWave development environment residing on Chevin's servers.

The initial FleetWave development environment will include all system codes; organizational hierarchy and supporting reference tables; complete equipment and summarized equipment history details; parts inventory data as needed (i.e. part number, description, price, quantity on hand) etc. This initial development database will be used for system configuration, module review sessions, field translation efforts and initial user acceptance training purposes so that Cook County Sheriff will have the advantage of utilizing accurate, meaningful data for all training and system review activities. This process fosters a greater understanding of the FleetWave environment but also allows Cook County Sheriff's project team to review the conversion process and recommend any revisions prior to a final data conversion before deploying the production environment.

The Chevin Project team will assist Cook County Sheriff with initial testing of the converted data, validating that each of the supporting tables holds the appropriate data elements, the security model is working properly and that system users can access the system, open a repair authorization on a piece of equipment and close it, add or change a unit, run a Query, add a field, add a column to a view, create a KPI, etc. This testing will be done to ensure the data and system is correct and follows the plan before the final production conversion is completed.

A second final production conversion will be completed just prior to production roll-out to update all relevant tables with pertinent, recent data from the current fleet maintenance system. The same process as used for the initial data conversion will be used to configure the final FleetWave production databases.

Prior to moving to the Deployment phase, Chevin will facilitate a series of working sessions with Cook County Sheriff's project staff to develop a functional test plan. The functional test plan will include components such as:

- A list of the objectives and goals of the testing effort
- A description of the user acceptance tests that will be performed
- A list of roles and responsibilities for testing

Cook County’s Statement of Work

- The planned testing environment and data requirements
- Testing procedures

As part of Chevin’s comprehensive implementation methodology, we will develop and deliver process-oriented end user training material in printed and electronic formats that can be reproduced as necessary to support future system training as necessary. Once initial system configuration has been completed, Chevin training resources will begin to develop role-based training materials utilizing Cook County Sheriff configured screens and data layouts and initiate the training curriculum outlines. Chevin will provide a “train the trainer” curriculum whereby Chevin will train key Cook County Sheriff resources allowing this personnel to train remote Cook County Sheriff system users.

Phase 3 – Deliverables	Proposed Responsibility
Functional and Technical Specifications	Chevin, Cook County Sheriff
Interface development	Chevin, Cook County Sheriff
Data Mapping/conversion	Chevin, Cook County Sheriff
Reconcile converted data	Chevin, Cook County Sheriff
Testing strategy and plan	Chevin, Cook County Sheriff
Security strategy and plan	Chevin, Cook County Sheriff
Sign-off to move to system testing	Cook County Sheriff
Training curriculum	Chevin
System acceptance	Chevin, Cook County Sheriff
Sign-off to move to deploy	Cook County Sheriff

Phase 4 – Deployment

In this final phase of the project, end-user pre-production and production training is delivered, the production system is put in place for Go Live, the final data conversions are run, and acceptance testing is completed.

Prior to Go Live, Chevin will perform a second final data conversion, updating dynamic data elements to insure the integrity of system-maintained data. Dynamic data elements often include current meter readings, inspection dates, latest cost/expense details, etc. Chevin assumes that all dynamic data is available in a delimited format. Chevin will continue to support Cook County Sheriff through deployment and go-live stages to ensure that issues are resolved in a timely manner.

Testing

System Pre-Production Testing

Cook County Sheriff test environment will be utilized to support test application settings and functionality in a controlled environment using Cook County Sheriff data and configuration settings. This testing philosophy

Cook County's Statement of Work

assumes that all data entered during system testing will be sample information and used exclusively for testing purposes.

During this pre-production testing, Cook County Sheriff testing resources will primarily focus on:

- Data Conversion – Was the legacy data correctly mapped and transformed into FleetWave? Are there missing data elements that have not been converted that are available from an additional source that need to be manually loaded into the application?
- Application Configuration – Has FleetWave been configured correctly to support anticipated work flows?
- Interfaces – Does FleetWave correctly receive, process and export the appropriate data to/from the systems of record or service providers?

Any issues discovered during this initial testing phase will be documented as critical items and addressed individually by the Chevin implementation team. Once reviewed and accepted, each resolved issue will be moved into the pre-production environment for inclusion in the roll out phase.

Acceptance Testing

Chevin anticipates that Cook County Sheriff will utilize an acceptance testing philosophy whereby FleetWave will be deployed in a central location for comprehensive acceptance testing before general system roll out. The purpose of this process is to confirm FleetWave configuration and workflows in a controlled production environment and identify any potential production deployment issues and to mitigate any perceived risk.

Chevin will work with Cook County Sheriff to outline the acceptance testing process and determine the appropriate results needed to confirm that FleetWave is ready for full production deployment.

The goals for acceptance testing include:

- Test data conversion - Insure that that the legacy data was correctly mapped and transformed into FleetWave and that the data, supporting and transaction records were properly converted.
- Test desired workflow – Test that the FleetWave configured workflows efficiently support real-life operations
- Test interfaces – Test that FleetWave correctly receives, processes and exports the appropriate data to/from the systems of record or service providers.
- Period Close testing – Test month end processes and transaction file inputs/outputs to verify that all period close processes function as anticipated.
- Identify improvement opportunities – With any system implementation there are always opportunities to improve operations, streamline process and reduce costs. During acceptance testing performance is measured and opportunities are identified to further improve Cook County Sheriff processes and business intelligence.

During acceptance testing Chevin will continue to work with Cook County Sheriff project team to make additional adjustments to system settings, interface business rules and workflows as needed to achieve the desired end goal requirements as specified within the PID and subsequent project documentation.

System Administrator, Key User and Production Training

Based upon detailed business process discussions taking place throughout the implementation process, Chevin will develop and deliver a process-oriented training curriculum and documentation for Key User, Production and “train the trainer” Production training of Cook County Sheriff's system users to include System



Cook County's Statement of Work

Administrators, the Fleet Management staff and technical trainers to take place before commencement of live FleetWave operations.

The training curriculum and documentation will utilize Cook County Sheriff's fully configured system and will encompass any Cook County Sheriff specific processes configured within FleetWave. The training will be role-based and will address the functional requirements of each group being trained. The deliverables will not include remedial training for computer skills or any computer-based training. Chevin will perform onsite user training utilizing Cook County Sheriff's central training facility and a fully configured FleetWave Test environment.

Chevin has proposed the following training methodology based upon our current understanding of Cook County Sheriff's needs. This anticipated training methodology as detailed is subject to change based upon further discussions taking place during the implementation, configuration and deployment stage of this project.

System Administrator Training

System Administrator training is intended for the database administrator and system administrators and is performed by Chevin's technical training resource. This training is typically an informal session provided before or during system re-production training. Some of the topics include:

- Technical overview of FleetWave
- Screen design, table configuration, column ordering, etc.
- Field and table level security
- Menu structures
- Installing/Updating FleetWave
- Cook County Sheriff specific functions and configurations
- Password/user set up, security, user roles
- Query Builder
- KPI wizards
- Home Page dashboard set up

Key User and Production Training

Key user and production training is intended for key system users and Cook County Sheriff trainers and is performed by Chevin's technical training resource. This training is designed to provide the users and trainers with a role-based understanding of all of the pertinent functions necessary to perform their duties within FleetWave. Some of the topics include:

- System navigation
- Column sort, filter and query
- Equipment set-up
- Equipment acquisition and disposal
- Work orders and workshop scheduling
- Inventory and purchasing



Cook County’s Statement of Work

- Event scheduling and certification oversight
- Fuel management
- Query Builder, and more...

Chevin will create and support the training database (on Cook County Sheriff’s infrastructure) to be used during the training effort.

Once user training has been delivered, the production system is in place, final conversions are run, and acceptance testing has occurred, Cook County Sheriff will initiate system roll out to select areas and system users. During system roll out, Chevin will provide remote production assistance for all aspects of Cook County Sheriff’s operations, assuring the successful initial deployment of FleetWave. This Production training may include assistance for critical system users, system administrators or even casual users.

Chevin will only bill Cook County Sheriff for actual training days delivered and should Cook County Sheriff wish to modify the outlined profile, Chevin will provide a firm fixed fee proposal for these services utilizing a similar methodology to insure the most cost effective and efficient delivery process. Additionally, Chevin authorizes Cook County Sheriff to reproduce as necessary additional copies of all supplied documentation for internal use at no additional cost.

Phase 4 – Deliverables	Proposed Responsibility
End-user training	Chevin, Cook County Sheriff
Acceptance test criteria and results	Chevin, Cook County Sheriff
Final communications	Chevin, Cook County Sheriff
Production ready system	Chevin, Cook County Sheriff
Sign-off to go-live	Cook County Sheriff
Post production support	Chevin

Once user training has been delivered, the production system is in place, final conversions have been run and acceptance testing has occurred, Cook County Sheriff will initiate system roll out to selected locations. During initial system roll out, Chevin will provide onsite Production assistance for all aspects of Cook County Sheriff’s operations, assuring the successful initial deployment of FleetWave. This Production support may include assistance for critical system users, system administrators or even casual users. This training and initial production will be provided by a senior Chevin business consultant, allowing for the immediate resolution of almost any business process, training or system related issue that may arise.



Cook County's Statement of Work

Change Control Process

Chevin's application development and change control policy is straight forward. We never commence work or a change until our Cook County Sheriff have formally approved the change. To request an application change or a modification to the project scope of work, our project team would work with Cook County Sheriff's project team to define the high-level requirements as well as develop and review a comprehensive scope document outlining the requirements, specific process flows and business rules. Upon completion, Chevin would provide for Cook County Sheriff management review a formal change control document referencing the final requirements with a firm timeline, deployment strategy and fixed fee cost for the specific enhancement(s) or project changes. Upon receiving the executed acceptance of this change control, work on the enhancement or changes to the project scope will commence.

Roles and Responsibilities

The following sections provide information about the roles and responsibilities of both Chevin and the Cook County teams

Chevin Fleet Solutions

Chevin US Operations Team Leader

- Address escalations or project issues that require authority beyond that of the Chevin Project Manager
- Ensure that the necessary resources are committed to the project

Chevin Project Manager

- Collaborate with the Client Project manager on the project plan and P.I.D. document
- Ensure all Chevin project tasks are completed as per the project plan
- Resolve project bottlenecks
- Escalate issues to the appropriate party for resolution as needed
- Manage the change control procedure for those tasks which are outside the scope of this project
- Be the primary point of contact for the Chevin project team

Chevin Technical Product Specialist

- Conduct upgrade of FleetWave software
- Configure software components and interfaces to the other systems as part of this SOW.
- Conduct the Integrated Systems Testing
- Collaborate with Cook County and project managers as required
- Escalate issues to the appropriate party for resolution as needed

Chevin Development Lead

- Configure software components and interfaces to the other systems as part of this SOW.



Cook County's Statement of Work

- Conduct the Integrated Systems Testing

**Please note that several of the roles and responsibilities listed above may be handles by a single individual. Each role does not necessary represent a separate Chevin resource.*

The Client – Cook County

COOK COUNTY Fleet (Sponsor)

The client will provide a designated Project Sponsor (Ideally a senior member of the organization) who will:

- Demonstrate management level support and commitment to the project
- Serve as the ultimate decision maker regarding how the project proceeds
- Communicate the project status to senior leadership
- Ensure the necessary resources are committed to the project

COOK COUNTY Project Manager

The Client will provide a designated project manger who is skilled at handling cross functional projects implementations, and who knows how to get things done within the client's organization. The client's project manager will:

- Collaborate with the Chevin project manager on this project
- Ensure all project tasks are completed per the project plan
- Resolve project bottlenecks
- Escalate issues to the appropriate stakeholders for resolutions
- Manage the change control procedure for those tasks which are outside the scope of this project
- Be the primary point of contact for the Chevin project team

COOK COUNTY Systems Administrator

- Provide support to the end users and provide day to day administration of the systems after rollover to production
- Learn the FleetWave system and be available for testing
- Make specific configuration changes
- Provide Chevin with system access and participate in the code and software installation
- Execute appropriate backups of the testing, training, and production environments
- Provide ongoing technical support during testing and the rollover to productions
- Be available to provide system support to end users

Cook County's Statement of Work

Cook County's Team (end -user representative)

- Possess a solid understanding of the systems and the objectives of the project upgrade
- Be available throughout the installation and configuration phase of this project
- Conduct User Acceptance Testing (UAT)
- Be available to answer questions or provide input during this project
- Perform and coordinate end user training

Project Assumptions

To execute the project successfully, several key assumptions have been made. Deviations that arise during the project may impact the project timelines and the scope of work provided by Chevin. If any situations occur, Chevin and the NYS -OGS Project Manager will meet and agree on the appropriate course of action.

Project

- All project related work will be performed as per the SOW and within designated timelines
- Changes to the SOW will be mutually agreed upon between Chevin and Cook County through the Project Change Control process
- Chevin representatives will participate in meetings remotely by telephone.

Technical

- The servers or virtual machines for testing, training, and production environments meet or exceed the specifications provided by Chevin and are ready per the SOW.
- The client workstations meet or exceed the specifications provided by Chevin
- The client will install and configure the servers (operating systems, patches, virtual machines, etc.) prior to the Chevin software being installed
- The Cook County staff are familiar with the internal systems and network settings
- The Cook County technology infrastructure is sufficient to support reasonable performance of the Chevin .Net system
- Technical support will be available to Chevin throughout this project
- Chevin will be provided with access to all the necessary software systems and servers to perform its responsibilities as part of this project.

Organizational

- Support services during implementation will be provided in accordance with this SOW
- Cook County and Chevin will track all software related issues via project tracking document to be provided during the remote kick off meeting.

Completion Criteria

Chevin will have fulfilled its obligation under this SOW when the following occurs.



Cook County's Statement of Work

- Chevin achieves the deliverables and checkpoints described in this SOW and,
- The client has successfully achieved go-live status



Program Schedule No. 1

Software License and Services Agreement

Chevin Fleet Solutions LLC and Cook County

1. PROGRAMS.

Definition of Program license and quantity purchased:

FleetWave Perpetual Software License	Cost
FleetWave Licensing for 2,600“active fleet assets” to meet Cook County’s’ requirements with unlimited user access rights	
Modules include: Vehicle/Asset Management, Equipment Orders, Inventory, Fuel, PM Scheduling, Billing, Work Order, Workshop Floor/Tools, Driver, Motor Pool, Accident Management, and integrated Query Builder.	\$ 74,450
FleetWave Management Reporting Suite License	\$ 19,500
Subtotal Software Licenses	\$ 93,950
 Professional Services	
Project Management, Configuration, and Implementation Services *	\$ 81,600
Data Migration - Standing Organizational, Vehicle and Inventory data*	\$ 24,600
FleetWave On-site Training – Primary Training Locations*	
System Administrator/Regional Fleet Manager Training (Up to3 Days) *	\$ 4,800
Pre-Production User Acceptance Training (Up to 4 Days) *	\$ 6,400
Train-the-Trainer Training (Up to 4 Days) *	\$ 6,400
Post-Production Training (5 days) *	\$ 8,000
One Way – WEX Commercial Fuel Card Interface	\$ 4,900
Two-Way NAPA Interface	\$ 21,400
Two Way Billing interface	\$ 19,500
Active Directory Interface	\$ 22,400
 Subtotal Professional Services	 \$ 200,000
 FleetWave Forms	
2 Years of Professional Forms Edition 24 X \$ 649.00 (up to 50,000 submissions per month, \$.01 for above 50,000 submissions per month)	\$ 15,576
One- time set up Fee and 1 day of training*	\$ 4,500
 Subtotal FleetWave Forms	 \$ 20,076
 *Travel & Expenses not to exceed (Actual costs will be billed)	 \$ 15,000
 FleetWave Monthly Support	
Monthly Support - Year1 with Management Reporting Suite	\$ 1,565.83
Monthly Support - Year2 with Management Reporting Suite	\$ 1,596.83
 Subtotal FleetWave Annual (2) Software Maintenance Fees	 \$ 37,951.92
 Total FleetWave Costs for Licenses, Professional Services, Training and Software Maintenance	 \$ 366,977.92

2. PAYMENT MILESTONES

100% of license fees will be invoiced upon execution of the contract and approval by the Cook County Board of Commissioners. Monthly invoices shall be submitted thereafter to include Fleetwave Monthly Support costs, monthly Fleetwave Forms costs, training day(s) if completed in the prior 30 days, and any applicable Travel Expenses with itemized receipts attached,

Professional Services shall be invoiced separately and paid based on milestones, provided that neither the County nor Sheriff shall pre-pay for any services. Professional services shall be billed and paid in percentage allotments in accordance with the following milestones:

Design Phase Completion – 25% of the total Cost	(\$50,000)
Build Phase Completion – 25% of the total Cost	(\$50,000)
Testing Phase Completion – 25% of the total Cost	(\$50,000)
Go Live – 25% of the total Cost	(\$50,000)
Total:	\$200,000

3. DOCUMENTATION

Documentation Included in License Fee:
User Guide

4. BILLING

Bills will be in accordance to the terms stated in the Standard License Agreement to the following person:

Licensee:

Cook County

5. NOTICES

Notices will be given as required and stated in the contract, to the following persons:

Licensor:

Chevin Fleet Solutions LLC
P.O. Box 2192
Fitchburg, MA 01420

Licensee:

Cook County

EXHIBIT 2

Software License and Services Agreement



Software License and Services Agreement # 16-212

Between: Chevin Fleet Solutions, LLC.
P.O. Box 2192
Fitchburg, MA 01420-0014
("Licensor")

And: Cook County
("Licensee")

This Agreement is entered into by and between Licensee and

Licensor on _____ ("Execution Date").

WHEREAS, Licensor owns, or has licenses to, certain software programs used for fleet/asset management (hereinafter "Program Product(s)"); and

WHEREAS, Licensee desires to obtain a license to use such Program Product(s); and

WHEREAS, Licensor desires to provide Licensee with certain consulting services that relate to the use of such Program Product(s) (hereinafter "Services"),

THEREFORE, the parties agree as follows:

1. GRANT AND USE.

- A. Licensor hereby grants Licensee a non-exclusive, non-transferable, royalty-free license to use the Program Product(s) listed in Program Schedule 1, which includes executable code and user documentation prepared by or for Licensor and any updates thereto ("Documentation").
- B. Licensee shall use of the Program Product(s) solely for internal use and for the purposes described in the Documentation. The Program Product(s) will be used only on the central processor(s) and operating system(s) and only at the designated location(s) set forth in Program Schedule 1.
- C. Licensee may make one (1) backup copy of the Program Product(s), provided that any such copy contains all trademark, confidentiality or copyright notices that were on the original.
- D. No right is granted by Licensor for the use of the Program Product(s) by others, except Licensee's employees, agents and contractors, unless mutually agreed upon in writing by Licensor. Licensee further agrees not to reverse engineer or decompile any part or portion of the Program Product(s).

2. PAYMENT.

- A. License Fees. The License Fees listed in Program Schedule No. 1 will be payable based upon the billing milestones outlined in the Program Schedule 1.
- B. Services Fees. The Services Fees listed on Program Schedule No. 1 will be payable based upon the billing milestones outlined in the Program Schedule 1.
 - (1) Reasonable travel and living expenses will be invoiced as incurred by Licensor.
- C. Maintenance Services Fees. The Maintenance Service Fees listed in Program Schedule No. 1 are payable annually in advance.

Chevin Fleet Solutions, LLC.

D. Taxes. Licensee agrees to pay on or before the due date thereof any and all taxes, assessments, and other government charges relating to the possession, use or operation of the Program Product(s) pursuant to this Agreement, except for Federal and State income taxes of Licensor. Licensee agrees to comply with all laws requiring the filing of tax returns for the above- mentioned taxes, and Licensor will promptly forward to Licensee any statements for such taxes received by Licensor.

3. SHIPMENT.

Shipment of the Program Product(s), and related Documentation will be on a date specified by Licensee, but no later than ninety (90) days following Execution Date.

4. PROFESSIONAL SERVICES.

If requested by Licensee, Licensor will provide additional assistance for the installation and use of the Program Product(s), as set forth in Program Schedule No. 1, over and above the services set forth in Service Schedule No. 1, attached hereto, subject to the following terms:

- A. Licensor will provide such professional services at mutually agreed times, subject to availability of Licensor personnel and facilities. These professional services will be billed to Licensee separately as used, at the then current rates for such professional services, plus reimbursement for reasonable travel and living expenses.
- B. Licensee will provide all media and computer time necessary for the effective provision of professional services.

5. WARRANTY.

Licensor warrants that the Program Product(s) will materially conform to the Documentation for ninety days (90) upon installation of the Program Products ("Warranty Period"), provided Licensee incorporates all program corrections and enhancements delivered to Licensee. Licensor does not warrant that the functionality of the Program Product(s) will meet Licensee's requirements or that the Program Product(s) will operate in combination with other products, which may be selected for use by Licensee but not expressly recommended in the Documentation. This warranty shall not apply or shall terminate: (i) if customer uses the Program Product(s) in an operating environment other than that specified in the Documentation; or (ii) if performance problems arise because of accident, unusual physical, electrical or electro-magnetic stress, neglect, error, abuse or misuse, or failure of electric power, air conditioning, humidity control, or hardware; (iii) if the Program Product(s) has been modified by or on behalf of Licensee other than by Licensor or Licensor's authorized agent; or (iv) if Licensee fails to incorporate the third-party products required to utilize the Program Product(s), as set forth in Program Schedule 1 and/or the Documentation.

- A. Responsibility. Licensor's only responsibility under the foregoing warranty shall be to correct or replace any part of the Program Product(s) found to be materially non-conforming; provided, however, that if such material non-conformance is due to user error or negligence, abuse or misuse, or to hardware or non-Licensor software malfunctions, Licensee shall reimburse Licensor for the services provided by Licensor to determine and/or correct such non-conformance at the professional services rate specified on Licensor's price schedule in effect at the time such professional services are provided, and for the reasonable expenses incident to such professional services.

B. Non-Conformance. Licensor shall use all commercially reasonable efforts to install and operate the Program Product(s). During the Warranty Period, if any Program Product(s) fails to conform to the Documentation and if, in the opinion of Licensee, Licensor is unable to remedy the non-conformance within thirty (30) days of written notice thereof from Licensee, Licensee may return the non-conforming Program Product for a refund not to exceed the license fee paid for such non-conforming Program Product as set forth in Program Schedule 1. In the event of a request for refund or credit, Licensee shall return and/or destroy the Program Product(s) as specified in Paragraph 11. Upon the receipt of the Program Product(s) and/or certification of destruction, the license for said Program Product(s) automatically terminates.

C. Third Party. LICENSOR'S WARRANTY DOES NOT EXTEND TO PRODUCTS MANUFACTURED OR AUTHORED BY THIRD-PARTY MANUFACTURERS AND USED IN CONJUNCTION WITH LICENSOR'S PRODUCTS. SUCH THIRD-PARTY PRODUCTS, ALTHOUGH LICENSED OR SUB-LICENSED BY OR THROUGH LICENSOR, ARE SUBJECT TO THEIR OWN WARRANTY PROVISIONS, WHICH ARE SEPARATELY STATED AND SEPARATELY INCLUDED WITHIN THEIR OWN PACKAGED SOFTWARE PRODUCTS.

D. Disclaimer of Warranty. LICENSOR MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED AND EXPRESSLY DISCLAIMS ALL

WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. MAINTENANCE SERVICE.

Maintenance Service, as defined herein, commences upon installation of the Program Products.

A. Service

(1) Comprehensive Assistance

- (a) Licensor shall provide a service representative(s) to respond to telephone, email and facsimile inquires regarding each Program Product(s) licensed by the Licensee.
- (b) This service will be provided during the hours of 8:00 a.m. to 6:00 p.m. Eastern Standard Time, Monday through Friday, excluding Licensor holidays. Licensor may, at its discretion, provide assistance during periods when normal service is not available.
- (c) Licensee may at any time substitute for each licensed Program Product(s) any other version of the same Program Product(s) then offered by Licensor, if the Maintenance Services shall have been continuously in effect since the Execution Date.
- (d) In the event the Licensor develops an alternative product that the Licensee wishes to, at any time, substitute for each licensed Program Product(s), the Licensor will offer the new product at a special upgrade license fee that provides a credit to the Licensee equivalent to the License Fees paid for the Program Product(s).
- (e) Licensee shall have six (6) months from shipment of the substituted version to convert all data to the substituted version and, at Licensor's option, return the original version postpaid to Licensor or certify in writing that it has been destroyed. In the event Licensee fails to return the original version, Licensee shall pay

Licensor the full list license fee for the substituted version.

- (f) Conversion aids and upgrade assistance is available from Licensor under separate agreement.

(2) Responsive Enhancements:

- (a) Payment of the Maintenance Services Fees entitles Licensee to any enhancements, updates, or changes to the licensed Program Product(s) and applicable Documentation. Licensee agrees to incorporate promptly any and all such updates, enhancements, or changes delivered to Licensee by Licensor.
- (b) During the Maintenance Services term and subject to Section 6A(3), Licensor shall correct or replace any portion of each Program Product(s), found not to conform to the applicable Documentation.

(3) Condition

- (a) If Licensee uses the Program Product(s) in an operating environment other than that specified in the Documentation, or if

performance problems arise because of accident, unusual physical, electrical or electromagnetic stress, error, negligence or abuse or misuse or failure of electric power, air conditioning or humidity control, non-Licensor software, or hardware, or if Licensee fails to incorporate updates, enhancements, corrections, or changes, or if the Program Product(s) has been modified by or on behalf of Licensee other than by Licensor or

Licensor's authorized agent, Licensor shall have no obligation to provide the Licensor Maintenance Services. Should Licensor provide service to determine or correct non-conformance in a Program Product(s) due to one or more of the aforementioned conditions, then Licensee shall reimburse Licensor for the provision of such professional services at the professional services rate specified on Licensor's price schedule in effect at the time such professional services are provided, and for reasonable expenses incident to such professional service.

- B. Term; Payment. The initial Maintenance Services term shall commence upon installation of the Program Product(s) and unless sooner terminated as provided herein, shall continue for one (1) year. Licensor shall provide Licensee Maintenance Services for successive one-year terms provided Licensor receives advance payment in full of the Maintenance Services Fee then in effect. The Maintenance Services Fee shall be invoiced thirty (30) days prior to the expiration of the preceding Maintenance Services term. Licensor may increase the Maintenance Services Fee by no more than five percent (5%), or the Consumer Price Index (CPI), for the preceding twelve (12) month period, whichever is greater, upon the expiration of the initial Maintenance Services term and during any of the subsequent Maintenance Services terms, such increase shall be effective upon thirty (30) days written notice to Licensee. Notwithstanding the foregoing, all payments must comply with the requirements set forth in Article 5, COMPENSATION, of the PSA.
- C. Termination Licensee may terminate the Maintenance Services at any time upon thirty (30) days written notice to Licensor; however, prorated refund or rebate shall be allowed for any unused portion of any Maintenance Services term. Licensor may not permanently terminate the Maintenance Services upon the expiration of a Maintenance Services term.

7. TRADEMARKS.

No license or other right is granted herein to either party to use any identifying mark (such as, but not limited to, trade name, trademark, service mark or trade dress) owned by, or used to identify any product or services of a party to this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, either party may use the trademark or service mark of the other party in any customer list, promotional, sales or marketing literature without the prior consent of the other party.

8. OWNERSHIP.

Licensor is the owner of all rights, title and interest in and to the Program Product(s) and the ideas and expressions contained therein, and all physical forms thereof, regardless where resident, whether permanent or transient, including authorized and unauthorized copies, and any and all modifications made by or on behalf of Licensee, and its operating instructions and Documentation and any copyrights thereof.

9. PROPRIETARY INFORMATION.

A. Definition. "Proprietary Information" means confidential and proprietary information that is not made generally available to the public that relates to either parties' business, products and services, including but not limited to data, trade secrets, discoveries, ideas, concepts, know-how, technique, software, business activities and operations, reports, studies and other technical and business information, including with respect to Licensor, the Program Product(s) and related Documentation. Proprietary Information includes information transmitted in writing, orally or visually.

B. Non-Disclosure. Each party shall keep in confidence all Proprietary Information of the other party and will not directly or indirectly disclose to any third party or use for any purpose other than the performance of its obligations under this Agreement, any Proprietary Information it receives from the other party. Each party shall use reasonable care to protect the other party's Proprietary Information, in no event less than the same degree of care it would employ with respect to its own information of like importance that it does not desire to have published or disseminated. Each party may make Proprietary Information of the other party available to those of its employees, agents or contractors who have a need to know such information for purposes of this Agreement and who are subject to binding use and disclosure restrictions at least as protective as those set forth herein.

C. Exclusions. The obligation of confidentiality shall not apply to any information or data which can be proven by the receiving party: (i) to be publicly known through no wrongful act on the part of Licensee, its employees or agents; (ii) to be known to Licensee at the time of disclosure; or (iii) to be rightfully received by Licensee from a third party; or (iv) to have been approved for release by prior written authorization from Licensor.

D. Remedies. Licensor and Licensee acknowledge that each party's Proprietary Information represents unique and valuable assets of such party. The Parties therefore agree that in the event of a breach of this Section 9, monetary damages may not be an adequate remedy and that the non-breaching party may be entitled to seek such other remedies as may be available in law or in equity.

10. NOTIFICATION OF UNAUTHORIZED USE.

Licensee agrees to notify Licensor promptly upon discovery of any unauthorized possession, use, or disclosure of any part or form of the Program Product(s), or of any other Proprietary Information made available to Licensee pursuant to the Agreement, and further agrees to reasonably cooperate with Licensor to help Licensor regain possession and/or prevent further unauthorized disclosure or use and/or recover damages caused by such disclosure or use.

11. TERMINATION.

If Licensee fails to perform any of its obligations or duties hereunder and shall fail to remedy the same within thirty (30) days of notice thereof from Licensor, Licensor may, by written notice to Licensee, immediately terminate this Agreement. In the event of any such termination, Licensee shall remain liable for the full amount of the license fee and

fees for services rendered up to the date of the notice of termination, all of which shall become immediately due and payable, and shall not be entitled to any refund or any rebate of any portion of such fees. Licensee agrees that upon expiration or termination of this Agreement for any reason, Licensee shall immediately: (i) cease using the Program Product(s) and; (ii) erase all physical forms thereof from internal and external storage media in each computer system in which it, or they, have been installed; (iii) maintain in confidence all Proprietary Information gained pursuant to this Agreement; and (iv) at the option of Licensor, either return postpaid to Licensor, or certify in writing, that it has destroyed all physical forms of the Program Product(s), including any and all modifications thereof by whomever made, and all operating instructions and Documentation. Accounts more than thirty (30) days overdue are in breach of this Agreement and are subject to the remedies described herein.

12. LIMITATION OF LIABILITIES AND REMEDIES.

A. Incidental Damages. SUBJECT TO SECTION 12(C) BELOW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOSS OF PROFITS, EVEN IF THE APPLICABLE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

B. Direct Damages.

(1) SUBJECT TO SECTION 12(C) BELOW, LICENSOR'S TOTAL LIABILITY TO LICENSEE, WHETHER IN CONTRACT, TORT (INCLUDING BREACH OF WARRANTY, NEGLIGENCE AND STRICT LIABILITY IN TORT) OR OTHERWISE SHALL BE LIMITED TO TOTAL LICENSE FEE PAID BY LICENSEE HEREUNDER.

(2) SUBJECT TO SECTION 12(C) BELOW, LICENSEE'S TOTAL LIABILITY TO LICENSOR, WHETHER IN CONTRACT, TORT (INCLUDING BREACH OF WARRANTY, NEGLIGENCE AND STRICT LIABILITY IN TORT) OR OTHERWISE SHALL BE LIMITED TO THE TOTAL LICENSE FEE PAID BY LICENSEE HEREUNDER.

C. Waiver of Liability Cap. THE LIMITATIONS SET FORTH IN SECTIONS 12(A) and 12(B) SHALL NOT APPLY WITH RESPECT TO: (i) DAMAGES OCCASIONED BY THE BREACH OF SECTION 1; (ii) SECTION 8, (iii) THE OBLIGATION TO INDEMNIFY LICENSEE PURSUANT TO SECTION 19 HEREOF; OR (iv) DAMAGES ARISING FROM PERSONAL INJURY, DEATH, OR DAMAGE TO TANGIBLE PERSONAL PROPERTY (EXCLUDING DATA).

13. RIGHT OF QUIET ENJOYMENT.

Licensor guarantees to Licensee continued uninterrupted use of the Program Product(s) in the event of any act of bankruptcy or reorganization by Licensor, provided Licensee is not in breach of its obligations under this Agreement. The Program Product(s) and Documentation are free of all claims liens and encumbrances.

Licensor represents only that it is authorized at the time of the entering into this Agreement to license and/or to sub-license any third party products, which are included in the Program Product(s).

14. BANKRUPTCY, INSOLVENCY.

It is agreed by Licensee that no act of bankruptcy or insolvency, no assignment for the benefit of creditors, no reorganization or composition of debts for the relief of creditors, and no appointment of a trustee, receiver, or similar officer to take charge of Licensor's affairs, shall affect the rights and powers of Licensee under this Agreement. Licensee and Licensor acknowledge that this agreement is an executory

license agreement as such term is used in 11 U.S.C., Section 365 (n).

15. SURVIVAL.

The provisions of Sections 1, 8, 9, 12, and 19 shall survive the termination or expiration of this Agreement.

16. ASSIGNMENT.

Covered by Article 3(k) of the County Professional Services Agreement. Notwithstanding the language contained in Article 3(k), Licensee may not delegate or assign the whole or any part of this Agreement without prior written consent of Licensor, which shall not be unreasonably withheld.

17. EXPORT.

Licensee agrees that it will not knowingly export any software or data related to this Agreement from the United States or the country originally shipped to by Licensor in any form, without the required United States and foreign governmental licenses, if any.

18. EXCUSABLE DELAY.

Covered by Article 9(f) of the County Professional Services Agreement.

19. INDEMNIFICATION.

A. Indemnification. Licensor shall defend, indemnify, and hold harmless Licensee against all third party claims, based on infringement of valid copyrights, patents, and trade secrets held by such third parties, arising out of the possession or use by Licensee of the Program Product(s). As a condition to the foregoing, Licensee shall (i) promptly notify Licensor in writing of any indemnifiable claim; (ii) give Licensor sole control over the defense and settlement of such claim; and (iii) provide reasonable cooperation and assistance to Licensor in conducting its defense.

B. Infringing Program Product(s). Upon notice of a claim of infringement under this Section 19, Licensor, at its discretion may (i) obtain the right for Licensee to continue use of the allegedly infringing product; (ii) modify the allegedly infringing product so that it is no longer infringing; (iii) substitute other functionally-equivalent, non-infringing products to replace the allegedly infringing product; or (iv) in the event that after commercially reasonable efforts, Licensor is unable to cure any infringement under either (i), (ii) or (iii) immediately preceding, refund to Licensee the fees actually paid by Licensee to Licensor for the applicable infringing product less depreciation on a five (5) year straight-line basis.

C. Claims Based Upon Licensee's Action. The foregoing obligation to indemnify Licensee shall not apply to the extent that any claim of infringement results from use of products not developed and/or supplied by Licensor, any modification of the Program Product(s) by Licensee, or if the claim arises out of a combination of products not developed and supplied by Licensor, where in the absence of such combination, the Program Product(s) would not have been infringing.

20. SEVERABILITY AND LIMITATIONS OF ACTIONS.

In the event that any provision of this Agreement or the application thereof to any person or in any circumstances shall be determined to be invalid, unlawful, or unenforceable to any extent, the remainder of this Agreement and its application to other persons shall not be affected thereby, and each remaining provision of this Agreement shall continue to be valid and may be enforced to the fullest extent permitted by law. Licensor and Licensee agree that no actions by either party arising out of this Agreement may be brought by either party more than two (2) years after the cause of action has arisen.

21. NOTICE.

Covered by Article 11 of the County Professional Services Agreement.

22. CONSTRUCTION.

Covered by Article 10(d) of the County Professional Services Agreement.

23. ENTIRE AGREEMENT.

Covered by Article 10(a) of the County Professional Services Agreement.

EXHIBIT 3

Information Technology Special Terms and Conditions

Cook County Information Technology Special Conditions (ITSCs)

1. DEFINITIONS FOR SPECIAL CONDITIONS

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

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

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

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

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

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

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

1.8. **“Change Request”** means one Party’s request to the other Party for a Change Order.

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

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

1.11. **“Contractor Facilities”** means locations owned, leased or otherwise utilized by

Contractor and its Subcontractors from which it or they may provide Services.

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

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

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

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

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

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

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

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

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

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

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

licensor of the Third Party Intellectual Property under the terms of the applicable license.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.42. **“Required Consent”** means that consent required to secure any rights of use of or access to any of Using Agency-Provided Equipment, Using Agency-Provided Software, Using Agency Intellectual Property, Using Agency IP Materials, any other Equipment, any other Software whether Third Party Software or otherwise, any other Intellectual Property whether Third Party Intellectual Property or otherwise, any other IP Material, any of which are required by, requested by, used by or

accessed by Contractor, its Subcontractors, employees or other agents in connection with the Services.

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

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

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

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

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

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

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

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

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

1.52. **“Using Agency Data”** means all data, whether Personal Information or other data, provided by the Using Agency to Contractor, provided by Third Parties to Contractor for purposes relating to this Agreement, or otherwise encountered by Contractor for purposes relating to this

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

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

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

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

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

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

2. SERVICES AND DELIVERABLES

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

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

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

2.4. SLAs and Critical Milestones. Commencing on the Effective Date or as otherwise specified in this Agreement, Contractor shall, as set forth in this Agreement: (a) perform the Services in accordance with SLAs and Critical Milestones; and (b) regularly measure and report on its performance against SLAs and Critical Milestones. Contractor shall maintain all data relating to and supporting the measurement of its performance, including performance against SLAs and Critical Milestones, in sufficient detail to permit a "bottom up" calculation, analysis and reconstruction of performance reports

(including all inclusion and exclusion calculations) throughout the term of this Agreement. Such data shall be made available to the Using Agency in an electronic format reasonably acceptable to the Using Agency upon reasonable request and upon the expiration or termination of this Agreement.

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

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

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

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

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

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

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

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

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

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

security policies.

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

3. WARRANTIES

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

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

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

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

3.5. No Open Source. Contractor represents and warrants that Contractor has not (i) incorporated Open Source Materials into, or combined Open Source Materials with, the Deliverables or Software, (ii) distributed Open Source Materials in conjunction with any Deliverables or Software, or (iii) used Open Source Materials, in such a way that, with respect to the foregoing (i), (ii), or (iii), creates obligations for the Contractor with respect to any material Deliverables or grant, or purport to grant, to any Third Party, any rights or immunities under any material Deliverables (including, but not limited to, using any Open Source Materials that require, as a condition of use, modification and/or distribution of such Open Source Materials that other material Software included in Deliverables incorporated into,

derived from or distributed with such Open Source Materials be (A) disclosed or distributed in source code form, (B) be licensed for the purpose of making derivative works, or (C) be redistributable at no charge).

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

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

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

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

4. INTELLECTUAL PROPERTY

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

Agreement, Contractor shall return to the Using Agency all the Using Agency Intellectual Property, Using Agency IP Materials and copies thereof possessed by Contractor.

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

4.3. Contractor Intellectual Property. Contractor retains all right, title and interest in and to Contractor Intellectual Property and Contractor IP Materials that Contractor developed before or independently of this Agreement. Contractor grants to the Using Agency, a fully-paid, royalty-free, non-exclusive, non-transferable, worldwide, irrevocable, perpetual, assignable license to make, have made, use, reproduce, distribute, modify, publicly display, publicly perform, digitally perform, transmit, copy, and create derivative works based upon Contractor Intellectual Property and Contractor IP Materials, in any media now known or hereafter known, to the extent the same are embodied in the Services and Deliverables, or otherwise required to exploit the Services or Deliverables. During the term of this Agreement and immediately upon any expiration or termination thereof for any reason, Contractor will provide to the Using Agency the most current copies of any Contractor IP Materials to which the Using Agency has rights pursuant to the foregoing, including any related documentation. Contractor bears the burden to prove that Intellectual Property and IP Materials related to this Agreement were not created under this Agreement.

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

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

4.6. Software Licenses. This Agreement contains all terms and conditions relating to all licenses in Contractor-Provided Software and Contractor IP Materials. Except as explicitly set forth

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

5. USING AGENCY DATA AND CONFIDENTIALITY

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

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

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

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

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

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

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

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

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

6. DATA SECURITY AND PRIVACY

6.1. General Requirement of Confidentiality and Security. It shall be Contractor's obligation to maintain the confidentiality and security of all Using Agency Confidential Information, including without limitation Using Agency Data, in connection with the performance of the Services. Without limiting Contractor's other obligations under this Agreement, Contractor shall implement and/or use

network management and maintenance applications and tools and appropriate fraud prevention and detection and encryption technologies to protect the aforementioned; provided that Contractor shall, at a minimum, encrypt all Personal Information in-transit and at-rest. Contractor shall perform all Services utilizing security technologies and techniques and in accordance with industry leading practices and the Using Agency's security policies, procedures and other requirements made available to Contractor in writing, including those relating to the prevention and detection of fraud or other inappropriate use or access of systems and networks.

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

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

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

6.6. Information Access. Contractor shall not attempt to or permit access to any Using Agency Data or other Using Agency Confidential Information by any unauthorized individual or entity. Contractor shall provide each of the Contractor Personnel, Subcontractors and agents only such access as is minimally necessary for such persons/entities to perform the tasks and functions for which they are responsible. Contractor shall, upon request from the Using Agency, provide the Using Agency with an

updated list of those Contractor Personnel, Subcontractors and agents having access to Using Agency Data and other Using Agency Confidential Information and the level of such access. Contractor shall maintain written policies that include auditing access levels and terminating access rights for off-boarded Contractor Personnel, Subcontractors and agents.

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

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

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

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

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

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

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

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

shall, subject to Using Agency's written request to the contrary, minimize the collection of Personal Information.

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

7. DATA SECURITY BREACH

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

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

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

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

8. AUDIT RIGHTS

8.1. Generally. Contractor and its Subcontractors shall provide access to any records, facilities, personnel, and systems relating to the Services, at any time during standard business hours, to the Using Agency and its internal or external auditors, inspectors and regulators in order to audit, inspect, examine, test, and verify: (a) the availability, integrity and confidentiality of Using Agency Data

and examine the systems that process, store, support and transmit Using Agency Data; (b) controls placed in operation by Contractor and its Subcontractors relating to Using Agency Data and any Services; (c) Contractor's disaster recovery and backup/recovery processes and procedures; and (d) Contractor's performance of the Services in accordance with the Agreement. The aforementioned Using Agency audit rights include the Using Agency's right to verify or conduct its own SOC 2 audits.

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

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

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

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

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

9. RIGHT TO EXIT ASSISTANCE

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

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

9.3. Exit Assistance Period. Contractor shall: (a) commence providing Exit Assistance Services at the Using Agency's request (i) up to six (6) months prior to the expiration of the Agreement,

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

9.4. Manner of Exit Assistance Services. Contractor shall perform the Exit Assistance Services in a manner that, to the extent the same is within the reasonable control of Contractor: (a) is in accordance with the Using Agency's reasonable direction; (b) is in cooperation with, and causes its Subcontractors to cooperate with, the Using Agency and the Using Agency's designee(s); (c) supports the efficient and orderly transfer of the terminated Services to the Using Agency; (d) minimizes any impact on the Using Agency's operations; (e) minimizes any internal and Third Party costs incurred by the Using Agency and the Using Agency's designee(s); and (f) minimizes any disruption or deterioration of the terminated Services. Exit Assistance Plan. Contractor shall develop and provide to the Using Agency, subject to the Using Agency's approval and authorization to proceed, an Exit Assistance Plan that shall: (a) describe responsibilities and actions to be taken by Contractor in performing the Exit Assistance Services; (b) describe in detail any Using Agency Responsibilities which are necessary for Contractor to perform the Exit Assistance Services; (c) describe how any transfer of Assets and any novation, assignment or transfer of contracts will be achieved during the Exit Assistance Period; (d) detail the return, and schedule for return, of Using Agency Data and other Using Agency-specific information to be provided; (e) set out the timetable for the transfer of each element of the terminated Services (including key milestones to track the progress); (f) identify a responsible party for each service, task and responsibility to be performed under the Exit Assistance Plan; and (g) specify reasonable acceptance criteria and testing procedures to confirm whether the transfer of the terminated Services has been successfully completed. Following the Using Agency's approval of, and authorization to proceed with the final Exit Assistance Plan, Contractor will perform the Exit Assistance Services in accordance with the Exit Assistance Plan.

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

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

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

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

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

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

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

9.12. Software Licenses. If and as requested by the Using Agency as part of the Exit Assistance Services, Contractor shall: (a) re-assign licenses to the Using Agency or the Using Agency's

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

10. MISCELLANEOUS

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

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

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

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

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

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

EXHIBIT 4

Minority and Women Owned Business Enterprise Commitment



OFFICE OF CONTRACT COMPLIANCE

EDWARD H. OLIVIERI

CONTRACT COMPLIANCE DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

TONI PRECKWINKLE

PRESIDENT

**Cook County Board
of Commissioners**

BRANDON JOHNSON

1st District

DENNIS DEER

2nd District

BILL LOWRY

3rd District

STANLEY MOORE

4th District

DEBORAH SIMS

5th District

DONNA MILLER

6th District

ALMA E. ANAYA

7th District

LUIS ARROYO, JR

8th District

PETER N. SILVESTRI

9th District

BRIDGET GAINER

10th District

JOHN P. DALEY

11th District

BRIDGET DEGNEN

12th District

LARRY SUFFREDIN

13th District

SCOTT R. BRITTON

14th District

KEVIN B. MORRISON

15th District

FRANK AGUILAR

16th District

SEAN M. MORRISON

17th District

~~October 28, 2020~~

(Revised December 21, 2020)

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

Re: Contract No. 1912-17914
Fleet Management Software
Sheriff's Office

Dear Mr. Sarrafian:

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

Bidder: Chevin Fleet Management, LLC
Contract Value: \$366,977.92
Contract Goal: 35% MBE/WBE

<u>MBE/WBE</u>	<u>Status</u>	<u>Certifying Agency</u>	<u>Commitment (Direct)</u>
SDI, Presence, LLC	MBE-8	City of Chicago	12%

Partial MBE/ WBE Waiver Granted: Due to other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms.

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

Sincerely,

Edward H. Olivieri
Contract Compliance Director

EHO/smp

cc: Kelly Spencer, OCPO
Colleen Sullivan, Sheriff's Office

MBE/WBE UTILIZATION PLAN - FORM 1

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

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

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available online at www.cookcountyil.gov/contractcompliance)
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II below and the Letter(s) of Intent – Form 2).

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

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

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

MBE/WBE Firm: SDI Presence LLC
Address: 200 E. Randolph St., Suite 3550, Chicago, IL 60601
E-mail: msutherland@sdipresence.com
Contact Person: Michael Sutherland Phone: 312-961-7479
Dollar Amount Participation: \$ 38,400
Percent Amount of Participation: 12% %
*Letter of Intent attached? Yes X No _____
*Current Letter of Certification attached? Yes x No _____

MBE/WBE Firm: _____
Address: _____
E-mail: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation: \$ _____
Percent Amount of Participation: _____ %
*Letter of Intent attached? Yes _____ No _____
*Current Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

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



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

JUN 24 2019

David Gupta
SDI Presence, LLC
200 E. Randolph Street, Suite 3550
Chicago, IL 60601

RE: Change in NAICS codes

Dear Mr. Gupta:

We are pleased to inform you that we have updated your certification to reflect your firms change in NAICS codes. **SDI Presence LLC** continues to be certified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **06/30/2021**; however, your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an **annual No-Change Affidavit**. Your firm's annual No-Change Affidavit is due by **06/30/2020**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **06/30/2021**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **04/30/2021**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

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

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;

W
A

- Notify the City of any changes affecting your firm's certification within 10 days of such change; or
- File your recertification within the required time period.

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

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

Your firm's name will be listed in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities in the specialty area(s) of:

NAICS Code(s):

531390 – Other Activities Related to Real Estate
 541511 – Custom Computer Programming Services
 541512 – Computer Systems Design Services
 541512 - Information Management Computer Systems Integration Design Services
 541513 - Computer Facilities Management Services
 541519 – Other computer Related Services
 541690 – Other Scientific and Technical Consulting Services
 611420 – Computer Training
 811212 – Computer and Office Machine Repair and Maintenance
 541611 – Administrative Management and General Management Consulting Services

Specializes in: 541611 - Utilities Database Management and Emergency Exit Planning

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

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

Sincerely,



Shannon E. Andrews *my*
 Chief Procurement Officer

SEA/kr

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: SDI Presence LLC (SDI)

Certifying Agency: City of Chicago

Contact Person: Michael Sutherland

Certification Expiration Date: 6/30/2021

Address: 200 E. Randolph St.

Ethnicity: Asian Indian

City/State: Chicago, IL Zip: 60601

Bid/Proposal/Contract #: 1912-17914

Phone: 312-961-7479 Fax: 312-580-7600

FEIN #: 81-1357524

Email: msutherland@sdipresence.com

Participation: Direct Indirect

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

No Yes - Please attach explanation. Proposed Subcontractor(s): _____

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

SDI will provide 15 (fifteen) days of Programming services to perform Data Loading of the Historical Data from existing systems.
SDI will provide 9 (nine) days of User Training

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

Data Conversion - \$15,600; User Training - \$22,800; Total \$38,400 - 12%; Net 30 Days

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.

Sharee L. Wolff
Signature (M/WBE)

Joseph R. Morgan Jr
Signature (Prime Bidder/Proposer)

Sharee L. Wolff
Print Name

Joseph R Morgan Jr
Print Name

SDI Presence LLC
Firm Name

CHERRY Fleet Solutions, LLC
Firm Name

10/1/2020
Date

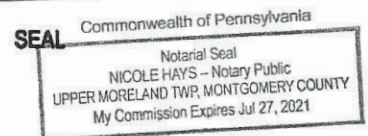
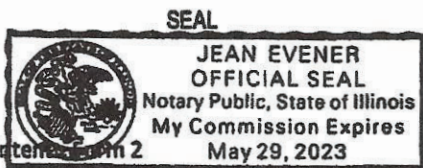
10/2/2020
Date

Subscribed and sworn before me
this 1st day of October, 2020

Subscribed and sworn before me
this 2nd day of October, 2020

Notary Public Jean Evener

Notary Public Nicole Hays





PETITION FOR WAIVER OF MBE/WBE PARTICIPATION – FORM 3

A. BIDDER/PROPOSER HEREBY REQUESTS:

FULL MBE WAIVER

FULL WBE WAIVER

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

23 % of Reduction for MBE Participation
____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

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

- (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. **(Please explain)**
- (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. **(Please explain)**
- (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. **(Please explain)**
- (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. **(Please explain)**

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

- (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. **(Attach of copy written solicitations made)**
- (2) Used the services and assistance of the Office of Contract Compliance staff. **(Please explain)**
- (3) Timely notified and used the services and assistance of community, minority and women business organizations. **(Attach of copy written solicitations made)**
- (4) Followed up on initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. **(Attach supporting documentation)**
- (5) Engaged MBEs & WBEs for direct/indirect participation. **(Please explain)**

D. OTHER RELEVANT INFORMATION



Chevin Fleet Solutions llc

347 Lunenburg St
Fitchburg
MA 01420
United States
T: 978-540 9970

www.chevinfleet.com

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

Chevin Fleet Solutions request a Waiver on the following grounds:

- It was not possible to train a local enterprise for Programming or Configuring our Software because our resources and development environment is physically located in-house and out of state, thus would require co-location of relevant teams which cannot currently be facilitated.
- However, in order to support the MBE/WBE programme Chevin has found "SDI Presence" and will provide training for them to conduct the following services:
 - Loading of client data
 - End-user training
- We will continue working with SDI in the future to develop a broader working relationship to support both Cook County and other clients.

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 35% MBE and WBE.** A Bid, Quotation, or Proposal shall be rejected if the County determines that it fails to comply with this General Condition in any way, including but not limited to: (i) failing to state an enforceable commitment to achieve for this contract the identified MBE/WBE Contract goals; or (ii) failing to include a Petition for Reduction/Waiver, which states that the goals for MBE/WBE participation are not attainable despite the Bidder or Proposer Good Faith Efforts, and explains why. If a Bid, Quotation, or Proposal is rejected, then a new Bid, Quotation, or Proposal may be solicited if the public interest is served thereby.
- C. To the extent that a Bid, Quotation, or Proposal includes a Petition for Reduction/Waiver that is approved by the Office of Contract Compliance, the Contract specific MBE and WBE participation goals may be achieved by the proposed Bidder or Proposer's status as an MBE or WBE; by the Bidder or Proposer's enforceable joint-venture agreement with one or more MBEs and/or WBEs; by the Bidder or Proposer entering into one or more enforceable subcontracting agreements with one or more MBE and WBE; by the Bidder or Proposer establishing and carrying out an enforceable mentor/protégé agreement with one or more MBE and WBE; by the Bidder or Proposer actively engaging the Indirect Participation of one or more MBE and WBE in other aspects of its business; or by any combination of the foregoing, so long as the Utilization Plan evidences a commitment to meet the MBE and WBE Contract goals set forth in (B) above, as approved by the Office of Contract Compliance.
- D. A single Person, as defined in the Procurement Code, may not be utilized as both an MBE and a WBE on the same Contract, whether as a Consultant, Subcontractor or supplier.
- E. Unless specifically waived in the Bid or Proposal Documents, this Exhibit; the Ordinance; and the policies and procedures promulgated thereunder shall govern. If there is a conflict

between this Exhibit and the Ordinance or the policies and procedures, the Ordinance shall control.

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

II. REQUIRED BID OR PROPOSAL SUBMITTALS

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

A. MBE/WBE Utilization Plan

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

1. Letter(s) of Intent

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

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

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

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

2. Letter(s) of Certification

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

- County of Cook
- City of Chicago

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

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

3. Joint Venture Affidavit

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

B. Petition for Reduction/Waiver

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

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

III. REDUCTION/WAIVER OF MBE/WBE GOALS

A. Granting or Denying a Reduction/Waiver Request.

1. The adequacy of the Good Faith Efforts to utilize MBE and WBE firms in a Bid or Proposal will be evaluated by the CCD under such conditions as are set forth in the Ordinance, the policies and rules promulgated thereunder, and in the “Petition for Reduction/Waiver of MBE/WBE Participation Goals” – Form 3 of the M/WBE Compliance Forms.
2. With respect to a Petition for Reduction/Waiver, the sufficiency or insufficiency of a Bidder or Proposer’s Good Faith Efforts shall be evaluated by the CCD as of the date upon which the corresponding Bid or Proposal was due.
3. The Contract Compliance Director or his or her duly authorized Waiver Committee may grant or deny the Petition for Reduction/Waiver based upon factors including but not limited to: (a) whether sufficient qualified MBE and WBE firms are unavailable despite good faith efforts on the part of the Bidder or Proposer; (b) the degree to which specifications and the reasonable and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract into sufficiently small tasks or quantities so as to enable the Bidder or Proposer to utilize MBE and WBE firms in accordance with the applicable goals; (c) the degree to which the prices or prices required by any potential MBE or WBE are more than 10% above competitive levels; and (d) such other factors as are determined relevant by the Contract Compliance Director or the duly authorized Waiver Committee.
4. If the Contract Compliance Director or the duly authorized Waiver Committee determines that the Bidder or Proposer has not demonstrated sufficient Good Faith Efforts to meet the applicable MBE and WBE goals, the Contract Compliance Director or the duly authorized Waiver Committee may deny a Petition for Reduction/Waiver, declare the Bid or Proposal non-responsive, and recommend rejection of the Bid, Quotation, or Proposal.

IV. CHANGES IN CONSULTANT'S UTILIZATION PLAN

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

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

V. NON-COMPLIANCE

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

VI. REPORTING/RECORD-KEEPING REQUIREMENTS

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

VII. EQUAL EMPLOYMENT OPPORTUNITY

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

Any questions regarding this section should be directed to:

Contract Compliance Director

Cook County

118 North Clark Street, Room 1020

Chicago, Illinois 60602

(312) 603-5502

EXHIBIT 5

Identification of Sub-Contracts/Supplier/Sub-Consultant Form

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

OCPO ONLY:	
<input type="checkbox"/>	Disqualification
<input checked="" type="checkbox"/>	Check Complete

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

Bid/RFP/RFQ No.: 1912-17914	Date: 10/27/2020
Total Bid or Proposal Amount: \$366,977.92	Contract Title: Fleet Management Software
Contractor: Chevin Fleet Solutions, LLC	Subcontractor/Supplier/ Subconsultant to be added or substitute: SDI Presence LLC
Authorized Contact for Contractor: Joe Morgan	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Michael Sutherland
Email Address (Contractor): joe.morgan@chevinfleet.com	Email Address (Subcontractor): msutherland@sdipresence.com
Company Address (Contractor): 347 Lunenburg Street	Company Address (Subcontractor): 200 E.Randolph Street, Suite 3550
City, State and Zip (Contractor): Fitchburg, MA 01420-4541	City, State and Zip (Subcontractor): Chicago, IL 60601
Telephone and Fax (Contractor): (978) 540-9970	Telephone and Fax (Subcontractor): Office: 312-580-7500; Fax: 312-580-7600
Estimated Start and Completion Dates (Contractor): 12/1/2020 - 5/31/2022	Estimated Start and Completion Dates (Subcontractor): 12/1/2020 - 5/31/2022

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

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Data Conversion and User Training	\$38,400

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

Joe Morgan

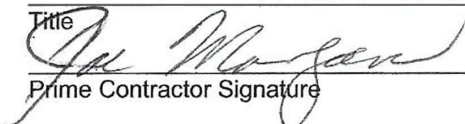
Name

Vice President, Enterprise Sales

Title

Prime Contractor Signature

Date



11/03/2020

EXHIBIT 6

Evidence of Insurance



CHEVFLE-01

BMCDONOUGH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/27/2020

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 The Corcoran & Havlin Insurance Group 287 Linden Street Wellesley, MA 02482	CONTACT NAME: Beth F McDonough, CIC PHONE (A/C, No, Ext): (781) 235-3100 280 FAX (A/C, No): (781) 235-1622 E-MAIL ADDRESS: BMcdonough@chinsurance.com
INSURER(S) AFFORDING COVERAGE	
INSURED	NAIC #
Chevin Fleet Solutions, LLC 347 Lunenburg Street Fitchburg, MA 01420	INSURER A : MAPFRE Insurance Company 23876 INSURER B : Commerce Insurance Company 34754 INSURER C : Twin City Fire Insurance Company 29459 INSURER D : Chubb Insurance Group INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			8008030008916	10/2/2020	10/2/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			8008030008916	10/2/2020	10/2/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CP 416526-20	10/2/2020	10/2/2021	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$ 4,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below N / A			08WECLH8366	10/2/2020	10/2/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	\$ 1,000,000
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Cyber Liability			D95127289	10/25/2020	10/25/2021	Limit	\$ 1,000,000
D	Cyber Liability			D95127289	10/25/2020	10/25/2021	Aggregate	\$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

Cook County
 Attn: Contract Compliance Director
 118 North Clark Street, Room 1020
 Chicago, IL 60602

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

EXHIBIT 7

Cook County Travel and Business Expenses Policy and Procedures

The Policy is to provide general Principles and Requirements, where applicable and permissible under the executed contract. References made on County's voucher, travel request form, and travel reimbursement voucher is not applicable.



Cook County Travel and Business Expenses Policy and Procedures

Adopted: FY 2017

Cook County Travel and Business Expenses Policy and Procedures

Contents

INTRODUCTION	1
APPLICABILITY.....	1
GENERAL PRINCIPLES AND REQUIREMENTS.....	1
LOCAL TRAVEL	2
Definitions.....	2
Authorized Modes of Transportation for Local Travel.....	2
Local Travel Requirements.....	3
Preferred Method of Travel	3
County-owned vehicles.....	3
Personally Owned Vehicles	3
Reimbursement for Local Travel by Public Transportation	3
Mass Transit and Metra	3
Taxicabs	4
Uber/Lyft, etc.....	4
Reimbursement for Local Travel by POV	4
Parking and Tolls	4
Local Travel Reimbursement.....	5
Approval and Submission of Local Transportation Expense Voucher.....	5
NON-LOCAL TRAVEL	6
Reasons for Non-Local Travel.....	6
Limits on Participants	7
Non-Local Travel Approval Procedure	7
Travel Outside the Continental United States (U.S.).....	8
Reimbursable Non-Local Travel Expenses	8
County-owned vehicles.....	8
Personal Vehicles.....	8
Car Rental	8
Common Carrier (Air, Train, Bus)	9
Ground Transportation (Taxis, Public Transportation, Livery Service).....	9

Cook County Travel and Business Expenses Policy and Procedures

Lodging.....	10
Meals and Incidental Expenses.....	10
Conference Registration Fees.....	10
Additional Reimbursable Expenses.....	11
Non-Reimbursable Non-Local Travel Expenses.....	11
Reimbursement for Non-Local Travel and Business Expenses.....	12
Non-Local Travel Reimbursement Voucher.....	12
Approval and Submission of Transportation Expense Vouchers.....	13
APPENDIX 1.....	15
Travel Expense Voucher.....	15
APPENDIX 2.....	16
Travel Request Form.....	16
APPENDIX 3.....	17
Travel Reimbursement Voucher.....	17

Cook County Travel and Business Expenses Policy and Procedures

INTRODUCTION

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

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

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

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

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

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

APPLICABILITY

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

GENERAL PRINCIPLES AND REQUIREMENTS

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

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

Cook County Travel and Business Expenses Policy and Procedures

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

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

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

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

LOCAL TRAVEL

Definitions

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

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

Authorized Modes of Transportation for Local Travel

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

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

Cook County Travel and Business Expenses Policy and Procedures

Local Travel Requirements

Preferred Method of Travel

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

County-owned vehicles

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

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

Personally Owned Vehicles

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

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

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

Reimbursement for Local Travel by Public Transportation

Mass Transit and Metra

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

Cook County Travel and Business Expenses Policy and Procedures

Taxicabs

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

Uber/Lyft, etc.

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

Reimbursement for Local Travel by POV

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

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

Parking and Tolls

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

Cook County Travel and Business Expenses Policy and Procedures

supported by receipts.

Local Travel Reimbursement

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

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

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

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

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

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

Approval and Submission of Local Transportation Expense Voucher

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

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

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

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

Cook County Travel and Business Expenses Policy and Procedures

iv. Completeness and accuracy of documentation.

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

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

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

NON-LOCAL TRAVEL

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

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

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

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

Reasons for Non-Local Travel

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

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

Cook County Travel and Business Expenses Policy and Procedures

professional development.

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

Limits on Participants

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

Non-Local Travel Approval Procedure

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

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

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

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

- a. A cover memo from the department head justifying the benefit to the County that will result in the employee attending the conference, meeting, or training, etc.;
- b. An agenda; and
- c. The estimated travel cost (obtained either from the travel management company or prepared by the traveler, as the case may be).

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

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

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

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

Cook County Travel and Business Expenses Policy and Procedures

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

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

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

Reimbursable Non-Local Travel Expenses

County-owned vehicles.

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

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

Personal Vehicles

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

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

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

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

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

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

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

Car Rental

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

Cook County Travel and Business Expenses Policy and Procedures

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

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

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

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

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

Original receipts are required for reimbursement.

Common Carrier (Air, Train, Bus)

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

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

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

First-class and business upgrades are prohibited.

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

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

Original receipts are required for reimbursement.

Ground Transportation (Taxis, Public Transportation, Livery Service)

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

Shuttle service or public transportation is encouraged.

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

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

Cook County Travel and Business Expenses Policy and Procedures

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

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

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

Original receipts are required for reimbursement.

Lodging

Government rates should be requested.

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

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

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

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

Original receipts are required for reimbursement.

Meals and Incidental Expenses

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

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

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

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

Original receipts are required for reimbursement.

Conference Registration Fees

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

Cook County Travel and Business Expenses Policy and Procedures

Additional Reimbursable Expenses

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

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

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

Telephone Calls.

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

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

Non-Reimbursable Non-Local Travel Expenses

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

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

Cook County Travel and Business Expenses Policy and Procedures

- vi. Child care, baby-sitting, house sitting, or pet sitting costs;
- vii. Cost differential on premium and luxury car rentals or first or business class airline tickets;
- viii. Entertainment, including, but not limited to, exercise facilities, movie rental, videos, games, or other non-business related items;
- ix. Excess baggage fees;
- x. Flight Insurance or other supplemental travel insurance, unless required for international travel and approved by the department head;
- xi. Gasoline costs if mileage reimbursement is used;
- xii. Laundry for trips less than three or more consecutive days;
- xiii. Local transportation charges incurred for personal reasons;
- xiv. Lost or stolen cash or personal property;
- xv. Magazines, books, or other reading materials;
- xvi. Meals included in the cost of registration fees and airfare;
- xvii. Modifications to travel arrangements;
- xviii. Personal items (e.g., toiletries, luggage, clothing, medications, etc.);
- xix. Personal portions of a trip combined with business travel;
- xx. Personal telephone calls;
- xxi. Repairs, towing service, etc. for personal vehicle;
- xxii. Snacks, beverages, etc. outside of a meal;
- xxiii. Spouse, family member(s), and guest travel costs; and
- xxiv. Traffic citations, parking tickets, and other fines.

Reimbursement for Non-Local Travel and Business Expenses

Non-Local Travel Reimbursement Voucher

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

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

Cook County Travel and Business Expenses Policy and Procedures

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

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

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

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

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

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

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

Approval and Submission of Transportation Expense Vouchers

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

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

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

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

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

Cook County Travel and Business Expenses Policy and Procedures

TRV shall be retained by the department.

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

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

Cook County Travel and Business Expenses Policy and Procedures

APPENDIX 1

Travel Expense Voucher

TRANSPORTATION EXPENSE VOUCHER



Object Account: _____

Employee Information

Name:

Address:

City:

State:

Invoice Number:

Email:

Employee ID #:

Driver's License #:

Zip:

Department Information

Department:

Business Unit:

Title:

Automobile and Insurance Information

Year:

Model:

State License Plate:

Make:

Name of Insurer:

Policy Number:

Policy Expiration Date:

INV #: 201512023767

DATE	START LOCATION	END LOCATION	MILES	PARKING & TOLL EXPENSE	TAXI OR BUS FARE
SUB TOTAL					

	Rate	Total
Mileage		
Parking & Tolls	N/A	
Taxi & Bus	N/A	
TOTAL		

The Comptroller's Office requires a 29A to be submitted along with the Transportation Expense Voucher for reimbursement.

I certify that the mileage reported above for the use of my personally owned automobile on the dates shown was required in connecton with the duties and assignment given to me.

Employee's Signature _____ Date _____

Supervisor's Signature _____ Date _____

Department Head _____ Date _____

Printed Date

Cook County Travel and Business Expenses Policy and Procedures

APPENDIX 2

Travel Request Form

Cook County Travel and Business Expenses Policy and Procedures

APPENDIX 3

Travel Reimbursement Voucher



Cook County Travel Reimbursement Voucher (TRV)

Employee Name: _____ Employee Title: _____ Employee ID #: _____

Email: _____ Phone: _____

Department: _____

Business Unit: _____ Object Account: _____

Purpose of Travel: _____

Name of Event: _____ Destination: _____ Departure Date: _____

Airfare /Train Fare Cost	Personal Vehicle		Rental Car		Bus/Taxi /Ride Sharing Cost	Lodging		Conference /Registration Fees	Meals		Incidental Exp Description
	# Miles Driven	Mileage Reimbursement	# of Days	Cost		# of Nights	Cost		# of Meals	Cost	

*Original receipts must be attached for all reimbursable expenses.

I certify that this voucher is true and correct, that the detailed items for which I am requesting were actually paid, that the travel was required by my official duties and are business related, and that I have not been furnished with transportation or money in lieu thereof for any part of the travel charged for.

Employee Name _____ Signature _____ Date _____

Supervisor Name _____ Signature _____ Date _____

Bureau Chief or Director Name _____ Signature _____ Date _____

EXHIBIT 8

Board Authorization



Board of Commissioners of Cook County

118 North Clark Street
Chicago, IL

Legislation Details (With Text)

File #:	20-5115	Version:	1	Name:	Chevin Fleet Solutions, LLC, Fitchburg, Massachusetts
Type:	Contract (Technology)	Status:			Approved
File created:	10/27/2020	In control:			Board of Commissioners
On agenda:	11/19/2020	Final action:			11/19/2020
Title:	PROPOSED CONTRACT (TECHNOLOGY)				

Department(s): Cook County Sheriff's Office Department

Vendor: Chevin Fleet Solutions, LLC, Fitchburg, Massachusetts

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

Good(s) or Service(s): Fleet Management Software for the entire Cook County Vehicle Fleet that the Sheriff's Office manages

Contract Value: \$366,977.92

Contract period: 12/1/2020 - 5/31/2022

Potential Fiscal Year Budget Impact: FY 2021 \$244,651.92, FY 2022 \$122,326.00

Accounts: 11569.1217.21120.560225

Contract Number(s): 1912-17914

Concurrence(s):

The vendor has met the Minority- and Women-owned Business Enterprise Ordinance via direct participation and a partial MWBE waiver.

The Chief Procurement Officer concurs.

The Chief Information Officer has reviewed this item and concurs with this recommendation.

Summary: Requesting authorization to enter into and execute a contract with Chevin Fleet Solutions, LLC. This vendor will provide the Sheriff's Office with an application [Fleetwave] and related support and maintenance services for comprehensive fleet management operations. The Sheriff's Office manages the Cook County vehicle fleet. Fleetwave provides inventory management, service and maintenance history, insurance status and history, financial information including depreciation, and titling and registration. Fleetwave also provides customizable workflow management to automate service notifications, vehicle replacement cycles and other processes as needed. This application will support stakeholder collaboration in all fleet management efforts enabling greater fleet flexibility and more precise management on vehicle inventory

This is a Comparable Government Procurement pursuant to Section 34-140 of the Cook County Procurement Code. Chevin Fleet Solutions, LLC, was previously awarded a contract by Sourcewell/NJPA via NJPA contract# 022217-CVS through a competitive Request for Proposals (RFP) process. The Cook County Sheriff's Office wishes to leverage this procurement effort.

Sponsors:

Indexes: THOMAS J. DART, Sheriff of Cook County

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
11/19/2020	1	Board of Commissioners		

PROPOSED CONTRACT (TECHNOLOGY)

Department(s): Cook County Sheriff's Office Department

Vendor: Chevin Fleet Solutions, LLC, Fitchburg, Massachusetts

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

Good(s) or Service(s): Fleet Management Software for the entire Cook County Vehicle Fleet that the Sheriff's Office manages

Contract Value: \$366,977.92

Contract period: 12/1/2020 - 5/31/2022

Potential Fiscal Year Budget Impact: FY 2021 \$244,651.92, FY 2022 \$122,326.00

Accounts: 11569.1217.21120.560225

Contract Number(s): 1912-17914

Concurrence(s):

The vendor has met the Minority- and Women-owned Business Enterprise Ordinance via direct participation and a partial MWBE waiver.

The Chief Procurement Officer concurs.

The Chief Information Officer has reviewed this item and concurs with this recommendation.

Summary: Requesting authorization to enter into and execute a contract with Chevin Fleet Solutions, LLC. This vendor will provide the Sheriff's Office with an application [Fleetwave] and related support and maintenance services for comprehensive fleet management operations. The Sheriff's Office manages the Cook County vehicle fleet. Fleetwave provides inventory management, service and maintenance history, insurance status and history, financial information including depreciation, and titling and registration. Fleetwave also provides customizable workflow management to automate service notifications, vehicle replacement cycles and other processes as needed. This application will support stakeholder collaboration in all fleet management efforts enabling greater fleet flexibility and more precise management on vehicle inventory

This is a Comparable Government Procurement pursuant to Section 34-140 of the Cook County Procurement Code. Chevin Fleet Solutions, LLC, was previously awarded a contract by Sourcewell/NJPA via NJPA contract# 022217-CVS through a competitive Request for Proposals (RFP) process. The Cook County Sheriff's Office wishes to leverage this procurement effort.

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, 118 N. Clark Street, Room 500, Chicago, IL 60602.

DESCRIPTION

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

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

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

There are two options within this initiative:

1. Dedicated Credit Card – “PULL” Settlement

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

2. One-Time Use Credit Card – “SUGA” Settlement

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXHIBIT 10

Economic Disclosure Statement

**COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1- 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 - 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15
6	Cook County Signature Page	EDS 16

SECTION 1
INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

Definitions. Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

Affiliate means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

Code means the Code of Ordinances, Cook County, Illinois available on municode.com.

Contract shall include any written document to make Procurements by or on behalf of Cook County.

Contractor or *Contracting Party* means a person that enters into a Contract with the County.

Control means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

EDS means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

Joint Venture means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

Lobby or *lobbying* means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

Lobbyist means any person who lobbies.

Person or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

Prohibited Acts means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

RFP means a Request for Proposals issued pursuant to this Procurement Code.

RFQ means a Request for Qualifications issued to obtain the qualifications of interested parties.

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 3: Economic and Other Disclosures Statement. Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountyil.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

Effective October 1, 2016 all foreign corporations and LLCs must be registered with the Illinois Secretary of State's Office unless a statutory exemption applies to the applicant. Applicants who are exempt from registering must provide a written statement explaining why they are exempt from registering as a foreign entity with the Illinois Secretary of State's Office.

SECTION 2

CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in subparagraphs (1) through (6) above.

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

THE APPLICANT HEREBY CERTIFIES THAT: *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

F. ILLINOIS HUMAN RIGHTS ACT

THE APPLICANT HEREBY CERTIFIES THAT: *It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at www.municode.com.

I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at www.municode.com.

J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons that have made lobbying contacts on your behalf with respect to this contract:

Name	Address
None	
_____	_____
_____	_____
_____	_____

2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

Local business means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

a) Is Applicant a "Local Business" as defined above?

Yes: No:

b) If yes, list business addresses within Cook County:

c) Does Applicant employ the majority of its regular full-time workforce within Cook County?

Yes: No:

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Applicant in Cook County:

PERMANENT INDEX NUMBER(S): 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 Management, LLC

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

Street Address: 347 LUNFENG ST

City: Fitchburg State: MA

Zip Code: 01420-4541

Phone No.: 978-340-9970 Fax Number: _____

Email: LORRAINE.GERRARD@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

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
None		

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
None		

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
None			

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
None			

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

Joseph R Moreau Jr
Name of Authorized Applicant/Holder Representative (please print or type)

Vice President of Enterprise Sales
Title

Joseph R Moreau Jr
Signature

6/9/2020
Date

JOE.MOREAU@Chemreflect.COM
E-mail address

267-402-0499
Phone Number

Subscribed to and sworn before me
this 9 day of June, 2020

My commission expires:
Commonwealth of Pennsylvania

X [Signature]
Notary Public Signature

Notarial Seal
NICOLE HAYS - Notary Public
UPPER MORELAND TWP, MONTGOMERY COUNTY
My Commission Expires Jul 27, 2021



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:

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

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY

Name of Person Doing Business with the County: Chevin Fleet Management, L LC

Address of Person Doing Business with the County: 347 Lunenburg St Fitchburg MA

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

Email address of Person Doing Business with the County: LARRAIVE.GERRARD@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:

Joe Morgan, Vice President, 978-540-9970 ext 150

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

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

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: 1912-17914

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ \$366,977.92

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: Kelly Spencer, Sheriff's Office Buyer, 773-497-2770

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: Raffi Sarafi an, CPO

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

The Person Doing Business with the County **is an individual** and there is **no familial relationship** between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

The Person Doing Business with the County **is a business entity** and there is **no familial relationship** between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

- The Person Doing Business with the County **is an individual** and **there is a familial relationship** between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
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			

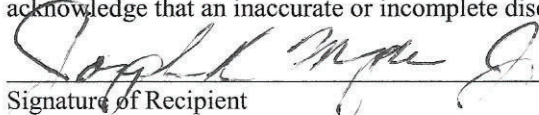
Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial 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.


 Signature of Recipient


 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: 1912-17914

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

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Chevin Fleet Management, LLC

Substantial Owner Complete Name: _____

FEIN# 98-0413466

Date of Birth: _____

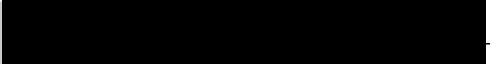
E-mail address: _____

Street Address: 347 Lunenburg ST

City: Fitchburg

State: MA

Zip: 01420-4541

Home Phone: 

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., ~~YES~~ or NO

Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., ~~YES~~ or NO

Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., ~~YES~~ or NO

Employee Classification Act, 820 ILCS 185/1 et seq., ~~YES~~ or NO

Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., ~~YES~~ or 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:

There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner
YES or NO

Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation
YES or NO

Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default
YES or 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: *Joseph R. Jordan* Date: 6/9/2020
Name of Person signing (Print): JOSEPH R JORDAN Title: V.P. of Enterprise Sales

Subscribed and sworn to before me this 9th day of June, 2020

X *[Signature]*
Notary Public Signature

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

Commonwealth of Pennsylvania
Notarial Seal
NICOLE HAYS - Notary Public
UPPER MORELAND TWP, MONTGOMERY COUNTY
My Commission Expires Jul 27, 2021

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

LLC Name
27 MAY 2020
Date

Joe Morgan
*Member/Manager Printed Name and Signature
781 793 0788 Joe.Morgan@chevinfleet.com
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 _____

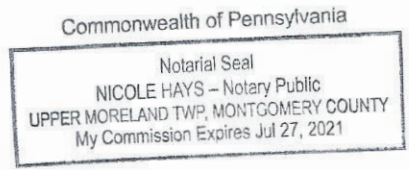
Subscribed and sworn to before me this

24th day of June, 2020

[Signature]
Notary Public Signature

My commission expires:

07/27/2021
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.

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: 2020.12.24 09:51:30 -06'00'

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS _____ DAY OF _____, 20_____

APPROVED AS TO FORM:

N/A

ASSISTANT STATES ATTORNEY
(Required on contracts over \$1,000,000)

CONTRACT TERM & AMOUNT

1912-19714

CONTRACT #

December 1, 2020 through May 31, 2022

ORIGINAL CONTRACT TERM

N/A

RENEWAL OPTIONS (If Applicable)

\$366,977.92

CONTRACT AMOUNT

November 19, 2020

COOK COUNTY BOARD APPROVAL DATE (If Applicable)

**APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS**

NOV 19 2020

COM _____

Contract Number: 1912-17914

ATTACHMENT 1

Sourcewell NJPA, Contract No. 022217- CVS



Fleet Management and Related Technology Solutions Contract Pricing

For



Awarded Contract

Prepared by

Aaron Denton

Regional Sales Leader, North American Sales

aaron.denton@chevinfleet.com



Chevin Fleet Solutions

Sourcewell Pricing February 2017

Contractor: Chevin Fleet Solutions LLC
347 Lunenburg Street
Fitchburg, MA 01420

Contract Administrator Contact:

Aaron Denton
T - (602) 245-6929
aaron.denton@chevinfleet.com

Authorized Negotiator: Aaron Denton
T - (602) 245-6929
aaron.denton@chevinfleet.com

Business Size: Small

Prices shown herein are Net (Discount deducted)



Sourcewell Contract Pricing

FleetWave – Web based Fleet Management Information System

Onetime costs for perpetual software licensing based upon the number of “active” fleet and related assets managed within system with **unlimited** user access rights.

Modules included:

Equipment/Asset Management, Work Orders, Work Requests, Inventory and Purchasing, Basic Bar Coding, Driver, Accident, Fuel, Document Management, Event Scheduling and integrated Query Builder

FleetWave Software

Catalog Number	Description	List Price	Sourcewell Member Onetime Cost
FW-450	FleetWave Up to 450 Assets Unlimited user access	\$42,500	\$30,450
FW-1000	FleetWave Size 451 – 1,000 Assets Unlimited user access	\$70,500	\$50,450
FW-2000	FleetWave Size 1,001 – 2,000 Assets Unlimited user access	\$97,500	\$70,450
FW-4000	FleetWave Size 2,001 – 4,000 Assets Unlimited user access	\$175,500	\$120,450
FW-7000	FleetWave Size 4,001 – 7,000 Assets Unlimited user access	\$260,500	\$180,450
FW-10000	FleetWave Size 7,0001 – 10,000 Assets Unlimited user access	\$339,500	\$240,450
FW-11000	FleetWave Over 10,001 Assets Unlimited user access	\$36.25	\$24.25 Each
FW-MP	FleetWave Motor Pool and Reservation Module Including Configuration	\$19,900	\$12,800
FW-WFP	FleetWave Basic Workshop Floor Module Including Configuration	\$27,900	\$18,400
FW-VR	FleetWave Vehicle Replacement Module Including Configuration	\$29,900	\$19,800
FW-DEP	FleetWave Driver Expense Portal	\$24,900	\$16,800
FW-BILL	FleetWave Billing Module – Including Configuration	\$28,900	\$19,800
FW-MOB	FleetWave Mobile – Priced based upon number of forms and users		TBD
FUELCARD	Single One-Way Commercial Fuel Card Interface	\$8,000	\$4,900
FUELSYSTEM	Single One-Way Electronic Fuel System Interface	\$8,000	\$4,900
	Additional professional and/or consulting services as well as system interfaces are scoped and priced based upon Chevin’s Professional Service Rates defined below. Ongoing support for system interfaces is included in the Annual Support fees outlined below		



FleetWave Annual Software Support

Annual Support	450 Units	451-1,000	1,001 – 2,000	2,001 – 4,000	4,001 – 7,000	7,001 – 10,000	10,000+
Year 1	\$ 6,090	\$10,090	\$14,090	\$24,090	\$36,090	\$48,090	\$5.45 Each
Year 2	\$ 6,290	\$10,290	\$14,490	\$24,490	\$36,690	\$49,090	\$5.55 Each
Year 3	\$ 6,490	\$10,490	\$14,690	\$24,690	\$36,990	\$50,090	\$5.65 Each
Year 4	\$ 6,690	\$10,690	\$14,890	\$24,890	\$37,490	\$51,090	\$5.75 Each
Year 5	\$ 6,890	\$10,890	\$15,090	\$25,090	\$37,890	\$52,090	\$5.85 Each
Annual Support for the FleetWave Motor Pool and Reservation Module (Years 1-5)							\$2,760/Year
Annual Support for the FleetWave Basic Workshop Floor Module (Years 1-5)							\$3,120/Year
Annual Support for the FleetWave Vehicle Replacement Module (Years 1-5)							\$3,120/Year
Annual Support for the FleetWave Driver Expense Portal (Years 1-5)							\$2,760/Year

FleetWave's first year's Annual Software Support is based upon 20% of the Sourcewell Member software licensing costs and is billed after the initial ninety day complimentary warranty period has expired. Chevin's annual software support includes web-based, online and telephone support as well as all version updates, patches and fixes at no additional cost.

FleetWave Connect (Geotab) - Telematics Solution

Catalog Number	Description	List Price	Sourcewell Member Onetime Cost
G08	The G08 telematics device	\$98.00/Each	\$62.50/Each
HRN-GS09K2	Universal Heavy-Duty T-Harness Kit — Multi-connector kit includes a 9-pin T-harness and 4 different mounting adapters for use in most Heavy-Duty international vehicles.	\$40.00	\$25.10/Each
HRN-GS16K2	Universal OBDII T-Harness Kit – Multi-connector kit includes a T-harness and twelve different mounting adapters for use in most light-duty and medium-duty international vehicles.	\$40.00	\$25.10/Each
<p>Geotab device pricing is based upon self-installation and includes extension cabling if needed.</p> <p>Onsite installation services are available at additional cost.</p>			
IOX-AUXM	IOX Add-On for auxiliary support, used for lightbar status and other I/O's.		\$36.99/Unit
PROPLUS Plan	GPS active tracking + Diagnostic Trouble Codes (DTC - engine light) + engine measurements (VIN, Odometer, engine-hours, fuel usage, seatbelt, and much more) + premium IOX's + Limited Lifetime Warranty. Monthly fee includes SIM card and cellular data	\$24.00	\$19.39
FWCONNECT	One-Time FleetWave Connect Setup Fee	\$4,900	\$3,200
Shipping	Standard shipping charges, per order.	\$35.71	\$35.71

Connection fee charges begin upon the date of first transmission or 90 days after receipt of shipment for each unit(s) whichever occurs first.



FleetWave Connect (Geotab) Tier One Support provided by Chevin’s help desk and is included in the costs outlined above.

The following limitations apply:

- FleetWave Connect pricing is based upon an initial 12-month contract per device
- Data points include the basic FleetWave Connect (Geotab) offering
- Additional FleetWave reports, KPI’s and email notifications are not included

Chevin Professional Service Rates

Project Manager – Sourcewell Member Rate: \$225/Hour **Retail** **Rate**
\$250/Hour

Minimum/General Experience

Five (5) years’ experience in software project management including the implementation of large complex projects. Possess a high level of product and service knowledge and has the diverse skills necessary to implement Chevin’s solutions in a variety of computing environments. Project Managers demonstrate strong and effective communication, interpersonal, organizational and planning skills and has a proven record of delivering quality work and satisfying contract requirements.

Functional Responsibilities

Chevin’s Project Manager is responsible for the management and oversight of all Chevin related resources, tasks and deliverables during the course of the project insuring that Chevin’s quality standards are adhered to and expected timelines are maintained. Chevin’s Project Manager provides regular status reports, updates and maintains issue logs and works with client staff to schedule project team conference calls as required insuring that project goals are met. Chevin’s Project Manager is the primary point of contact for any project related issue that may arise and is personally responsible for addressing all project related concerns.

Technical Business Consultant - Rate: \$200.00/Hour **Retail Rate \$225/Hour**

Minimum/General Experience

A minimum of two (2) years’ experience in system implementation, installation, and configuration services. This includes all operating systems within which Chevin’s solutions operate as well as detailed knowledge regarding fleet management best practices.

Functional Responsibilities

Chevin’s Technical Business Consultant assigned to projects are responsible for the initial certified application installation, process and system documentation, application configuration, data migration and screen design, system design and prototype testing, system security protocols as well as direct support of the data migration process. Chevin’s Technical Business Consultant offers a wide-ranging mix of hands on fleet management experience, process design as well as system implementation capabilities, and will work with client subject matter experts on a remote as well as on-site basis as required. Working in conjunction with Chevin’s implementation and support team, Chevin’s Technical Business Consultants are responsible for the precise delivery of application functionality to meet client specific functional requirements. During the implementation process Chevin Technical Business Consultants report directly to Chevin’s Project Manager.

Training Consultant – Rate: \$200.00/Hour **Retail Rate \$225/Hour**

Functional Responsibilities



Chevin’s Training Consultants work with Chevin Technical Business Consultants and the Project Manager to develop and deliver specific process-oriented curriculum and documentation for operational training of system users. Chevin’s Training Consultant works directly for Chevin’s Project Manager.

Labor Category	Hourly Rate	Day Rate
Project Manager	\$225.00	\$1,800
Technical Business Consultant	\$200.00	\$1,600
Training Consultant	\$200.00	\$1,600

Chevin Commercial Data Center Estimated Hosting Fees

Sourcewell members can utilize FleetWave through a hosted offering whereby Chevin will host and support the FleetWave application out of our corporate commercial data center located in Houston, TX. Chevin’s multi-tenant private cloud services include all network hardware, secure URL, with SFTP and database administration services, database licensing, service monitoring, antivirus protection as well as FleetWave environment support services. The Sourcewell member organization is responsible for all staff access to the Internet. The hosting fees outlined below are based upon a 36-month term and include a single production environment with up to 20GB of data and general file storage the first year and up to 10GB of additional storage for each subsequent year. Chevin reserves the right to increase the monthly hosting costs at the end of the initial term on an annual basis by up to 3% with 30-day written notice.

The monthly fees for these comprehensive services are based upon the number of named system users and the data retention needs of the organization. The below pricing is for **estimation** purposes only and would need to be properly scoped and defined based upon the individual SOURCEWELL member’s needs.

Monthly Hosting Service Fee (Billed monthly in advance)	\$1,695
One Time Hosting Environment Setup Fee	\$3,500

Hosting Services Data Storage Limits

Data Storage Limits

Contract Term	Database Storage Allocation (GB)	General File Storage Allocation (GB)	Total Annual Storage Allocation (GB)
Year 1	10	10	20
Year 2	20	10	30
Year 3	30	10	40



Fleet Management and Related Technology Solutions
RFP # 022217 Contract Pricing
July 5, 2017



Chevin will measure the cumulative data storage consumed by the client's databases and general document storage each month prior to billing. Should the client exceed the Total Annual Storage Allocation cited in the Data Storage Schedule table above, Chevin will automatically apply the following Monthly Data Storage Fees for additional hard disk storage required to accommodate the cumulative unscheduled growth of the Client's databases, general documents, and backups.

Contract Term	Monthly Data Storage Fees Per Gigabyte (GB)
Year 1	\$20
Year 2	\$25
Year 3	\$30

Form C

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Company Name: **Chevin Fleet Solutions**

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
N/A	No Exceptions	No Exceptions	

Proposer's Signature: *R. KSF* Date: 2/13/2017

NJPA's clarification on exceptions listed above:

Review and Approved: *[Signature]* 5/31/17
NJPA Legal Department

Contract Award
RFP #022217

FORM D



Formal Offering of Proposal
(To be completed only by the Proposer)

FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS

In compliance with the Request for Proposal (RFP) for FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Chevin Fleet Solutions LLC Date: 2/13/2017

Company Address: 43 Orchard Hill Drive

City: Sharon State: MA Zip: 02067

Contact Person: Ron Katz Title: SVP, North American Sales

Authorized Signature:  Ron Katz
(Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)


NJPA Contract #: 022217-CVS

Proposer's full legal name: Chevin Fleet Solutions

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.


The effective date of the Contract will be June 1, 2017 and will expire on June 1, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:



NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)



NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coavette
(NAME PRINTED OR TYPED)

Awarded on June 1, 2017

NJPA Contract # 022217-CVS

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Chevin Fleet Solutions LLC

Authorized Signatory's Title SVP, North American Sales



VENDOR AUTHORIZED SIGNATURE

Ron Katz

(NAME PRINTED OR TYPED)

Executed on June 1, 2017

NJPA Contract # 022217-CVS

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Chevin Fleet Solutions LLC

Address: 43 Orchard Hill Drive

City/State/Zip: Sharon, MA 02067

Telephone Number: (781) 793-0788

E-mail Address: ron.katz@chevinfleet.com

Authorized Signature: *Ron Katz*

Authorized Name (printed): Ron Katz

Title: SVP, North American Sales

Date: 2-4-2017

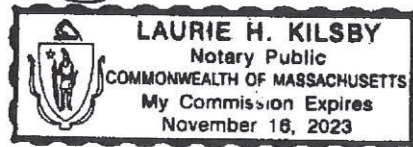
Notarized

Subscribed and sworn to before me this 4 day of February, 2017

Notary Public in and for the County of Norfolk State of Massachusetts

My commission expires: 11-16-2023

Signature: *Laurie H. Kilsby*





PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: Chevin Fleet Solutions

Questionnaire completed by: Ron Katz

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?
Net 30
- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?
Chevin offers multiple payment options to include leasing, financing as well time based payment terms spread over a mutually acceptable term. We consistently attempt to work with each of our clients to manage budgetary and payment options as needed to support our client's individual financial restrictions.
- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.
As detailed in our earlier responses, Chevin markets its products and services directly to our North American client base and does not work through product resellers or system integrators. All sales and resulting billings are generated out of our Massachusetts offices so that quarterly summaries and billings are easily accommodated. Although we have national sales and global marketing team that will be promoting NJPA sales across our territories, any and all NJPA orders would be directed through of our sales staff to a single point of contact at Chevin.
- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?
Chevin accepts P-card payments and absorbs the merchant processing cost for these services directly.

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
 - Do your warranties cover all products, parts, and labor?
Chevin's warranty as well as annual support agreement includes all software upgrades, patches and fixes as they become available. Upgrades include detailed release notes outlining any new functionality and enhancements included and are self-installing and never impacts the client's specific settings, reports or developed items such as interfaces, client specific workflows, etc. All upgrades are backwards compatible and major releases are typically made available to our clients on an annual basis, however as new functionality becomes available that may be of interest to a specific client, Chevin makes these types of upgrades available whenever desired.
 - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
Chevin's warranties in no way impose restrictions or limitations of any kind.
 - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
As Chevin is a software company, we typically support our clients using online meeting tools such as WebEx or instant messaging. If for some unforeseen reason we need to travel to address a warranty or support issue, the cost for travel and related expenses would be billed at cost as incurred.

- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?
As detailed in our earlier responses, Chevin is a truly global organization and currently supports clients in most states as well as provinces across North America. We anticipate no difficulties in supporting any NJPA members in any of the regions these members operate around the world.
 - Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
Chevin would provide warranty and front line support for any of the products or services provided as part of our proposal.
 - What are your proposed exchange and return programs and policies?
Chevin does not have formal exchange or return programs for our products and services. As our products and services have never been exchanged or returned, we have never found the need to put in place a formal policy. Should a Chevin client experience an issue or problem with any of our products or services, the client typically reaches out by phone, email or direct access to our online issue logging system and the issue is triaged and addressed by Chevin's support team as part of normal operations.
- 6) Describe any service contract options for the items included in your proposal.
Chevin's software is delivered as a perpetual software license with a complimentary three month support contract and then subsequently is supported by an annual support agreement. Chevin's hosting and telematics service offerings warranties are comprehensively covered as part of the monthly fee.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

Chevin Fleet Solutions is uniquely positioned to provide NJPA members with the industries most powerful and capable end-to-end fleet management solutions available anywhere. As a truly global provider of fleet technology, Chevin has offices across the US and Canada as well as in Europe, the United Kingdom and Australia. Our software and related products are completely multi-cultural, supporting local currencies, languages and data formatting as well as taxation and regional qualification requirements. Unlike competitive software solutions, Chevin's software is developed using the latest coding methodologies and development tools, is fully web-based and supports all industry leading web browsers. As a result, system users can access the software from anywhere at any time, and our telematics solution seamlessly supports global deployments with cellular access across North America and more than 192 countries around the world.

More specifically, Chevin offers a suite of products and services many of which are not available through competitive suppliers. As a proper fleet technology solutions provider, many of Chevin's clients start by implementing our scalable and completely user-definable enterprise fleet software solution, FleetWave. Operating in live client environments since 2002, FleetWave is currently being used by more clients than any competitive web based fleet management software in the world. FleetWave supports operational oversight of any fleet related activity including but not limited to:

- Equipment and Asset Management
- Vehicle Allocation Management
- Vehicle Forecasting and Replacement Modeling
- Equipment Disposal Management
- Complete Workshop Management Functionality
 - Preventive Maintenance Management
 - Work Orders
 - Work Requests
 - Campaign & Recall Management
 - Workshop Floor Kiosk's for "paperless shop"
- Comprehensive Inventory Management
 - Purchase Orders
 - Inventory Counts
 - Inventory/Parts Sales
 - Bar Coding
- Driver and Operator Management

- License and Training
- Duty of Care
- DOT compliance
- Hours of Service
- Accident Management
 - Incident management
 - Subrogation and Recovery
 - Police Reports
- Fuel Management
 - Fueling systems
 - Bulk fluid management
 - Commercial fuel card management
- Motor Pool Management
 - Online Reservations
 - Integrated key box control
- Tire Management
- Document Management
- Billing Management (Enterprise & Replacement Fund)
- Property and Equipment Management
- Capital Expense Management
- Budgeting Management
- Accounts Payable and Invoice Reconciliation
- Driver Expense Management
- Integrated Query Builder and Reporting
- Homepage Graphs, KPI's and Charting Wizard

In addition to the comprehensive functionality and capabilities provided by our enterprise fleet management information solution, Chevin offers numerous additional services and products that enable governmental and university fleets to gain real-time control over their fleet operations and drive ongoing efficiencies.

Just some of these additional products and services that Chevin offers include:

- FleetWave Connect – Chevin's fully integrated telematics solution
- Integrated Key Box support for pooled equipment
- FleetWave Mobile – Offline Data Collection using iOS/Android App
- FleetWave Driver Expense Portal for personal usage reporting or company vehicles
- System Integration to Internal Systems (i.e. Financial, HR, Payroll, Accounts Payable, etc.)
- System Integration to External Systems (i.e. Telematics, Fuel systems and fuel tank monitoring systems, etc.)
- System Integration to External Vendors (i.e. Commercial fuel cards, Parts Suppliers - NAPA, Auto Plus, etc., National Accounts, Leasing Companies, Banks, etc.)
- Fleet Management and Software Consulting Services

Lastly, for NJPA members that do not have internal IT support services, Chevin offers comprehensive and fully redundant industry leading Application Hosting services out of a commercial grade (Tier 3) data center in Houston, TX.

- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

Chevin has provided within the attached a comprehensive list of our proposed products and services offered to NJPA members across North America and around the world. Chevin's pricing model within the enclosed price list is a ceiling based price reflecting aggressive discounts from our commercial and typical governmental pricing. Unlike competitive offerings, Chevin's software offering is proposed as a perpetual software license, supporting **unlimited** user access and in no way limits the number of instances that can be installed. Chevin's telematics offering – FleetWave Connect provides industry leading functionality typically for 1/3 the cost of most competitive offerings and cellular coverage to

more than 192 countries around the world. Chevin's software can be seamlessly integrated to any fuel management system (or third party telematics offering) available, and our Motor Pool functionality is second to none. As a true enterprise fleet management and related technology solution provider, Chevin Fleet Solutions offers the NJPA membership a singular service provider that can meet any of the NJPA member's fleet and maintenance management need.

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

Chevin's discounts found within the comprehensive pricing enclosed ranges from 15% to 50% off our commercial pricing depending on the individual product or service.

- 10) The pricing offered in this proposal is

- a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- d. other than what the Proposer typically offers (please describe).

Chevin's pricing model within the enclosed price list is a ceiling based price reflecting aggressive discounts from our commercial and typical governmental pricing.

- 11) Describe any quantity or volume discounts or rebate programs that you offer.

The pricing model that Chevin has advanced to NJPA is extremely aggressive and already includes discounts based upon the potential volume available to the combined NJPA membership.

- 12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

As Chevin's technology solutions are typically included in our comprehensive proposals and not sourced at a later date, these costs are often priced on a fixed fee basis (and are referenced in our proposed pricing in this response). However, should an NJPA member wish to purchase a product not referenced in our proposed pricing, Chevin's policy is to provide the client with a fixed fee quotation for the product as well as any related professional services for review and acceptance before sourcing the product.

- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Chevin's comprehensive fleet management and related technology solutions proposal is comprehensive, and based on our current understanding of the requirements, is inclusive of all potential acquisition costs (with the exception of any potential shipping costs for hardware). Chevin's Professional Services rates are extremely competitive and are typically used to develop a firm fixed fee proposal based upon the level of effort necessary to implement and train the client's user group.

- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

Chevin Fleet Services imposes no shipping or delivery charges for our software and remote professional services. Any hardware that might be provided such as Key Boxes or telematics devices would incur delivery charges. Our policy is to pass through delivery charges and not markup delivery charges for any hardware purchased from Chevin.

- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

As detailed above, Chevin does not charge delivery fees for software and would pass through any delivery charges without markup for hardware purchases made.

- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

Not applicable.

- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

Chevin's electronic billing system includes the ability to designate individual clients that procure our goods and services through a cooperative purchasing program such as NJPA, GSA, State contracts, etc., ensuring that any quotations or billings are processed appropriately. Our billing system can generate an automated report that reflects all cooperative purchases by any date range including by month, quarter or annually ensuring that we properly track and report all cooperative sales as needed for reporting to NJPA.

- 18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

Chevin proposes paying NJPA an administrative fee of 2% of all sales generated through this NJPA contract for the duration of the agreement.

Industry-Specific Questions

- 19) Of the following sub-categories please identify those that you provide solutions in:

- fleet management information systems (bundled providers, including telematics/fuel/motorpool sharing)
Chevin Fleet Solutions provides the industry's most comprehensive enterprise fleet management information solution, and as detailed above, includes fully integrated capabilities for all fleet management functionality from vehicle acquisition through disposal. These capabilities further include a Chevin provided telematics solution (or integration to any third party telematics solution), fuel management of all fuel procurement and issue details (with integration to any third party electronic fueling system or commercial fuel card) and a fully integrated Motor Pool and online reservation system with optional integration to a Chevin sourced hardened key box(es).
- telematics
Chevin Fleet Solutions provides a fully integrated telematics solution - FleetWave Connect that enables fleets to quickly implement and gain instant visibility over complete fleet performance with integrated data feeds for meters (miles/kilometers/hours), latitude/longitude, idle time, speed and accelerometer events, equipment utilization and more for a fraction of the cost usually associated with such solutions. Additionally, if the NJPA member already has a telematics platform in place, we can seamlessly integrate their existing telematics platform with Chevin's enterprise fleet management information solution. (We have successfully integrated FleetWave with every major telematics platform available).
- fuel management
Chevin's enterprise fleet management information system, FleetWave is a transactional based fleet system, as a result every transactional attribute as it relates to fuel management can be maintained, queried and reported on in a real-time basis from directly within the application. In addition to full integration with any industry leading electronic fuel and fluid systems, FleetWave can also be integrated to any commercial fuel card platform further extending FleetWave's flexible and comprehensive integration across all fuel acquisition methods. With the ability to assign fuel and procurement cards to drivers and vehicles (as well as multiple cards to a single vehicle), FleetWave supports the comprehensive management of complete fueling and procurement card details to include unlimited status and reason codes, driver ID, PIN and access codes as well as complete usage and fuel issue details throughout the equipment's fueling lifecycle.
- fleet sharing
Chevin's enterprise fleet management information system, FleetWave provides a fully integrated Motor Pool and Equipment sharing module. Vehicles and equipment can be centrally managed and reserved online using FleetWave's online reservation tools. FleetWave's motor pool and equipment sharing module captures all key employee and organization details including flexible billing rates, department and accounting codes as well as dynamic scheduling details. With FleetWave's graphical display capability, pooled equipment availability and current utilization can be graphically presented to simplify oversight. Pooled equipment can be filtered to show only available assets at specific locations; or, FleetWave can be configured to provide random equipment assignment based upon user-defined criteria.

Additionally, FleetWave can be optionally integrated with a freestanding and hardened key control system, whereby authorized reservations seamlessly communicate with locally installed key boxes to allow users to

access pre-approved reservations, grab the keys and go. Upon return of the keys to the key box, the reservation/loan is completed and all date/duration details are automatically updated, closing out the reservation and making the vehicle immediately available for future use.

As with all of FleetWave's capabilities, the application provides fully integrated reporting, real time queries and data extraction that is totally definable for all data attributes captured within the system, including pool usage, costs and revenue generated. Like all FleetWave capabilities, the motor pool module is totally user definable to allow for changes and future enhancements to the pool management process without the need for programming.

If there are subcategories that are not identified in this list, please provide the subcategory title(s) that best describes what you are offering in your response.

As a global leader in fleet technologies, Chevin offers many additional subcategories of products and services not listed above including but not limited to:

- FleetWave Mobile – Offline data collection of structured data using an iOS/Android App
- FleetWave Driver Portal for remote reporting or personal/business usage of company vehicles
- System integration to internal systems (i.e. Financial, HR, Payroll, Accounts Payable, etc.)
- System integration to external systems (i.e. Telematics, Fuel systems and fuel tank monitoring systems, etc.)
- System integration to external vendors (i.e. Commercial fuel cards, Parts Suppliers - NAPA, Auto Plus, etc., National Accounts, Leasing Companies, Banks, etc.)
- Fleet management and software consulting services

Lastly, for NJPA members that do not have internal IT support services, Chevin offers comprehensive and fully redundant industry leading Application Hosting services out of a commercial grade (Tier 3) data center in Houston, TX.

20) Rank the previous subcategories (1 through 4, etc.) based on how strongly you are positioned within each.

As an industry leader in fleet management and technology related solutions, Chevin and FleetWave provide comprehensive fleet management functionality in all categories and subcategories requested by NJPA. However, if we were to rank these subcategories based upon our existing client's uptake and usage of these broad capabilities in their individual fleets, we would rank this positioning accordingly:

1. Fleet Management Information Systems
2. Fuel Management
3. Fleet Sharing – Equipment and Motor Pool
4. Telematics

21) Describe your experience, abilities, and methods for integrating your offering with NJPA members' existing technologies.

Unlike competitive offerings, Chevin's products are purposely designed using open architectures to support integration to almost any internal or external system, vendor or third party technologies. Chevin has vast experience providing fully integrated solutions and has individual clients that have integrate our scalable solutions with only one external system with one client integrating our software with more than 40 internal/external systems! There is no provider within this industry that has more experience with system integration than Chevin.

As the industry's only asset-centric enterprise fleet management solution provider, FleetWave captures and consolidates complete financial and asset details from unlimited internal as well as external systems as well as third party data sources. Using uniquely defined interface routines that leverage client specific business rules and coding methodologies, our solutions can electronically validate and process comprehensive financial, HR, fixed asset, fuel and billing as well as accident and driver details and automatically generate detailed transaction records within the application to capture and consolidate all costs, allocations, fuel, maintenance and stock procurement details at the asset, department as well as driver level. Having integrated with every major ERP and financial system, middleware, imaging and legacy applications as well as countless external service providers such as equipment manufacturers, National Accounts and most major outsourced service providers, Chevin has the proven credentials and experience to confidently support any integration strategy an NJPA member might want to consider. Additionally, with decades of fleet management experience, we have the credentials and capabilities to help our clients determine and document the real world value (in financial and process improvement terms) of any potential system integration to ensure a meaningful and rapid return on investment.

22) Describe your technology support and its practical availability for our members.

Chevin provides a single level of comprehensive client support as part of its customer-centric philosophy. Clients that avail themselves of Chevin's Support Agreements receive unlimited telephone, web-based and email access to Chevin's help desk and can access 24-hour issue logging to directly report any issues that may arise. Chevin's software support agreement also includes all version upgrades, patches and fixes as they become available. Chevin supports all of our clients with the following systems based in our North American headquarters in Fitchburg, Massachusetts:

Chevin Help Desk

Chevin clients can call our central help desk to speak with our highly trained Help Desk staff between the hours of 8:00 AM to 5:30 PM EST Monday through Friday. The vast majority of all customer inquiries are answered or resolved on the initial call. Should the matter require additional Chevin resources, the logged call will be assigned directly to a Support Representative that will manage the issue resolution methodology including call routing, progress updating, follow-up, and final resolution. For off-hours support Help Desk staff can be accessed through our answering service.

Chevin Web Based Support

The Chevin Web Help Desk provides our clients with uninterrupted access, via the Chevin web site, to a web based issue logging tool that allows users full access to their organization's queries 24/7/365. Clients can access specific queries by log number, or report on previous submitted open/closed queries.

For even faster resolution of non-business hour queries, the Chevin Web Help Desk offers a web based on-line query logging facility. Customers can record both high level and detailed information using this on-line query logging facility. The queries are then routed directly to a Service Representative for rapid review and resolution.

In addition, the Chevin Web Help Desk provides a 24x7 knowledge base that grants Chevin customers access to a library of on-line information for self-resolution of issues. The Chevin Web Help Desk knowledge base provides a wealth of information including:

- Product change requests submitted by the Chevin User community
- Details on current and upcoming product and/or maintenance releases
- Commonly asked Questions and Answers
- And much, much more...

Remote Diagnostic Support

With the client's consent, Chevin can remotely access the client's solutions and provide remote diagnostic services at no additional cost. Chevin uses remote access capabilities as well as online meeting tools such as WebEx to provide this powerful support service.

And lastly, all Chevin clients have remote access to the Chevin Academy, an online database of video content and training materials

23) How configurable are your solutions to be adapted for the unique needs of our members?

Chevin's fleet management solutions are highly adaptable to serve the unique business requirements of our clients across North America and around the world. Chevin's enterprise fleet management solution is the **only** fleet software available that provides **totally flexible screen design and data capture capabilities**. As a result, Chevin's software provides a "customized" application that meets each of our client's specific functional and data retention requirements today without the need for lengthy and costly development. Additionally, as our client's business requirements change and evolve, the standard screen design capabilities within our solution allow for easy modification and/or additions to the application, providing a flexible tool that can change and evolve as the organizations business requirements dictate. All of Chevin's additional product offerings from our telematics solution to our motor pool or even remote offline data collection tools, like our software, is designed with flexibility in mind and offers complete configurability allowing us to tailor our solution to provide our clients with just the right amount of functionality to meet the specific requirements without overloading users with unnecessary complexity.

24) Describe your security measures and privacy practices to ensure that customers' data is secure.

Chevin's fleet management solutions' unique architecture and robust multi-level security protocols control access to every table, form and field within our tools and easily meets a governmental or university's stringent security

requirements. All of our software's security functionality is held and managed directly from within the application allowing our client's to establish user profiles by agency, division, department or individual, role and/or responsibility and automatically leverage these profiles across every aspect of the application from credentialing to the specific presentation of data from the home page to the field level without limitation. Our software further meets the stringent security requirements of governmental organizations with its ability to "keyword" access to any data maintained within the software to support proprietary data restriction without limitation (such as covert or secret data). Of course this comprehensive administrative functionality leverages the applications capability to support complex organizational hierarchy's, so that all application presentation is further stratified to reflect appropriate access and reporting capabilities necessary for diverse organizations such as the NJPA membership.

25) Describe your security practices while data is in transit and while stored in a host facility.

Chevin utilizes the latest technologies to support data security while in transit including HTTPS and SFTP for all data transmission and file transfers and maintains in our dedicated cloud environment client specific virtualized instances for each client served to ensure that data that is always secure at-rest in our host facility.

Unlike many companies in the industry that offer hosting services, Chevin's cloud service leverages two fully-redundant data centers in Houston, Texas and Seattle, Washington. Our infrastructure is privately collocated in Internap facilities, a provider of enterprise, commercial data centers and global broadband services. Our data centers boast commercial-grade security measures, power, and environmental controls. Some of their key features include:

- **Physical Security**
 - 24 x 7 on-site security guards
 - Biometric palm scan required to enter facility
 - Photo ID security access cards required to enter facility
 - 24 x 7 closed-circuit video Monitoring and logging with backup SSD storage
- **Environmental Controls**
 - Temperature of 72 degrees +/- 6 degrees; Humidity at 50% +/- 10%
 - Dry-piped, double-interlocked, pre-action fire protection system
- **Facility Power**
 - N+1 electrical design and distribution, including redundant UPS and battery backup
 - Automatic Transfer Switches ensure smooth transition to backup power
 - 24-hour multi-generator backup
 - 99.999% power availability

Additionally, our data centers are equipped with redundant, high capacity data lines that ensure applications and resources perform exceptionally and are always available when you need them. Some of the key features of our network include:

- **Wide Area Network (WAN) Features**
 - Multiple OC-192 (10 Gbps) facility network connectivity provided by Level(3)
 - Houston DC - Connections to Dallas, San Antonio, and New Orleans
 - Seattle DC - Connections to Portland and Salt Lake City
 - Multiple routing point's in-out of data centers for applications and data via Internap and dedicated Cogent pipe.

Virtualization

Chevin's cloud delivers enterprise-class security and computing by leveraging technologies from industry leading solution providers, such as Cisco, VMware, Microsoft, Brocade, Dell and Hitachi. At the core of our cloud computing environment is our virtualized server ecosystem powered by Dell servers and Hitachi SAN stack (physical host) and VMware's virtualization software, which allows us to shed the traditional computing model of physically tying operating systems to hardware.

This approach allows Chevin to dynamically deploy additional memory, processing, and storage resources without downtime or disruption of service. Moreover, virtualization also provides Chevin with the ability to dynamically "move" servers between hosts to perform maintenance or address technical issues without interrupting customer operations.

Data Protection

Chevin employs multiple layers of redundancy to protect customer data and ensure the high availability of its cloud services. Some of the core protections are highlighted below.

Layer 1 – Hardware redundancy: Our virtualization hosts utilize a Hitachi SAN with dedicated LUNs to isolate Chevin's VMs and provide additional security. Additionally, the SAN disks are configured in a RAID 10 to provide the highest level of performance and fault tolerance available.

Layer 2 - Physical Server Failover: Chevin utilizes VMs powered by VMware's vSphere 6 and VMware's High Availability (HA) enterprise solutions. Virtualization also allows us to increase system availability by utilizing VMware's vMotion HA technology, which allows the image of the virtual machine to be automatically moved (failed over) from one physical host to another within the same ecosystem, without interruption to service.

Layer 3 – Dedicated SQL Environment: Chevin leverages a bare-metal, dedicated SQL Server 2014 environment with 15K RPM SFF SAS drives configured with RAID-5, which provides proven performance and redundancy.

Layer 4 – Data Backups: Customer data, applications, and VMs are backed up daily to a redundant network attached (NAS) storage solution.

26) Do your solutions allow for different levels of privileges and permissions with different users?

As detailed above, Chevin's fleet management solutions' unique architecture and robust multi-level security protocols control access to every table, form and field within our tools. With most competitive technologies, access is granted based upon a unique user profile or by a role assigned to a user or profile. Chevin is the only technology provider in the fleet sector whose applications further support up to 12 levels of organizational hierarchy and leverages this hierarchy to further manipulate the presentation, permissions and privileges based not just upon the user's role, but also where that user exists within an organization. As a result, users not only are granted access based upon this relationship, but the entire user experience is seamlessly rendered to only reflect what the user needs to access based upon these relationships. As a result of this unique capability and the web based architecture of our technology, our solutions can be quickly and easily deployed to unlimited remote users, departments or external users whether the user community is only a few users to tens of thousands of users.

Signature: _____



Date: 2/13/2017

Letter of Agreement To Extend the Contract

Between

Chevin Fleet Solutions
347 Lunenburg St.
Fitchburg, MA 01420

And

Sourcewell
202 12th Street NE
Staples, MN 56479
Phone: (218) 894-1930

The Vendor and Sourcewell have entered into an Agreement (Contract #022217-CVS) for the procurement of Fleet Management and Related Technology Solutions. This Agreement has an expiration date of June 1, 2021, but the parties may extend the Agreement for one additional year by mutual consent.

The parties acknowledge that extending the Agreement for another year benefits the Vendor, Sourcewell and Sourcewell’s members. The Vendor and Sourcewell therefore agree to extend the Agreement listed above for a fifth year. This existing Agreement will terminate on June 1, 2022. All other terms and conditions of the Agreement remain in force.

Sourcewell

DocuSigned by:
BY: Jeremy Schwartz, Its: Director of Operations & Procurement/CPO
C0FD2A139D06489...

Name printed or typed: Jeremy Schwartz

Date 6/8/2020 | 11:01 AM CDT

Chevin Fleet Solutions

DocuSigned by:
BY: Cynthia LaRoche, Its: Administrative Assistant/Sales
652BEBFF28A74F6...

Name printed or typed: Cynthia LaRoche

Date 6/8/2020 | 11:46 AM CDT



National Joint Powers Alliance®

REQUEST FOR PROPOSAL

for the procurement of

FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS

RFP Opening

[FEBRUARY 23, 2017]

8:30 a.m. Central Time

At the offices of the

National Joint Powers Alliance®

202 12th Street Northeast, Staples, MN 56479

RFP #022217

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #022217 FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS. Details of this RFP are available beginning January 5, 2017. Details may be obtained by letter of request to Jonathan Yahn, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until February 22, 2017 at 4:30 p.m. Central Time at the above address and opened February 23, 2017 at 8:30 a.m. Central Time.

RFP Timeline

January 5, 2017

Publication of RFP in the print and online version of USA Today, in the print and online version of the Salt Lake News within the State of Utah, in the print and online version of the Daily Journal of Commerce within the State of Oregon (note: OR entities this pertains to:

<http://www.njpacoop.org/oregon-advertising>), in the print and online version of The State within the State of South Carolina, the NJPA website, MERX, Noticetobidders.com, PublicPurchase.com, Biddingo, and Onvia.

February 1, 2017
10:00 a.m. CT

Pre-Proposal Conference (the webcast/conference call). The connection information will be sent to all inquirers two business days before the conference.

February 15, 2017
February 22, 2017
4:30 p.m. CT

Deadline for RFP questions.
Deadline for Submission of Proposals. Late responses will be returned unopened.

February 23, 2017
8:30 a.m. CT

Public Opening of Proposals.

Direct questions regarding this RFP to: Jonathan Yahn at jonathan.yahn@njpacoop.org or (218)895-4144.

TABLE OF CONTENTS

1. DEFINITIONS
 - A. Contract
 - B. Proposer
 - C. Sourced Good of Open Market Item
 - D. Vendor
2. ADVERTISEMENT OF RFP
3. INTRODUCTION
 - A. About NJPA
 - B. Joint Exercise of Powers Laws
 - C. Why Respond to a National Cooperative Procurement Contract
 - D. The Intent of This RFP
 - E. Scope of This RFP
 - F. Expectations for Equipment/Products and Services Being Proposed
 - G. Solutions Based Solicitation
4. INSTRUCTIONS FOR PREPARING YOUR PROPOSAL
 - A. Inquiry Period
 - B. Pre-Proposal Conference
 - C. Identification of Key Personnel
 - D. Proposer's Exceptions to Terms and Conditions
 - E. Proposal Format
 - F. Questions & Answers About This RFP
 - G. Modification or Withdrawal of a Submitted Proposal
 - H. Proposal Opening Procedure
 - I. NJPA's Rights Reserved
5. PRICING
 - A. Line-Item Pricing
 - B. Percentage Discount From Catalog or Category
 - C. Cost Plus a Percentage of Cost
 - D. Hot List Pricing
 - E. Ceiling Price
 - F. Volume Price Discounts/ Additional Quantities
 - G. Total Cost of Acquisition
 - H. Sourced Equipment/Products/ Open Market Items
 - I. Price and Product Changes
 - J. Payment Terms
 - K. Sales Tax
 - L. Shipping
6. EVALUATION OF PROPOSALS
 - A. Proposal Evaluation Process
 - B. Proposer Responsiveness
 - C. Proposal Evaluation Criteria
 - D. Other Consideration
 - E. Cost Comparison
 - F. Marketing Plan
 - G. Certificate Of Insurance
 - H. Order Process and/or Funds Flow
 - I. Administrative Fees
 - J. Value Added
 - K. Waiver of Formalities
7. POST AWARD OPERATING ISSUES
 - A. Subsequent Agreements
 - B. NJPA Member Sign-up Procedure
 - C. Reporting of Sales Activity
 - D. Audits
 - E. Hub Partner
 - F. Trade-Ins
 - G. Out of Stock Notification
 - H. Termination of a Contract resulting from this RFP
8. GENERAL TERMS AND CONDIITONS
 - A. Advertising a Contract Resulting From This RFP
 - B. Applicable Law
 - C. Assignment of Contract
 - D. List of Proposers
 - E. Captions, Headings, and Illustrations
 - F. Data Practices
 - G. Entire Agreement
 - H. Force Majeure
 - I. Gratuities
 - J. Hazardous Substances
 - K. Licenses
 - L. Material Suppliers and Sub-Contractors
 - M. Non-Wavier of Rights
 - N. Protests of Awards Made
 - O. Suspension or Disbarment Status
 - P. Affirmative Action and Immigration Status Certification
 - Q. Severability
 - R. Relationship of Parties
9. FORMS
10. PRE-SUBMISSION CHECKLIST
11. PRICE & PRODUCT CHANGE REQUEST FORM
12. APPENDIX A

1 DEFINITIONS

A. CONTRACT

Contract means this RFP, current pricing information, fully executed Forms C, D, F, & P from the Proposer's response pursuant to this RFP, and a fully executed Form E ("Acceptance and Award") with final terms and conditions. Form E will be executed after a formal award and will provide final clarification of terms and conditions of the award.

B. PROPOSER

A Proposer is a company, person, or entity delivering a timely response to this RFP. This RFP may also use the terms "respondent" or "proposed Vendor," which is interchangeable with Proposer as the context allows.

C. SOURCED GOOD or OPEN MARKET ITEM

A Sourced Good or Open Market Item is a product within the RFP's scope 1) that is not currently available under the Vendor's NJPA contract, 2) that a member wants to buy under contract from an awarded Vendor, and 3) that is generally deemed incidental to the total transaction or purchase of contract items.

D. VENDOR

A Proposer whose response has been awarded a contract pursuant to this RFP.

2 ADVERTISEMENT OF RFP

2.1 NJPA advertises this solicitation: 1) in the hard copy print and online editions of the USA Today; 2) once each in Oregon’s Daily Journal of Commerce, South Carolina’s The State and Utah’s Salt Lake Tribune; 3) on NJPA’s website; and 4) on other third-party websites deemed appropriate by NJPA. Other third-party advertisers may include Onvia, PublicPurchase.com, MERX, and Biddingo.

2.2 NJPA also notifies and provides solicitation documentation to each state-level procurement departments for possible re-posting of the solicitation within their systems and at their option for future use and to meet specific state requirements.

3 INTRODUCTION

A. ABOUT NJPA

3.1 The National Joint Powers Alliance® (NJPA) is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership and participation includes states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations.

3.2 Under the authority of Minnesota state laws and enabling legislation, NJPA facilitates a competitive solicitation and contracting process on behalf of the needs of itself and the needs of current and potential member agencies nationally. This process results in national procurement contracts with various Vendors of products/equipment and services which NJPA Member agencies desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative procurement contracts can be found at www.njpacoop.org.

3.3 NJPA is a public agency governed by publicly elected officials that serve as the NJPA Board of Directors. NJPA’s Board of Directors oversees and authorizes the calls for all new proposals and holds those resulting Contracts for the benefit of its own and its Members use.

3.4 NJPA currently serves over 50,000 member agencies nationally. Both membership and utilization of NJPA contracts continue to expand, due in part to the increasing acceptance of Cooperative Purchasing throughout the government and education communities nationally.

B. JOINT EXERCISE OF POWERS LAWS

3.5 NJPA cooperatively shares those contracts with its Members nationwide through various Joint Exercise of Powers Laws or Cooperative Purchasing Statutes established in Minnesota, other states and Canadian provinces. The Minnesota Joint Exercise of Powers Law is Minnesota Statute §471.59 which states “Two or more governmental units...may jointly or cooperatively exercise any power common to the contracting parties...” This Minnesota Statute allows NJPA to serve Member agencies located in all other states. Municipal agencies nationally can participate in cooperative purchasing activities under their own state law. These laws can be found on our website at <http://www.njpacoop.org/national-cooperative-contract-solutions/legal-authority/>.

C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

3.6 National Cooperative Procurement Contracts create value for Municipal and Public Agencies, as well as for Vendors of products/equipment and services in a variety of ways:

3.6.1 National cooperative contracts potentially save time and effort for municipal and public agencies, who otherwise would have to solicit vendor responses to individual RFPs, resulting in individual contracts, to meet the procurement needs of their respective agencies. Considerable time and effort is also potentially saved by the Vendors who would have had to otherwise respond to each of those individual RFPs. A single, nationally advertised RFP, resulting in a single, national cooperative contract can potentially replace thousands of individual RFPs for the same equipment/products/services that might have been otherwise advertised by individual NJPA member agencies.

3.6.2 NJPA contracts offer our Members nationally leveraged volume purchasing discounts. Our contract terms and conditions offer the opportunity for Vendors to recognize individual member procurement volume commitment through additional volume based contract discounts.

3.7 State laws that permit or encourage cooperative purchasing contracts do so with the belief that cooperative efficiencies will result in lower prices, better overall value, and considerable time savings.

3.8 The collective purchasing power of thousands of NJPA Member agencies nationwide offers the opportunity for volume pricing discounts. Although no sales or sales volume is guaranteed by an NJPA Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

3.9 NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. Vendors have the opportunity to display and highlight value-added attributes of their company, equipment/products and services without constraints of a typical individual proposal process.

D. THE INTENT OF THIS RFP

3.10. National contract awarded by NJPA: NJPA seeks the most responsive and responsible Vendor relationship(s) to reflect the best interests of NJPA and its Member agencies. Through a competitive proposal and evaluation process, the NJPA Proposal Evaluation Committee recommends vendors for a national contract awarded by the action of the NJPA Chief Procurement Officer. NJPA's primary intent is to establish and provide a national cooperative procurement contract that offer opportunities for NJPA and our current and potential Member agencies throughout the United States and Canada to procure quality product/equipment and services as desired and needed. The contracts will be marketed nationally through a cooperative effort between the awarded vendor(s) and NJPA. Contracts are expected to offer price levels reflective of the potential and collective volume of NJPA and the nationally established NJPA membership base.

3.11 Beyond our primary intent, NJPA further desires to:

3.11.1 Award a four-year contract with a fifth-year contract option resulting from this RFP. Any fifth-year extension is exercised at NJPA's discretion and results from NJPA's contracting needs or from Member requests; this extension is not intended merely to accommodate an awarded Vendor's request. If NJPA grants a fifth-year extension, it may also terminate the contract (or cause it to expire) within the fifth year if the extended contract is replaced by a resolicited or newly solicited contract. In exigent circumstances, NJPA may petition NJPA's Board of Directors to extend the contract term beyond five years. This rarely used procedure should be employed only to avoid a gap in contract coverage while a replacement contract is being solicited;

3.11.2 Offer and apply any applicable technological advances throughout the term of a contract resulting from this RFP;

- 3.11.3** Deliver “Value Added” aspects of the company, equipment/products and services as defined in the “Proposer’s Response”;
- 3.11.4** Deliver a wide spectrum of solutions to meet the needs and requirements of NJPA and NJPA Member agencies; and
- 3.11.5** Award an exclusive contract to the most responsive and responsible vendor when it is deemed to be in the best interest of NJPA and the NJPA Member agencies.

3.12 Exclusive or Multiple Awards: Based on the scope of this RFP and on the responses received, NJPA may award either an exclusive contract or multiple contracts. In some circumstances, a single national supplier may best meet the needs of NJPA Members; in other situations, multiple vendors may be in the best interests of NJPA and the NJPA Members and preferred by NJPA to provide the widest array of solutions to meet the member agency’s needs. NJPA retains sole discretion to determine which approach is in the best interests of NJPA Member agencies.

3.13 Non-Manufacturer Awards: NJPA reserves the right to make an award under this RFP to a non-manufacturer or dealer/distributor if such action is in the best interests of NJPA and its Members.

3.14 Manufacturer as a Proposer: If the Proposer is a manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that manufacturer’s authorized dealer network. Unless stated otherwise, a manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their dealer network where that dealer network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the manufacturer or wholesale distributor Proposer. Any such dealer will be considered a sub-contractor of the Proposer/Vendor. The relationship between the manufacturer and wholesale distributor Proposer and its dealer network may be proposed at the time of the submission if that fact is properly identified.

3.15 Dealer/Reseller as a Proposer: If the Proposer is a dealer or reseller of the products and/or services being proposed, the response will be evaluated based on the Proposer’s authorization to provide those products and services from their manufacturer. When requested by NJPA, Proposers must document their authority to offer those products and/or services.

E. SCOPE OF THIS RFP

3.16 Scope: The scope of this RFP is to award a contract to a qualifying vendor defined as a manufacturer, provider, or dealer/distributor, established as a Proposer, and deemed responsive and responsible through our open and competitive proposal process. Vendors will be awarded contracts based on the proposal and responders demonstrated ability to meet the expectations of the RFP and demonstrate the overall highest valued solutions which meet and/or exceed the current and future needs and requirements of NJPA and its Member agencies nationally within the scope of [FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS.]

3.17 Additional Scope Definitions: For purposes of the scope of this solicitation:

3.17.1 In addition to [FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS,]**this solicitation should be read to include, but not to be limited to:**

3.17.1.1 Fleet management information technologies, telematics, fleet monitoring, fuel management, fuel tank management, and motorpool/fleet sharing.]

3.17.2 NJPA reserves the right to limit the scope of this solicitation for NJPA and current and potential NJPA member agencies.

3.17.2.1 This solicitation is not intended to include vehicles, vehicle parts, vehicle supplies, maintenance services, gas cards, or consultant services. Accordingly, this solicitation should not be construed to include more than an incidental offering of tanks and fueling equipment, vehicles supplies, or vehicle parts.]

3.18 **Overlap of Scope:** When considering equipment/products/services, or groups of equipment/products/services submitted as a part of your response, and whether inclusion of such will fall within a “Scope of Proposal,” please consider the validity of an inverse statement.

3.18.1 For example, pencils and post-it-notes can generally be classified as office supplies and office supplies generally include pencils and post-it-notes.

3.18.2 In contrast, computers (PCs and peripherals) can generally be considered office supplies; however, the scope of office supplies does not generally include computer servers and infrastructure.

3.18.3 In conclusion: With this in mind, individual products and services must be examined individually by NJPA, from time to time and in its sole discretion, to determine their compliance and fall within the original “Scope” as intended by NJPA.

3.19 **Best and Most Responsive – Responsible Proposer:** It is the intent of NJPA to award a Contract to the best and most responsible and responsive Proposer(s) offering the best overall quality and selection of equipment/products and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Proposer’s Response has been submitted in accordance with the requirements of this RFP. Qualifying Proposers who are able to anticipate the current and future needs and requirements of NJPA and NJPA member agencies; demonstrate the knowledge of any and all applicable industry standards, laws and regulations; and possess the willingness and ability to distribute, market to and service NJPA Members in all 50 states are preferred. NJPA requests proposers submit their entire product line as it applies and relates to the scope of this RFP.

3.20 **Sealed Proposals:** NJPA will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to NJPA and its current or qualifying future NJPA Member agencies.

3.21 **Use of Contract:** Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of NJPA and its Members. NJPA and/or its members reserve the right to obtain like equipment/products and services solely from this contract or from another contract source of their choice or from a contract resulting from their own procurement process.

3.22 **Awarded Vendor’s interest in a contract resulting from this RFP:** Awarded Vendors will be able to offer to NJPA, and current and potential NJPA Members, only those products/equipment and services specifically awarded on their NJPA Awarded Contract(s). Awarded Vendors may not offer as “contract compliant,” products/equipment and services which are not specifically identified and priced in their NJPA Awarded Contract.

3.23 **Sole Source of Responsibility-** NJPA desires a “Sole Source of Responsibility” Vendor. This means that the Vendor will take sole responsibility for the performance of delivered equipment/products/ services. NJPA also desires sole responsibility with regard to:

3.23.1 **Scope of Equipment/Products/Services:** NJPA desires a provider for the broadest possible scope of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of NJPA current and potential Members.

3.23.2 Vendor use of sub-contractors in sourcing or delivering equipment/product/services: NJPA desires a single source of responsibility for equipment/products and services proposed. Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the equipment/products/services being proposed. Vendor assumes all responsibility for the equipment/products/services and actions of any such Sub-Contractor. Suggested Solutions Options include:

3.24.1 Multiple solutions to the needs of NJPA and NJPA Members are possible. Examples could include:

3.24.1.1 Equipment/Products Only Solution: Equipment/Products Only Solution may be appropriate for situations where NJPA or NJPA Members possess the ability, either in-house or through local third party contractors, to properly install and bring to operation those equipment/products being proposed.

3.24.1.2 Turn-Key Solutions: A Turn-Key Solution is a combination of equipment/products and services that provides a single price for equipment/products, delivery, and installation to a properly operating status. Generally this is the most desirable solution because NJPA and NJPA Members may not possess, or desire to engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors

3.24.1.3 Good, Better, Best: Where appropriate and properly identified, Proposers may offer the choice “of good, better, best” multiple-grade solutions to meet NJPA Members’ needs.

3.24.1.4 Proven – Accepted – Leading-Edge Technology: Where appropriate and properly identified, Proposers may provide a spectrum of technology solutions to complement or enhance the proposed solutions to meet NJPA Members’ needs.

3.24.2 If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of NJPA and its Members within the scope of this RFP. NJPA prefers Proposers submit their complete product line of products and services described in the scope of this RFP. NJPA reserves the right to reject individual, or groupings of specific equipment/products and services proposals as a part of the award.

3.25 Geographic Area to be Proposed: This RFP invites proposals to provide FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS to NJPA and NJPA Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to NJPA Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability and willingness to serve Canada, for instance, will be viewed as a value-added attribute.

3.26 Contract Term: At NJPA’s option, a Contract resulting from this RFP will become effective either on the date awarded by the NJPA Board of Directors or on the day following the expiration date of an existing NJPA procurement contract for the same or similar product/equipment and services.

3.26.1 NJPA is seeking a Contract base term of four years as allowed by Minnesota Contracting Law. Full term is expected. However, one additional one-year renewal/extension may be offered by NJPA to Vendor beyond the original four year term if NJPA deems such action to be in the best interests of NJPA and its Members. NJPA reserves the right to conduct periodic business reviews throughout the term of the contract.

3.27 Minimum Contract Value: NJPA anticipates considerable activity resulting from this RFP and subsequent award; however, no commitment of any kind is made concerning actual quantities to be acquired. NJPA does not guarantee usage. Usage will depend on the actual needs of the NJPA Members and the value of the awarded contract.

3.28 [This section is intentionally blank.]

3.29 Contract Availability: This Contract must be available to all current and potential NJPA Members who choose to utilize this NJPA Contract to include all governmental and public agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

3.30 Proposer's Commitment Period: In order to allow NJPA the opportunity to evaluate each proposal thoroughly, NJPA requires any response to this solicitation be valid and irrevocable for ninety (90) days after the date proposals are opened.

F. EXPECTATIONS FOR EQUIPMENT/PRODUCTS AND SERVICES BEING PROPOSED

3.31 Industry Standards: Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS industry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, related services and accessories, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated standards, needs, expectations, and requirements of NJPA and its Members.

3.31.1 Deviations from industry standards must be identified by the Proposer and explained how, in their opinion, the equipment/products and services they propose will render equivalent functionality, coverage, performance, and/or related services. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.

3.31.2 Technical Descriptions/Specifications. Excessive technical descriptions and specifications that unduly enlarge the proposal response may cause NJPA to reduce the evaluation points awarded on Form G. Proposers must supply sufficient information to:

3.31.2.1 demonstrate the Proposer's knowledge of industry standards and Member agency needs and expectations;

3.31.2.2 identify the equipment/products and services being proposed as applicable to the needs and expectations of NJPA Member agencies; and

3.31.2.3 differentiate equipment/products and services from other industry manufacturers and providers.

3.32 New Current Model Equipment/Products: Proposals submitted shall be for new, current model equipment/products and services with the exception of certain close-out products allowed to be offered on the Proposer's "Hot List" described herein.

3.33 Compliance with laws and standards: All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.

3.34 Delivered and operational: Products/equipment offered herein are to be proposed based upon being delivered and operational at the NJPA Member's site. Exceptions to "delivered and operational" must be clearly disclosed in the "Total Cost of Acquisition" section of the proposal.

3.35 Warranty: The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment

should carry a minimum industry standard manufacturer's warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in non-award.

3.36 Additional Warrants: The Proposer warrants that all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

G. SOLUTIONS-BASED SOLICITATION

3.37 The NJPA solicitation and contract award process is not based on detailed specifications. Instead, this RFP is a "Solutions-Based Solicitation." NJPA expects respondents to understand and anticipate the current and future needs of NJPA and its members—within the scope of this RFP—and to propose solutions that are commonly desired or required by law or industry standards. Proposal will be evaluated in part on your demonstrated ability to meet or exceed the needs and requirements of NJPA and our member agencies within the defined scope of this RFP.

3.38 While NJPA does not typically provide product and service specifications, the RFP may contain scope refinements and industry-specific questions. Where specific items are specified, those items should be considered the minimum required, which the proposal can exceed in order to meet Members' needs. NJPA may award all of the respondent's proposal or may limit the award to a subset of the proposal.

4 INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

A. INQUIRY PERIOD

4.1 The inquiry period begins on the date of first advertisement and continues until to the Deadline for Submission." RFP packages will be distributed to potential Vendors during the inquiry period.

B. PRE-PROPOSAL CONFERENCE

4.2 A pre-proposal conference will be held at the date and time specified in the timeline on page one of this RFP. Conference information will be sent to all potential Proposers, and attendance is optional. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and NJPA's competitive contracting process. Only answers issued in writing by NJPA to questions asked before or during the pre-proposal conference are binding on the parties to an awarded contract.

C. IDENTIFICATION OF KEY PERSONNEL

4.3 Awarded Vendors will designate one senior staff member to represent the Vendor to NJPA. This contact person will correspond with members for technical assistance, questions, or concerns that may arise, including instructions regarding different contacts for different geographical areas or product lines.

4.4 These designated individuals should also act as the primary contact for marketing, sales, and any other area deemed essential by the Proposer and NJPA.

D. PROPOSER'S EXCEPTIONS TO TERMS AND CONDITIONS

4.5 Any exceptions, deviations, or contingencies regarding this RFP that a Proposer requests must be documented on Form C, Exceptions To Proposal, Terms, Conditions And Solutions Request.

4.6 Exceptions, deviations or contingencies requested in the Proposer's response, while possibly necessary in the view of the Proposer, may result in lower scoring or disqualification of a proposal.

E. PROPOSAL FORMAT

4.7 All Proposers must examine the entire RFP package to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal.

4.8 All proposals must be properly labeled and sent to "The National Joint Powers Alliance, 202 12th Street NE Staples, MN 56479."

4.9 All proposals must be physically delivered to NJPA at the above address with all required hard copy documents and signature forms/pages inserted as loose pages at the front of the Vendor's response. The proposal must include these items.

4.9.1 Hard copy original of completed, signed, and dated Forms C, D, F; hard copy of the signed signature-page only from Forms A and P from this RFP;

4.9.2 Signed hard copies of all addenda issued for the RFP;

4.9.3 Hard copy of Certificate of Insurance verifying the coverage identified in this RFP; and

4.9.4 A complete copy of your response on a flash drive (or other approved electronic means). The electronic copy must contain completed Forms A, B, C, D, F, and P, your statement of products and pricing (including apparent discount), and all appropriate attachments. In order to ensure that your full response is evaluated, you must provide an electronic version of any material that you provide in a hard copy format.

As a public agency, NJPA's proposals, responses, and awarded contracts are a matter of public record, except for such data that is classified as nonpublic. Accordingly, public data is available for review through a properly submitted public records request. To redact nonpublic information from your proposal (under Minnesota Statute §13.37), you must make your request within thirty (30) days of the contract award or non-award date.

4.10 All Proposal forms must be submitted in English and must be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

4.11 Proposal submissions should be submitted using the electronic forms provided. Proposers that use alternative documents are responsible for ensuring that the content is substantially similar to the NJPA form and that the document is readable by NJPA.

4.12 The Proposer must ensure that the proposal is in the physical possession of NJPA before the submission deadline.

4.12.1 Proposals must be submitted in a sealed envelope or box properly addressed to NJPA and prominently identifying the proposal number, proposal category name, the message "**Hold for Proposal Opening**," and the deadline for proposal submission. NJPA is not responsible for untimely proposals. Proposals received by the deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

4.13 Proposers are responsible for checking directly with the NJPA website for any addendums to this RFP. Addendums to this RFP can change the terms and conditions of the RFP, including the proposal submission deadline.

F. QUESTIONS AND ANSWERS ABOUT THIS RFP

4.14 Upon examination of this RFP document, Proposer should promptly notify NJPA of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections, and changes to this RFP will be considered by NJPA through a written addendum. Interpretations, corrections, or changes that are made in any other manner are not binding, and Proposers must not rely on them.

4.15 Submit all questions about this RFP, in writing, referencing FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS to Jonathan Yahn at NJPA 202 12th Street NE, Staples, MN 56479 or to RFP@njpacoop.org. You may also call Jonathan Yahn at (218) 895-4144. NJPA urges potential Proposers to communicate all concerns well in advance of the submission deadline to avoid misunderstandings. Questions received within seven (7) days before the submission deadline generally cannot be answered. NJPA may, however, field purely procedural questions, questions about NJPA-issued addenda, or questions involving a Proposer withdrawing its response before the RFP submission deadline.

4.16 If NJPA deems that its answer to a question has a material impact on other potential Proposers or on the RFP itself, NJPA will create an addendum to this RFP.

4.17 If NJPA deems that its answer to a question merely clarifies the existing terms and conditions and does not have a material impact on other potential Proposers or the RFP itself, no further documentation of that question is required.

4.18 Addenda are written instruments issued by NJPA that modify or interpret the RFP. All addenda issued by NJPA become a part of the RFP. Addenda will be delivered to all Potential Proposers using the same method of delivery of the original RFP material. NJPA accepts no liability in connection with the delivery of any addenda. Copies of addenda will also be made available on the NJPA website at www.njpacoop.org (under “Current and Pending Solicitations”) and from the NJPA offices. All Proposers must acknowledge their receipt of all addenda in their proposal response.

4.19 Any amendment to a submitted proposal must be in writing and must be delivered to NJPA by the RFP submission deadline.

4.20 through 4.21 [These sections are intentionally blank.]

G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

4.22 A submitted proposal must not be modified, withdrawn, or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened. Before the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the NJPA Contracts and Compliance Manager. Such notice must be submitted in writing and must include the signature of the Proposer. The notice must be delivered to NJPA before the deadline for submission of proposals and must be so worded as not to reveal the content of the original proposal. The original proposal will not be physically returned to the potential Proposer until after the official proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they fully conform with the proposal instructions.

H. PROPOSAL OPENING PROCEDURE

4.23 Sealed and properly identified responses for this RFP entitled FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS will be received by Jonathan Yahn, Contracts and Compliance Manager, at NJPA Offices, 202 12th Street NE, Staples, MN 56479 until the deadline identified on page one of this RFP. All Proposal responses must be submitted in a sealed package. The outside of the package

must plainly identify **FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS** and the RFP number. To avoid premature opening, the Proposer must label the Proposal response properly. **NJPA documents the receipt of proposals by immediately time- and date-stamping them with an atomic clock.** At the time of the public opening, the NJPA Director of Contracts and Marketing or a representative from the NJPA Proposal Evaluation Committee will read the Proposer's names aloud and will determine whether each submission has met Level-1 responsiveness.

I. NJPA'S RIGHTS RESERVED

4.24 NJPA may exercise the following rights with regard to the RFP.

4.24.1 Reject any and all proposals received in response to this RFP;

4.24.2 Disqualify any Proposer whose conduct or proposal fails to conform to the requirements of this RFP;

4.24.3 Duplicate without limitation all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the proposal;

4.24.4 Consider and accept for evaluation a late modification of a proposal if 1) the proposal itself was submitted on time, 2) the modifications were requested by NJPA, and 3) the modifications make the terms of the proposal more favorable to NJPA or its members;

4.24.5 Waive any non-material deviations from the requirements and procedures of this RFP;

4.24.6 Extend the Contract, in increments determined by NJPA, not to exceed a total Contract term of five years;

4.24.7 Cancel the Request for Proposal at any time and for any reason with no cost or penalty to NJPA;

4.24.8 Correct or amend the RFP at any time with no cost or penalty to NJPA. If NJPA corrects or amends any segment of the RFP after submission of proposals and before the announcement of the awarded Vendor, all proposers will be afforded a reasonable opportunity to revise their proposals in order to accommodate the RFP amendment and the new submission dates. NJPA will not be liable for any errors in the RFP or other responses related to the RFP; and

4.24.9 Extend proposal due dates.

5 **PRICING**

5.1 NJPA requests that potential Proposers respond to this RFP only if they are able to offer a wide array of products and services at lower prices and with better value than what they would ordinarily offer to a single government agency, a school district, or a regional cooperative.

5.2 This RFP requests pricing for an indefinite quantity of products or related services with potential national sales distribution and service. While most RFP categories represent significant sales opportunities, NJPA makes no guarantees about the quantity of products or services that members will purchase. **The estimated annual value of this contract is \$50 Million. Vendors are expected to anticipate additional volume through potential government, educational, and not-for-profit agencies that would find value in a national contract awarded by NJPA.**

5.3 Regardless of the payment method selected by NJPA or an NJPA member, the total cost associated with any purchase option of the products and services must always be disclosed in the proposal and at the time of purchase.

5.4 All proposers must submit “Primary Pricing” in the form of either “Line-Item Pricing,” or “Percentage Discount from Catalog Pricing,” or a combination of these pricing strategies. Proposers are also encouraged to offer optional pricing strategies such as “Hot List,” “Sourced Products,” and “Volume Discounts,” as well as financing options such as leasing. All pricing documents should include a clear effective date.

A. LINE-ITEM PRICING

5.5 Line-item pricing is a pricing format in which individual products or services are offered at specific Contract prices. Products or services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing may offer the least amount of confusion, but Proposers with a large number of items may find this method cumbersome. In these situations, a percentage discount from catalog or category pricing model may make more sense and may increase the clarity of the contract pricing format.

5.6 All line-item pricing items must be numbered, organized, sectioned (including SKUs, when applicable), and prepared to be easily understood by the Evaluation Committee and members.

5.7 Submit Line-Item Pricing items in an Excel spreadsheet format and include all appropriate identification information necessary to discern the line item from other line items in each Responder’s proposal.

5.8 Line-item pricing must be submitted to NJPA in a searchable spreadsheet format (e.g., Microsoft® Excel®) in order to facilitate quickly finding any particular item of interest. For that reason, Proposers are responsible for providing the appropriate product and service identification information along with the pricing information that is typically found on an invoice or price quote for such product or services.

5.9 All products or services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet, including any and all ancillary costs.

5.10 Proposers should provide both a published “List Price” as well as a “Proposed Contract Price” in their pricing matrix. Published List Price will be the standard “quantity of one” price currently available to government and educational customers, excluding cooperative and volume discounts.

B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY

5.11 This pricing model involves a specific percentage discount from a catalog or list price, defined as a published Manufacturer’s Suggested Retail Price (MSRP) for the products or services being proposed.

5.12 Individualized percentage discounts can be applied to any number of defined product groupings.

5.13 A percentage discount from MSRP may be applied to all elements identified in MSRP, including all manufacturer options applicable to the products or services.

5.14 When a Proposer elects to use “Percentage Discount from Catalog or Category,” Proposer will be responsible for providing and maintaining current published MSRP with NJPA, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.

C. COST PLUS A PERCENTAGE OF COST

5.15 “Cost plus a percentage of cost” as a primary pricing mechanism is not desirable. It is, however, acceptable for pricing sourced goods or services.

D. HOT LIST PRICING

5.16 Where applicable, a Vendor may opt to offer a specific selection of products or services, defined as “Hot List” pricing, at greater discounts than those listed in the standard Contract pricing. All product and

service pricing, including the Hot List Pricing, must be submitted electronically in a format that is acceptable to NJPA. Hot List pricing must be submitted in a line-item format. Products and services may be added or removed from the Hot List at any time through an NJPA Price and Product Change Form.

5.17 Hot List program and pricing may also be used to discount and liquidate close-out and discontinued products and services as long as those close-out and discontinued items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all NJPA Members.

E. CEILING PRICE

5.18 Proposal pricing is to be established as a ceiling price. At no time may the proposed products or services be offered under this Contract at prices above this ceiling price without a specific request and approval by NJPA. Contract prices may be reduced at any time, for example, to reflect volume discounts or to meet the needs of an NJPA Member.

5.19 [This section is intentionally blank.]

F. VOLUME PRICE DISCOUNTS / ADDITIONAL QUANTITIES

5.20 through 5.23 [These sections are intentionally blank.]

G. TOTAL COST OF ACQUISITION

5.24 The Total Cost of Acquisition for the equipment/products and related services being proposed, including those payable by NJPA Members to either the Proposer or a third party, is the cost of the proposed equipment/products product/equipment and related services delivered and operational for its intended purpose in the end-user's location. For example, if you are proposing equipment/products FOB Proposer's dock, your proposal should reflect that the contract pricing does not provide for delivery beyond Proposer's dock, nor any set-up activities or costs associated with those delivery or set-up activities. Any additional costs for delivery and set-up should be clearly disclosed. In contrast, a proposal could state that there are no additional costs of acquisition if the product is delivered to and operational at the end-user's location.

H. SOURCED GOOD or OPEN MARKET ITEM

5.25 A Sourced Good or an Open Market Item is a product that a member wants to buy under contract that is not currently available under the Vendor's NJPA contract. This method of procurement can be satisfied through a contract sourcing process. Sourcing options serve to provide a more complete contract solution to meet our members' needs. Sourced items are generally deemed incidental to the total transaction or purchase of contract items.

5.26 NJPA or NJPA Members may request products, equipment, and related services that are within the related scope of this RFP, even if they are not included in an awarded Vendor's line-item price list or catalog. These items are known as Sourced Goods or Open Market Items.

5.27 An awarded Vendor may source such items to the extent that the items are identified as "Sourced Products/Equipment" or "Open Market Items" on any quotation issued in reference to an NJPA awarded contract, and that this information is provided to either NJPA or an NJPA Member. NJPA is not responsible for determining whether a Sourced Good is an incidental portion of the overall purchase or whether a Member is able to consider a Sourced Good a purchase under an NJPA contract.

5.28 "Cost plus a percentage" pricing is an acceptable option in pricing of Sourced Goods.

I. PRODUCT & PRICE CHANGES

5.29 Awarded Vendors may request product or service changes, additions, or deletions at any time throughout the contract term. All requests must be made in written format by completing the NJPA Price and Product Change Request Form (located at the end of this RFP and on the NJPA website), signed by an authorized Vendor representative. All changes are subject to review and approval by NJPA. Submit your requests through email to your assigned Contract Manager and to PandP@njpacoop.org.

5.30 NJPA will determine whether the request is both within the scope of the original RFP and in the best interests of NJPA and NJPA Members. Approved Price and Product Change Request Forms will be returned to the Vendor contact through email.

5.31 The Vendor must 1) complete this change request form and individually list or attach all items subject to change, 2) provide a sufficiently detailed explanation and documentation for the change, and 3) include a complete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all products and services being offered and must conform to the following NJPA product and price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "COMPANY 012411-CPY effective 02-12-2016."

5.32 **The new pricing restatement must include all products and services offered, even for those items whose pricing remains unchanged,** and must include a new effective date on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

5.33 ADDITIONS. New products and related services may be added to a Contract resulting from this RFP at any time during that Contract term to the extent that those products and related services are within the scope of this RFP. Allowable new products and related services generally include updated models of products and enhanced services that reflect new technology and improved functionality.

5.34 DELETIONS. New products and related services may be deleted from a contract if an item is no longer available.

5.35 PRICE CHANGES. A Vendor may request pricing changes by providing reasonable justification for the change. For example, a request for a 3% increase in a product line that relies heavily on petroleum products may be reasonable if the raw cost of required petroleum products has increased substantially. Conversely, a request for a 3% increase in prices based only on a 3% increase in a cost-of-living index may be considered unreasonable. Although NJPA is sensitive to the possibility of fluctuations in raw material costs, prospective Vendors should make every reasonable attempt to account for normal cost changes by proposing pricing that will be effective throughout the duration of the four-year Contract.

5.35.1 *Price decreases:* NJPA expects Vendors to propose their very best prices and anticipates price reductions that are due to advancement in technology and marketplace efficiencies.

5.35.2 *Price increases:* A Vendor must include reasonable documentation for price-increase requests, along with both current and proposed pricing. Appropriate documentation should be attached to the Price and Product Change Request Form, including letters from suppliers announcing price increases. Price increases must not exceed the industry standard.

5.36 through 5.37 [These sections are intentionally blank.]

5.38 Proposers representing multiple manufacturers, or carrying multiple related product lines may also request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this RFP.

5.39 through 5.43 [These sections are intentionally blank.]

K. SALES TAX

5.44 Sales and other taxes should not be included in the prices quoted. The Vendor will charge state and local sales and other applicable taxes on items for which a valid tax-exemption certification has not been provided. Each NJPA Member is responsible for providing verification of tax-exempt status to the Vendor. When ordering, NJPA Members must indicate that they are tax-exempt entities. Except as set forth herein, no party is responsible for taxes imposed on another party as a result of or arising from the transactions under a Contract resulting from this RFP.

L. SHIPPING

5.45 Shipping costs can constitute a significant portion of the overall cost of procurement. Consequently, significant weight will be given to the quality of a prospective Vendor's shipping program. Shipping charges should reasonably reflect the actual cost of shipping. NJPA understands that Vendors may use other shipping cost methods for simplicity or for transparency. But to the extent that shipping costs are determined to disproportionately increase a Vendor's profit, NJPA may reduce the points awarded in the "Pricing" criteria.

5.46 through 5.47 [These sections are intentionally blank.]

5.48 All shipping and restocking fees must be identified in the price program. Certain industries providing made-to-order products may not allow returns. Proposals will be evaluated not only on the actual costs of shipping, but on the relative flexibility extended to NJPA Members relating to restocking fees, shipping errors, customized shipping requirements, the process for rejecting damaged or delayed shipments, and similar subjects.

5.49 through 5.50 [These sections are intentionally blank.]

5.51 Delivered products must be properly packaged. Damaged products may be rejected. If the damage is not readily apparent at the time of delivery, the Vendor must permit the products to be returned within a reasonable time at no cost to NJPA or NJPA Member. NJPA and NJPA Members reserve the right to inspect the products at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the products at the time of delivery.

5.52 The Vendor must deliver Contract-conforming products in each shipment and may not substitute products without the express approval from NJPA or the NJPA Member.

5.53 NJPA reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior products that are not under Contract and described in its paper or electronic price lists or sourced upon request of any Member under this Contract. In the event of the delivery of nonconforming products, the NJPA Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming products with conforming products that are acceptable to the NJPA member.

5.54 Throughout the term of the Contract, Proposer agrees to pay for return shipment on products that arrive in a defective or inoperable condition. Proposer must arrange for the return shipment of the damaged products.

6 EVALUATION OF PROPOSALS

A. PROPOSAL EVALUATION PROCESS

6.1 The NJPA proposal evaluation committee will evaluate proposals received based on a 1,000 point evaluation system. The committee establishes both the evaluation criteria and designates the relative weight

of each criterion by assigning possible scores for each category on Form G of this RFP. The committee may adjust the relative weight of the criteria for each RFP. (For example, if the “Warranty” criterion does not apply to a particular RFP, the points normally awarded under “Warranty” may be used to increase the number of potential points in another evaluation category or categories.) The “Pricing” criterion will contain at least a plurality of points for every RFP.

6.2 NJPA uses a scoring system that gives primary importance to “Pricing.” But pricing includes more than just the absolute lowest initial cost of purchasing, for example, a particular product. Other considerations include the total cost of the acquisition and whether the Proposer’s offering represents the best value. The evaluation committee may consider such factors as life-cycle costs, total cost of ownership, quality, and the suitability of an offering in meeting NJPA Members’ needs. Pricing points may be awarded based on pricing clarity and ease of use. NJPA may also award points based on whether a response contains exceptions, exclusions, or limitations of liabilities.

6.3 The NJPA Board of Directors will consider making awards to the selected Proposer(s) based on the recommendations of the proposal evaluation committee. To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set forth under “Proposer Responsiveness,” found just below.

B. PROPOSER RESPONSIVENESS

6.4 All responses are evaluated for Level-One and Level-Two Responsiveness. If a response does not substantially conform to substantially all of the terms and conditions in the solicitation, or if it requires unreasonable exceptions, it may be considered nonresponsive.

6.5 All proposals must contain suitable responses to the questions in the proposal forms. The following requirements must be satisfied in order to meet Level-One Responsiveness, which is typically ascertained on the proposal opening date. If these standards are not met, your response may be disqualified as nonresponsive.

6.6 Level-One Responsiveness means that the response

- 6.6.1** is received before the deadline for submission or it will be returned unopened;
- 6.6.2** is properly addressed and identified as a sealed proposal with a specific RFP number and an opening date and time;
- 6.6.3** contains a pricing document (with apparent discounts) and all other forms fully completed, even if “not applicable” is the answer;
- 6.6.4** includes the original (hard copy) completed, dated, and signed RFP forms C, D, and F. In addition, the response must include the hard-copy signed signature page only from RFP Forms A and P and, if applicable, all signed addenda that have been issued in relation to this RFP;
- 6.6.5** contains an electronic (CD, flash drive, or other suitable) copy of the entire response; and

6.7 Level-Two Responsiveness (including whether the response is within the RFP’s scope) is determined while evaluating the remaining items listed under Proposal Evaluation Criteria below. These items are not arranged in order of importance. Each item draws from multiple questions, and a Proposer’s responses may affect scoring in multiple evaluation criteria. For example, the answers to Industry-Specific Questions may help determine scoring relative to a Proposer’s marketplace success, ability to sell and service nationwide, and financial strength. Any questions not answered without an explanation will likely result in a loss of points and may lead to a nonaward if the proposal evaluation committee cannot effectively review your response.

C. PROPOSAL EVALUATION CRITERIA

6.8 Forms A and P include a series of questions that address the following categories:

- 6.8.1** Company Information and Financial Strength
- 6.8.2** Industry Requirements and Marketplace Success
- 6.8.3** Ability to Sell and Deliver Service Nationwide
- 6.8.4** Marketing Plan
- 6.8.5** Other Cooperative Procurement Contracts
- 6.8.6** Value-Added Attributes
- 6.8.7** Payment Terms and Financing Options
- 6.8.8** Warranty
- 6.8.9** Equipment/Products/Services
- 6.8.10** Pricing and Delivery
- 6.8.11** Industry-Specific Questions

6.9 [This section is intentionally blank.]

D. OTHER CONSIDERATIONS

6.10 In evaluating RFP responses, NJPA has no obligation to consider information that is not provided in the Proposer's response. NJPA may, however, consider additional information outside the Proposer's response. This research may include such sources as the Proposer's website, industry publications, listed references, and user interviews.

6.11 NJPA may organize RFP responses into separate classes or subcategories, depending on the range of responses. For example, NJPA might receive numerous submissions for "Widgets and Related Products and Services." NJPA may organize these responses into subcategories, such as manufacturers of fully operational Widgets, manufacturers of component parts for Widgets, and providers of parts and service for Widgets. NJPA reserves the right to award Proposers in some or all of such subcategories without regard to the evaluation score given to Proposers in another subcategory. This specifically allows NJPA to award Vendors that might not have, for instance, the breadth of products of Proposers in another subcategory, but that nonetheless meet a substantial and articulated need of NJPA Members.

6.12 [This section is intentionally blank.]

6.13 NJPA reserves the right to request and test equipment/products and related services and to seek clarification from Proposers. Before the Contract award, the Proposer must furnish the requested information within three (3) days (or within another agreed-to time frame) or provide an explanation for the delay along with a requested time frame for providing the requested information. Proposers must make reasonable efforts to supply test products promptly. All Proposer products remain the property of the Proposer, and NJPA will return such products after the evaluation process. NJPA may make provisional contract awards, subject to a Proposer's proper response to a request for information or products.

6.14 A Proposer's past performance under previously awarded contracts to schools, governmental agencies, and not-for-profit entities is relevant in evaluating a Proposer's current response. Past performance includes the Proposer's record of conforming to published specifications and to standards of good workmanship, as well as the Proposer's history for reasonable and cooperative behavior and for commitment to Member

satisfaction. Incumbency as an awarded Vendor does not, by itself, merit positive consideration for a future Contract award.

6.15 NJPA reserves the right to reject any or all proposals.

E. COST COMPARISON

6.16 NJPA may use a variety of evaluation methods, including cost comparisons of specific products. NJPA reserves the right to use this process when the proposal evaluation committee determines that this will help to make a final determination.

6.17 This direct cost comparison process will award points for being low to high Proposer for each cost evaluation item selected. A “Market Basket” of identical (or substantially similar) equipment/products and related services may be selected by the proposal evaluation committee, and the unit cost will be used as a basis for determining the point value. NJPA will select the “Market Basket” from all appropriate product categories as determined by NJPA.

F. MARKETING PLAN

6.18 A Proposer’s marketing plan is a critical component of the RFP response. An awarded Vendor’s sales force will likely be the primary source of communication with NJPA Members and will directly affect the contract’s success. Marketing success depends on communicating the contract’s value, knowing the contract thoroughly, and communicating the proper use of contracted products and services to the end user. Much of the success and sales reward is a direct result of the commitment to the contract by the awarded Vendor’s sales teams. NJPA reserves the right to deem a Proposer Level-Two nonresponsive or not to award a contract based on an unacceptable or incomplete marketing plan.

6.19 NJPA marketing expectations include the following components.

6.19.1 An awarded Vendor must demonstrate the ability to deploy a national sales force or dealer network. The best RFP responses demonstrate the ability to sell, deliver, and service products through acceptable distribution channels to NJPA members in all 50 states. Proposers’ responses should fully demonstrate their sales and service capabilities, should outline their national sales force network (both numerically geographically), and should describe their method of distribution of the offered products and related services. Service may be independent of the product sales pricing, but NJPA encourages related services to be a part of Proposers’ response. Despite its preference for awarding contracts to Vendors that demonstrate nationwide sales and service, NJPA reserves the right to award contracts that meet specific Member needs locally or regionally.

6.19.2 Proposers are invited to demonstrate their ability to successfully market, promote, and communicate the benefits of an NJPA contract to current and potential Members nationwide. NJPA desires a marketing plan that communicates the value of the contract to as many Members as possible.

6.19.3 Proposers are expected to be receptive to NJPA trainings. Awarded Vendors must provide an appropriate training venue for both management and the sales force. NJPA commits to providing training on all aspects of communicating the value of the awarded contract, including the authority of NJPA to offer the contract to its Members, the value and utility the contract delivers to NJPA Members, the scope of NJPA Membership, the authority of Members to use NJPA procurement contracts, the preferred marketing and sales methods, and the successful use of specific business sector strategies.

6.19.4 Awarded Vendors are expected to demonstrate a commitment to fully embrace the NJPA contract. Proposers should identify both the appropriate levels of sales management and sales force that will need to understand the value of the NJPA contract, as well as the internal procedures

needed to deliver the appropriate messaging to NJPA Members. NJPA will provide a general schedule and a variety of methods describing when and how those individuals should be trained.

6.19.5 Proposers should outline their proposed involvement in promoting an NJPA contract through applicable industry trade show exhibits and related customer meetings. Proposers are encouraged to consider participation with NJPA at NJPA-endorsed national trade shows.

6.19.6 Proposers must exhibit the willingness and ability to actively market and develop contract-specific marketing materials including the following items.

6.19.6.1 Complete Marketing Plan. Proposers must submit a marketing plan outlining how they will launch the NJPA contract to current and potential NJPA Members. NJPA requires awarded Vendors to embrace and actively promote the contract in cooperation with the NJPA.

6.19.6.2 Printed Marketing Materials. Awarded Vendors will produce and maintain full color print advertisements in camera-ready electronic format, including company logos and contact information to be used in the NJPA directory and other approved marketing publications.

6.19.6.3 Contract announcements and advertisements. Proposers should outline in the marketing plan their anticipated contract announcements, advertisements in industry periodicals, and other direct or indirect marketing activities promoting the awarded NJPA contract.

6.19.6.4 Proposer's Website. Proposers should identify how an awarded Contract will be displayed and linked on the Proposer's website. An online shopping experience for NJPA Members is desired whenever possible.

6.19.7 An NJPA Vendor contract launch will be scheduled during a reasonable time frame after the award and held at the NJPA office in Staples, MN unless the Vendor and NJPA agree to a different location.

6.20 Proposer shall identify their commitment to develop a sales/communication process to facilitate NJPA membership and establish status of current and potential agencies/members. Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA.

G. CERTIFICATE OF INSURANCE

6.21 Proposers must provide evidence of liability insurance coverage identified below in the form of a Certificate of Insurance (COI) or an ACORD binder form with their proposal. Upon an award issued under this RFP and before the execution of any commerce relating to such award, the awarded Vendor must provide verification, in the form of a Certificate of Insurance, identifying the coverage required below and identifying NJPA as a "Certificate Holder." The Vendor must maintain such insurance coverage at its own expense throughout the term of any contract resulting from this solicitation.

6.22 Any exceptions or assumptions to the insurance requirements must be identified on Form C of this RFP. Exceptions and assumptions will be considered as part of the evaluation process. Any exceptions or assumptions that Proposers submit must be specific. If a Proposer does not include specific exceptions or assumptions when submitting the proposal, NJPA will typically not consider any additional exceptions or assumptions during the evaluation process. Upon contract award, the awarded Vendor must provide the Certificate of Insurance identifying the coverage as specified.

6.23 Insurance Liability Limits. The awarded Vendor must maintain, for the duration of its contract, \$1.5 million in general liability insurance coverage or general liability insurance in conjunction with an umbrella

for a total combined coverage of \$1.5 million. Work on the Contract will not begin until after the awarded Vendor has submitted acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or an acceptable alternative method of insurance will be deemed a breach of contract.

6.23.1 Minimum Scope and Limits of Insurance. An awarded Vendor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

6.23.1.1 Commercial General Liability—Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability and XCU coverage.

6.23.1.2 Each Occurrence \$1,500,000

6.24 Insurance Requirements: The limits listed in this RFP are minimum requirements for this Contract and in no way limit any indemnity covenants contained in this Contract. NJPA does not warrant that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this Contract by the Vendor, its agents, representatives, employees, or subcontractors, and the Vendor is free to purchase additional insurance as may be determined necessary.

6.25 Acceptability of Insurers: Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Minnesota and with an “A.M. Best” rating of not less than A- VII. NJPA does not warrant that the above required minimum insurer rating is sufficient to protect the Vendor from potential insurer solvency.

6.26 Subcontractors: Vendors’ certificate(s) must include all subcontractors as additional insureds under its policies, or the Vendor must furnish to NJPA separate certificates for each subcontractor. All coverage for subcontractors are be subject to the minimum requirements identified above.

H. ORDER PROCESS AND/OR FUNDS FLOW

6.27 NJPA Members typically issue a purchase order directly to a Vendor under a Contract resulting from this RFP. Alternatively, a separate contract may be created to facilitate acquiring products or services offered in response to this RFP. Nothing in this Contract restricts the Member and Vendor from agreeing to add terms or conditions to a purchase order or a separate contract provided that such terms or conditions must not be less favorable to NJPA’s Members.

6.28 [This section is intentionally blank.]

I. ADMINISTRATIVE FEES

6.29 Vendors will pay to NJPA an administrative fee in exchange for NJPA facilitating this Contract with its current and potential Members. NJPA may grant a conditional contract award to a Proposer if the proposed administrative fee is unclear, inadequate, or unduly burdensome for NJPA to administer. Sales under this Contract should not be processed until the parties resolve the administrative fee issue.

6.29.1 The administrative fee is typically calculated as a percentage of the dollar volume of all products and services by NJPA Members under this Contract, including anything represented to NJPA Members as falling under this Contract.

6.29.2 The administrative fee is included in, and not added to, the pricing included in Proposer’s response to the RFP. Awarded Vendors must not charge NJPA Members more that permitted in the then current price list in order to offset the administrative fee.

6.29.3 The administrative fee is designed to cover the costs of NJPA’s involvement in contract management, facilitating marketing efforts, Vendor training, and any order processing tasks relating to the Contract. Administrative fees may also be used for other purposes as allowed by Minnesota law.

6.29.4 The typical administrative fee under this Contract is two percent (2%). While NJPA does not dictate the particular fee percentage, we require that the Proposer articulate a specific fee in its response. For example, merely stating that “we agree to pay an administrative fee” is considered nonresponsive. NPJA acknowledges that the administrative fee percentage may differ between vendors, industries, and responses.

6.29.5 NJPA awarded Vendors are responsible for paying the administrative fee at least quarterly and for generating all related reporting. Vendors agree to cooperate with NJPA in auditing these reports to ensure that the administrative fee is paid on all items purchased under the Contract.

6.30 through 6.32 [This section is intentionally blank.]

J. VALUE-ADDED ATTRIBUTES

6.33 Desirability of Value-Added Attributes: Value-added attributes in an RFP response will be given positive consideration in NJPA’s evaluation process. Such attributes may increase the benefit of a product or service by improving functionality, performance, maintenance, manufacturing, delivery, energy efficiency, ordering, or other items while remaining within the scope of this RFP.

6.34 Women and Minority Business Enterprise (WMBE), Small Business, and Other Favored Businesses: Some NJPA Members give formal preference to certain types of vendors or contractors. Proposers should document WMBE (or other) status for both their organization and for any affiliates (e.g., supplier networks) involved in fulfilling the terms of this RFP. The ability of a Proposer to provide preferred business entity “credits” to NJPA and NJPA Members under a Contract will be evaluated positively by NJPA and reflected in the “value added” area of the evaluation.

6.35 Environmentally Preferred Purchasing Opportunities: Many NJPA Members consider the environmental impact of the products and services they purchase. “Green” characteristics demonstrated by Proposers will be evaluated positively by NJPA and reflected in the “value added” area of the evaluation. Please identify any green characteristics of any offering in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as green and by which certifying agency.

6.36 Online Requisitioning Systems: When applicable, online requisitioning systems will be viewed as a value-added characteristic. Proposers should demonstrate how their system makes online ordering easier for NJPA Members, including how Members could integrate their current e-Procurement or enterprise resource planning (ERP) systems into the Proposer’s ordering process.

6.37 Financing: The ability of the Proposer to provide financing solutions to Members for the products and services being proposed will be viewed as a value-added attribute.

6.38 Technology: Technological advances that appreciably improve the proposed products or services will be considered value-added attributes.

K. WAIVER OF FORMALITIES

6.39 NJPA reserves the right to waive minor formalities (or to accept minor irregularities) in any proposal, when it determines that considering the proposal may be in the best interest of its Members.

7 POST-AWARD OPERATING ISSUES

A. SUBSEQUENT AGREEMENTS

7.1 Purchase Order. Purchase orders for products and services may be executed between NJPA Members and the awarded Vendor (or Vendor's sub-contractors) under this Contract. NJPA Members and Vendors must indicate on the face of such purchase orders that "This purchase order is issued under NJPA contract #XXXXXX" (insert the relevant contract number). Purchase order flow and procedure will be developed jointly between NJPA and an awarded Vendor after an award is made.

7.2 Governing Law. Purchase orders must be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the Member. (See also Section 8.5 of this RFP.) All provisions required by law to be included in the purchase order should be read and enforced as if they were included. If through mistake or otherwise any such provision is not included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to purchase order will be a court of competent jurisdiction with respect to the Member.

7.3 Additional Terms and Conditions. Additional terms and conditions to a purchase order may be proposed by NJPA, NJPA Members, or Vendors. Acceptance of these additional terms and conditions is optional to all parties to the purchase order. One purpose of these additional terms and conditions is to address job- or industry-specific requirements of law such as prevailing wage legislation. Additional terms and conditions may also include specific local policy requirements and standard business practices of the issuing Member or the Vendor. Such additional terms and conditions are not considered valid to the extent that they interfere with the general purpose, intent, or currently established terms and conditions contain in this RFP document. For example, a Vendor and Member may agree to add a "net 30" payment requirement to the purchase order instead of applying a "net 10" requirement. But the added terms and conditions must not be less favorable to the Member unless NJPA, the Member, and the Vendor agree to a Contract amendment or similar modification.

7.4 Specialized Service Requirements. In the event that the NJPA Member desires service requirements or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in the Contract resulting from this RFP, the NJPA Member and the Vendor may enter into a separate, standalone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by the Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the NJPA Member and Vendor. NJPA, its agents, and employees shall not be made a party to any claim for breach of such agreement. Product sourcing is not considered a service. NJPA Members will need to conduct procurements for any specialized services not identified as a part of or within the scope of the awarded Contract.

7.5 Performance Bond. At the request of the Member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of purchase orders for products and services. If a purchase order is cancelled for lack of a required performance bond by the member agency, NJPA recommends that the current pending purchase order be canceled. Each Member has the final decision on purchase order continuation. Any performance bonding required by the Member, the Member's state laws, or by local policy is to be mutually agreed upon and secured between the Vendor and the Member.

7.6 Asset Management Contracts: Asset Management-type Contracts can be initiated under a Contract resulting from this RFP at any time during the term of this Contract. Such a contract could involve, for example, picking up, storing, repairing, inventorying, salvaging, and delivery products falling within the scope of this Contract. The intention in using Asset Management Contracts is to promote the long-term efficiency of NJPA's contracts by (among other things) extending the use and re-use of products. Asset Management Contracts cannot be created under this Contract unless they are executed within the authorized

term of a Contract resulting from this RFP. The actual term of the Asset Management Contract may, however, extend beyond the expiration date of this Contract.

B. NJPA MEMBER SIGN-UP PROCEDURE

7.6 Awarded Vendors are responsible for familiarizing their sales and service forces with the various forms of NJPA membership documentation and will encourage and assist potential Members in establishing membership with NJPA. NJPA membership is available at no cost, obligation, or liability to the Member or the Vendor.

C. REPORTING OF SALES ACTIVITY

7.7 Awarded Vendors must report at least quarterly the total gross dollar volume of all products and services purchased by NJPA Members as it applies to this RFP and Contract. This report must include the name and address of the purchasing agency, Member number, amount of purchase, and a description of the items purchased.

7.7.1 Zero sales reports: Awarded Vendors must provide a quarterly Contract sales report regardless of the amount of sales.

D. AUDITS

7.8 NJPA relies substantially on the reasonable auditing efforts of both Members and awarded Vendors to ensure that Members are obtaining the products, services, pricing, and other benefits under all NJPA contracts. Nonetheless, the Vendor must retain and make available to NJPA all order and invoicing documentation related to purchases that Members make from the Vendor under the awarded Contract. NJPA must not request such information more than once per calendar year, and NJPA must make such requests in writing with at least fourteen (14) days' notice. NJPA may employ an independent auditor at its own expense or conduct an audit on its own. In either event, the Vendor agrees to cooperate fully with NJPA or its agents in order to ensure compliance with this Contract.

E. HUB PARTNER

7.9 Hub Partner: NJPA Members may request special services through a "Hub Partner" for the purpose of complying with a law, regulation, or rule that an NJPA Member deems to apply in its jurisdiction. Hub Partners may bring value to the proposed transactions through consultancy, through qualifying for disadvantaged business entity credits, or through other means.

7.10 Hub Partner Fees: NJPA Members are responsible for any transaction fees, costs, or expenses that arise under this Contract for special service provided by the Hub Partner. The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction documentation. To the extent that the Vendor stands in the chain of title during a transaction resulting from this RFP, the documentation must clearly indicate that the transaction is "Executed for the Benefit of [NJPA Member name]."

F. TRADE-INS

7.11 The value in US Dollars for Trade-ins will be negotiated between NJPA or an NJPA Member, and an Awarded Vendor. That identified "Trade-In" value shall be viewed as a down payment and credited in full against the NJPA purchase price identified in a purchase order issued pursuant to any Awarded NJPA procurement contract. The full value of the trade-in will be consideration.

G. OUT OF STOCK NOTIFICATION

7.12 The Vendor must immediately notify NJPA Members when they order an out-of-stock item. The Vendor must also tell the Member when the item will be available and whether there are equivalent

substitutes. The Member must have the option of accepting the suggested substitute or canceling the item from the order. Under no circumstance may the Vendor make unauthorized substitutions. Unfilled or substituted items must be indicated on the packing list.

H. CONTRACT TERMINATION FOR CAUSE AND WITHOUT CAUSE

7.13 NJPA reserves the right to cancel all or any part of this Contract if the Vendor fails to fulfill any material obligation, term, or condition as described in the following procedure. Before any such termination for cause, the NJPA will provide written notice to the Vendor, an opportunity to respond, and a reasonable opportunity to cure the breach. The following are some examples of material breaches.

- 7.13.1** The Vendor provides products or services that do not meet reasonable quality standards and that are not remedied under the warranty;
- 7.13.2** The Vendor fails to ship the products or to provide the services within a reasonable amount of time;
- 7.13.3** NJPA reasonably believes that the Vendor will not or cannot perform to the requirements or expectations of the Contract, NJPA issues a request for assurance, and the Vendor fails to respond;
- 7.13.4** The Vendor fails to fulfill any of the material terms and conditions of the Contract;
- 7.13.5** The Vendor fails to follow the established procedure for purchase orders, invoices, or receipt of funds as established by NJPA and the Vendor;
- 7.13.6** The Vendor fails to properly report quarterly sales;
- 7.13.7** The Vendor fails to actively market this Contract within the guidelines provided in this RFP and defined in the NJPA contract launch.

7.14 Upon receipt of the written notice of breach, the Vendor will have ten (10) business days to provide a satisfactory response to NJPA. If the Vendor fails to reasonably address all issues in the written notice, NJPA may terminate the Contract immediately. If NJPA allows the Vendor more time to remedy the breach, such forbearance does not limit NJPA's authority to immediately terminate the Contract for continued breaches for which notice was given to the Vendor. Termination of the Contract for cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

8.2 [This section is intentionally blank.]

7.16 NJPA may terminate the Contract if the Vendor files for bankruptcy protection or is acquired by an independent third party. The Vendor must disclose to NJPA any litigation, bankruptcy, or suspensions/disbarments that occur during the Contract period. Failure to disclose such information authorizes NJPA to immediately terminate the Contract.

7.17 NJPA may terminate the Contract without cause by giving the Vendor sixty (60) days' written notice of termination. Termination of the Contract without cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

7.18 NJPA may immediately terminate any Contract without further obligation if any NJPA employee significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of NJPA has colluded with any Proposer for personal gain. NJPA may also immediately cancel a Contract if it finds that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any employee of NJPA. Such terminations are effective

upon written notice from NJPA or at a later date designated in the notice. Termination of the Contract does not relieve either party of the financial, product, or service obligations incurred before the termination.

8 GENERAL TERMS AND CONDITIONS

8. ADVERTISING A CONTRACT RESULTING FROM THIS RFP

8.1 Proposer/Vendor must not advertise or publish information concerning this Contract before the award is announced by NJPA. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential NJPA Members.

B. APPLICABLE LAW

8.2 [This section is intentionally blank.]

8.3 NJPA Compliance with Minnesota Procurement Law: NJPA has designed its procurement process to comply with best practices in the State of Minnesota. NJPA's solicitation methods are also created to comply with many of the various requirements that our Members must satisfy in their own procurement processes. But these requirements may differ considerably and may change from time to time. So each NJPA Member must make its own determination whether NJPA's solicitation process satisfies the procurement rules in the Member's jurisdiction.

8.4 Governing law with respect to delivery and acceptance: All applicable portions of the Minnesota Uniform Commercial Code, all other applicable Minnesota laws, and the applicable laws and rules of delivery and inspection of the Federal Acquisition Regulations (FAR) laws will govern NJPA contracts resulting from this solicitation.

8.5 Jurisdiction: Any claims that arise against NJPA pertaining to this RFP, and any resulting contract that develops between NJPA and any other party, must be brought only in courts in Todd County in the State of Minnesota unless otherwise agreed to.

8.5.1 Purchase orders or other agreements created pursuant to a contract resulting from this solicitation must be construed in accordance with, and governed by, the laws of the issuing Member. Any claim arising from such a purchase order or agreement must be filed and venued in a court of competent jurisdiction of the Member unless otherwise agreed to.

8.6 through 8.7 [This section is intentionally blank.]

8.8 Indemnification: Each party is responsible for its own acts and is not responsible for the acts of the other party and the results thereof. NJPA's liability is governed by the Minnesota Tort Claims Act (Minn. Stat. §3.736) and other applicable law.

8.9 Prevailing wage: The Vendor must comply with applicable prevailing wage legislation in effect in the jurisdiction of the NJPA Member. The Vendor must monitor the prevailing wage rates as established by the appropriate federal governmental entity during the term of this Contract and adjust wage rates accordingly.

8.10 Patent and copyright infringement: The Vendor agrees to indemnify and hold harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against the Vendor, NJPA, or NJPA Members by any person on account of the use or sale of any articles by NJPA or NJPA Members if the Vendor supplied such articles in violation of applicable patent or copyright laws.

C. ASSIGNMENT OF CONTRACT

8.11 No right or interest in this Contract may be assigned or transferred by the Vendor without prior written permission by the NJPA. No delegation of any duty of the Vendor under this Contract may be made without prior written permission of the NJPA. NJPA will notify Members by posting approved assignments on the NJPA website (www.njpacoop.org).

8.12 If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor-in-interest must perform all obligations under this Contract. NJPA reserves the right to reject the acquiring entity as a Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

D. LIST OF PROPOSERS

8.13 NJPA will not maintain a list of interested proposers, nor will it automatically send RFPs to them. All interested proposers must request the RFP as a result of NJPA's national solicitation advertisements. Because of the wide scope of the potential Members and qualified national suppliers, NJPA has determined this to be the best method of fairly soliciting proposals.

E. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

8.14 The captions, illustrations, headings, and subheadings in this RFP are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

F. DATA PRACTICES

8.15 All materials submitted in response to this RFP become NJPA's property and become public records (under Minn. Stat. §13.591) after the evaluation process is completed. If the Proposer submits information in response to this RFP that it requests to be classified as nonpublic information (as defined by the Minnesota Government Data Practices Act, Minn. Stat. §13.37), the Proposer must meet the following requirements.

8.15.1 The Proposer must make the request within thirty (30) days of the award/nonaward notification, and include the appropriate statutory justification. Pricing, marketing plans, and financial information is generally not redactable. The NJPA Legal Department will review the request to determine whether the information can be withheld or redacted. If NJPA determines that it must disclose the information upon a proper request for such information, NJPA will inform the Proposer of such determination.

8.15.2 The Proposer must defend any action seeking release of the materials that it believes to be nonpublic information, and it must indemnify and hold harmless NJPA, its agents, and employees, from any judgments or damages awarded against NJPA in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the term of any contract awarded under this RFP. In submitting a response to this RFP, the Proposer agrees that this indemnification survives as long as NJPA possesses the confidential information.

8.16 [This section is intentionally blank.]

G. ENTIRE AGREEMENT

8.17 This Contract, as defined herein, constitutes the entire agreement between the parties to this Contract. A Contract resulting from this RFP is formed when the NJPA Board of Directors approves and signs the applicable Contract Award & Acceptance document (Form E).

H. FORCE MAJEURE

8.18 Except for payments of sums due, neither party is liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented due to force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure is deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and is deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure does not include late deliveries of products and services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party must (if possible) notify the other party of such delay within forty-eight (48) hours.

8.19 through 8.20 [These sections are intentionally blank.]

K. LICENSES

8.21 The Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with NJPA and NJPA Members.

8.22 All responding Proposers must be licensed (where required) and must have the authority to sell and distribute the offered products and services to NJPA and NJPA Members. Documentation of the required licenses and authorities, if applicable, should be included in the Proposer's response to this RFP.

L. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

8.23 The awarded Vendor must supply the names and addresses of sourcing suppliers and sub-contractors as a part of the purchase order when requested by NJPA or an NJPA Member.

M. NON-WAIVER OF RIGHTS

8.24 No failure of either party to exercise any power given to it hereunder, nor a failure to insist upon strict compliance by the other party with its obligations hereunder, nor a custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this RFP constitutes a waiver of either party's right to demand exact compliance with the terms hereof. Failure by NJPA to take action or to assert any right hereunder does not constitute a waiver of such right.

N. PROTESTS OF AWARDS MADE

8.25 And protests must be filed with NJPA's Executive Director and must be resolved in accordance with appropriate Minnesota rules. Protests will only be accepted from Proposers. A protest of an award or nonaward must be filed in writing with NJPA within ten (10) calendar days after the public notice or announcement of the award or nonaward. A protest must include the following items.

8.25.1 The name, address, and telephone number of the protester;

8.25.2 The original signature of the protester or its representative (you must document the authority of the representative);

8.25.3 Identification of the solicitation by RFP number;

8.25.4 Identification of the statute or procedure that is alleged to have been violated;

8.25.5 A precise statement of the relevant facts;

8.25.6 Identification of the issues to be resolved;

8.25.7 The aggrieved party's argument and supporting documentation;

8.25.8 The aggrieved party's statement of potential financial damages; and

8.25.9 A protest bond in the name of NJPA and in the amount of 10% of the aggrieved party's statement of potential financial damages.

O. SUSPENSION OR DISBARMENT STATUS

8.26 If within the past five (5) years, any firm, business, person or Proposer responding to an NJPA solicitation has been lawfully terminated, suspended, or precluded from participating in any public procurement activity with a federal, state, or local government or education agency, the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose pertinent information may result in the termination of a Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

P. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION

8.27 An Affirmative Action Plan, Certificate of Affirmative Action, or other documentation regarding Affirmative Action may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

8.28 Immigration Status Certification may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

Q. SEVERABILITY

8.29 In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, or statutory provision, or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms will be deemed stricken from the Contract, but such invalidity or unenforceability shall not invalidate any of the other terms of an awarded Contract resulting from this RFP.

R. RELATIONSHIP OF PARTIES

8.30 No Contract resulting from this RFP may be considered a contract of employment. The relationship between NJPA and an awarded Vendor is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties neither intend the proposed Contract to create, nor is to be construed as creating, a partnership, joint venture, master-servant, principal-agent, or any other, relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation, or otherwise in any manner whatsoever except as may be expressly provided herein.

9 **FORMS**

[THE REST OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK.]



PROPOSER QUESTIONNAIRE- General Business Information
*(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on **Form P**)*

Proposer Name: _____ Questionnaire completed by: _____

Please identify the person NJPA should correspond with from now through the Award process:

Name: _____ E-Mail address: _____

Please answer the questions below using the Microsoft Word® version of this document. This allows NJPA evaluators to cut and paste your answers into a separate worksheet. Place your answer directly below each question. NJPA prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark “NA” if the question does not apply to you (preferably with an explanation). Please create a response that is easy to read and understand. For example, you may consider using a different font and color to distinguish your answer from the questions.

Company Information & Financial Strength

- 1) Provide the full legal name, mailing and email addresses, tax identification number, and telephone number for your business.
- 2) Provide a brief history of your company, including your company’s core values, business philosophy, and longevity in the **FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS** industry.
- 3) Provide a detailed description of the products and services that you are offering in your proposal.
- 4) What are your company’s expectations in the event of an award?
- 5) Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters.
- 6) What is your US market share for the solutions that you are proposing? What is your Canadian market share, if any?
- 7) Has your business ever petitioned for bankruptcy protection? Please explain in detail.
- 8) How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.
 - a) If your company is best described as a distributor/dealer/reseller (or similar entity), please provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?
 - b) If your company is best described as a manufacturer or service provider, please describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?
- 9) If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.
- 10) Provide all “Suspension or Disbarment” information that has applied to your organization during the past ten years.
- 11) Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.

Industry Recognition & Marketplace Success

- 12) Describe any relevant industry awards or recognition that your company has received in the past five years.
- 13) Supply three references/testimonials from your customers who are eligible for NJPA membership. At a minimum, please include the entity's name, contact person, and phone number.
- 14) Provide a list of your top five governmental or educational customers (entity name is optional), including entity type, the state the entity is located in, scope of the projects, size of transactions, and dollar volumes from the past three years.
- 15) Indicate separately what percentages of your sales are to the government and education sectors in the past three years?
- 16) List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?
- 17) List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?

Proposer's Ability to Sell and Deliver Service Nationwide

- 18) Describe your company's capability to meet NJPA Member's needs across the country. Your response should address at least the following areas.
 - a) Sales force.
 - b) Dealer network or other distribution methods.
 - c) Service force.

Please include details, such as the locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employers (or employees of a third party), and any overlap between the sales and service functions.
- 19) Describe in detail the process and procedure of your customer service program, if applicable. Please include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.
- 20)
 - a) Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.
 - b) Identify any NJPA Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Please explain your answer. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?
- 21) Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.

Marketing Plan

- 22) If you are awarded a contract, how will you train your sales management, dealer network, and direct sales teams (whichever apply) to ensure maximum impact? Please include how you will communicate your NJPA pricing and other contract detail to your sales force nationally.
- 23) Describe your marketing strategy for promoting this contract opportunity. Please include representative samples of your marketing materials in electronic format.
- 24) Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.
- 25) In your view, what is NJPA's role in promoting contracts arising out of this RFP? How will you integrate an NJPA-awarded contract into your sales process?

26) Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.

Value-Added Attributes

27) Describe any product, equipment, maintenance, or operator training programs that you offer to NJPA Members. Please include details, such as whether training is standard or optional, who provides training, and any costs that apply.

28) Describe any technological advances that your proposed products or services offer.

29) Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.

30) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations that your company or hub partners have obtained.

31) What unique attributes does your company, your products, or your services offer to NJPA Members? What makes your proposed solutions unique in your industry as it applies to NJPA members?

32) Identify your ability and willingness to provide your products and services to NJPA member agencies in Canada.

NOTE: Questions regarding Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, and Industry Specific Items are addressed on Form P.

Signature: _____ Date: _____



PROPOSER INFORMATION

Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Toll-Free Number: _____ E-mail: _____

Website Address: _____

COMPANY PERSONNEL CONTACTS

Authorized signer for your organization

Name: _____

Email: _____ Phone: _____

The person identified here must have proper signing authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer.

Who prepared your RFP response?

Name: _____ Title: _____

Email: _____ Phone: _____

Who is your company’s primary contact person for this proposal?

Name: _____ Title: _____

Email: _____ Phone: _____

Other important contact information

Name: _____ Title: _____

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____

Contract Award
RFP #022217

FORM D



Formal Offering of Proposal
(To be completed only by the Proposer)

FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS

In compliance with the Request for Proposal (RFP) for FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: _____ Date: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____

Authorized Signature: _____
(Name printed or typed)



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA #022217 _____

Proposer's full legal name

Your proposal is hereby accepted, and a Contract is awarded. As an awarded Proposer, you are now bound to provide the defined products and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your response, and any exceptions accepted by NJPA.

The effective start date of the Contract will be _____, 20____ and continue until- _____ (no later than the later of four years from the expiration date of the currently awarded contract or four years from the NJPA Board's contract award date). This contract may be extended for a fifth year at NJPA's discretion.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____
NJPA Executive Director (Name printed or typed)

Awarded this _____ day of _____, 20____ NJPA Contract Number #022217

NJPA Authorized signature: _____
NJPA Board Member (Name printed or typed)

Executed this _____ day of _____, 20____ NJPA Contract Number #022217

The Proposer hereby accepts this Contract award, including all accepted exceptions and NJPA clarifications.

Vendor Name _____

Vendor Authorized signature: _____
(Name printed or typed)

Title: _____

Executed this _____ day of _____, 20____ NJPA Contract Number #022217

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

E-mail Address: _____

Authorized Signature: _____

Authorized Name (printed): _____

Title: _____

Date: _____

Notarized

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public in and for the County of _____ State of _____

My commission expires: _____

Signature: _____



OVERALL EVALUATION AND CRITERIA

For the Proposed Subject FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS

Conformance to RFP Terms and Conditions	50	
Financial Viability and Marketplace Success	75	
Ability to Sell and Deliver Service Nationwide	100	
Marketing Plan	50	
Value-Added Attributes	75	
Warranty	50	
Depth and Breadth of Offered Products and Related Services	200	
Pricing	400	
TOTAL POINTS	1000	

Reviewed by: _____ Its _____
 _____ Its _____

Form P



PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: _____

Questionnaire completed by: _____

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?
- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?.
- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.
- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
 - Do your warranties cover all products, parts, and labor?
 - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
 - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
 - Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?
 - Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
 - What are your proposed exchange and return programs and policies?
- 6) Describe any service contract options for the items included in your proposal.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.
- 10) The pricing offered in this proposal is
- _____ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- _____ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- _____ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- _____ d. other than what the Proposer typically offers (please describe).
- 11) Describe any quantity or volume discounts or rebate programs that you offer.
- 12) Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.
- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.
- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.
- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.
- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.
- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.
- 18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor’s sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member’s cost of goods. (See RFP Section 6.29 and following for details.)

Industry-Specific Questions

- 19) Of the following sub-categories please identify those that you provide solutions in:
- fleet management information systems (bundled providers, including telematics/fuel/motorpool sharing)
 - telematics
 - fuel management
 - fleet sharing
- If there are subcategories that are not identified in this list, please provide the subcategory title(s) that best describes what you are offering in your response.
- 20) Rank the previous subcategories (1 through 4, etc.) based on how strongly you are positioned within each.
- 21) Describe your experience, abilities, and methods for integrating your offering with NJPA members’ existing technologies.
- 22) Describe your technology support and its practical availability for our members.
- 23) How configurable are your solutions to be adapted for the unique needs of our members?

- 24) Describe your security measures and privacy practices to ensure that customers' data is secure.
- 25) Describe your security practices while data is in transit and while stored in a host facility.
- 26) Do your solutions allow for different levels of privileges and permissions with different users?

Signature: _____ Date: _____



10 PRE-SUBMISSION CHECKLIST

Check when Completed	Contents of Your Bid Proposal	Hard Copy Required Signed and Dated	Electronic Copy Required - CD or Flash Drive
	Form A: Proposer Questionnaire with all questions answered completely	X - signature page only	X
	Form B: Proposer Information		X
	Form C: Exceptions to Proposal, Terms, Conditions, and Solutions Request	X	X
	Form D: Formal Offering of Proposal	X	X
	Form E. Contract Acceptance and Award		X
	Form F: Proposers Assurance of Compliance	X	X
	Form P: Proposer Questionnaire with all questions answered completely	X-signature page only	X
	Certificate of Insurance with \$1.5 million coverage	X	X
	Copy of all RFP Addendums issued by NJPA	X	X
	Pricing for all Products/Equipment/Services within the RFP being proposed		X
	Entire Proposal submittal including signed documents and forms.		X
	All forms in the Hard Copy Required Signed and Dated should be inserted in the front of the submitted response, unbound.		
	Package containing your proposal labeled and sealed with the following language: "Competitive Proposal Enclosed, Hold for Public Opening XX-XX-XXXX"		
	Response Package mailed and delivered prior to deadline to: NJPA, 202 12th St NE, Staples, MN 56479		

11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 1. Instructions for Vendor

Requests for product or service changes, additions, or deletions will be considered at any time throughout the awarded contract term. All requests must be made in writing by completing sections 2, 3, and 4 of this NJPA Price and Product Change Request Form and signed by an authorized Vendor representative in section 5. All changes are subject to review by the NJPA Contracts & Compliance Manager and to approval by NJPA's Chief Procurement Officer. Submit request through email to your assigned NJPA Contract Administrator.

NJPA will determine whether the request is 1) within the scope of the original RFP, and 2) in the best interests of NJPA and NJPA Members. Approved Price and Product Change Request Forms will be signed and emailed to the Vendor contact.

The Vendor must complete this change request form and individually list or attach all items or services subject to change, must provide sufficiently detailed explanation and documentation for the change, and must include a complete restatement of pricing documentation in an appropriate format (preferably Microsoft® Excel®). The pricing document must identify all products and services being offered and must conform to the following NJPA product/price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "Acme Widget Company #012416-AWC eff. 01-01-2017."

NOTE: New pricing restatements must include all products and services offered regardless of whether their prices have changed and must include a new "effective date" on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each Vendor and creates a historical record of pricing.

ADDITIONS. New products and related services may be added to a contract if such additions are within the scope of the original RFP.

DELETIONS. New products and related services may be deleted from a contract if, for example, they are no longer available or have been modified to a point where they are outside the scope of the RFP.

PRICE CHANGES: Vendors may request price changes if they provide sufficient rationale for the change. For example, a Vendor that manufactures products that require substantial petroleum-related material might request a 3% price increase because of a 20% increase in petroleum costs.

Price decreases: NJPA expects Vendors to propose their very best prices and anticipates that price reductions might occur because of improved technologies or marketplace efficiencies.

Price increases: Acceptable price increases typically result from specific Vendor cost increases. The Vendor must include reasonable justification for the price increase and must not, for example, offer merely generalized statements about an increase in a cost-of-living index. Appropriate documentation should be attached to this form, including such items as letters from suppliers announcing price increases.

Refer to the RFP for complete "Pricing" details.

Section 2. Vendor Name and Type of Change Request

CHECK ALL CHANGES THAT APPLY:

AWARDED VENDOR NAME:

NJPA CONTRACT NUMBER:

- Adding Products/Services vices
- Deleting Products/Services
- Price Increase
- Price Decrease

Section 3. Detailed Explanation of Need for Changes

List the products and/or services that are changing or being added or deleted from the previous contract price list, along with the percentage change for each item or category. (Attach a separate, detailed document if changing more than 10 items.)

Provide a general statement and documentation explaining the reasons for these price and/or product changes.

EXAMPLES: 1) "All pricing for paper products and services are increased 5% because of increased raw material and transportation costs (see attached documentation of fuel and raw materials increase)." 2) "The 6400 series floor polisher is being added to the product list as a new model, replacing the 5400 series. The 6400 series 3% increase reflects technological changes that improve the polisher's efficiency and useful life. The 5400 series is now included in the "Hot List" at a 20% discount from the previous pricing until the remaining inventory is liquidated."

If adding products, state how these are within the scope of the original RFP.

If changing prices or adding products or services, state how the pricing is consistent with existing NJPA contract pricing.



Appendix A

NJPA The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential Member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal governmental, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution.

For your reference, the links below include some, but not all, of the entities included in this proposal.

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

<http://nces.ed.gov/globallocator/>

<https://harvester.census.gov/imls/search/index.asp>

<http://nccsweb.urban.org/PubApps/search.php>

<http://www.usa.gov/Government/Tribal-Sites/index.shtml>

<http://www.usa.gov/Agencies/State-and-Territories.shtml>

<http://www.nreca.coop/about-electric-cooperatives/member-directory/>

[Oregon](#)

[Hawaii](#)

[Washington](#)