

# **PROFESSIONAL SERVICES AGREEMENT**

## **CONSOLIDATED CASE MANAGEMENT SYSTEM**

**BETWEEN**



**COOK COUNTY GOVERNMENT**

**COOK COUNTY STATE'S ATTORNEY OFFICE**

**AND**

**AEON NEXUS CORPORATION**

**CONTRACT NO. 1930-17655**

**PURCHASE ORDER NO. 70000229076**

# PROFESSIONAL SERVICES AGREEMENT

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## **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 Aeon Nexus Corporation, doing business as a corporation of the State of New York hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Board of Commissioners on June 16, 2022, as evidenced by Board Authorization letter attached hereto as EXHIBIT "6".

## **BACKGROUND**

*The County of Cook issued a Request for Proposals "RFP" for Consolidated Case Management System. Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Consultant was selected based on the proposal submitted and evaluated by the County representatives.*

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

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

## **TERMS AND CONDITIONS**

### **ARTICLE 1) INCORPORATION OF BACKGROUND**

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

### **ARTICLE 2) DEFINITIONS**

#### **a) Definitions**

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

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

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

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

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

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

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

**b) Interpretation**

- i) The term **"include"** (in all its forms) means "include, without limitation" unless the context clearly states otherwise.
- ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.
- iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any tables of contents or marginal notes appended to it are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.
- v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.
- vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

**c) Incorporation of Exhibits**

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

|            |  |
|------------|--|
| Exhibit 1  | Statement of Work  |
| Exhibit 2  | System Support Services Agreement                              |
| Exhibit 3  | Schedule of Compensation                                       |
| Exhibit 4  | Minority and Women Owned Business Enterprise Commitment        |
| Exhibit 5  | Evidence of Insurance  |
| Exhibit 6  | Board Authorization  |
| Exhibit 7  | Certification for Consulting or Auditing Services              |
| Exhibit 8  | Cook County Information Technology Special Conditions          |
| Exhibit 9  | Cook County Travel and Business Expenses Policy and Procedures |
| Exhibit 10 | System Requirements Matrix                                     |
| Exhibit 11 | Identification of Subcontractor/Supplier/Subconsultant Form    |
| Exhibit 12 | Economic Disclosure Statement and Execution Document Index     |

**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 4. 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 except paragraph (d) Excess Liability or as 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 |
|------------------|-------------|

**Professional/Errors and Omissions Liability**

When any professional services are provided, Contractor shall secure Professional/Errors & Omissions Liability insurance covering claims arising out of the performance or nonperformance of professional 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 Contractor.

(d) **Privacy/Network Security Liability**

Contractor shall secure coverage for claims and losses 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/ 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. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

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 authorized by the Department of Insurance, State of Illinois or eligible to transact insurance in Illinois, and shall have a financial rating no lower than (A-) VII. 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.

**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.

#### **I) Professional Social Services**

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

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

## **ARTICLE 4) TERM OF PERFORMANCE**

### **a) Term of Performance**

This Agreement takes effect when approved by the Cook County Board and its term shall begin on **July 1, 2022 ("Effective Date")** and continue until **June 30, 2027** or until this Agreement is terminated in accordance with its terms, whichever occurs first.

### **b) Timeliness of Performance**

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

### **c) Agreement Extension Option**

The Chief Procurement Officer may at any time before this Agreement expires elect to renew this Agreement for five (5) additional one-year periods under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Consultant. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

## **ARTICLE 5) COMPENSATION**

### **a) Basis of Payment**

The County will pay Consultant according to the Schedule of Compensation in the attached Exhibit 3 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 3, Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 3 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.
- iv) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Consultant.

**j) Governmental Joint Purchasing Agreement**

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

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

**k) Comparable Government Procurement**

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

**l) Force Majeure**

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

**m) Federal Clauses**

The following provisions apply to all Contracts which are funded in whole or in part with federal funds.

i) Equal Opportunity

- a. During the performance of this contract, the contractor agrees as follows:
  - (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  - (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
  - (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
  - (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records,

and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

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

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

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

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of

the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

ii) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)

- a. When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act ((40 U.S.C. 3141-3148) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").
- b. Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

iii) Copeland "Anti-Kickback" Act (40 U.S.C. 3145)

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

iv) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by recipients in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not

less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- v) Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended

Contracts and subgrants of amounts in excess of \$15000,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- vi) Debarment and Suspension (E.O.s 12549 and 12689)

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

- vii) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

- viii) Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to

Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

## **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 State's Attorney's Office  
69 W. Washington Street, Suite 3200  
Chicago, IL 60602  
Attn: Director of Operations & Purchasing

and

Cook County Chief Procurement Officer  
69 West Washington Street, Suite 3000  
Chicago, Illinois 60602  
(Include County Contract Number on all notices)

If to Consultant:      Aeon Nexus Corporation  
138 State Street  
Albany, NY 12207  
Attn: Meghan A. Barkley, COO

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

## **ARTICLE 12) AUTHORITY**

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

EXHIBIT 1

Statement of Work



**COOK COUNTY GOVERNMENT**  
**Office of the Chief Procurement Officer**

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**Consolidated Case Management System**

No. 1930-17655

**STATEMENT OF WORK**

Version 4.0 (03/10/2022)



**Aeon Nexus Corporation**

138 State Street, Albany NY 12207

518.708.8971

**Meghan Barkley**

[meghanbarkley@aeonnexus.com](mailto:meghanbarkley@aeonnexus.com)

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NYS Certified Minority Business Enterprise

U.S. SBA Small Disadvantaged Business

Federal Tax Id: 54-1983534

Duns Id: 109396627

GSA Schedule: Gs-35f-0238



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## 1. Introduction

This SOW is governed by and subject to the provisions of the Contract between the Cook County ("the County") and Vendor. The SOW sets forth the scope and definition of the Services to be provided by Vendor to provide a Consolidated Case Management System ("CCMS") for the County to provide a single, comprehensive system of record for juvenile case activity generated by the Juvenile Protective Services and Delinquency Bureau ("JJB") and adult prosecution activity generated by the Adult Criminal Prosecutions Bureau ("Adult Criminal"), Special Prosecutions Bureau, and Narcotics Bureau (all three collectively referred to as "Adult Criminal Bureaus" or "ACB").

The implementation will proceed in a partially-phased approach, with JJB beginning first and ACB commencing once the JJB phase moves to testing.

The project scope includes Vendor providing a CCMS Solution as that term is defined and described in this SOW.

Where there are sections that describe joint efforts by the parties, the County agrees to provide such efforts, to the reasonable extent possible, necessary for Vendor to perform the Services. Notwithstanding the previous sentence, Vendor shall be ultimately responsible for providing a CCMS Solution that fully meets the County's Specifications and Project Completion Criteria described in Section 2.

### 1.1. General Technical Requirements

The following are mandatory technical requirements that the CCMS must meet and shall become part of the Project Completion Criteria described in Section 2:

- The CCMS Solution must conform with current CJIS security policies.
- The CCMS Solution must be capable of interfacing with external systems using CJIS defined encryption standards.
- The CCMS Solution must allow configuration of enforced workflows to control the execution of a sequence of tasks as defined by COUNTY business process.
- The CCMS Solution must be searchable for data and documents associated with a case or party and provide to recipients to meet public disclosure requests.

#### 1.1.1. General System Requirements

General system requirements for the CCMS include the following:

| GENERAL SYSTEM REQUIREMENTS |  |
|-----------------------------|--|
| SR1                         | System database can operate on MS SQL 2012 or later  |
| SR2                         | System application is based on MS.net or development environment that can interface with MS. |
| SR3                         | System user-facing interface is web-based  |
| SR4                         | System user-facing interface is browser-agnostic   |
| SR5                         | System is client workstation operating system agnostic                                       |
| SR6                         | System can work on MS Windows 8.1 or later   |
| SR7                         | System can work on Mac OS Yosemite or later  |

Cook County, IL – Consolidated Case Management System

|      |  |
|------|--|
| SR8  | System database can operate in clustered environment   |
| SR9  | System application can operate in distributed/load balanced environment  |
| SR10 | System database can operate in virtualized environment   |
| SR11 | System application can operate in virtualized environment  |
|      | System can support at least 250 concurrent users   |
|      | System can provide less than 3 second response times for most transactions   |
| SR12 | System has well-documented API   |
| SR13 | System can send messages to MS Exchange Azure  |
| SR14 | System can receive messages from MS Exchange Azure   |
| SR15 | System can interface with MS AD Azure for account creation   |
| SR16 | System can interface with MS AD Azure for basic system access  |
| SR17 | System has granular, role-based internal security structure that can be associated with user accounts                      |
| SR18 | System can restrict individual case access on a per-user basis   |
| SR19 | System can restrict access on at case-type level   |
| SR20 | System provides audit capabilities across all transactions, including administrative/account modification activity         |
| SR21 | System provides audit capabilities across all transactions recording exact information changed during a transaction        |
| SR22 | System provides end user-friendly error messaging  |
| SR23 | System will alert IT personnel via email, text or other method regarding any major system issues                           |
| SR24 | System incorporates workflow functionality that can be modified by authorized users  |
| SR25 | System can send messages to users at the user, role and system level   |
| SR26 | System can send messages to users at the user, role and system level on the basis of workflow conditional settings         |
| SR27 | System has ability to seal records based on user input   |
| SR28 | System has ability to expunge records based on user input  |
| SR29 | System allows for user-created fields in user interface on the basis of user authorization level                           |
| SR30 | System allows for end user to create case-level links to files external to the system                                      |
| SR31 | System provides functionality to store end user contact information  |
| SR32 | System allows end users to modify contact information  |
| SR33 | System allows provides functionality to classify system data according to current NIEM standards                           |
| SR34 | System allows for staging data for incorporation into system from external data providers                                  |
| SR35 | System allows for staging data for presentation to external data providers   |
| SR36 | System provides field-level validation for required fields during data modification  |
| SR37 | System provides field-level validation for data-formatting on designated fields during data modification                   |
| SR38 | System user interface complies with current accessibility requirements and guidelines -- i.e. W3C WAI standards and others |

Cook County, IL – Consolidated Case Management System

|      |   |
|------|---|
| SR39 | System allows user to file all court-related documents with multiple external filing service providers including, but not limited to, Office of the Chief Judge of Cook County's C5 system and the Clerk of the Circuit Court of Cook County's Odyssey Efile System |
| SR40 | System allows for receipt of notifications of successful filing from external filing systems  |
| SR41 | System allows for incorporation of successful filing notifications into the case  |
| SR42 | System provides functionality for sending documents in addition to data to external systems   |
| SR43 | System provide functionality for receiving documents in addition to data from external systems.   |
| SR44 | System provides functionality to interface with reporting application platforms such as Crystal Reports, Microsoft Reporting Services, and Power BI   |
| SR45 | System can generate documents via internal functionality  |
| SR46 | System can generate documents that display via Microsoft Office applications installed local to client machines   |
| SR47 | System can generate documents that display on client machine as editable documents  |
| SR48 | System provides ability to save any changes made to edited documents by end user  |
| SR49 | System allows user to re-open any non-final document for further editing  |
| SR50 | System allows for user to save any final documents directly to case   |
| SR51 | System stores all system-generated documents in storage external to application and database  |
| SR52 | System provides functionality allowing for document generation on based on system-internal templates  |
| SR53 | System provides functionality allowing development of document templates  |
| SR54 | System provides functionality allowing development of document templates using MS Office Applications   |
| SR55 | System provides component functionality where components can pull system data into documents for generation automation  |
| SR56 | System provides functionality to allow authorized end-users to develop components as needed   |
| SR57 | System provides functionality to allow grouping of templates that can be generated together   |
| SR58 | System provides system-wide search functionality  |
| SR59 | System provides functionality for end user to assemble custom search based on available database fields   |
| SR60 | System limits search-return results on the basis of user authorization level  |
| SR61 | System returns search results in less than 5 seconds regardless of search complexity  |
| SR62 | System provides security to limit access to administrative functions based on role - user creation, role modification, code table modification, etc...  |
| SR63 | System allows for addition, modification and deactivation of lookup table values  |
| SR64 | System allows for addition, modification and deactivation of transactional table values   |
| SR65 | System allows for retrieval of audit logs   |
| SR66 | System allows for retrieval of audit logs on the basis of user role   |

## Cook County, IL – Consolidated Case Management System

|      |   |
|------|---|
| SR67 | System allows for creation of multiple case-types   |
| SR68 | System allows for automated case-initiation via data from external data provider  |
| SR69 | System allows user to preview and select data on a field level when data is pulled from external data provider during automated case creation |
| SR70 | System allows for case-duplication  |
| SR71 | System allows for person-level linking across system for related cases  |
| SR72 | System allows for automated person look up across system for incorporation into case during intake  |
| SR73 | System allows for case categorization via selection by user from pre-established lookup list  |
| SR74 | System allows for the selection of certain flags at the case level - media sensitive, employee participant relationship, etc...               |
| SR75 | System allows for end user notification internal to the system based on flag or category type selected immediately following case initiation  |
| SR76 | System allows for end user notification via email based on flag or category type selected immediately following case initiation               |
| SR77 | System allows for saving case development progress during initiation  |

### 1.1.2. Vendor Technical and Support Requirements

Vendor Technical and Support requirements for the CCMS include the following:

| VENDOR TECHNICAL AND SUPPORT REQUIREMENTS |   |
|---|---|
| VR1                                       | Vendor has MS SQL development expertise on staff  |
| VR2                                       | Vendor has Microsoft .net or relevant application development expertise on staff  |
| VR3                                       | Vendor will provide in-depth system training on site at SAO   |
| VR4                                       | Vendor will provide report development training on site at SAO  |
| VR5                                       | Vendor will provide detailed training materials for end-users   |
| VR6                                       | Vendor will provide detailed training materials for administrative users  |
| VR7                                       | Vendor will provide detailed training materials for SAO IT personnel  |
| VR8                                       | Vendor has client experience in the Juvenile Justice prosecutorial case management area with clients that have similar scope with regard to data management and case volume |
| VR9                                       | Vendor provides 24/7/365 support ability  |
| VR10                                      | Vendor provides hotline telephone support for a minimum of 12 hours per day   |
| VR11                                      | Vendor supports maximum 2-hour SLA for hotline response to client   |

### 1.1.3. Business Requirements

Business requirements for the CCMS include the following:

### BUSINESS REQUIREMENTS

**Cook County, IL – Consolidated Case Management System**

|      |   |
|------|---|
| BR1  | System provides the ability to track all participants via multiple identifiers including system-internal case number, external case numbers provided by multiple systems, instance/event number, Department of Children and Family Services [DCFS] case number, law enforcement numbers including document control number and central booking number, and case numbers from other SAO case management systems |
| BR2  | System provides event management functionality to allow entry, review and modification of all case events   |
| BR3  | System provides functionality to accept event-related data feeds from external systems including the Clerk of the Circuit Court of Cook County's case management systems  |
| BR4  | System provides functionality to incorporate event-related data from external systems into case data  |
| BR5  | System provides functionality to allow end-user to view all related case information between multiple cases   |
| BR6  | System provides functionality to all end-user to view all related case information for a given participant  |
| BR7  | System provides functionality to link multiple participants on the basis of relationship  |
| BR8  | System provides functionality that allows end user to classify relationships between participants via labels such as mother, sister, foster care provider, etc...   |
| BR9  | System provides functionality to record end user notes at the case level  |
| BR10 | System provides functionality to record end user notes at the participant level   |
| BR11 | System provides functionality to record end user notes at the incident level  |
| BR12 | System provides functionality to record participant diversion program information   |
| BR13 | System provides functionality to organize data view across system on the basis of participant selected  |
| BR14 | System provides functionality to organize data view across system on the basis of event selected  |
| BR15 | System provides functionality to record court event outcome information   |
| BR16 | System provides functionality to record all participant contacts depending on end-user role   |
| BR17 | System provides functionality for the development of investigatory tasks  |
| BR18 | System provides functionality to assign investigatory tasks to end users depending on role  |
| BR19 | System provides functionality to notify end users regarding assignments and case activity via 'ticklers'  |
| BR20 | System provides functionality for end users to send appointment information to MS Exchange/Outlook for incorporation into end user calendars  |
| BR21 | System provides functionality to validate Zip Code against City and State for any end user-created addresses  |
| BR22 | System provides functionality to geocode all addresses  |
| BR23 | System provides functionality for the creation of case-related cost entries across multiple categories  |

**1.1.4. Document Templates and Forms Requirements**

Document templates and forms requirements for the CCMS include the following:

| DOCUMENT TEMPLATES AND FORMS |  |
|------------------------------|--|
| BR24                         | CCMS requires multiple Affidavits of service or functionality to develop                       |
| BR25                         | CCMS requires multiple Motion Forms or functionality to develop                                |
| BR26                         | CCMS requires multiple Notices or functionality to develop                                     |
| BR27                         | CCMS requires multiple Summons Forms or functionality to develop                               |
| BR28                         | CCMS requires multiple Petitions or functionality to develop                                   |
| BR29                         | CCMS requires Certification of Records or functionality to develop                             |
| BR30                         | CCMS requires multiple Form Letters or functionality to develop                                |
| BR31                         | CCMS requires multiple Subpoenas or functionality to develop                                   |
| BR32                         | System provides functionality to enable end user to email all documents produced by the system |
| BR33                         | System provides functionality to send all documents produced by the system to external systems |

### 1.1.5. Reporting Requirements

Reporting requirements for the CCMS include the following:

| REPORTING REQUIREMENTS |   |
|------------------------|---|
| BR34                   | System provides functionality to provide aggregate data reports across multiple categories          |
| BR35                   | System provides functionality to allow end user to develop Ad-Hoc reports on the basis of user role |
| BR36                   | System allows for internal storage of report templates  |
| BR37                   | System allows for re-use of stored report templates   |
| BR38                   | System provides functionality to report on itemized case cost elements on a case-by-case basis      |
| BR39                   | System provides functionality to report on total costs for a given case                             |
| BR40                   | System provides functionality to report on total costs across multiple cases                        |

### 1.2. CCMS Report Requirements

CCMS supports robust reporting and querying capabilities through Microsoft SSRS, an Advanced Find query facility, dashboards, and Microsoft Power BI. Canned, ad-hoc, automatic, manual, static and dynamic reporting capabilities are offered through CCMS. Any field data captured within the system is fully searchable and reportable. Using the CCMS, virtually any report can be created, sorted, and filtered, allowing County users the ability to create and share a variety of reports. These reports can be used to analyze active and past cases, provide high level aggregated analytics, trend analysis, or meet specific regulatory reporting requirements. Reports can be configured and run within the CCMS, and results exported to Microsoft Excel, CSV, image, extensible markup language (XML) or PDF. These reports include the ability to provide crime, tactical, strategic, forecasting and administrative analysis. Reports will be defined during the Discovery phases.

- CCMS enables permissioned users with the ability to collect, collate, analyze, and disseminate timely, accurate, and useful information that describes patterns, trends, problems, and potential suspects.
- CCMS can integrate with reporting tools, including ESRI maps and Microsoft Power BI to provide an analytical toolset to users
- Both standard and ad-hoc queries can be used to generate system views and reports, which can be shared and/or published to other users
- CCMS allows reports to be created in a variety of ways:
  - Microsoft SSRS is a robust set of reporting tools that can be used to create ad hoc queries and reports
  - Microsoft Power BI provides rich, dynamic, and interactive dashboards that can be shared internally and externally through the portal
  - Advanced Find is a query facility within the CCMS that allows users to execute ad hoc queries against the database and return the applicable columns in a grid format without knowledge of SQL. Related entities may also be included in queries as well as AND / OR clauses. The grid format is exportable to Microsoft Excel, CSV, and PDF for additional analysis, as needed
  - CCMS is a dashboard-based solution
  - The Vendor will also create Word templates for reporting to County users and external parties
- Users can build reports using any fields contained within CCMS
- All reports within CCMS can be filtered, grouped, and sorted by any of the data contained therein
- Role-based security will restrict access to reports (or data contained within reports) as identified by County Generation of anonymized/aggregate data reports
- Both standardized reports, as well as ad-hoc reports can be “pinned” or shared with other users
- Regularly run ad-hoc reports can become “standardized reports” if desired
- Report data can be exported to a variety of analytical tools (e.g., Excel, etc.)

### **1.3. CCMS Interface Requirements**

CCMS has the ability to interface (migrate/exchange data) with a variety of systems, however six (6) agencies have been identified to integrate with their applications for data and process integrity, to support the implementation of the features and functionality defined within this statement of work. These interfaces may be uni-directional (pushing data out of CCMS or pulling data into CCMS) or bi-directional (exchange of data between two systems). The following parameters of data exchanges will be explored during Discovery:

- Specifications of exchange source system
- Mapping the Source to Target system Data fields including blob/clob types being exchanged
- Frequency of exchange such as synchronous or asynchronous and per transaction or end of day processing
- Format of exchange (e.g., API, DB Table, FTP, etc.)
- Data dictionary/database diagrams of source system (XML, NIEM)
- Character data-type requirements, limitations, and translations

- Data normalization/de-duplication
- Guaranteed delivery of the message to Enterprise Service Bus
- Following the business order for the delivery of the messages to Enterprise Service Bus
- Data security considerations to handle CJIS data sets

It will be critically important that Vendor personnel have the necessary access to both the source systems, as well as the data contained therein, to both design and test the integrations.

The following interfaces have been identified as in-scope for CCMS:

#### **1.3.1. CCMS Integrations**

CCMS will interface with the identified systems to provide the features and functionality defined within this statement of work. The County will provide all available detailed documentation.

- Chicago Police Department
- Clerk of the Circuit Court of Cook County
- Illinois Department of Corrections
- Office of Chief Judge
- Public Defender
- Cook County Sheriff

These interfaces are implemented on Cook County's Oracle-based Enterprise Service Bus managed by Bureau Of Technology (BOT). During the discovery, design and implementation time, final list of data sets and their frequencies of exchange are determined. Best practices are followed for modular design of the data sets and implementation done to obtain the process integrity of the respective business functions. When dealing with CJIS data for testing and development, Vendor would follow the required compliances. The County will work with the Vendor and BOT to develop these interfaces to the CCMS.

#### **1.3.2. CCMS Migration Requirements**

CCMS will migrate legacy data from two (2) identified systems to provide the features and functionality defined within this statement of work. It is understood that CCMS will replace the systems listed below.

- Criminal Records Information Management and Exchange System (CRIMES) for juvenile data
- Electronic Litigation Engine (ELITE) for adult data

### **2. Project Completion Criteria**

The Vendor will provide the County with a Deliverable Acceptance Document (DAD) at the conclusion of each project milestone. The County will be required to approve and signoff on each deliverable, indicating acceptance of the work outlined therein. Upon completion of the items contained in this Statement of Work, the Vendor will provide a final project approval closeout document.

### **3. Scope Summary**

The Vendor is fully responsible for the implementation of the overall CCMS Solution as set forth in the Specifications and in this SOW. Specifically, the County expects the Vendor to supply the Services to configure and deploy the software as well as to provide project leadership, best practices, and tools to guide and effectively collaborate with the County staff to design, implement, test, train, deploy, and stabilize a complete and operationally integrated Consolidated Case Management System (CCMS) according to the Specifications.

### 3.1. In Scope

Vendor shall provide the Services necessary for the planning, discovery, design, development, and deployment of the CCMS Solution as set forth in this SOW. The CCMS Solution is, at a minimum, comprised of the following applications and environments:

| Application/Functionality                         | Description  |
|---|--|
| Microsoft Licensure (to be provided by County)    | Licenses necessary for Microsoft Dynamics access by end users  |
| CCMS  | Configuration of Microsoft Dynamics 365 to meet documented functionality   |
| Mobile applications                               | CCMS features and functionality is available in Dynamics natively-supported apps (e.g., Apple iOS, Android, Windows)   |
| Document Generation, Management and Collaboration | The ability to create documents from directly within the CCMS solution using online or locally installed Microsoft Office tools.   |
| Document Storage and Administration               | Storage of documents and other digital assets (electronic files of any type, <15 GB in size) in a secure SharePoint repository, segregated by case. Additional storage of large files, or large groups of files can be accommodated by Microsoft Azure in a variety of formats and availability, based on the preference of the County.  |
| Business Rules Creation/Configuration             | Creation and configuration of CCMS business rules and workflows to meet documented functionality   |
| Alerts and Notifications                          | CCMS will be configured to send out template-based email notifications, based on County-defined triggers and language.   |
| Calendar and Email Integration                    | CCMS will be configured to allow scheduling of events through integration with County users' Outlook calendars.<br><br>County users will also be able to track emails from within Outlook against specific cases in CCMS, using the Dynamics for Outlook App. This feature enables storage of emails and attachments in the Notes and Activities timeline for each case defined within CCMS. |
| Investigations Management                         | CCMS will allow the County to track cases and investigations prior to creating case records. Investigations will allow the County to escalate investigations, while storing the investigation records and relating them to the records.  |
| Aquaforest Searchlight                            | Implementation of Aquaforest Searchlight Optical Character Recognition (OCR) software to provide searchable documents within SharePoint  |

| Environments      | Location      | Data Set and Refresh Rates                        |
|-------------------|---------------|---|
| Development (DEV) | Vendor Tenant | Data set to be determined, refresh rate as needed |

|                   |               |   |
|-------------------|---------------|---|
| County TEST       | County Tenant | Data from Migration/Integration, refresh rate as needed |
| Production (PROD) | County Tenant | Data from Migration/Integration, refresh rate as needed |

- Environments may be deleted by request of the County at any time. In addition, other environments may be added as agreed by the parties as needed.

### 3.2. Out of Scope

The following items are out of scope for this project:

- Elements not outlined within this statement of work
- Items that are deemed “parking lot” (out of scope, possible enhancements) items during Discovery

### 3.3. Assumptions

- The County will purchase the necessary Microsoft licensure from the current authorized Microsoft reseller who holds the Enterprise Agreement. Based upon the requirements outlined in the RFP, it is expected this will include: Microsoft Dynamics 365 Customer Service, Microsoft Dynamics 365 Case Management, Microsoft Dynamics PowerApps Portals, Microsoft PowerApps and additional storage, as necessary
- The County will make its business owners, project team, and County IT available to participate as identified in the Project Plans and communication plans.
- Vendor shall respond to questions, attend all scheduled meetings, make every effort to obtain approvals, and provide information in a timely manner.
- Vendor may complete SOW work offsite and be responsible for their own workspace, including power, printing, network access/security, and internet access
- For Vendor’s offsite work, County will (in compliance with the County policies) provide appropriate access to applicable Infrastructure to enable Vendor’s remote access.
- Vendor shall maintain all Documentation in a central site, accessible by both County and Vendor.
- County will provide access to systems and data as required and in a timely manner
- Migrations of additional data sources which have not been explicitly stated in this scope, will not be included as part of this phase
- County will name an executive sponsor that will make dedicated County resources available to Aeon Nexus for project coordination and cooperation.
- County will be responsible for purchasing the required software subscriptions Microsoft products.
- County will be responsible for purchasing Azure environments and storage.
- County will provide the Aeon Nexus team access to necessary source systems that are in scope of the CCMS project at Project Kick-Off.
- County will purchase and have available for use, the software systems identified at Project Kick-Off.
- County will provide dedicated resources for the project with availability during normal business hours of 8am – 5pm Central Monday through Friday for the successful implementation of CCMS; these resources should be available for migration of data and go-live activities as necessary for the pushes to production as not to interrupt the production activities of County users.
- County will be responsible to produce User Acceptance Testing Scenarios and Test Success Criteria with assistance from Aeon Nexus in the form of guidelines and templates.

- Aeon Nexus will provide access to the Aeon Nexus Support Portal for the submission of help desk tickets and UAT issues that will be made available to the County project team.
- Aeon Nexus personnel will operate both remotely from Aeon Nexus offices and on-site at County facilities as required and agreed upon for safety during the COVID-19 pandemic.

## **4. Project Management**

Vendor shall provide project management services throughout the project. These project management services provide a framework for project planning, communications, reporting, and all procedural and contractual activity. Project management services will also provide technical direction for the project and coordination of Vendor's personnel. The requirements in this Section 4 outline specific management and control services associated with the implementation of the CCMS Solution. Meeting these requirements will help ensure that Vendor conducts proper project planning, execution, and monitoring, and controlling of project activities.

### **4.1. Prepare Project Management Plan**

Vendor shall provide project management services for the complete project lifecycle. COUNTY requires the following project management activities:

- Confirm project goals and objectives; review, validate, and update the existing Project Charter for the CCMS project;
- Define project team roles and responsibilities (including assigned County resources), complete and maintain a resource plan;
- Prepare a detailed, baselined, and resource loaded project plan identifying tasks, resources, dependencies, milestones, and Deliverables (including Deliverable submission and review activities);
- Coordination and management of all Vendor resources and activities related to the project;
- Prepare a governance structure for a clear escalation path, including roles, responsibilities, and processes to raise, track, resolve, and escalate issues;
- Prepare a communications management plan including management of communications and information flow between Vendor and County;
- Prepare on-going status reports and conduct recurring meetings;
- Prepare a baseline risk management plan with mitigation plans; perform on-going risk management activities;
- Prepare an issue resolution process and issue log; perform on-going issue management activities;
- Prepare a quality assurance plan; perform on-going quality assurance activities;
- Establish a change control process; manage on-going change items;
- Provide oversight and management of delivery of the software and related services to fulfill the contractual obligations;
- Hold lessons learned sessions at the end of each phase of the project focusing on identifying project success, project failures, recommendations to improve future performance on the project, and incorporate agreed upon recommendations going forward.

### **4.2. Project Status Reports and Status Meetings**

#### **4.2.1. Weekly**

The VPM shall produce a weekly status report throughout the duration of the project. The VPM will maintain a progressive project dashboard to track metrics, Deliverables, and KPIs for each major stage and/or activity

of the project in a format mutually agreed upon between Vendor and the County. The VPM and the County team shall meet weekly (e.g., teleconference or in-person) for the duration of the project. The VPM shall lead the weekly meeting to discuss, at a minimum, activities performed during the reporting period, activities for the next reporting period, risks and issues, and quality control updates.

#### **4.2.2. Monthly**

Vendor shall be responsible for communicating the deviation of project activities from what was planned versus actuals on a monthly basis. The frequency of the communication may change based on the mutual agreement of the parties.

### **4.3. Staffing**

#### **4.3.1. Vendor Resources**

Vendor shall assign appropriate resources to complete the Deliverables described in this SOW. At a minimum, the following are expected to be provided (titles may be different based on Vendor's practice).

- The full-time dedicated Project Manager is Vendor's primary resource responsible for the day-to-day management of the project, including coordinating all Vendor and subcontractor project resources, and ensuring such resources perform efficiently and produce acceptable work products at all times. The VPM is the primary Vendor point-of-contact for the project.
- The full-time dedicated Functional Lead ensures that the business and functional aspects of the delivered CCMS Solution are aligned with the project's specifications, functional requirements, and operational objectives. The Functional Lead provides criminal case management subject matter expertise to the Vendor project team. The Functional Lead is responsible for ensuring continuous updating, maintenance, and organization of functional requirements and related project Documentation.
- The dedicated Technical Lead ensures that the underlying technology (architecture, hardware, software, Infrastructure, etc.) and integrations of the delivered CCMS Solution are aligned with the project's technical requirements and County enterprise architecture principles. The Technical Lead ensures consistency and use of industry best practices in the realization of the CCMS Solution architecture. The Technical Lead is responsible for ensuring continuous updating, maintenance, and organization of all technical requirements and related project Documentation.
- The Testing Lead confirms that CCMS Solution test cases are comprehensive, and that test execution is rigorous and consistent with the agreed to guiding principles and methods. The Testing Lead shall be responsible to verify all testing of the CCMS Solution and its components is done in the Vendor's environment prior to release to County. The Testing Lead shall ensure traceability is maintained between requirements and testing activities. The Testing Lead prepares summary level reporting of testing activities and defect management trends. The Testing Lead is responsible for ensuring continuous updating, maintenance, and organization of all testing related project Documentation.
- The Data Migration Lead defines the strategy for migrating data from the Legacy System to the CCMS Solution. The Data Migration Lead has expert knowledge of the CCMS Solution core data structure and is able to quickly develop a detailed working knowledge of Legacy System data structures. The Data Migration Lead works closely with the functional, technical, and testing leads to ensure the data migration/conversion approach and schedule remains aligned with the overall project. The Data Migration Lead is responsible for ensuring timely updating, maintenance, and organization of all data migration/conversion related project Documentation.

- The Training Lead assists the County in planning for operational impacts that will result from the implementation of the CCMS Solution. The Training Lead documents the stakeholder landscape. The Training Lead ensures business impacts and training needs for each stakeholder group are identified. The Training Lead designs CCMS Solution training programs optimized for each stakeholder group. The Training Lead is responsible for ensuring continuous updating, maintenance, and organization of all Documentation (including training Documentation).

#### **4.3.2. Vendor Resource Replacement/Removal**

The County shall have the right to reject any of Vendor's employees or subcontractors (i) whose qualifications, in the County's good faith and reasonable judgement, do not meet the standards established by County as necessary for the performance of the Services; or (ii) whom County reasonably identifies as being unacceptable due to poor performance, disrupting the progress on the project, or violation of applicable laws, provided that such rejection does not violate any applicable law or government regulation.

Vendor shall provide written notice to County thirty (30) days prior to replacement of assigned resources from the project, excluding attrition. If a replacement will be identified for the project within 30 days, County will be notified as soon as the information becomes available. County shall have the right to reject replacement resources.

#### **4.3.3. County Resources**

County shall provide the following resources:

- A full-time dedicated project manager responsible for the day-to-day management of the project, including all County project resources, and ensuring such resources perform efficiently, optimally, and produce acceptable work products coordinating at all times. The County Project Manager (CPM) is the primary County point-of-contact for the project.
- Project management support for each workstream including project managers ("PMs"), business analysts ("BAs"), and Operational Analysts ("OAs"). This blend creates a cohesive unit that is dedicated to completing the scope of work required.
  - BAs understand current business practices, can visualize and articulate the end-to-end process, and help craft solutions with the software that meet the business needs. BAs are typically the tactically "day to day" hands-on users of the system.
  - OAs are dedicated County staff allocated to the project and further enhance business engagement in configuration, design, and testing. OAs are typically more strategic users, those who understand how systems are integrated and how different user groups interact.
- Subject matter experts ("SMEs") represent key operational areas and provide County expertise to support each of the workstreams. Operational SMEs possess deep knowledge and understanding of current business practices and policies and understands the "why" behind a given set of processes. Technical SMEs possess deep knowledge and understanding of the technical aspects of the network architecture. Aeon Nexus resources take a consultative approach when meeting with County resources in order to inspire thoughtful discourse and uncover creative approaches to regular tasks, interactions and workstreams.

#### **4.3.4. Vendor Assumptions of County Resources**

- **Stakeholders** – Vendor assumes that County stakeholders will be available to meet during Project Kickoff, and intermittently throughout the implementation period to attend monthly status calls, or to provide input in the case of unexpected delays or other unforeseen circumstances that threaten milestone dates.

- **SMEs** – Vendor assumes that SMEs that have an intimate understanding of the current solution(s) in place at County will be made available during the Project Kickoff and Discovery phases of Vendor's proposed implementation schedule to assist Vendor in developing details functional requirements. It is also expected that County SMEs are available during the UAT milestone of this implementation to execute test scripts and perform UAT prior to Go-Live.
- **County IT** – It is expected that during the Discovery milestone, County will provide access to County IT resources to assist Vendor in establishing the environment(s) and user access for the CCMS Solution. These County resources should have appropriate security permissions to perform such work, and access to decision-makers at County to streamline these tasks.
- **Migration Resources** - It is also expected that County IT resources with appropriate security permissions are available to interact with Vendor resources to plan and execute the migration. These parties will work in tandem to capture, cleanse, and validate data, then execute migration(s) from the existing Legacy Systems currently in place at County to the CCMS Solution. It is expected that multiple iterative migrations will be performed prior to the production cutover migration, and that appropriate County IT resources are available intermittently throughout this engagement to support these iterations.
- **Project Manager** – It is expected that County project manager and other County personnel (as deemed appropriate by County project manager) be made available to attend regular status meetings regarding the progress of this implementation.
- **Training Sessions** - Vendor has an expectation that all relevant County staff will attend the appropriate training session(s) for their role to become familiar with using the CCMS Solution prior to Go-Live.

#### 4.3.5. Estimated County Resource Time Allocation

Vendor anticipates requiring access to and involvement of the following County resources during the various milestones of the implementation as needed:

| Milestone                  | Staffing (Number/Type)                    | Capabilities, Skills, Knowledge  | Estimated Time/Period                          |
|----------------------------|---|--|--|
| Project Kickoff            | 1 or more County executive stakeholder(s) | Knowledge of overall County project goals and strategy                           | As required                                    |
|                            | 1 County project manager                  | Project management experience  | As required                                    |
|                            | 1 or more County system administrators    | Experience administering the County systems involved in this implementation      | As required                                    |
|                            | 1 or more County SMEs                     | Knowledge of existing County systems, processes, reporting, business roles, etc. | As required                                    |
| Configuration              | 1 or more County IT system administrators | Knowledge of existing County Microsoft tenant, access to network systems         | Intermittently throughout Configuration        |
| Discovery (all milestones) | 1 or more County SMEs                     | Knowledge of existing County systems, processes, reporting, business roles, etc. | Intermittently throughout the Discovery period |

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|                              |  |   |  |
|------------------------------|--|---|--|
|                              | 1 or more County system administrators                 | Experience administering the County systems involved in this implementation and UAT preparation activities  | Intermittently throughout the Discovery period   |
|                              | 1 or more COU County NTY IT business analyst resources | Experience providing business process analysis, and knowledge of existing County systems, processes, reporting, business roles, UAT preparation activities, etc.                              | Intermittently throughout the Discovery period   |
| Build (all milestones)       | 1 or more County SMEs                                  | Knowledge of existing County systems, processes, reporting, business roles, etc. to provide clarifications  | Intermittently throughout the Build period       |
| Testing (all milestones)     | 1 or more County SMEs/Quality Assurance Analyst        | Knowledge of existing County system, processes, reporting, business roles, etc. to provide quality assurance  | Intermittently throughout the Testing period     |
| Migration (all milestones)   | 1 or more County system administrators                 | Vendor anticipates the need for intermittent access to County system administrator(s) users with knowledge of existing solutions, preferably with migration experience.                       | Intermittently throughout the Migration period   |
|                              | 1 or more County SMEs                                  | Vendor anticipates the need for access to one or more County SMEs that have the deepest understanding at the County of fields, processes, and most importantly, intent and expected outcomes. | Intermittently throughout the Migration period   |
|                              | 1 County project manager                               | We expect the involvement of the County project manager to track progress and address hurdles as necessary throughout this phase.   | Intermittently throughout the Migration period   |
|                              | 1 County quality assurance resource                    | Experience in performing quality assurance testing for the County   | Intermittently throughout the Migration period   |
| Integration (all milestones) | 1 or more County system administrators                 | Vendor anticipates the need for intermittent access to County system administrator(s) users with knowledge of existing solutions, preferably with migration experience.                       | Intermittently throughout the Integration period |
|                              | 1 or more County SMEs                                  | Vendor anticipates the need for access to one or more County SMEs that have the deepest understanding at the County of  | Intermittently throughout the Integration period |

|                         |  |   |  |
|-------------------------|--|---|--|
|                         |  | fields, processes, and most importantly, intent and expected outcomes.  |  |
|                         | 1 County project manager               | We expect the involvement of the County project manager to track progress and address hurdles as necessary throughout this phase. | Intermittently throughout the Integration period |
|                         | 1 County quality assurance resource    | Experience in performing quality assurance testing for the County   | Intermittently throughout the Integration period |
| User Acceptance Testing | 1 or more County SMEs                  | Knowledge of existing County systems, processes, reporting, business roles, etc.  | As required                                      |
|                         | 1 County project manager               | Project management experience   | As required                                      |
|                         | 1 County quality assurance resource    | Experience in performing quality assurance testing for the County   | As required                                      |
| Training                | County End Users                       | All End Users expected to utilize the new solution  | Intermittently throughout the training period    |
|                         | 1 County project manager               | Project management experience   | As required                                      |
|                         | 1 or more County system administrators | Knowledge of existing County Legacy Systems, migration experience preferred   | Intermittently throughout the training period    |
|                         | 1 or more County SMEs                  | Knowledge of existing County systems, processes, reporting, business roles, etc.  | Intermittently throughout the training period    |
| Go-Live                 | All End Users                          | N/A   | As required                                      |

#### 4.4. Project Management Tools

Vendor shall use County Standard project management tools unless otherwise noted. If not noted, Vendor shall use industry standard project management tools such as Microsoft Project, Microsoft Teams, Microsoft SharePoint, and other standard industry tools for successful execution of the project.

#### 4.5. Project Management Assumptions

- County employees shall not supervise Vendor resources or subcontractors.
- Vendor resources and subcontractors shall not supervise County employees.
- Vendor resources and subcontractors participating in this project and needing VPN access shall complete the County background checks. Vendor resources and subcontractors who will have access to CJIS data will complete background checks, including fingerprinting.
- County shall provide Vendor with access to their equipment, systems, data, and personnel to the extent needed to complete the defined Services. Vendor agrees to fully abide to the County's security, privacy, and confidentiality requirements.
- County shall provide Vendor with network access for remote installation and testing through VPN once background checks are completed. Vendor shall agree and signoff on the County Acceptance Use Policy.

- Normal working hours are 8 am to 5 pm Monday through Friday (Central) and many teams allow flex schedules. Vendor and County shall plan carefully for recurring meetings to accommodate different time zones and flex schedules as necessary. Vendor does understand, occasionally there will need to be meetings after hours.
- When scheduling work, County holidays and the weeks therein are considered to ensure that County staff are available.
- Deliverable Acceptance time frames for initial and final reviews will be determined during the project management activity of this SOW and documented in the mutually agreed upon acceptance plan between Vendor and County.
- County agrees during the project management activity of this SOW to assign a clear approval process for each major project Deliverable.

## 5. Project Deliverables Acceptance Process

### 5.1. Project Deliverable Acceptance

A Deliverable may be submitted for final review when all requirements for that Deliverable have been met and after all County feedback on the draft Deliverables has been addressed. The County shall have no more than ten (10) full business days, or mutually agreed upon time frame between the County and Vendor, to either provide Acceptance of the Deliverable or provide written Deliverable feedback to Vendor, which Vendor shall be required to address completely and comprehensively prior to resubmission. Should the County fail to provide the Acceptance or rejection notice within the allotted days, Vendor shall escalate the request for Acceptance to the next highest County level as defined in the project governance structure.

## 6. Workstream 1 – Juvenile Justice Bureaus (JJB)

Vendor shall configure and implement the CCMS Solution to meet the Specifications and to otherwise meet the Project Completion Criteria.

CCMS will consist of two (2) distinct Workstreams that may result in overlapping deliverables:

- Workstream 1 – Juvenile Justice Bureaus (JJB)
- Workstream 2 – Adult Bureaus (AB)

Each Section below has a responsibility assignment chart which maps out the key Deliverables and who is responsible ("R") for each action item, who is accountable ("A"), and where appropriate, who needs to be consulted ("C") or informed ("I"). More specifically, the following outlines the four roles listed in those tables:

- **Responsible:** People or stakeholders who do the work. They must complete the task or objective or make the decision. Several people can be jointly *Responsible*.
- **Accountable:** Person or stakeholder who is the "owner" of the work. He or she must sign off or approve when the task, objective or decision is complete. This person must make sure that responsibilities are assigned in the matrix for all related activities.
- **Consulted:** People or stakeholders who need to give input before the work can be done and signed-off on. These people are "in the loop" and active participants.
- **Informed:** People or stakeholders who need to be kept "in the picture." They need updates on progress or decisions, but they do not need to be formally consulted, nor do they contribute directly to the task or decision.

### **6.1. Milestone 1 – JJB Kickoff**

Vendor shall develop and deliver a Project Plan and Project Status Reports to cover the period from the Execution of the Contract through Final Acceptance.

#### **Entrance Criteria for Milestone 1 – JJB Kickoff is:**

- Signed Contract or Documented Approval to Commence

#### **Milestone 1 Deliverables are:**

- **Deliverable 1.1 – JJB Kickoff Meeting**

Vendor shall facilitate a web conferencing-based Project Kickoff Meeting with the County project team, which includes subject matter experts from various fields. Vendor shall deliver a copy of the final agenda and meeting minutes within seven (7) Business Days of completion of the Kickoff Meeting.

During the Kickoff Meeting, Vendor and County will define and outline at a minimum, the following:

1. Project timeline
2. Project roles, resources, and responsibilities
3. Project communications
4. Schedule of regular status meetings
5. Key project stakeholders

- **Deliverable 1.2 – “CCMS 101” Demonstration**

Vendor shall facilitate a webinar presentation to introduce Microsoft Dynamics 365 to End Users. The purpose of this presentation is to have End Users understand the CCMS system base configuration on the Microsoft Dynamics 365 system and familiarize End Users with the terms and navigation within the system as well as showing the features and functionality of CCMS. This session will be recorded and provided to End Users to view in the future. This demonstration is intended to be more functional than technical and give the End Users the opportunity to see a sample of a completed system and allow them to begin brainstorming prior to Discovery sessions.

- **Deliverable 1.3 – JJB Project Plan**

Vendor shall develop and deliver a Project Plan that includes all phases of the project. No implementation work can be completed until the Project Plan is approved by the County. The Project Plan must include at least the following:

1. Project team roles and responsibilities for all parties
2. Potential risks associated with implementation and possible mitigation strategies (Risk Register)
3. Project schedule with identified project milestones
4. Deliverable Schedule
5. Change Management Log

- **Deliverable x.x – Weekly Project Status Reports (every week for the duration of the project)**

Vendor shall deliver Project Status Reports on a weekly basis. Project Status Reports must include at least the following:

1. Overall project health
2. Schedule health

3. Budget health
4. Milestones
5. Completed tasks
6. Tasks planned for next week
7. Current risks, issues, roadblocks, and recommendations

**Exit Criteria for the Milestone 1 – JJB Kickoff is:**

- Project timeline created
- Project roles, resources, and responsibilities developed
- Project communications established
- Schedule of regular status meetings established
- Key project stakeholders identified
- Completed presentation, video for sharing delivered
- Approved Project Plan
- Approved Project Status Report template

| <b>Milestone</b> | <b>Deliverable</b>           | <b>Vendor</b> | <b>County</b> | <b>Vendor Responsibilities</b>  | <b>COUNTY Responsibilities</b>  |
|------------------|------------------------------|---------------|---------------|---|---|
| 1 – Kickoff      | 1.1 – Kickoff Meeting        | RA            | CI            | <ul style="list-style-type: none"> <li>-Schedule and hold meeting</li> <li>-Create project timeline</li> <li>-Identify and document resources, roles, and responsibilities</li> <li>-Create project communication documents</li> <li>-Schedule regular meetings</li> <li>-Identify and document key stakeholders</li> </ul> | <ul style="list-style-type: none"> <li>-Participation in meetings</li> <li>-Review and approve documents</li> <li>-Identify resources, roles, and responsibilities</li> <li>-Identify key stakeholders</li> </ul> |
| 1 – Kickoff      | 1.2 -“CCMS 101” Presentation | RA            | CI            | <ul style="list-style-type: none"> <li>-Create, record, and deliver “CCMS 101” presentation</li> </ul>  | <ul style="list-style-type: none"> <li>-Attend and distribute “CCMS 101” meeting/video</li> </ul>   |
| 1 – Kickoff      | 1.3-Project Plan             | R             | ACI           | <ul style="list-style-type: none"> <li>-Create Project Implementation Plan</li> </ul>   | <ul style="list-style-type: none"> <li>-Review and approve Project Implementation Plan</li> </ul>   |

**6.2. Milestone 2 –Configuration**

The Configuration phase includes the delivery of the base configuration of the CCMS solution, assignment of base users and implementation of security roles within the base CCMS solution in the County environment in the Microsoft Government tenant.

**Entrance Criteria for Milestone 2 –Configuration is:**

- County Acceptance of Milestone 1 – Kickoff Deliverables or otherwise approved to proceed to Milestone 2.

**Milestone 2 Deliverables are:**

• **Deliverable 2.1 – Configuration Activities**

Vendor shall configure Vendor’s DEV environment, County’s TEST environment and County’s PROD environment

1. Complete configuration of the base CCMS solution in Microsoft Dynamics in the Vendor’s DEV environment

- 
2. Create and deliver the managed base CCMS solution in Microsoft Dynamics to the County TEST/PROD environments
  3. Confirm base user accounts and base security roles in the TEST/PROD environments
  4. Documentation regarding all County environments and with set up and verification instructions

**Exit Criteria for the Milestone 2 –Configuration is:**

- All Vendor and County TEST/PROD environments are configured, and the Deliverable Acceptance Document (DAD) is Accepted
- Completed Weekly Status Meetings

| Milestone         | Deliverable                    | Vendor | County | Vendor Responsibilities   | County Responsibilities   |
|-------------------|--------------------------------|--------|--------|---|---|
| 2 – Configuration | 2.1 – Configuration Activities | RA     | CI     | <ul style="list-style-type: none"> <li>-Configure Vendor DEV environment</li> <li>-Push managed solution to County TEST/PROD environment</li> <li>- Develop and document configuration parameters and verification for the County to confirm configuration</li> </ul> | <ul style="list-style-type: none"> <li>-Provide and support access to County GCC tenant environments</li> <li>- Verify configuration of the environments and provide approval for the Deliverables</li> </ul> |

**6.3. Milestone 3 – JJB Discovery**

**Entrance Criteria for Milestone 3 – JJB Discovery is:**

- County Acceptance of Milestone 1 – JJB Kickoff Deliverables

Vendor shall determine how the CCMS Solution will be configured to meet the Specifications and support business processes. Vendor will interview County key persons to assist in understanding and document requirements by providing examples of forms, reports, data fields, and providing examples of use case and daily workstreams to include at a minimum the following:

- As-Is Business Process Requirements Workshops (to review As-Is BPFs for requirements gathering w/ vendor)
- To-Be Process Workshops and Configuration Workshops
- To-Be Business Process Flows (including BPFs that demonstrate key interface workflows that require testing)
- Architecture Diagram (To-Be)
- Interface Technical Specification and Design Plan Document(s) (for each interface)

Vendor shall develop and manage all configuration activities against the Accepted Detailed Functional Requirements Document (FRD) and the Technical Design Document (TDD) that identifies exactly how the Services will meet the Specifications.

**Milestone 3 Deliverables are:**

- **Deliverable 3.1 – JJB Discovery and Documentation of the Current Process**

Vendor shall work with the County to document the “as-is” processes, workflows, templates, forms, and reports for Division 1. Additionally, Vendor will clarify and document any additional requirements identified. Once the discovery milestone is completed, Vendor shall develop a FRD and TDD that is agreed upon and formally approved by both Vendor and County.

- **Deliverable 3.2 – JJB Data Migration Workshops**

Vendor will meet with the County designated SMEs to determine and document tables, fields, and associated documents and digital assets that will be migrated to the CCMS from the Legacy System. These groups will create and agree on the following aspects of the migration/configuration, and details regarding these items will be documented.

1. Data Mapping draft Document
2. Interface Mapping draft Document

Integration with solutions external to the CCMS Solution will also be discussed and documented to determine the integration methodology for each separate integration, including:

1. Real-time or batch draft Document
2. Format of data transfer draft Document
3. Incoming data requirements draft Document
4. Outgoing data requirements draft Document

These groups will create and agree on the following aspects of each integration, and details regarding these items will be documented.

- **Deliverable 3.3 – JJB Detailed Functional Requirements Document (FRD) and Technical Design Document (TDD)**

Vendor shall develop and deliver a FRD and TDD. The documents must identify how Vendor will approach system configuration, and must include County activities and Vendor's Services necessary to provide the County with a detailed understanding of how the CCMS Solution will be configured to meet Specifications. The FRD and TDD must identify how configuration options will be determined and documented, as well as the proper sequencing of activities to support configuration related activities. The FRD and TDD will provide the basis for County decision-making regarding configuration and must include at least the following:

1. Approach to determining configuration needs
2. Plan for how configuration activities will be documented. This includes the following:
  - a. Creation/modification of business rules
  - b. Creation/modification of data fields
  - c. Creation /modification of list values
  - d. Creation/modification of notifications
  - e. Creation/modification of other functionality to meet the RTM
3. Plan showing how functional design data and process flow will be documented
4. Templates and examples of communication plans
5. Final version of the user/security role list
6. To-Be Business Process Flows (including BPFs that demonstrate key Interface workflows that require testing)
7. Architecture Diagram (To-Be)
8. Deliverable: Interface Technical Specification and Design Plan Document(s) (for each Interface)

**Exit Criteria for the Milestone 3 – JJB Discovery is:**

- Completed scheduled Discovery sessions
- Completed Data Migration Workshops
- Approved RTM
- Approved FRD
- Approved TDD

| <u>Milestone</u>  | <u>Deliverable</u>  | <u>Vendor</u> | <u>County</u> | <u>Vendor Responsibilities</u>  | <u>County Responsibilities</u>   |
|-------------------|---|---------------|---------------|---|--|
| 3 – JJB Discovery | 3.1 – Discovery and Documentation of Current Processes                                    | R             | ACI           | -Schedule and conduct Discovery sessions with user groups<br>-Document findings during Discovery sessions<br>-Clarify and collect supporting information              | -Attend and participate during scheduled Discovery session<br>-Provide clarification and supporting information when requested |
| 3 – JJB Discovery | 3.2 – Data Migration Workshops  | R             | ACI           | -Schedule and conduct Data Migration Workshop sessions with user groups<br>-Document findings during workshop sessions<br>-Clarify and collect supporting information | -Attend and participate during scheduled workshop sessions<br>-Provide clarification and supporting information when requested |
| 3 – JJB Discovery | 3.3 – Detailed Functional Requirements Document (FRD) and Technical Design Document (TDD) | R             | ACI           | -Create Functional Requirements Document (FRD)<br>-Create Technical Design Document (TDD)   | -Review and approve FRD<br>-Review and approve TDD   |

#### **6.4. Milestone 4 – JJB Build**

Vendor shall complete build activities in accordance with Deliverables for Milestone J3 that meet Project Deliverable Acceptance requirements. Vendor will work with County project team responsible for quality assurance to review and test the features and functionality of JJB requirements.

Entrance Criteria for Milestone 4 – JJB Build is:

- Completed Discovery Milestone 3 – JJB Discovery

**Milestone 4 Deliverables are:**

- **Deliverable 4.1 – JJB Biweekly “Show and Tell” Report**

Vendor shall deliver biweekly demonstration of CCMS Solution progress through a one-hour Teams meeting. This meeting will be recorded and available to project participants.

- **Deliverable 4.2 – JJB Build Activities**

Vendor shall build CCMS Solution components as defined in the FRD and TDD in the Vendor's DEV environment and the County TEST environment.

1. Complete build of the CCMS Solution in the Vendor's DEV environment
2. Promote CCMS Solution to the County TEST environment
3. Confirm user account access in the TEST environment
4. Assign County users to security roles in TEST environment

- **Deliverable 4.3 – JJB Build Master CCMS Solution Test Plan**

Vendor shall build a Master CCMS Solution Test Plan which shall include all testing activities required for the CCMS Solution in each phase of development including but limited to, Migration, Integration and UAT, and set forth all related outputs in the project Deliverables and Documentation.

- **Deliverable 4.4 – JJB Build Complete Report**

Vendor shall deliver a CCMS Solution Build Complete Report. This Deliverable will be used as the Exit Criteria for the Build milestone.

The CCMS Solution Build Complete Report must include, at a minimum, the following:

1. System/Software Version
2. CCMS Solution Interfaces documented
3. Requirements Included in Release (RTM Completion Checklist)
4. Description of known Defects (if any)
5. Priority of known Defects

- **Deliverable 4.5 – JJB Functional Testing**

Vendor shall deliver a report of what features and functionality were tested and the outcome of each test.

**Exit Criteria for the Milestone 4 – JJB Build is:**

- Completed Biweekly “Show and Tell” meetings and recordings
- Build Activities Complete
- Completed Master CCMS Solution Test Plan
- Approved Build Complete Report
- Completed Testing Report

| Milestone     | Deliverable                           | Vendor | County | Vendor Responsibilities  | County Responsibilities   |
|---------------|---------------------------------------|--------|--------|--|---|
| 4 – JJB Build | 4.1 – Biweekly “Show and Tell” Report | RA     | CI     | -Conduct biweekly “show and tell” meetings<br>-Provide recordings to County                                    | -Attend biweekly “show and tell” meetings<br>-Share video of meeting internally for those who cannot attend |
| 4 – JJB Build | 4.2 – Build Activities                | RA     | CI     | -Build system components in the Vendor DEV environment<br>-Migrate managed solution to County TEST environment | -Provide and support access to County GCC tenant environment  |
| 4 – JJB Build | 4.3 – Master Test Plan                | R      | ACI    | Develop complete CCMS Solution Master Test Plan  | Acceptance of the Master Test Plan  |
| 4 – JJB Build | 4.4 – Build Complete Report           | RA     | CI     | -Create Build Complete Report  | -Review and approve Build Complete Report   |
| 4 – JJB Build | 4.5 – JJB Testing Report              | RA     | CI     | -Create and test JJB build items<br>-Deliver Testing Report  | -Provide insight and clarifications through testing process   |

|  |  |  |  |  |                                    |
|--|--|--|--|--|------------------------------------|
|  |  |  |  |  | -Review and approve Testing Report |
|--|--|--|--|--|------------------------------------|

### 6.5. Milestone 5 – JJB Migration

Vendor will work with County project team responsible for current systems to document and map existing data, documents, and other digital assets to the CCMS Solution. Vendor will work with County project team responsible for current systems to create migration scripts to migrate existing data, documents, and other digital assets to the CCMS Solution. Vendor will work with County project team responsible for current systems to execute migration scripts and validate that existing data, documents, and other digital assets are being migrated to the CCMS Solution.

Vendor shall test iterations of data migration to ensure success for go-live.

The process shall be iterative and will likely require rounds to ensure everything is being migrated correctly. The validation of the converted/configured/migrated data includes a number of users from County (namely QA resources and SME resources familiar with the data) that will look at the legacy data set and compare it to the data in the new CCMS Solution to make sure everything has migrated correctly.

Issues such as date format irregularities or field length differences will require the Vendor to wipe the TEST environment of any data and go back to the migration scripts, adjust for the issues, and re-run the migration scripts (again, having the County resources check them for validity). The Vendor will continue with this process until County is satisfied that the data is being migrated correctly. These scripts are then approved and become final and will be used prior to UAT and then again for the final Go-Live push to the PROD environment.

#### Entrance Criteria for Milestone 5 – JJB Migration is:

- County Acceptance of Milestones 4 – Build or otherwise approved to proceed

Milestone 5 – JJB Migration Deliverables are:

- **Deliverable 5.1 – JJB Data Migration Mapping Document**

Using information gathered during Discovery sessions, Vendor shall develop and receive Acceptance of a Draft Data Migration Plan that consists of, at minimum, the following:

1. Draft Data Mapping
2. Data Mapping Quality Assurance Plan

- **Deliverable 5.2 – JJB Draft Data Migration scripts**

Vendor will update and deliver to the County the Draft Data Migration Scripts, including:

1. Draft Data Migration scripts

- **Deliverable 5.3 – JJB Data Migration Test Readiness Report**

Once Deliverable 7.1 is complete, Vendor shall provide a Data Migration test readiness report that includes an evaluation that determines Data Migration test can be completed. The following shall be included in the Data Migration Test Readiness Report:

1. Preparation of Test Data (mirrors expected PROD environment data)
2. Preparation of Support Portal for tickets and resolutions

- **Deliverable 5.4 – JJB Final Data Migration Mapping Document**

Vendor shall update the Draft Data Migration Mapping Document with any information gathered during Testing to deliver a Final Data Migration Mapping Document.

- **Deliverable 5.5 – JJB Final Data Migration Scripts**

Vendor shall update the Draft Data Migration Scripts with any information gathered during Testing to deliver Final Data Migration Scripts

- **Deliverable 5.6 – JJB Data Migration Testing Support**

Vendor will create and test Data Migration in the County TEST environment once scripts have been run, the Vendor and County will proceed with validation and will identify any issues, which Vendor will resolve through the iterative development approach.

Vendor shall track and monitor incoming bug/defect tickets and provide resolution as indicated below:

1. Bug fixes of resolved tickets shall be deployed to the TEST environment on a mutually agreed timeframe.
2. Fixes will be confirmed by ticket originator and validated as resolved before closure.
3. Regular Daily standup status meetings (30 min tops)
  - a. Review of newly logged and resolved tickets
  - b. Describe next tasks
  - c. Regular review of logged/resolved tickets

**Exit Criteria for the Milestone 5 – JJB Migration is:**

- Draft Data Migration Document Approved
- Acceptance of Data Migration Milestone
- Draft Data Migration Scripts Approved
- Data Migration Test Readiness Report Approved

| Milestone        | Deliverable  | Vendor | County | Vendor Responsibilities  | County Responsibilities                              |
|------------------|--|--------|--------|--|--|
| 5 –JJB Migration | 5.1 – Data Migration Mapping Document                | R      | ACI    | -Create Draft Data Migration Mapping Document  | -Review and approve Data Migration Plan              |
| 5 –JJB Migration | 5.2 – Draft Data Migration Scripts                   | R      | ACI    | -Create migration scripts  | -Review and accept Draft Data Migration test scripts |
| 5 –JJB Migration | 5.3 – Data Migration Test Readiness Report           | R      | ACI    | - Create Final Data Migration Test Readiness Report  | -Approve Final Data Migration Test Readiness Report  |
| 5 –JJB Migration | 5.4 - Final Data Migration Mapping Document Approval | R      | ACI    | Create Final Data Migration Mapping Document<br>-Track and monitor bug tickets and provide resolution  | Approve Final Data Migration Mapping Document        |
| 5 –JJB Migration | 5.5 – Final Data Migration test scripts              | R      | ACI    | -Test and validate Data Migration scripts in County TEST environment<br>-Finalize Data Migration/ Plan | -Review and accept final Data Migration test scripts |

#### **6.6. Milestone 8 – JJB Integration (Internal and External)**

Vendor will work with County project team responsible for internal (County) systems and external (third-party) systems to document and map existing data, documents, and other digital assets to the CCMS Solution. Vendor will work with County project team responsible for current systems to create integration scripts to integrate existing data, documents, and other digital assets to the CCMS Solution. Vendor will work with County project team responsible for documented internal systems to execute integration scripts and validate that existing data, documents, and other digital assets are being integrated to the CCMS Solution.

Vendor shall test iterations of data integration to ensure success for go-live.

The process shall be iterative and will likely require rounds to ensure everything is being integrated correctly. The validation of the converted/configured/integrated data includes a number of users from County (namely QA resources and SME resources familiar with the data) that will look at the integrated data set to make sure everything has integrated correctly.

Issues with integrated data will require the Vendor to wipe the TEST environment of any data and go back to the integration scripts, adjust for the issues, and re-run the scripts (again, having the County resources check them for validity). The Vendor will continue with this process until County is satisfied that the data is being integrated correctly. These scripts are then approved and become final and will be used prior to UAT and then again for the final Go-Live push to the PROD environment.

#### **Entrance Criteria for Milestone 8 – JJB Integration is:**

- County Acceptance of Milestones 5 – Migration or otherwise approved to proceed

Milestone 7 – JJB Integration Deliverables are:

- **Deliverable 8.1 – JJB Data Integration Mapping Document (both Internal and External)**

Using information gathered during Discovery sessions, Vendor shall develop and receive Acceptance of a Draft Data Integration Plan that consists of, at minimum, the following:

1. Draft Data Integration Mapping
2. Data Mapping Quality Assurance Plan

- **Deliverable 8.2 – JJB Draft Data Integration scripts (both Internal and External)**

Vendor will update and deliver to the County the Draft Data Integration Scripts, including:

1. Draft Data Integration scripts

- **Deliverable 8.3 – JJB Data Integration Test Readiness Report (both Internal and External)**

Vendor shall provide a Data Integration Test Readiness Report that includes an evaluation that determines Data Integration test can be completed. The following shall be included in the Data Integration Test Readiness Report:

1. Preparation of Test Data (mirrors expected PROD environment data)
2. Preparation of Support Portal for tickets and resolutions

- **Deliverable 8.4 – JJB Final Data Integration Mapping Document (both Internal and External)**

Vendor shall update the Draft Data Integration Mapping Document with any information gathered during Testing to deliver a Final Data Integration Mapping Document.

- **Deliverable 8.5 – JJB Final Data Integration Scripts (both Internal and External)**

Vendor shall update the Draft Data Integration Scripts with any information gathered during Testing to deliver Final Data Integration Scripts

- **Deliverable 8.6 – JJB Data Integration Testing Support (both Internal and External)**

Vendor will create and test Data Integration in the County TEST environment once scripts have been run, the Vendor and County will proceed with validation and will identify any issues, which Vendor will resolve through the iterative development approach.

Vendor shall track and monitor incoming bug/defect tickets and provide resolution as indicated below:

1. Bug fixes of resolved tickets shall be deployed to the TEST environment on a mutually agreed timeframe.
2. Fixes will be confirmed by ticket originator and validated as resolved before closure.
3. Regular Daily standup status meetings (30 min tops)
4. Review of newly logged and resolved tickets
5. Describe next tasks
6. Regular review of logged/resolved tickets

**Exit Criteria for the Milestone 8 – JJB Integration is:**

- Draft Data Integration Document Approved
- Acceptance of Data Integration Milestone
- Draft Data Integration Scripts Approved
- Data Integration Test Readiness Report Approved
- Final Data Integration Document Approved

| <b>Milestone</b>   | <b>Deliverable</b>                                     | <b>Vendor</b> | <b>County</b> | <b>Vendor Responsibilities</b>  | <b>County Responsibilities</b>                         |
|--------------------|--|---------------|---------------|---|--|
| 8 –JJB Integration | 8.1 – Draft Data Integration Mapping Document          | R             | ACI           | -Create Draft Data Integration Mapping Document   | -Review and approve Data Integration Plan              |
| 8 –JJB Integration | 8.2 – Draft Data Integration Scripts                   | R             | ACI           | -Create integration scripts   | -Review and accept Draft Data Integration test scripts |
| 8 –JJB Integration | 8.3 –Data Integration Test Readiness Report            | R             | ACI           | - Create Final Data Integration Test Readiness Report   | -Approve Final Data Integration Test Readiness Report  |
| 8 –JJB Integration | 8.4 - Final Data Integration Mapping Document Approval | R             | ACI           | Create Final Data Integration Mapping Document<br>-Track and monitor bug tickets and provide resolution | Approve Final Data Integration Mapping Document        |

|                     |   |   |     |  |  |
|---------------------|---|---|-----|--|--|
| 8 – JJB Integration | 8.5 – Final Data Integration test scripts | R | ACI | -Test and validate Data Integration scripts in County TEST environment | -Review and accept final Data Integration test scripts |
|---------------------|---|---|-----|--|--|

## 6.7. Milestone 9 – JJB User Acceptance Testing (UAT)

### **Entrance Criteria for Milestone 9 – JJB User Acceptance Testing (UAT) is:**

- County Acceptance of Milestones 5 and 8 (Migration and Integration)
- Acceptance of UAT Test Plan
- UAT TEST environment fully configured

UAT is the final testing performed when functional, system, and regression testing is completed by the Vendor with support from County. Vendor shall provide UAT testing support, which includes the implementation of a UAT test environment, UAT Support for County testing, which includes daily bug and testing updates using severity and response times as set forth in the System Support Services Agreement (Exhibit 2), and UAT Completion Report. Data content and format used in the UAT test environment will be reviewed and agreed by County prior to beginning the UAT activity. Look-up values and other reference data will be pre-populated into the UAT test environment.

Performance monitoring and testing for the CCMS Solution will be monitored through the Power Platform Admin Center console by properly permissioned County Admins and supported by Vendor's resources. In the console, County can monitor active users, API metrics, storage, and usage capacity as well as other standard performance indicators.

Milestone 9 – User Acceptance Testing (UAT) Deliverables are:

- **Deliverable 9.1 – JJB Fully Configured UAT Test Environment**

The UAT Environment will be:

1. An environment that mirrors the expected PROD environment and is separate from other testing environments (system, functional)
2. Visibly distinguishable from production and contain data for testing.
3. Maintained and updated to support an effective UAT. Release schedule/process for defect fixes will be discussed/agreed upon with County and the Vendor.

- **Deliverable 9.2 – JJB Final UAT Test Scripts**

Vendor will provide guidance to support the County development of the Final UAT scripts, including:

1. UAT test scripts
2. UAT test plans

- **Deliverable 9.3 – JJB UAT Test Readiness Report**

Vendor shall provide a UAT readiness report that includes an evaluation that determines UAT can be completed. The following, at a minimum, shall be included in the UAT Readiness Report:

1. Preparation of UAT data (mirrors expected PROD environment data)
2. UAT scripts align with the RTM

- 3. UAT test cases align with all business processes with expected outcomes
- 4. Preparation of Support Portal for tickets and resolutions

- **Deliverable 9.4 – JJB UAT Support for County Testing**

Vendor shall track and monitor incoming bug tickets and provide resolution.

1. Bug fixes of resolved tickets should be deployed to the UAT environment on a mutually agreed timeframe.
2. Fixes will be confirmed by ticket originator and validated as resolved before closure.
3. Regular Daily standup status meetings (30 min tops)
  - a. Review of newly logged and resolved tickets
  - b. Describe next tasks
  - c. Regular review of logged/resolved tickets

- **Deliverable 9.5 – JJB UAT Completion Report**

Vendor shall deliver a UAT Completion Report. The Deliverable must provide a roll out strategy that provides at least the following:

1. Verification the CCMS Solution is appropriately configured and operational
2. Verification of resolution of logged/resolved tickets

**Exit Criteria for the Milestone 9 – JJB User Acceptance Testing (UAT) is:**

- UAT activity completed and approved by County
- Support Portal for the CCMS Solution is active
- All open support tickets are closed for Severity 1 and Severity 2 Issues
- UAT complete report is approved by County

| Milestone   | Deliverable                      | Vendor | County | Vendor Responsibilities   | County Responsibilities  |
|-------------|----------------------------------|--------|--------|---|--|
| 9 – JJB UAT | 9.1 – UAT Environment and Report | RA     | CI     | <ul style="list-style-type: none"> <li>-Create UAT TEST environment with migration and integration data</li> <li>-Create user accounts and provide training for Support Portal</li> </ul>   | <ul style="list-style-type: none"> <li>-Participate in Support Portal training session/review video</li> </ul>   |
| 9 – JJB UAT | 9.2 – Final UAT Scripts          | A      | RCI    | <ul style="list-style-type: none"> <li>-Provide guidance and samples to County staff</li> </ul>   | <ul style="list-style-type: none"> <li>-Create test plan</li> <li>-Create UAT scripts</li> <li>-Create test scenarios</li> <li>-Create test cases</li> </ul>   |
| 9 – JJB UAT | 9.3 – UAT Readiness Report       | RA     | CI     | <ul style="list-style-type: none"> <li>-Create UAT Readiness Report</li> </ul>  | <ul style="list-style-type: none"> <li>-Review and approve UAT Readiness Report</li> </ul>   |
| 9 – JJB UAT | 9.4 – UAT Support                | RA     | CI     | <ul style="list-style-type: none"> <li>-Monitor incoming tickets for escalation</li> <li>-Resolve issues in Vendor DEV and push fixes to County TEST</li> <li>-Communicate with County testers on ticket status</li> <li>-Conduct daily stand-ups for open tickets</li> </ul> | <ul style="list-style-type: none"> <li>-Complete testing scripts following test plan</li> <li>-Document issues/bugs in support portal</li> <li>-Monitor open tickets for resolution</li> <li>-Validate and close open tickets</li> </ul> |

|             |                             |   |     |                               |   |
|-------------|-----------------------------|---|-----|-------------------------------|---|
|             |                             |   |     |                               | -Attend daily stand-ups when required     |
| 9 – JJB UAT | 9.5 – UAT Completion Report | R | ACI | -Create UAT Completion Report | -Review and approve UAT Completion Report |

## 6.8. Milestone 11 – JJB Training

### **Entrance Criteria for Milestone 11 – JJB Training is:**

- Discovery, Build, and Configuration milestones complete
- UAT being executed by County
- Key training leads have been identified for both parties

The training plan will be discussed with County and drafted during the Discovery milestone. Training provided to End Users by Vendor will ensure that every End User is familiar and comfortable with using both Microsoft Dynamics 365 and the CCMS Solution. Additionally, Vendor will provide system administrator and Customization and configuration training to County-designated staff. Vendor shall host and coordinate training session logistics in accordance with the training plan that meets Project Deliverable Acceptance requirements, which may be updated by agreement of the parties.

Microsoft Teams sessions for each topic will be recorded and made available on demand for authorized users to download. Vendor shall develop and deliver a training plan, training materials, and a training report, and provide training services in accordance with training deliverables.

Milestone 11- JJB Training Deliverables are:

- **Deliverable 11.1 – JJB Training Plan**

The training plan must provide guidance and direction on how training will be approached based on County needs along with roles/responsibilities associated with training. The training plan must include at least:

1. Training overview
2. Roles and responsibilities for training
3. Method for evaluating competency
4. Training schedule (including webinar information, set-up needed, any hardware or software requirements)

- **Deliverable 11.2 – JJB Training Materials**

Training materials must be unique to the needs of the training audience. Training materials must provide complete training for County and authorized users, covering at a minimum the following:

1. Online training environment during training sessions
2. Online User Guide – Internal User
3. Online User Guide – Power Users
4. Online User Guide for Administrators
5. Online System Help guides
6. Recorded trainings for intranet postings

- **Deliverable 11.3 – JJB Training Sessions**

Vendor will provide online training sessions that will be recorded following the training plan/materials.

- **Deliverable 11.4 – JJB Training Report**

After each training session, Vendor shall provide a report documenting the results of training.

This deliverable must include at least training results summary for each training event, which includes at least:

1. Date and location of training
2. Name of trainer(s)
3. Documentation of attendees

- **Deliverable 11.5 – JJB Go-Live Readiness Assessment Report**

Vendor shall deliver a Go-Live Readiness Assessment Report. The Deliverable must provide a roll out strategy that provides, at a minimum the following:

1. Verification that County and end user readiness training is complete
2. Verification that the Migration/Integration data and scripts have been executed and confirmed by County in the TEST Environment
3. No Severity 1 or Severity 2 issues are open
4. A punch list of any open items has been created and a resolution plan is accepted by County
5. Confirmation of authorization from Go-Live decision makers has been provided in writing.

**Exit Criteria for the Milestone 11 – JJB Training is:**

- Training Plan completed and approved
- Training Materials completed and approved
- Training Sessions completed
- Training Report completed and approved
- “Go-Live” Readiness Assessment Report completed and approved

| Milestone         | Deliverable                                | Vendor | County | Vendor Responsibilities   | County Responsibilities   |
|-------------------|--|--------|--------|---|---|
| 11 – JJB Training | 11.1 – Training Plan                       | RA     | CI     | -Create Training Plan<br>-Schedule Training Sessions                                | -Review and approve Training Plan<br>-Work with Vendor to determine Training Schedule |
| 11 – JJB Training | 11.2 – Training Materials                  | RA     | CI     | -Create/finalize Training Materials<br>-Make training materials available via Teams | -Review and approve training materials  |
| 11 – JJB Training | 11.3 – Training Sessions                   | R      | ACI    | -Conduct training sessions<br>-Provide videos for distribution                      | -Attend training sessions<br>-Provide feedback<br>-Share videos                       |
| 11 – JJB Training | 11.4 – Training Report                     | RA     | CI     | -Create Training Reports after every session  | -Review Training Reports  |
| 11 – JJB Training | 11.5 – Go-Live Readiness Assessment Report | RA     | CI     | -Create Go-Live Readiness Assessment Report   | -Review and approve Go-Live Readiness Assessment Report                               |

## 6.9. Milestone 12 – JJB Production Go-Live

**Entrance Criteria for Milestone 12 – JJB Production Go-Live is:**

- Acceptance of Milestone 8 and 11 Deliverables
- Cutover and fallback procedures developed and approved
- Production Go-Live Acceptance Criteria developed and approved
- Support program in place and available

- All Severity 1 and Severity 2 defect items are closed
- County approval to proceed to Production Go-Live

Following the County Acceptance of Deliverables 8 and 11, along with receipt of all required approvals, and written notice from County to proceed with Production Go-Live, Vendor shall implement the CCMS Solution in PROD. All Severity Level 1 and 2 defects are required to be closed for Production Go-Live. Severity Level 3 defects will be reviewed prior to Go-Live to determine impact and time available for resolution. Level 4 will be reviewed for inclusion if the timeline allows for an earlier resolution. The level of severity for a defect will be determined by County.

**Deliverables for Milestone 12 – JJB Production Go-Live include:**

• **Deliverable 12.1 – JJB Go-Live checklist**

The Deliverable must include, at a minimum, the following:

1. Database Checks
  - a. Backup Strategy
  - b. Recovery Strategy
2. System Checks – Confirmation of the following:
  - a. CCMS Solution performance meets the agreed performance criteria
  - b. CCMS Solution business processes are fully tested and approved by County
  - c. All Approved changes to the CCMS Solution are fully tested and approved by County
  - d. No Severity 1 or Severity 2 issues are open
3. Activity Check – Confirmation of the following:
  - a. All County requirements for Go-Live have been met and approved.
4. General Issues and Problems
  - a. Outstanding issues identified from UAT are resolved
  - b. A punch list of any open items has been created and a resolution plan is accepted by County
  - c. Confirmation of authorization from County Production Go-Live decision makers has been provided in writing.

• **Deliverable 12.2 – JJB Production Go-Live Acceptance Criteria**

The Deliverable must include, at a minimum, the following:

The agreed upon requirements as set forth in Production Go-Live Acceptance Criteria. The Production Go-Live Acceptance Criteria is required to move the CCMS Solution into production

• **Deliverable 12.3 – JJB Production Go-Live**

Vendor and County shall work together to complete the Production Go-Live checklist and CCMS Solution cutover.

**Exit Criteria for the Milestone 12 – JJB Production Go-Live is:**

- Completed Go-Live Checklist
- Completed Production Go-Live Acceptance Criteria
- Completed Production Go-Live and County Acceptance obtained
- Stabilization requirements documented and approved

| <b>Milestone</b> | <b>Deliverable</b>       | <b>Vendor</b> | <b>County</b> | <b>Vendor Responsibilities</b> | <b>County Responsibilities</b>        |
|------------------|--------------------------|---------------|---------------|--------------------------------|---------------------------------------|
| 12 – JJB Go-Live | 12.1 – Go-Live Checklist | R             | ACI           | -Create Go-Live Checklist      | -Review and approve Go-Live Checklist |

|                  |   |    |     |   |   |
|------------------|---|----|-----|---|---|
| 12 – JJB Go-Live | 12.2 Production Go-Live Acceptance Criteria | R  | ACI | - Complete Production Go-Live Acceptance Criteria and associated documents  | - Review and Approve Production Go-Live Acceptance Criteria and associated documents                                    |
| 12 – JJB Go-Live | 12.3 – Go-Live                              | CI | RA  | -Run through Production Go-Live Checklist<br>-Complete Production Go-Live Tasks<br>-Confirm CCMS Solution is live | -Run through Go-Live Checklist<br>-Complete Go-Live Tasks<br>-Confirm County approval<br>-Confirm CCMS Solution is live |

#### **6.10. Milestone 13 – JJB Post-Go-Live Support**

Following completion of Milestone 12 (Production Go-Live), Vendor shall begin the Stabilization Period. During the Stabilization Period, the Vendor will maintain sufficient trained personnel virtually (as determined by County – type and number of resources).

**Entrance Criteria for Milestone 13 – JJB Post Go-Live Support is:**

- Acceptance of all Milestone 12 – Production Go-Live Deliverables
- System Support is being delivered by Vendor
- Any Production Go-Live open issues are documented, and a plan is in place to resolve them

**Deliverables for Milestone 13 – JJB Post-Go-Live Support include:**

- **Deliverable 13.1 – JJB Post-Production Go-Live Operational Support**

Vendor will provide Post-Production Go-Live Support for thirty days (30) following Production Go-Live Implementation. Vendor will support the County staff with any CCMS Solution issues while County is utilizing the CCMS Solution by providing support as set forth in the System Support Services Agreement (Exhibit 2). The Deliverable includes at a minimum:

1. Vendor Support Portal for an agreed upon number of End Users
2. Monitoring of program functionality
3. Communications with County IT
4. Reporting, analytics, and alert emails communicated to End User requestor
5. Maintain metrics of program issues and performance
6. Continue minimal knowledge transfer activities as needed
7. Updated with any new functional design, technical design, system architecture and operational documentation

- **Deliverable 13.2 – JJB Final Post Go-Live Support Resolution Report**

Vendor shall deliver a Final Post Go-Live Support Report to include the following:

1. Verification the CCMS Solution is appropriately configured and operational
2. Verification of resolution of logged/resolved tickets
3. Any outstanding bugs or root cause analysis still to be addressed
4. Support escalation process verified

- **Deliverable 13.3 – JJB Project Close Out Documents**

Vendor shall develop and deliver Project Close Out Documentation that provides Vendor's successful completion of all configuration and implementation activities and correction of all remaining Defects found

during stabilization. Vendor shall also ensure that the CCMS Solution is fully operational and meets the Specifications. This Deliverable must include, at a minimum, the following:

1. Summary of configuration activities completed
2. Number and Status of remaining Defects
3. Indication of risks, threats, or potential problems, including any transitioning to the System Support Agreement services
4. Final Version of Functional Design Document (FRD) and Technical Design Document (TDD)
5. Final Version of Go-Live Document

**Exit Criteria for the Milestone 13 – JJB Post Go-Live Support is:**

- 30-day stabilization period completed
- Production Go-Live Support Resolution Document approved
- Project Close-out Documents approved
- All Production Go-Live open issues have been resolved

| <b>Milestone</b>              | <b>Deliverable</b>                         | <b>Vendor</b> | <b>County</b> | <b>Vendor Responsibilities</b>  | <b>County Responsibilities</b>  |
|-------------------------------|--|---------------|---------------|---|---|
| 13 – JJB Post-Go-Live Support | 13.1 – Post Go-Live Operational Support    | RA            | CI            | -Provide user support through 30-day stabilization<br>-Resolve open tickets<br>-Provide updates/reports to project team | -Log support tickets when issues are encountered<br>-Work with Vendor support to resolve, validate and close open tickets |
| 13 – JJB Post-Go-Live Support | 13.2 – Final PGL Support Resolution Report | RA            | CI            | -Create PGL Support Resolution Doc  | -Review and approve PGL Support Resolution Doc  |
| 13 – JJB Post-Go-Live Support | 13.3 – Project Close Out Documents         | RA            | CI            | -Create Project Close Out Documentation   | -Review and approve Project Close Out Documentation   |
| 13 – JJB Post-Go-Live Support | 13.4 – CCMS Solution Acceptance            | RA            | CI            | -Create Project Close Out Documentation   | -Review and approve Project Close Out Documentation   |

## 7. Workstream 2 – Adult Bureaus (AB)

Vendor shall configure and implement the CCMS Solution to meet the Specifications and to otherwise meet the Project Completion Criteria.

CCMS will consist of two (2) distinct Workstreams that may result in overlapping deliverables:

- Workstream 1 – Juvenile Justice Bureaus (JJB)
- Workstream 2 – Adult Bureaus (AB)

Each Section below has a responsibility assignment chart which maps out the key Deliverables and who is responsible ("R") for each action item, who is accountable ("A"), and where appropriate, who needs to be consulted ("C") or informed ("I"). More specifically, the following outlines the four roles listed in those tables:

- **Responsible:** People or stakeholders who do the work. They must complete the task or objective or make the decision. Several people can be jointly *Responsible*.

- **Accountable:** Person or stakeholder who is the "owner" of the work. He or she must sign off or approve when the task, objective or decision is complete. This person must make sure that responsibilities are assigned in the matrix for all related activities.
- **Consulted:** People or stakeholders who need to give input before the work can be done and signed-off on. These people are "in the loop" and active participants.
- **Informed:** People or stakeholders who need to be kept "in the picture." They need updates on progress or decisions, but they do not need to be formally consulted, nor do they contribute directly to the task or decision.

### **7.1. Milestone 6 – AB Kickoff**

Vendor shall develop and deliver a Project Plan and Project Status Reports to cover the period from the Execution of the Contract through Final Acceptance.

#### **Entrance Criteria for Milestone 6 – AB Kickoff is:**

- Acceptance of Milestone 5 or Documented Approval to Commence

#### **Milestone 6 Deliverables are:**

- **Deliverable 6.1 – AB Kickoff Meeting**

Vendor shall facilitate a web conferencing-based Project Kickoff Meeting with the County project team, which includes subject matter experts from various fields. Vendor shall deliver a copy of the final agenda and meeting minutes within seven (7) Business Days of completion of the Kickoff Meeting.

During the Kickoff Meeting, Vendor and County will define and outline at a minimum, the following:

6. Project timeline
7. Project roles, resources, and responsibilities
8. Project communications
9. Schedule of regular status meetings
10. Key project stakeholders

- **Deliverable 6.2 – “CCMS 101” Demonstration**

Vendor shall facilitate a webinar presentation to introduce Microsoft Dynamics 365 to End Users. The purpose of this presentation is to have End Users understand the CCMS system base configuration on the Microsoft Dynamics 365 system and familiarize End Users with the terms and navigation within the system as well as showing the features and functionality of CCMS. This session will be recorded and provided to End Users to view in the future. This demonstration is intended to be more functional than technical and give the End Users the opportunity to see a sample of a completed system and allow them to begin brainstorming prior to Discovery sessions.

- **Deliverable 6.3 – AB Project Plan**

Vendor shall develop and deliver a Project Plan that includes all phases of the project. No implementation work can be completed until the Project Plan is approved by the County. The Project Plan must include at least the following:

6. Project team roles and responsibilities for all parties
7. Potential risks associated with implementation and possible mitigation strategies (Risk Register)

- 
8. Project schedule with identified project milestones
  9. Deliverable Schedule
  10. Change Management Log

- **Deliverable x.x – Weekly Project Status Reports (every week for the duration of the project)**

Vendor shall deliver Project Status Reports on a weekly basis. Project Status Reports must include at least the following:

8. Overall project health
9. Schedule health
10. Budget health
11. Milestones
12. Completed tasks
13. Tasks planned for next week
14. Current risks, issues, roadblocks, and recommendations

**Exit Criteria for the Milestone 6 – AB Kickoff is:**

- Project timeline created
- Project roles, resources, and responsibilities developed
- Project communications established
- Schedule of regular status meetings established
- Key project stakeholders identified
- Completed presentation, video for sharing delivered
- Approved Project Plan
- Approved Project Status Report template

| Milestone      | Deliverable                   | Vendor | County | Vendor Responsibilities   | County Responsibilities   |
|----------------|-------------------------------|--------|--------|---|---|
| 6 – AB Kickoff | 6.1 – Kickoff Meeting         | RA     | CI     | <ul style="list-style-type: none"> <li>-Schedule and hold meeting</li> <li>-Create project timeline</li> <li>-Identify and document resources, roles, and responsibilities</li> <li>-Create project communication documents</li> <li>-Schedule regular meetings</li> <li>-Identify and document key stakeholders</li> </ul> | <ul style="list-style-type: none"> <li>-Participation in meetings</li> <li>-Review and approve documents</li> <li>-Identify resources, roles, and responsibilities</li> <li>-Identify key stakeholders</li> </ul> |
| 6 – AB Kickoff | 6.2 – “CCMS 101” Presentation | RA     | CI     | <ul style="list-style-type: none"> <li>-Create, record, and deliver “CCMS 101” presentation</li> </ul>  | <ul style="list-style-type: none"> <li>-Attend and distribute “CCMS 101” meeting/video</li> </ul>   |
| 6 – AB Kickoff | 6.3 – Project Plan            | R      | ACI    | <ul style="list-style-type: none"> <li>-Create Project Implementation Plan</li> </ul>   | <ul style="list-style-type: none"> <li>-Review and approve Project Implementation Plan</li> </ul>   |

**7.2. Milestone 7 – AB Configuration**

The Configuration phase includes the implementation of security roles within the existing managed CCMS solution in the County environment in the Microsoft Government tenant to expand the user group to include ACB base users and base security roles.

**Entrance Criteria for Milestone 7 – AB Configuration is:**

- County Acceptance of Milestone 6 – Kickoff Deliverables or otherwise approved to proceed to Milestone 7.

**Milestone 7 Deliverables are:**

- **Deliverable 7.1 – AB Configuration Activities**

Vendor shall configure Vendor's DEV environment, County's TEST environment and County's PROD environment

1. Confirm configuration of the managed CCMS solution in the Vendor's DEV environment
2. Confirm configuration of the managed CCMS solution in the County TEST/PROD environments
3. Confirm base ACB user accounts and base ACB security roles in the TEST environment and PROD environment
4. Documentation regarding all County environments and with set up and verification instructions

**Exit Criteria for the Milestone 7 – AB Configuration is:**

- All Vendor and County TEST/PROD environments are configured, and the Deliverable Acceptance Document (DAD) is Accepted
- Completed Weekly Status Meetings

| Milestone            | Deliverable                    | Vendor | COUNTY | Vendor Responsibilities   | COUNTY Responsibilities   |
|----------------------|--------------------------------|--------|--------|---|---|
| 7 – AB Configuration | 7.1 – Configuration Activities | RA     | CI     | <ul style="list-style-type: none"> <li>-Configure Vendor DEV environment</li> <li>-Push managed solution to County TEST/PROD environment</li> <li>- Develop and document configuration parameters and verification for the County to confirm configuration</li> </ul> | <ul style="list-style-type: none"> <li>-Provide and support access to County GCC tenant environments</li> <li>- Verify configuration of the environments and provide approval for the Deliverables</li> </ul> |

**7.3. Milestone 10 – AB Discovery**

**Entrance Criteria for Milestone 10 – Discovery is:**

- County Acceptance of Milestone 6 – Kickoff Deliverables

Vendor shall determine how the CCMS Solution will be configured to meet the Specifications and support business processes. Vendor will interview County key persons to assist in understanding and document requirements by providing examples of forms, reports, data fields, and providing examples of use case and daily workstreams to include at a minimum the following:

- As-Is Business Process Requirements Workshops (to review As-Is BPFs for requirements gathering w/ vendor)
- To-Be Process Workshops and Configuration Workshops
- To-Be Business Process Flows (including BPFs that demonstrate key interface workflows that require testing)
- Architecture Diagram (To-Be)
- Interface Technical Specification and Design Plan Document(s) (for each interface)

Vendor shall develop and manage all configuration activities against the Accepted Detailed Functional Requirements Document (FRD) and the Technical Design Document (TDD) that identifies exactly how the Services will meet the Specifications.

**Milestone 10 Deliverables are:**

• **Deliverable 10.1 – JJB Discovery and Documentation of the Current Process**

Vendor shall work with the County to document the “as-is” processes, workflows, templates, forms, and reports for Division 1. Additionally, Vendor will clarify and document any additional requirements identified. Once the discovery milestone is completed, Vendor shall develop a FRD and TDD that is agreed upon and formally approved by both Vendor and County.

• **Deliverable 10.2 – AB Data Migration Workshops**

Vendor will meet with the County designated SMEs to determine and document tables, fields, and associated documents and digital assets that will be migrated to the CCMS from the Legacy System. These groups will create and agree on the following aspects of the migration/configuration, and details regarding these items will be documented.

3. Data Mapping draft Document
4. Interface Mapping draft Document

Integration with solutions external to the CCMS Solution will also be discussed and documented to determine the integration methodology for each separate integration, including:

5. Real-time or batch draft Document
6. Format of data transfer draft Document
7. Incoming data requirements draft Document
8. Outgoing data requirements draft Document

These groups will create and agree on the following aspects of each integration, and details regarding these items will be documented.

• **Deliverable 10.3 – AB Detailed Functional Requirements Document (FRD) and Technical Design Document (TDD)**

Vendor shall develop and deliver a FRD and TDD. The documents must identify how Vendor will approach system configuration, and must include County activities and Vendor’s Services necessary to provide the County with a detailed understanding of how the CCMS Solution will be configured to meet Specifications. The FRD and TDD must identify how configuration options will be determined and documented, as well as the proper sequencing of activities to support configuration related activities. The FRD and TDD will provide the basis for County decision-making regarding configuration and must include at least the following:

9. Approach to determining configuration needs
10. Plan for how configuration activities will be documented. This includes the following:
  - f. Creation/modification of business rules
  - g. Creation/modification of data fields
  - h. Creation /modification of list values
  - i. Creation/modification of notifications
  - j. Creation/modification of other functionality to meet the RTM
11. Plan showing how functional design data and process flow will be documented
12. Templates and examples of communication plans
13. Final version of the user/security role list
14. To-Be Business Process Flows (including BPFs that demonstrate key Interface workflows that require testing)
15. Architecture Diagram (To-Be)
16. Deliverable: Interface Technical Specification and Design Plan Document(s) (for each Interface)

**Exit Criteria for the Milestone 10 – AB Discovery is:**

- Completed scheduled Discovery sessions
- Completed Data Migration Workshops
- Approved RTM
- Approved FRD
- Approved TDD

| <b>Milestone</b>  | <b>Deliverable</b>   | <b>Vendor</b> | <b>County</b> | <b>Vendor Responsibilities</b>  | <b>County Responsibilities</b>   |
|-------------------|--|---------------|---------------|---|--|
| 10 – AB Discovery | 10.1 – Discovery and Documentation of Current Processes                                    | R             | ACI           | -Schedule and conduct Discovery sessions with user groups<br>-Document findings during Discovery sessions<br>-Clarify and collect supporting information              | -Attend and participate during scheduled Discovery session<br>-Provide clarification and supporting information when requested |
| 10 – AB Discovery | 10.2 – Data Migration Workshops  | R             | ACI           | -Schedule and conduct Data Migration Workshop sessions with user groups<br>-Document findings during workshop sessions<br>-Clarify and collect supporting information | -Attend and participate during scheduled workshop sessions<br>-Provide clarification and supporting information when requested |
| 10 – AB Discovery | 10.3 – Detailed Functional Requirements Document (FRD) and Technical Design Document (TDD) | R             | ACI           | -Create Functional Requirements Document (FRD)<br>-Create Technical Design Document (TDD)   | -Review and approve FRD<br>-Review and approve TDD   |

**7.4. Milestone 14 – AB Build**

Vendor shall complete build activities in accordance with Deliverables for Milestone A3 that meet Project Deliverable Acceptance requirements. Vendor will work with County project team responsible for quality assurance to review and test the features and functionality of AB requirements.

**Entrance Criteria for Milestone 14 – AB Build is:**

- Completed Discovery Milestone 10 – AB Discovery

**Milestone 14 Deliverables are:**

- **Deliverable 14.1 – AB Biweekly “Show and Tell” Report**

Vendor shall deliver biweekly demonstration of CCMS Solution progress through a one-hour Teams meeting. This meeting will be recorded and available to project participants.

- **Deliverable 14.2 – AB Build Activities**

Vendor shall build CCMS Solution components as defined in the FRD and TDD in the Vendor's DEV environment and the County TEST environment.

5. Complete build of the CCMS Solution in the Vendor's DEV environment
6. Promote CCMS Solution to the County TEST environment
7. Confirm user account access in the TEST environment
8. Assign County users to security roles in TEST environment

- **Deliverable 14.3 – AB Build Master CCMS Solution Test Plan**

Vendor shall build a Master CCMS Solution Test Plan which shall include all testing activities required for the CCMS Solution in each phase of development including but limited to, Migration, Integration and UAT, and set forth all related outputs in the project Deliverables and Documentation.

- **Deliverable 14.4 – AB Build Complete Report**

Vendor shall deliver a CCMS Solution Build Complete Report. This Deliverable will be used as the Exit Criteria for the Build milestone.

The CCMS Solution Build Complete Report must include, at a minimum, the following:

6. System/Software Version
7. CCMS Solution Interfaces documented
8. Requirements Included in Release (RTM Completion Checklist)
9. Description of known Defects (if any)
10. Priority of known Defects

- **Deliverable 14.5 – AB Testing Report**

Vendor shall deliver a report of what features and functionality were tested and the outcome of each test.

**Exit Criteria for the Milestone 14 – AB Build is:**

- Completed Biweekly “Show and Tell” meetings and recordings
- Build Activities Complete
- Completed Master CCMS Solution Test Plan
- Approved Build Complete Report

| Milestone     | Deliverable                            | Vendor | County | Vendor Responsibilities  | County Responsibilities   |
|---------------|--|--------|--------|--|---|
| 14 – AB Build | 14.1 – Biweekly “Show and Tell” Report | RA     | CI     | -Conduct biweekly “show and tell” meetings<br>-Provide recordings to County                                    | -Attend biweekly “show and tell” meetings<br>-Share video of meeting internally for those who cannot attend |
| 14 – AB Build | 14.2 – Build Activities                | RA     | CI     | -Build system components in the Vendor DEV environment<br>-Migrate managed solution to County TEST environment | -Provide and support access to County GCC tenant environment  |

|               |                              |    |     |  |   |
|---------------|------------------------------|----|-----|--|---|
| 14 – AB Build | 14.3 – Master Test Plan      | R  | ACI | Develop complete CCMS Solution Master Test Plan            | Acceptance of the Master Test Plan  |
| 14 – AB Build | 14.4 – Build Complete Report | RA | CI  | -Create Build Complete Report                              | -Review and approve Build Complete Report   |
| 14 – AB Build | 14.5 – AB Testing Report     | RA | CI  | -Create and test AB build items<br>-Deliver Testing Report | -Provide insight and clarifications through testing process<br>-Review and approve Testing Report |

### 7.5. Milestone 15 – AB Migration

Vendor will work with County project team responsible for current systems to document and map existing data, documents, and other digital assets to the CCMS Solution. This milestone is meant to be supplemental to the initial Discovery milestones. Vendor will work with County project team responsible for current systems to create migration scripts to migrate existing data, documents, and other digital assets to the CCMS Solution. Vendor will work with County project team responsible for current systems to execute migration scripts and validate that existing data, documents, and other digital assets are being migrated to the CCMS Solution.

Vendor shall test iterations of data migration to ensure success for go-live.

The process shall be iterative and will likely require rounds to ensure everything is being migrated correctly. The validation of the converted/configured/migrated data includes a number of users from County (namely QA resources and SME resources familiar with the data) that will look at the legacy data set and compare it to the data in the new CCMS Solution to make sure everything has migrated correctly.

Issues such as date format irregularities or field length differences will require the Vendor to wipe the TEST environment of any data and go back to the migration scripts, adjust for the issues, and re-run the migration scripts (again, having the County resources check them for validity). The Vendor will continue with this process until County is satisfied that the data is being migrated correctly. These scripts are then approved and become final and will be used prior to UAT and then again for the final Go-Live push to the PROD environment.

#### Entrance Criteria for Milestone 15 – AB Migration is:

- County Acceptance of Milestones 14 – Build or otherwise approved to proceed

Milestone 15 - Migration Deliverables are:

- **Deliverable 15.1 – AB Data Migration Mapping Document**

Using information gathered during Discovery sessions, Vendor shall develop and receive Acceptance of a Draft Data Migration Plan that consists of, at minimum, the following:

1. Draft Data Mapping
2. Data Mapping Quality Assurance Plan

- **Deliverable 15.2 – AB Draft Data Migration scripts**

Vendor will update and deliver to the County the Draft Data Migration Scripts, including:

2. Draft Data Migration scripts

- **Deliverable 15.3 – AB Data Migration Test Readiness Report**

Vendor shall provide a Data Migration test readiness report that includes an evaluation that determines Data Migration test can be completed. The following shall be included in the Data Migration Test Readiness Report:

1. Preparation of Test Data (mirrors expected PROD environment data)
2. Preparation of Support Portal for tickets and resolutions

- **Deliverable 15.4 – AB Final Data Migration Mapping Document**

Vendor shall update the Draft Data Migration Mapping Document with any information gathered during Testing to deliver a Final Data Migration Mapping Document.

- **Deliverable 15.5 – AB Final Data Migration Scripts**

Vendor shall update the Draft Data Migration Scripts with any information gathered during Testing to deliver Final Data Migration Scripts

- **Deliverable 15.6 – AB Data Migration Testing Support**

Vendor will create and test Data Migration in the County TEST environment once scripts have been run, the Vendor and County will proceed with validation and will identify any issues, which Vendor will resolve through the iterative development approach.

Vendor shall track and monitor incoming bug/defect tickets and provide resolution as indicated below:

1. Bug fixes of resolved tickets shall be deployed to the TEST environment on a mutually agreed timeframe.
2. Fixes will be confirmed by ticket originator and validated as resolved before closure.
3. Regular Daily standup status meetings (30 min tops)
  - a. Review of newly logged and resolved tickets
  - b. Describe next tasks
  - c. Regular review of logged/resolved tickets

**Exit Criteria for the Milestone 15 – AB Migration is:**

- Draft Data Migration Document Approved
- Acceptance of Data Migration Milestone
- Draft Data Migration Scripts Approved
- Data Migration Test Readiness Report Approved

| Milestone        | Deliverable                                 | Vendor | County | Vendor Responsibilities                             | County Responsibilities                              |
|------------------|---|--------|--------|---|--|
| 15 –AB Migration | 15.1 – Data Migration Mapping Document      | R      | ACI    | -Create Draft Data Migration Mapping Document       | -Review and approve Data Migration Plan              |
| 15 –AB Migration | 15.2 – Draft Data Migration Scripts         | R      | ACI    | -Create migration scripts                           | -Review and accept Draft Data Migration test scripts |
| 15 –AB Migration | 15.3 – Data Migration Test Readiness Report | R      | ACI    | - Create Final Data Migration Test Readiness Report | -Approve Final Data Migration Test Readiness Report  |

|                  |   |   |     |  |  |
|------------------|---|---|-----|--|--|
| 15 –AB Migration | 15.4 - Final Data Migration Mapping Document Approval | R | ACI | Create Final Data Migration Mapping Document<br>-Track and monitor bug tickets and provide resolution  | Approve Final Data Migration Mapping Document        |
| 15 –AB Migration | 15.5 – Final Data Migration test scripts              | R | ACI | -Test and validate Data Migration scripts in County TEST environment<br>-Finalize Data Migration/ Plan | -Review and accept final Data Migration test scripts |

### **7.6. Milestone 16 – AB Integration (Internal and External)**

Vendor will work with County project team responsible for internal (County) systems external (third-party) systems to document and map existing data, documents, and other digital assets to the CCMS Solution. Vendor will work with County project team responsible for current systems to create integration scripts to integrate existing data, documents, and other digital assets to the CCMS Solution. Vendor will work with County project team responsible for documented internal systems to execute integration scripts and validate that existing data, documents, and other digital assets are being integrated to the CCMS Solution.

Vendor shall test iterations of data integration to ensure success for go-live.

The process shall be iterative and will likely require rounds to ensure everything is being integrated correctly. The validation of the converted/configured/integrated data includes a number of users from County (namely QA resources and SME resources familiar with the data) that will look at the integrated data set to make sure everything has integrated correctly.

Issues with integrated data will require the Vendor to wipe the TEST environment of any data and go back to the integration scripts, adjust for the issues, and re-run the scripts (again, having the County resources check them for validity). The Vendor will continue with this process until County is satisfied that the data is being integrated correctly. These scripts are then approved and become final and will be used prior to UAT and then again for the final Go-Live push to the PROD environment.

#### **Entrance Criteria for Milestone 16 – AB Integration is:**

- County Acceptance of Milestone 15 – Migration deliverables or otherwise approved to proceed

Milestone 16 –Integration Deliverables are:

- **Deliverable 16.1 – AB Data Integration Mapping Document (both Internal and External)**

Using information gathered during Discovery sessions, Vendor shall develop and receive Acceptance of a Draft Data Integration Plan that consists of, at minimum, the following:

1. Draft Data Integration Mapping
2. Data Mapping Quality Assurance Plan

- **Deliverable 16.2 – AB Draft Data Integration scripts (both Internal and External)**

Vendor will update and deliver to the County the Draft Data Integration Scripts, including:

1. Draft Data Integration scripts

- **Deliverable 16.3 – AB Data Integration Test Readiness Report (both Internal and External)**

Vendor shall provide a Data Integration Test Readiness Report that includes an evaluation that determines Data Integration test can be completed. The following shall be included in the Data Integration Test Readiness Report:

1. Preparation of Test Data (mirrors expected PROD environment data)
2. Preparation of Support Portal for tickets and resolutions

- **Deliverable 16.4 – AB Final Data Integration Mapping Document (both Internal and External)**

Vendor shall update the Draft Data Integration Mapping Document with any information gathered during Testing to deliver a Final Data Integration Mapping Document.

- **Deliverable 16.5 – AB Final Data Integration Scripts (both Internal and External)**

Vendor shall update the Draft Data Integration Scripts with any information gathered during Testing to deliver Final Data Integration Scripts

- **Deliverable 16.6 – AB Data Integration Testing Support (both Internal and External)**

Vendor will create and test Data Integration in the County TEST environment once scripts have been run, the Vendor and County will proceed with validation and will identify any issues, which Vendor will resolve through the iterative development approach.

Vendor shall track and monitor incoming bug/defect tickets and provide resolution as indicated below:

1. Bug fixes of resolved tickets shall be deployed to the TEST environment on a mutually agreed timeframe.
2. Fixes will be confirmed by ticket originator and validated as resolved before closure.
3. Regular Daily standup status meetings (30 min tops)
4. Review of newly logged and resolved tickets
5. Describe next tasks
6. Regular review of logged/resolved tickets

**Exit Criteria for the Milestone 16 – AB Integration is:**

- Draft Data Integration Document Approved
- Acceptance of Data Integration Milestone
- Draft Data Integration Scripts Approved
- Data Integration Test Readiness Report Approved
- Final Data Integration Document Approved

| <b>Milestone</b>    | <b>Deliverable</b>                           | <b>Vendor</b> | <b>County</b> | <b>Vendor Responsibilities</b>                        | <b>County Responsibilities</b>                         |
|---------------------|--|---------------|---------------|---|--|
| 16 – AB Integration | 16.1 – Data Integration Mapping Document     | R             | ACI           | -Create Draft Data Integration Mapping Document       | -Review and approve Data Integration Plan              |
| 16 – AB Integration | 16.2 – Draft Data Integration Scripts        | R             | ACI           | -Create Draft Data Integration scripts                | -Review and accept Draft Data Integration test scripts |
| 16 – AB Integration | 16.3 –Data Integration Test Readiness Report | R             | ACI           | - Create Final Data Integration Test Readiness Report | -Approve Final Data Integration Test Readiness Report  |

|                     |   |   |     |  |  |
|---------------------|---|---|-----|--|--|
| 16 – AB Integration | 16.4 - Final Data Integration Mapping Document Approval | R | ACI | -Create Final Data Integration Mapping Document<br>-Track and monitor bug tickets and provide resolution | Approve Final Data Integration Mapping Document        |
| 16 – AB Integration | 16.5 – Final Data Integration test scripts              | R | ACI | -Test and validate Data Integration scripts in County TEST environment                                   | -Review and accept final Data Integration test scripts |

## 7.7. Milestone 17 – AB User Acceptance Testing (UAT)

### Entrance Criteria for Milestone 17 – AB User Acceptance Testing (UAT) is:

- County Acceptance of Milestones 15 and 16 (Migration and Integration)
- Acceptance of UAT Test Plan
- UAT TEST environment fully configured

UAT is the final testing performed when functional, system, and regression testing is completed by the Vendor with support from County. Vendor shall provide UAT testing support, which includes the implementation of a UAT test environment, UAT Support for County testing, which includes daily bug and testing updates using severity and response times as set forth in the System Support Services Agreement (Exhibit 2), and UAT Completion Report. Data content and format used in the UAT test environment will be reviewed and agreed by County prior to beginning the UAT activity. Look-up values and other reference data will be pre-populated into the UAT test environment.

Performance monitoring and testing for the CCMS Solution will be monitored through the Power Platform Admin Center console by properly permissioned County Admins and supported by Vendor's resources. In the console, County can monitor active users, API metrics, storage, and usage capacity as well as other standard performance indicators.

Milestone 17 – User Acceptance Testing (UAT) Deliverables are:

- **Deliverable 17.1 – AB Fully Configured UAT Test Environment**

The UAT Environment will be:

1. An environment that mirrors the expected PROD environment and is separate from other testing environments (system, functional)
2. Visibly distinguishable from production and contain data for testing.
3. Maintained and updated to support an effective UAT. Release schedule/process for defect fixes will be discussed/agreed upon with County and the Vendor.

- **Deliverable 17.2 – AB Final UAT Test Scripts**

Vendor will provide guidance to support the County development of the Final UAT scripts, including:

1. UAT test scripts
2. UAT test plans

- **Deliverable 17.3 – AB UAT Test Readiness Report**

Vendor shall provide a UAT readiness report that includes an evaluation that determines UAT can be completed. The following, at a minimum, shall be included in the UAT Readiness Report:

1. Preparation of UAT data (mirrors expected PROD environment data)
2. UAT scripts align with the RTM
3. UAT test cases align with all business processes with expected outcomes
4. Preparation of Support Portal for tickets and resolutions

- **Deliverable 17.4 – AB UAT Support for County Testing**

Vendor shall track and monitor incoming bug tickets and provide resolution.

1. Bug fixes of resolved tickets should be deployed to the UAT environment on a mutually agreed timeframe.
2. Fixes will be confirmed by ticket originator and validated as resolved before closure.
3. Regular Daily standup status meetings (30 min tops)
  - a. Review of newly logged and resolved tickets
  - b. Describe next tasks
  - c. Regular review of logged/resolved tickets

- **Deliverable 17.5 – AB UAT Completion Report**

Vendor shall deliver a UAT Completion Report. The Deliverable must provide a roll out strategy that provides at least the following:

1. Verification the CCMS Solution is appropriately configured and operational
2. Verification of resolution of logged/resolved tickets

**Exit Criteria for the Milestone 17 – AB User Acceptance Testing (UAT) is:**

- UAT activity completed and approved by County
- Support Portal for the CCMS Solution is active
- All open support tickets are closed for Severity 1 and Severity 2 Issues
- UAT complete report is approved by County

| <b>Milestone</b> | <b>Deliverable</b>                | <b>Vendor</b> | <b>County</b> | <b>Vendor Responsibilities</b>  | <b>County Responsibilities</b>   |
|------------------|-----------------------------------|---------------|---------------|---|--|
| 17 – AB UAT      | 17.1 – UAT Environment and Report | RA            | CI            | -Create UAT TEST environment with migration and integration data<br>-Create user accounts and provide training for Support Portal | -Participate in Support Portal training session/review video                             |
| 17 – AB UAT      | 17.2 – Final UAT Scripts          | A             | RCI           | -Provide guidance and samples to County staff   | -Create test plan<br>-Create UAT scripts<br>-Create test scenarios<br>-Create test cases |
| 17 – AB UAT      | 17.3 – UAT Readiness Report       | RA            | CI            | -Create UAT Readiness Report  | -Review and approve UAT Readiness Report   |
| 17 – AB UAT      | 17.4 – UAT Support                | RA            | CI            | -Monitor incoming tickets for escalation  | -Complete testing scripts following test plan  |

|             |                              |   |     |   |  |
|-------------|------------------------------|---|-----|---|--|
|             |                              |   |     | <ul style="list-style-type: none"> <li>-Resolve issues in Vendor DEV and push fixes to County TEST</li> <li>-Communicate with County testers on ticket status</li> <li>-Conduct daily stand-ups for open tickets</li> </ul> | <ul style="list-style-type: none"> <li>-Document issues/bugs in support portal</li> <li>-Monitor open tickets for resolution</li> <li>-Validate and close open tickets</li> <li>-Attend daily stand-ups when required</li> </ul> |
| 17 – AB UAT | 17.5 – UAT Completion Report | R | ACI | <ul style="list-style-type: none"> <li>-Create UAT Completion Report</li> </ul>   | <ul style="list-style-type: none"> <li>-Review and approve UAT Completion Report</li> </ul>  |

## 7.8. Milestone 18 – AB Training

### **Entrance Criteria for Milestone 18 – AB Training is:**

- Discovery, Build, and Configuration milestones complete
- UAT being executed by County
- Key training leads have been identified for both parties

The training plan will be discussed with County and drafted during the Discovery milestone. Training provided to End Users by Vendor will ensure that every End User is familiar and comfortable with using both Microsoft Dynamics 365 and the CCMS Solution. Additionally, Vendor will provide system administrator and Customization and configuration training to County-designated staff. Vendor shall host and coordinate training session logistics in accordance with the training plan that meets Project Deliverable Acceptance requirements, which may be updated by agreement of the parties.

Microsoft Teams sessions for each topic will be recorded and made available on demand for authorized users to download. Vendor shall develop and deliver a training plan, training materials, and a training report, and provide training services in accordance with training deliverables.

Milestone 18 Deliverables are:

- **Deliverable 28.1 – AB Training Plan**

The training plan must provide guidance and direction on how training will be approached based on County needs along with roles/responsibilities associated with training. The training plan must include at least:

1. Training overview
2. Roles and responsibilities for training
3. Method for evaluating competency
4. Training schedule (including webinar information, set-up needed, any hardware or software requirements)

- **Deliverable 18.2 – AB Training Materials**

Training materials must be unique to the needs of the training audience. Training materials must provide complete training for County and authorized users, covering at a minimum the following:

1. Online training environment during training sessions
2. Online User Guide – Internal User
3. Online User Guide – Power Users
4. Online User Guide for Administrators
5. Online System Help guides
6. Recorded trainings for intranet postings

- **Deliverable 18.3 – AB Training Sessions**

Vendor will provide online training sessions that will be recorded following the training plan/materials.

- **Deliverable 18.4 – AB Training Report**

After each training session, Vendor shall provide a report documenting the results of training.

This deliverable must include at least training results summary for each training event, which includes at least:

1. Date and location of training
2. Name of trainer(s)
3. Documentation of attendees

- **Deliverable 18.5 – AB Go-Live Readiness Assessment Report**

Vendor shall deliver a Go-Live Readiness Assessment Report. The Deliverable must provide a roll out strategy that provides, at a minimum the following:

1. Verification that County and end user readiness training is complete
2. Verification that the Migration/Integration data and scripts have been executed and confirmed by County in the TEST Environment
3. No Severity 1 or Severity 2 issues are open
4. A punch list of any open items has been created and a resolution plan is accepted by County
5. Confirmation of authorization from Go-Live decision makers has been provided in writing.

**Exit Criteria for the Milestone 18 – AB Training is:**

- Training Plan completed and approved
- Training Materials completed and approved
- Training Sessions completed
- Training Report completed and approved
- “Go-Live” Readiness Assessment Report completed and approved

| Milestone        | Deliverable                                | Vendor | County | Vendor Responsibilities   | County Responsibilities   |
|------------------|--|--------|--------|---|---|
| 18 – AB Training | 18.1 – Training Plan                       | RA     | CI     | -Create Training Plan<br>-Schedule Training Sessions                                | -Review and approve Training Plan<br>-Work with Vendor to determine Training Schedule |
| 18 – AB Training | 18.2 – Training Materials                  | RA     | CI     | -Create/finalize Training Materials<br>-Make training materials available via Teams | -Review and approve training materials  |
| 18 – AB Training | 18.3 – Training Sessions                   | R      | ACI    | -Conduct training sessions<br>-Provide videos for distribution                      | -Attend training sessions<br>-Provide feedback<br>-Share videos                       |
| 18 – AB Training | 18.4 – Training Report                     | RA     | CI     | -Create Training Reports after every session  | -Review Training Reports  |
| 18 – AB Training | 18.5 – Go-Live Readiness Assessment Report | RA     | CI     | -Create Go-Live Readiness Assessment Report   | -Review and approve Go-Live Readiness Assessment Report                               |

**7.9. Milestone 19 – AB Production Go-Live**

**Entrance Criteria for Milestone 19 – AB Production Go-Live is:**

- Acceptance of Milestone 17 and 18 Deliverables
- Cutover and fallback procedures developed and approved
- Production Go-Live Acceptance Criteria developed and approved
- Support program in place and available
- All Severity 1 and Severity 2 defect items are closed
- County approval to proceed to Production Go-Live

Following the County Acceptance of Milestone 18, along with receipt of all required approvals, and written notice from County to proceed with Production Go-Live, Vendor shall implement the CCMS Solution in PROD. All Severity Level 1 and 2 defects are required to be closed for Production Go-Live. Severity Level 3 defects will be reviewed prior to Go-Live to determine impact and time available for resolution. Level 4 will be reviewed for inclusion if the timeline allows for an earlier resolution. The level of severity for a defect will be determined by County.

**Deliverables for Milestone 19 – AB Production Go-Live include:**

**• Deliverable 19.1 – AB Go-Live checklist**

The Deliverable must include, at a minimum, the following:

1. Database Checks
  - a. Backup Strategy
  - b. Recovery Strategy
2. System Checks – Confirmation of the following:
  - a. CCMS Solution performance meets the agreed performance criteria
  - b. CCMS Solution business processes are fully tested and approved by County
  - c. All Approved changes to the CCMS Solution are fully tested and approved by County
  - d. No Severity 1 or Severity 2 issues are open
3. Activity Check – Confirmation of the following:
  - a. All County requirements for Go-Live have been met and approved.
4. General Issues and Problems
  - a. Outstanding issues identified from UAT are resolved
  - b. A punch list of any open items has been created and a resolution plan is accepted by County
  - c. Confirmation of authorization from County Production Go-Live decision makers has been provided in writing.

**• Deliverable 19.2 – AB Production Go-Live Acceptance Criteria**

The Deliverable must include, at a minimum, the following:

The agreed upon requirements as set forth in Production Go-Live Acceptance Criteria. The Production Go-Live Acceptance Criteria is required to move the CCMS Solution into production

**• Deliverable 19 – AB Production Go-Live**

Vendor and County shall work together to complete the Production Go-Live checklist and CCMS Solution cutover.

**Exit Criteria for the Milestone 19 – AB Production Go-Live is:**

- Completed Go-Live Checklist
- Completed Production Go-Live Acceptance Criteria
- Completed Production Go-Live and County Acceptance obtained
- Stabilization requirements documented and approved

| <b>Milestone</b> | <b>Deliverable</b>                          | <b>Vendor</b> | <b>County</b> | <b>Vendor Responsibilities</b>  | <b>County Responsibilities</b>  |
|------------------|---|---------------|---------------|---|---|
| 19 – AB Go-Live  | 19.1 – Go-Live Checklist                    | R             | ACI           | -Create Go-Live Checklist   | -Review and approve Go-Live Checklist   |
| 19 – AB Go-Live  | 19.2 Production Go-Live Acceptance Criteria | R             | ACI           | - Complete Production Go-Live Acceptance Criteria and associated documents  | - Review and Approve Production Go-Live Acceptance Criteria and associated documents                                    |
| 19 – AB Go-Live  | 19.3 – Go-Live                              | CI            | RA            | -Run through Production Go-Live Checklist<br>-Complete Production Go-Live Tasks<br>-Confirm CCMS Solution is live | -Run through Go-Live Checklist<br>-Complete Go-Live Tasks<br>-Confirm COUNTY approval<br>-Confirm CCMS Solution is live |

### **7.10. Milestone 20 – AB Post-Go-Live Support**

Following completion of Milestone 19 (Production Go-Live), Vendor shall begin the Stabilization Period. During the Stabilization Period, the Vendor will maintain sufficient trained personnel virtually (as determined by County – type and number of resources).

#### **Entrance Criteria for Milestone 20 – AB Post Go-Live Support is:**

- Acceptance of all Milestone 19 – Production Go-Live Deliverables
- System Support is being delivered by Vendor
- Any Production Go-Live open issues are documented, and a plan is in place to resolve them

#### **Deliverables for Milestone 20 – AB Post-Go-Live Support include:**

- **Deliverable 20.1 – AB Post-Production Go-Live Operational Support**

Vendor will provide Post-Production Go-Live Support for thirty days (30) following Production Go-Live Implementation. Vendor will support the County staff with any CCMS Solution issues while County is utilizing the CCMS Solution by providing support as set forth in the System Support Services Agreement (Exhibit 2). The Deliverable includes at a minimum:

1. Vendor Support Portal for an agreed upon number of End Users
2. Monitoring of program functionality
3. Communications with County IT
4. Reporting, analytics, and alert emails communicated to End User requestor
5. Maintain metrics of program issues and performance
6. Continue minimal knowledge transfer activities as needed
7. Updated with any new functional design, technical design, system architecture and operational documentation

- **Deliverable 20.2 – AB Final Post Go-Live Support Resolution Report**

Vendor shall deliver a Final Post Go-Live Support Report to include the following:

1. Verification the CCMS Solution is appropriately configured and operational
2. Verification of resolution of logged/resolved tickets
3. Any outstanding bugs or root cause analysis still to be addressed
4. Support escalation process verified

- **Deliverable 20.3 – AB Project Close Out Documents**

Vendor shall develop and deliver Project Close Out Documentation that provides Vendor's successful completion of all configuration and implementation activities and correction of all remaining Defects found during stabilization. Vendor shall also ensure that the CCMS Solution is fully operational and meets the Specifications. This Deliverable must include, at a minimum, the following:

1. Summary of configuration activities completed
2. Number and Status of remaining Defects
3. Indication of risks, threats, or potential problems, including any transitioning to the System Support Agreement services
4. Final Version of Functional Design Document (FRD) and Technical Design Document (TDD)
5. Final Version of Go-Live Document

**Exit Criteria for the Milestone 20 – AB Post Go-Live Support is:**

- 30-day stabilization period completed
- Production Go-Live Support Resolution Document approved
- Project Close-out Documents approved
- All Production Go-Live open issues have been resolved

| <u>Milestone</u>             | <u>Deliverable</u>                         | <u>Vendor</u> | <u>County</u> | <u>Vendor Responsibilities</u>  | <u>County Responsibilities</u>  |
|------------------------------|--|---------------|---------------|---|---|
| 20 – AB Post-Go-Live Support | 20.1 – Post Go-Live Operational Support    | RA            | CI            | -Provide user support through 30-day stabilization<br>-Resolve open tickets<br>-Provide updates/reports to project team | -Log support tickets when issues are encountered<br>-Work with Vendor support to resolve, validate and close open tickets |
| 20 – AB Post-Go-Live Support | 20.2 – Final PGL Support Resolution Report | RA            | CI            | -Create PGL Support Resolution Doc  | -Review and approve PGL Support Resolution Doc  |
| 20 – AB Post-Go-Live Support | 20.3 – Project Close Out Documents         | RA            | CI            | -Create Project Close Out Documentation   | -Review and approve Project Close Out Documentation   |
| 20 – AB Post-Go-Live Support | 20.4 – CCMS Solution Acceptance            | RA            | CI            | -Create Project Close Out Documentation   | -Review and approve Project Close Out Documentation   |

## 8. CCMS Acceptance and Pricing

### 8.1. CCMS Solution Acceptance

County shall provide their Acceptance for the CCMS Solution upon the successful completion of the following:

The CCMS Solution shall be considered accepted when Section 2 - Project Completion Criteria has been fully met, all phases as set forth in the SOW have been completed and approved by County, Stabilization Period is complete, all Severity 1 and Severity 2 punch list items are closed, and a System Support Services Agreement is in place and available, and County provides written CCMS Solution Acceptance to Vendor.

### 8.2. CCMS Solution Pricing

#### 8.2.1. Services, Software, and Support

Except for Microsoft Dynamics products, which will be separately purchased through the County's Microsoft subscription, the following pricing is for a complete end-to-end CCMS Solution that includes implementation, configuration/customization, training, annual support and maintenance, travel, etc.

| SOW Milestone               | Task Name                | Invoice Amount         | Duration<br>(approximate working days unless otherwise noted) |
|-----------------------------|--------------------------|------------------------|---|
| 1                           | Kickoff                  | \$ 5,400.00            | 3   |
| 2                           | Configuration            | \$ 845,000.00          | 15  |
| 3                           | JJB Discovery            | \$ 492,000.00          | 60  |
| 4                           | JJB Build                | \$ 720,000.00          | 45  |
| 5                           | JJB Migration            | \$ 195,000.00          | 30  |
| 6                           | ACB Kickoff              | \$ -                   | 1   |
| 7                           | ACB Configure            | \$ 145,000.00          | 15  |
| 8                           | JJB Integration          | \$ 225,000.00          | 30  |
| 9                           | JJB UAT                  | \$ 144,000.00          | 20  |
| 10                          | ACB Discovery            | \$ 492,000.00          | 60  |
| 11                          | JJB Training             | \$ 204,000.00          | 30  |
| 12                          | JJB Go-Live              | \$ 11,600.00           | 2   |
| 13                          | JJB Post Go-Live Support | \$ 44,000.00           | 30 calendar days  |
| 14                          | ACB Build                | \$ 720,000.00          | 45  |
| 15                          | ACB Migration            | \$ 195,000.00          | 30  |
| 16                          | ACB Integration          | \$ 225,000.00          | 30  |
| 17                          | ACB UAT                  | \$ 144,000.00          | 20  |
| 18                          | ACB Training             | \$ 102,000.00          | 15  |
| 19                          | ACB Go-Live              | \$ 11,600.00           | 2   |
| 20                          | ACB Post Go-Live Support | \$ 44,000.00           | 30 calendar days  |
| <b>IMPLEMENTATION TOTAL</b> |                          | <b>\$ 4,964,600.00</b> |   |
| SUPPORT YEAR 1              |                          | \$ -                   |   |
| SUPPORT YEAR 2              |                          | \$ 91,369.78           | (pro-rated based on go-live dates)                            |
| SUPPORT YEAR 3              |                          | \$ 411,728.00          | 365   |
| SUPPORT YEAR 4              |                          | \$ 411,728.00          | 365   |
| SUPPORT YEAR 5              |                          | \$ 411,728.00          | 365   |
| <b>SUPPORT TOTAL</b>        |                          | <b>\$ 1,326,553.78</b> |   |
| <b>GRAND TOTAL</b>          |                          | <b>\$ 6,291,153.78</b> |   |

## 9. Other Vendor Project Resources

### 9.1. Approval and Replacement of Resources

- Vendor will provide resumes for all resources
- County reserves the right to refuse any resource
- Vendor reserves the right to replace any resource in accordance with the Contract

## 10. Change Process

### **10.1. Initiation of Change Request**

- Either party may request changes to the Services and/or Deliverables, the project schedule, the parties' respective responsibilities, payment milestones, the inclusion of additional services, as well as other aspects of the SOW
- The party proposing a change request will prepare a change request using the mutually agreed to process/form describing any applicable change, the effect that the change will have on the project, the effect that not making the change will have on the project, Deliverables, parties' respective responsibilities, impact to schedule, project cost (including hours of labor by role), or other aspect of the project
- The proposing party is responsible for clarity of purpose, cost, and impact of any change request
- The cost of preparing the change request is not chargeable to the project
- The inclusion of a change process in no way changes the expectation that Vendor shall deliver all the agreed-upon requirements and solution design at the fixed price if mutual approval is not obtained

### **10.2. Evaluation of Change Request**

- The Project PMO in the weekly status meeting will evaluate proposed change requests to determine whether such proposed change request will be: (i) mutually approved or approved for Oversight Committee Review; (ii) rejected; (iii) sent for further analysis or identified as requiring additional detail (i.e., impact analysis); or (iv) deferred.
- The Project PMO has the authority to approve changes that have no material impact on cost, schedule, or scope
- Changes that have material changes to project cost, scope and/or schedule need to be approved by the County Steering Committee. The Project PMO will assess the change orders for need/desirability and present these changes to the County Steering Committee for review
- The County project manager will retain a change log to record change requests and their disposition

#### **10.2.1. Impact Analysis**

- In the event the PMO approves an impact analysis, the proposed change request will be assigned to a team comprised of representatives of both Parties to complete this analysis
- For changes proposed by the Vendor the cost of this impact analysis is not charged to the project
- For changes proposed by County the cost of this impact analysis will be deducted from the contingency amount for the project phase. If the contingency fund does not support the impact analysis, County will need to expressly authorize the expenditure which will be at the rates proposed in the Change Request

#### **10.2.2. Approval of Change Requests**

- The parties shall not unreasonably withhold their respective consent to, nor impose unreasonable terms or conditions for its approval of, any Change Request proposed by the other party.
- No change request or change order shall be implemented unless and until Vendor and County have approved such change order in writing.

### **10.3. Implementation of Change Requests**

#### **10.3.1. Costs associated with implementing a change order**

Unless expressly noted by County, the costs of a change order will be deducted from the Vendor contingency budget. The change order shall call out the process in which this should occur. The Vendor will specifically call out any change request work as an invoice detail when cost is involved.

Pursuant to Article 10, Sec. c of the Contract, any changes in the Contract amount or time must also be approved by the Chief Procurement Officer and memorialized in an Agreement Amendment.

#### **10.3.2. Documentation Updates**

The process for implementation of change requests shall include changes to relevant requirements, functional specs, technical specs, UX documentation and technical architecture documents, as appropriate. The change order number will be used to reference the change in all documents.

#### **10.3.3. Project Plan Updates**

The change order work will be called out in the Vendor's project plan and will be reflected in the overall project plan referenced by change order number.

### **10.4. Changes Involving Reduction of Scope or Effort**

Any reduction of scope must go through the change order process.

#### **10.4.1. Process**

Any decision to reduce scope either directly or indirectly through other changes shall be called out as a change order and go through the change order process described above. Savings in cost and schedule shall be clearly called out in addition to the other items associated with a change order (impact, rationale, etc.). The cost of the change to update documentation, code shall be clearly called out and it shall be deducted from the cost savings.

#### **10.4.2. Documents**

Requirements, functional design, technical design, UX documents, training material and operational manuals shall be updated as needed.

#### **10.4.3. Costs**

The cost associated with the original scope less any documentation updates shall be returned to the contingency budget to be available if needed with future changes.

#### **10.4.4. Project Plan**

The change order impact to the schedule will be called out in the Vendor's project plan and will be reflected in the overall integrated project plan.

## **11. Appendix A – Definitions and Acronyms**

| Term | Definition |
|------|------------|
|------|------------|

**Cook County, IL – Consolidated Case Management System**

|   |   |
|---|---|
| <b>Acceptance</b>                       | Service or Deliverable has successfully completed the County Acceptance process, and County has issued written confirmation of Acceptance   |
| <b>ADA</b>                              | American Disabilities Act   |
| <b>CCMS</b>                             | Consolidated Court Case Management System   |
| <b>CCMS Solution</b>                    | CCMS as configured to meet County requirements, and implementing it as an application Service, inclusive of all Services and Documentation necessary for planning, configuration, implementation, testing, and training as well as ongoing operations and support.  |
| <b>CIS</b>                              | Center for Internet Security  |
| <b>COUNTY</b>                           | Cook County IL Government (Cook County State's Attorney's Office)   |
| <b>COUNTY IT</b>                        | Cook County IL IT Bureau  |
| <b>CJIS</b>                             | Criminal Justice Information Services   |
| <b>Configuration</b>                    | Process of setting up the County business rules. Configuration does not require programmatic software changes.  |
| <b>Contract</b>                         | Contract #xxxxxx, effective xx/xx/yyyy  |
| <b>CRM</b>                              | Customer Relationship Management  |
| <b>COUNTYPM</b>                         | County Project Manager  |
| <b>Customization</b>                    | The creation of software code, scripts, and other directives created for enabling project functional requirements in the CCMS Solution.   |
| <b>Cut-Over</b>                         | The transition from testing the CCMS Solution to production processing, and the activities required to prepare the systems for such transition. Also called 'Go Live'   |
| <b>Defect</b>                           | An error in the software, design, implementation, performance, or execution of a component of the CCMS Solution such that the behavior experienced does not conform to the approved Documentation or Specification.   |
| <b>Deliverable</b>                      | The software, hardware, services, and all materials provided, developed, created, or discovered in connection with the performance of Vendor's obligations under the Contract, along with accompanying Documentation.   |
| <b>Documentation</b>                    | All manuals, instructions, and other documents (whether in hard copy, soft copy, or web-based form) relating to, or necessary for, the use, operation, or maintenance of any Deliverable, together with all Enhancements, corrections, modifications, and Specifications as set forth in the RFP and Contract.  |
| <b>End User</b>                         | Personnel who are authorized and enabled by County to use the CCMS Solution.  |
| <b>Enhancement</b>                      | Changes to the CCMS Solution base products that involve code development.   |
| <b>FRD</b>                              | Functional Requirements Document  |
| <b>GCC</b>                              | Microsoft 365 Government Community Cloud  |
| <b>Infrastructure</b>                   | Includes hardware, operating system, network, database and application servers, storage, middleware, and security specific to the CCMS Solution and other technologies implemented to support the CCMS Solution.  |
| <b>Interface</b>                        | Passing of data between two separate and distinct systems/applications; can be accomplished via real time or in batch mode.   |
| <b>Iterative Development Approach</b>   | In this approach elements of functionality are developed and implemented into production as they are deemed ready and approved. These are then managed in the production environment. The following elements of functionality are then tested against the production whole and moved to production as ready. This 'iterates' until the entire feature set is implemented. |
| <b>KPIs</b>                             | Key Performance Indicators  |
| <b>Legacy Systems</b>                   | County applications currently in place, which the CCMS Solution may replace or Interface with.  |
| <b>Organizational Change Management</b> | The activities, events, processes, and procedures that are employed for handling organizational transformation from one system environment to another. This relates primarily to people and business processes. County is also extending the definition to encompass changes that impact the system customers and their behavior.   |

Cook County, IL – Consolidated Case Management System

|   |  |
|---|--|
| <b>Post Go-Live Support</b>               | This stage includes activities for stabilizing the CCMS Solution and resolve defects.  |
| <b>Project Charter</b>                    | A mutually agreed upon document that will define or confirm the project mission, scope, major deliverables, project timeline, change request procedures, issue and risk management procedure, technical environments, organizational chart, roles and responsibilities and project governance procedures.  |
| <b>Project PMO</b>                        | The Vendor Project Team plus the County Leads (or other appointed representatives) and County Project Manager lead by the County Project Manager   |
| <b>RTM</b>                                | Requirements Traceability Matrix   |
| <b>SME</b>                                | Subject Matter Expert  |
| <b>Services</b>                           | Application, services, deliverables, and schedules.  |
| <b>Severity Level 1 Defect (Critical)</b> | See System Support Services Agreement (SSSA)   |
| <b>Severity Level 2 Defect (High)</b>     | See System Support Services Agreement (SSSA)   |
| <b>Severity Level 3 Defect (Medium)</b>   | See System Support Services Agreement (SSSA)   |
| <b>Severity Level 4 Defect (Low)</b>      | See System Support Services Agreement (SSSA)   |
| <b>SOW</b>                                | Statement of Work  |
| <b>Stabilization Period</b>               | Post-go-live support to County licensed end-users for thirty (30) calendar days  |
| <b>TDD</b>                                | Technical Design Document – Documents that describes in technical terms how an Enhancement or Interface will be developed. These documents when applicable will identify code, data elements, indices that will require changes and detail inputs, outputs, processing, calculations, data names, Division names, and other appropriate technical specifications such as security considerations, and restart procedures if appropriate. |
| <b>To-Be Business Process</b>             | A document that describes the steps, people, and resources involved in completing specific business activities. The to-be business process documents how the process will be executed in the future project environment.   |
| <b>Training</b>                           | The activity of training End Users.  |
| <b>UAT</b>                                | User Acceptance Testing – is the last phase of the project's software testing process. During UAT end-users have an opportunity to ensure the newly developed CCMS Solution can handle required tasks in real-world scenarios by testing requirements and business process flows in scope. UAT results require County approval to proceed onto the Go-Live milestone for production implementation.                                      |
| <b>Vendor</b>                             | Aeon Nexus Corporation   |
| <b>VPM</b>                                | Vendor Project Manager   |
| <b>VPN</b>                                | Virtual Private Network  |

EXHIBIT 2

System Support Services Agreement

## EXHIBIT 2

### SYSTEM SUPPORT SERVICES AGREEMENT

The following terms apply to the System Support Services provided by Vendor to the County to support the System Functionality of the Vendor's System. This Exhibit is incorporated into and supplements the terms and conditions of Contract No. 1930-17655 for Consolidated Management Systems ("Contract").

#### 1. SYSTEM SUPPORT SERVICES

Vendor will provide to the County the System Support Services as set forth in this Exhibit to support Vendors System. System Support Services shall include, at a minimum, all necessary services for Vendor to maintain complete System Functionality as set forth in the Contract and the Specifications. Vendor shall assist the County to install any and all patches, enhancements, updates, upgrades, and new versions of the System Software that Vendor or Microsoft makes generally commercially available upon such media or for download. Vendor shall also provide Support Services to answer operational and troubleshooting issues and provide the applicable issue resolution.

##### 1.1. SCOPE OF THE SYSTEM SUPPORT SERVICES

Vendor will provide to the County (as applicable) the application and operational support for the application as documented in the Functional Design Document and Technical Design Document and as delivered at the time of Go-Live and including any subsequent Change Requests, phases or Enhancements.

Support will include the following environments:

| Environments      | Location      | Data Set and Refresh Rates                              |
|-------------------|---------------|---|
| Development (DEV) | Vendor Tenant | Data set to be determined, refresh rate as needed       |
| County (TEST)     | County Tenant | Data from Migration/Integration, refresh rate as needed |
| Production (PROD) | County Tenant | Data from Migration/Integration, refresh rate as needed |

- Environments may be deleted by request of the County at any time. In addition, other environments may be added as agreed by the parties as needed.
- The County (TEST) and Production (PROD) environments listed above shall be managed by the County and supported by the Vendor throughout the term of the Contract.

##### 1.2. SYSTEM FUNCTIONALITY COMMITMENT

Vendor covenants and agrees that the System, as set forth in the Specifications (including any modifications made during the Implementation and Integration SOW) after completion of Acceptance Testing, and thereafter when covered by a System Support Agreement will deliver the full System Functionality as set forth in the Specifications or Vendor shall repair or replace the non-conforming items causing such non-performance at Vendor's cost. Notwithstanding the previous sentence, Vendor bears no responsibility for the System's performance and availability caused by third-party solutions or interfaces within the County's control.

#### 2. DEFINITIONS

- “**Content**” means any information (including software, source code, documentation, materials, concepts, technologies, and data, including the County materials and Information) provided by or on behalf of the County to Vendor in connection with the System Functionality. Content includes any modifications to, or derivative works of, the foregoing materials, analytics or information entered into any Vendor database as part of the System.
- “**Deliverables**” include work product, such as written reviews, recommendations, reports and analyses, produced by Consultant for the County.
- “**Documentation**” means all manuals, instructions and other documents (whether in hard copy, soft copy or web-based form) relating to, or necessary for, the use, operation or maintenance of any Deliverable, together with all enhancements, corrections, modifications and Specifications.
- “**Defect**” means as an error in the software, design, implementation, performance or execution of a component of the CCMS Solution such that the behavior experienced does not conform to the approved Documentation or Specification.
- “**Service Request**” means a request for service for something other than a Defect. Examples of this are to change an authorized support representative, alter Content that the County does not have permissions to; or to change restricted roles.
- “**Support Services**” means, as applicable, the services to configure, integrate, host (if applicable), manage and provide access to applications, software, databases, platforms, infrastructure and other tools as set forth in the Contract, Exhibits, Work Orders, and any SOW. Support Services include any Vendor’s software, equipment, and technology necessary for Vendor to support the System Functionality of the Vendor’s Solution provided to the County.
- “**System**” means the hardware, software, Specifications, Documentation and all services required for Vendor’s CCMS Solution to function as set forth in the Contract and Specifications.
- “**System Functionality**” means the System’s functionality and performance based on the Specifications.
- “**Specifications**” means the technical requirements for, and performance standards of, the CCMS Solution as set forth in, Statement of Work and any adjustments made while covered under the System Support Agreement. Unless otherwise agreed in writing, Vendor may not modify Specifications previously made available to the County in a manner that would reduce, diminish or otherwise adversely impact such Specifications.

### 3. AVAILABILITY AND CONTACTS

Vendor will make technical support available to the County by web support portal twenty-four (24) hours per day, seven (7) days per week. Vendor’s support personnel will provide the County with remote assistance for help in using and operating the System and to accept reports of bugs or Defects in the System. Vendor will ensure that each of its personnel performing any Support Services are experienced, knowledgeable and qualified in the use, maintenance and support of the System.

Vendor Contact information for technical support is as follows:

|                             |   |
|-----------------------------|---|
| Toll-Free Telephone Number: | (888) 998-AEON  |
| Website:                    | <a href="http://www.aeonnexus.com">http://www.aeonnexus.com</a>                     |
| E-Mail:                     | <a href="mailto:support@aeonnexus.com">support@aeonnexus.com</a>                    |
| Support Portal URL:         | <a href="https://www.aeonnexus.com/support/">https://www.aeonnexus.com/support/</a> |

Vendor may change any of the foregoing contact information from time to time by delivery of not less than thirty (30) days prior written notice to the County, so long as at least one number or address is at all times available for each means of contact.

County Contact information for technical support:

|                   |  |
|-------------------|--|
| Name:             |  |
| Telephone Number: |  |
| E-Mail:           |  |
| Other:            |  |

#### **4. SERVICE LEVELS AND SUPPORT**

##### **4.1. SYSTEM AVAILABILITY SERVICE LEVEL**

Vendor's System, as developed on the Microsoft Dynamics 365 platform and hosted in the Microsoft Azure Government Community Cloud in the County's tenant, shall have an uptime guarantee of at least that uptime as guaranteed by Microsoft. This Availability extends up to the interface with the County's back-end systems and any Third-Party service providers under the County's or Vendor's control. Vendor shall only be responsible for their application uptime as configured on the platform working in accordance with the Specifications; platform uptime will be covered by the County's Microsoft agreement.

##### **4.2. GENERAL SUPPORT**

- Vendor will provide all necessary resources to ensure the County has complete System Functionality (in accordance with the System Availability guarantee and Specifications) technical expertise for troubleshooting and issue resolution, and all applicable updates and upgrades to the System.
- Vendor will provide 24/7/365 web portal support for assistance in identifying and resolving Defects (in accordance with the Severity Levels and Response Times set forth in Section 4.3 and 4.4 below) and will be available to answer questions related to the operational use of the System. The web portal access will be provided to the necessary County employees identified as support administrators. When County employees log a ticket in the support portal, the appropriate Vendor team members will receive an automated email alerting them of the ticket. Whenever changes are made to the ticket, all parties at Vendor and the County will be automatically notified. If necessary, Vendor will setup a distribution list that points to a specific set of Vendor resources that support the County.
- The County will monitor the System on the Microsoft Dynamics platform to ensure that the System is functioning in accordance with the Specifications. The County will immediately report all known outages, including performance degradation, to the Vendor web portal.
- Any Vendor related non-scheduled or emergency maintenance that impacts the System must be communicated to the County immediately and tested appropriately by the County prior to implementation.

##### **4.3. SEVERITY LEVELS**

When Vendor initially detects a Defect with the System, or when the County reports to Vendor a Defect with the System, the Defect will be promptly classified by the reporting party in accordance with the following severity incident guidelines:

| Severity Incident Level            | Definition   |
|------------------------------------|--|
| <b>Severity 1 - Emergency</b>      | Production/system is down, and work cannot continue until problem is fixed, or system is executing but not usable output is generated  |
| <b>Severity 2 - Significant</b>    | Inaccurate or loss of business data. The output is not being saved correctly. Problem is occurring in a business-critical module, and there is no alternate process for the County that provides an acceptable solution. |
| <b>Severity 3 - Normal</b>         | Issue is not critical to the business or there is a County approved alternate process that provides an acceptable solution to the County for an otherwise Priority 1 or 2 issue.   |
| <b>Severity 4 – Low</b>            | Issue is not critical to the business, and there is a County approved alternate process that provides an acceptable solution to the County.  |
| <b>Severity 5 – Change Request</b> | These are items that are future enhancements or new features not currently part of the solution.   |

#### 4.4. INCIDENT RESPONSE SERVICE LEVEL

Vendor will respond to the County in accordance with the time requirements set forth in the table below.

| Severity Level | Description        | Contact Method | Response Goal  | Resolution Goal   |
|----------------|--------------------|----------------|--|---|
| <b>1</b>       | <b>Emergency</b>   | Portal/Phone   | Immediate, with email status reports every 2 hours until fixed.<br><br>Escalation to Microsoft if not fixed within 8 hours.  | All parties to work continuously until problem is solved.                               |
| <b>2</b>       | <b>Significant</b> | Portal         | 2 hours, with email status reports every 2 hours until fixed.<br><br>Escalation to Microsoft if not fixed within 48 hours.   | Work should continue a daily basis until a permanent solution is in place.              |
| <b>3</b>       | <b>Normal</b>      | Portal         | 8 hours, with email status reports daily until resolved. Priority 1 and 2 items take priority of Priority 3 tickets. If status is not “On hold”, there will be an escalation to Microsoft if it is not fixed within 72 hours. The clock resets if the ticket is put “On Hold”. | Resolution is worked into a planned project repair and development / delivery schedule. |
| <b>4</b>       | <b>Low</b>         | Portal         | 16 hours, with email status reports every 2 days until resolved. Priority 1, 2, and 3 tickets take priority over Priority 4 tickets. If status is not  | Resolution is worked into a planned project repair and development / delivery schedule. |

|   |                           |        |  |   |
|---|---------------------------|--------|--|---|
|   |                           |        | "On Hold", there will be an escalation to Microsoft if it is not fixed within 72 hours. The clock resets if the ticket is put "On Hold". |   |
| 5 | <b>System Enhancement</b> | Portal | No response other than a receipt. These items will be inserted into a list of potential enhancements.                                    | Resolution is to provide the client with a list of future enhancements. |

#### 4.5. ESCALATION

In the event the agreed upon response/resolution timeframes in the SLAs are not being met, internal and external escalation procedures may be required. There are many reasons this may occur including time constraints, frequency of occurrence, or other potential risks associated with a given problem. In this event, the County shall follow the escalation procedures as outlined below to communicate the issue and expected response time while priority of the request remains unchanged.

##### To Escalate a Help Desk Ticket:

- Update the Ticket by providing an explanation as to why the ticket is being escalated and any new or different business impacts associated with it.
- The assigned resource or other analyst or technician will contact the person escalating the Ticket within the defined Help Desk ticket Response Time in accordance with the SLA.
- If progress or the resolution timeframe is still unsatisfactory, the County POC may escalate to the Vendor Support Service Delivery Manager.

|               |     |
|---------------|-----|
| Contact Name  | TBD |
| Contact Phone |     |
| Contact Email |     |

- If progress or the resolution timeframe is still unsatisfactory, the County POC may escalate to the Vendor VP/Director of Support Services.

|               |     |
|---------------|-----|
| Contact Name  | TBD |
| Contact Phone |     |
| Contact Email |     |

#### 5. SERVICE LEVEL PERFORMANCE REMEDY

In the event Vendor does not meet the Support and Service Levels set for in this Exhibit and the County considers such performance to have critical impact to the functionality and performance of the System, Vendor shall immediately, upon request from the County, provide the following:

- A formal problem statement that states clearly the issues raised by the County

- A root cause analysis of the problem and a written corrective action plan
- A formal management reporting process for the County to see specific results of the corrective action plan
- A specific timeframe for the problem to be resolved

## **6. TRAINING AND PROFESSIONAL SERVICES**

As part of the Support Services, Vendor will provide the County with gap training/documentation that impacts the operation of the System as a result of any updates or upgrades to the System Functionality. Such training will be provided to the County at no additional costs and shall be structured to allow the Vendor to present the information to the applicable audience as efficiently as possible. Any additional professional services Vendor provides other than those incidentals to facilitate the Support Services will be provided under a separate statement of work.

## **7. ONGOING PERFORMANCE/LOAD TESTING**

- Systems Performance regression testing shall be done by the County after any major functionality modification, Service Pack implementation, or any other patching effort is made within the System.
- The County may administer the System through Microsoft's web-based administrative console, available at <https://admin.microsoft.com/>.
- Vendor will advise the County on best practices to maintain the System integrity and System Performance measures.
- Vendor shall complete full functional testing on the overall System prior to release to the County and resolve any identified bugs. Once the System passes the established tests during the System enhancement or upgrade, Vendor shall assist County IT resources to release the System to the County's production environment.

## **8. MEASUREMENT AND REPORTING**

### **8.1. MONTHLY REPORTS**

County shall monitor the System through the Microsoft Admin Console and review anomalies with Vendor on a monthly basis, if required.

### **8.2. REGULAR REVIEWS**

Vendor will engage in regular review sessions in a jointly agreeable cadence with the County to analyze any on-going problems with the System Functionality and the Support Services, analyze the root causes of both resolved and unresolved problems, and explore and employ methods of improving the Support Services generally.

### **8.3. REVIEW OF DEFECTS AND ENHANCEMENTS**

The Vendor and the County shall jointly agree on the date, duration and time for a review of service requests, Defects, upcoming releases, enhancements and any additional enhancement requests. This meeting shall occur Monthly, unless otherwise agreed to, and be a Web Conference Call.

#### **8.4. SERVICE REQUEST/DEFECT TRACKING**

The Vendor shall operate and maintain a Service Request and Defect Tracking system for the life of the System Support Agreement. Identified County support administrators shall have access to the System for the purpose of tracking the incident, adding relevant information and observing status. The System can support the inclusion of a link to the County Service/Defect Tracking information.

#### **9. APPROVED LOCATIONS**

Vendor and its authorized subcontractors will perform all Support Services from, and process, transmit, and store all Content in the United States unless non-United States locations are agreed to by the parties and identified in an applicable Exhibit, or an applicable SOW (the United States and any other such location, “**Approved Locations**”). Vendor will not move, process, transmit or store Content outside of the Approved Locations, unless required to do so in order to comply with the requirements of a governmental entity having jurisdiction over it (e.g., subpoenas or court orders). Vendor must (a) provide the County with reasonable advance written notice of the requirement (no less than fifteen (15) days in advance of any Approved Location change); (b) provide the County with a reasonable opportunity to challenge such requirement and protect the Content; and (c) cooperate with the County in such efforts.

| DESCRIPTION OF CONTENT OR SERVICES | LOCATION<br>(COUNTY, STATE AND COUNTRY)  |        |          |            |      |           |          |         |          |                  |          |                  |       |           |            |                 |         |         |            |
|------------------------------------|--|--------|----------|------------|------|-----------|----------|---------|----------|------------------|----------|------------------|-------|-----------|------------|-----------------|---------|---------|------------|
| VENDOR OFFICES                     | ALBANY, NY, USA<br>DENVER, CO, USA<br>LOS ANGELES, CA, USA ALL VENDOR RESOURCES ARE US-BASED.  |        |          |            |      |           |          |         |          |                  |          |                  |       |           |            |                 |         |         |            |
| MICROSOFT GCC DATACENTERS          | GCC DATA CENTERS EXIST IN THE FOLLOWING LOCATIONS:<br><table border="1"><thead><tr><th>Region</th><th>Location</th></tr></thead><tbody><tr><td>Central US</td><td>Iowa</td></tr><tr><td>East US 2</td><td>Virginia</td></tr><tr><td>East US</td><td>Virginia</td></tr><tr><td>North Central US</td><td>Illinois</td></tr><tr><td>South Central US</td><td>Texas</td></tr><tr><td>West US 2</td><td>Washington</td></tr><tr><td>West Central US</td><td>Wyoming</td></tr><tr><td>West US</td><td>California</td></tr></tbody></table> | Region | Location | Central US | Iowa | East US 2 | Virginia | East US | Virginia | North Central US | Illinois | South Central US | Texas | West US 2 | Washington | West Central US | Wyoming | West US | California |
| Region                             | Location   |        |          |            |      |           |          |         |          |                  |          |                  |       |           |            |                 |         |         |            |
| Central US                         | Iowa   |        |          |            |      |           |          |         |          |                  |          |                  |       |           |            |                 |         |         |            |
| East US 2                          | Virginia   |        |          |            |      |           |          |         |          |                  |          |                  |       |           |            |                 |         |         |            |
| East US                            | Virginia   |        |          |            |      |           |          |         |          |                  |          |                  |       |           |            |                 |         |         |            |
| North Central US                   | Illinois   |        |          |            |      |           |          |         |          |                  |          |                  |       |           |            |                 |         |         |            |
| South Central US                   | Texas  |        |          |            |      |           |          |         |          |                  |          |                  |       |           |            |                 |         |         |            |
| West US 2                          | Washington   |        |          |            |      |           |          |         |          |                  |          |                  |       |           |            |                 |         |         |            |
| West Central US                    | Wyoming  |        |          |            |      |           |          |         |          |                  |          |                  |       |           |            |                 |         |         |            |
| West US                            | California   |        |          |            |      |           |          |         |          |                  |          |                  |       |           |            |                 |         |         |            |

#### **10. RESERVED**

#### **11. PAYMENT**

Payment Terms for the Support Services will be as set forth in the Schedule of Compensation. Costs for the Support Services will be as set forth in the SOW.

#### **12. TERM**

The term of this Exhibit will be coterminous with the Contract, and each applicable Exhibit or SOW will have the term set forth therein.

EXHIBIT 3  
Schedule of Compensation

## Pricing and Invoice Milestones

| SOW Milestone               | Task Name                | Invoice Amount         | Duration<br>(approximate working days unless otherwise noted) |
|-----------------------------|--------------------------|------------------------|---|
| 1                           | Kickoff                  | \$ 5,400.00            | 3   |
| 2                           | Configuration            | \$ 845,000.00          | 15  |
| 3                           | JJB Discovery            | \$ 492,000.00          | 60  |
| 4                           | JJB Build                | \$ 720,000.00          | 45  |
| 5                           | JJB Migration            | \$ 195,000.00          | 30  |
| 6                           | ACB Kickoff              | \$ -                   | 1   |
| 7                           | ACB Configure            | \$ 145,000.00          | 15  |
| 8                           | JJB Integration          | \$ 225,000.00          | 30  |
| 9                           | JJB UAT                  | \$ 144,000.00          | 20  |
| 10                          | ACB Discovery            | \$ 492,000.00          | 60  |
| 11                          | JJB Training             | \$ 204,000.00          | 30  |
| 12                          | JJB Go-Live              | \$ 11,600.00           | 2   |
| 13                          | JJB Post Go-Live Support | \$ 44,000.00           | 30 calendar days  |
| 14                          | ACB Build                | \$ 720,000.00          | 45  |
| 15                          | ACB Migration            | \$ 195,000.00          | 30  |
| 16                          | ACB Integration          | \$ 225,000.00          | 30  |
| 17                          | ACB UAT                  | \$ 144,000.00          | 20  |
| 18                          | ACB Training             | \$ 102,000.00          | 15  |
| 19                          | ACB Go-Live              | \$ 11,600.00           | 2   |
| 20                          | ACB Post Go-Live Support | \$ 44,000.00           | 30 calendar days  |
| <b>IMPLEMENTATION TOTAL</b> |                          | <b>\$ 4,964,600.00</b> |   |
| SUPPORT YEAR 1              |                          | \$ -                   |   |
| SUPPORT YEAR 2              |                          | \$ 91,369.78           | (pro-rated based on go-live dates)                            |
| SUPPORT YEAR 3              |                          | \$ 411,728.00          | 365   |
| SUPPORT YEAR 4              |                          | \$ 411,728.00          | 365   |
| SUPPORT YEAR 5              |                          | \$ 411,728.00          | 365   |
| <b>SUPPORT TOTAL</b>        |                          | <b>\$ 1,326,553.78</b> |   |
| <b>GRAND TOTAL</b>          |                          | <b>\$ 6,291,153.78</b> |   |

EXHIBIT 4

Minority and Women Owned Business Enterprise Commitment



OFFICE OF CONTRACT COMPLIANCE

**Nicole Mandeville**

DIRECTOR

69 W. Washington Street – Suite 3000 • 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 MILLSER  
6th District

ALMA E. ANAYA  
7th District

LUIS ARROYO, JR  
8th District

PETER N. SILVESTR  
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

April 27, 2022

Mr. Raffi Sarrafian  
Chief Procurement Officer  
69 W. Washington St. – Suite 3000  
Chicago, IL 60602

Re: Contract No.1930-17655  
Case Management System  
State's Attorney's Office

Dear Mr. Sarrafian

The Office of Contract Compliance is in receipt of the above-reference contract and has reviewed it for compliance with the Minority- and Women- owned Business Enterprises (MBE/WBE) Ordinance. After careful review, it has been determined this amendment is responsive to the Ordinance.

Bidder: Aeon Nexus Corporation  
Contract Value: \$6,291,153.78  
Contract Goal: 35% MBE/WBE

Full MBE/ MBE Waiver Granted: Due to the lack of qualified MBEs and/or WBEs capable of providing the goods or services required by the contract.

Original MBE/WBE forms were used in the determination of the responsiveness of this contract.

Sincerely,

*Sandra Moses-Potts*

Sandra Moses-Potts  
Compliance Officer

cc: Halyna Shuruk, OCPO  
Matthew Saniie, State's Attorney's Office

**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:

| <b>Contract Type</b>  | <b>Goals</b>   |
|-----------------------|----------------|
|                       | <b>MBE WBE</b> |
| 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 [thirty-five percent (35%)].** 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](http://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](http://www.cookcountyil.gov/contractcompliance). The Joint Venture Affidavit shall be submitted with the Bid or Proposal, along with current Letter(s) of Certification.

**B. Petition for Reduction/Waiver**

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

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

### **III. REDUCTION/WAIVER OF MBE/WBE GOALS**

#### **A. Granting or Denying a Reduction/Waiver Request.**

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

### **IV. CHANGES IN CONSULTANT'S UTILIZATION PLAN**

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

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

## **V. NON-COMPLIANCE**

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

## **VI. REPORTING/RECORD-KEEPING REQUIREMENTS**

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

## **VII. EQUAL EMPLOYMENT OPPORTUNITY**

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

Any questions regarding this section should be directed to:

Contract Compliance Director  
Cook County  
69 West Washington Street, Suite 3000  
Chicago, Illinois 60602  
(312) 603-5502

EXHIBIT 5

Evidence of Insurance



AEONN1C

OP ID: L2

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/01/2022

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<br>Austin & Co., Inc.<br>20 Corporate Woods Blvd.<br>Albany, NY 12211-2366<br>Shawn T. Berger | 518-465-3591 | CONTACT NAME: <b>Shawn T. Berger</b><br>PHONE (A/C, No, Ext): <b>518-465-3591</b> FAX (A/C, No): <b>518-465-3968</b><br>E-MAIL: <b>sberger@austin-co.com</b><br>ADDRESS: |
|  |              | INSURER(S) AFFORDING COVERAGE  |
|  |              | INSURER A: <b>Sentinel Insurance Co., LTD</b> 11000  |
|  |              | INSURER B: <b>Hartford Insurance Group</b> 29424   |
|  |              | INSURER C: <b>Hartford Fire Insurance Co.</b> 19682  |
|  |              | INSURER D:   |
|  |              | INSURER E:   |
|  |              | INSURER F:   |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE   | ADDL<br>INSD                   | SUBR<br>WVD  | POLICY NUMBER      | POLICY EFF<br>(MM/DD/YYYY) | POLICY EXP<br>(MM/DD/YYYY) | LIMITS                                    |                     |
|----------|---|--------------------------------|--|--------------------|----------------------------|----------------------------|---|---------------------|
| <b>A</b> | COMMERCIAL GENERAL LIABILITY  |                                |  | <b>01SBABF3844</b> | <b>06/10/2022</b>          | <b>06/10/2023</b>          | EACH OCCURRENCE                           | \$ <b>1,000,000</b> |
|          | CLAIMS-MADE <input type="checkbox"/> OCCUR                                  |                                | X  |                    |                            |                            | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ <b>1,000,000</b> |
|          | <b>X</b> Business Owners  |                                |  |                    |                            |                            | MED EXP (Any one person)                  | \$ <b>10,000</b>    |
|          |   |                                |  |                    |                            |                            | PERSONAL & ADV INJURY                     | \$                  |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:  |                                |  |                    |                            |                            | GENERAL AGGREGATE                         | \$ <b>2,000,000</b> |
|          | POLICY <input type="checkbox"/> PRO-<br>JECT <input type="checkbox"/> LOC   |                                |  |                    |                            |                            | PRODUCTS - COMP/OP AGG                    | \$                  |
|          | OTHER:  |                                |  |                    |                            |                            |   | \$                  |
| <b>A</b> | AUTOMOBILE LIABILITY  |                                |  | <b>01SBABF3844</b> | <b>06/10/2022</b>          | <b>06/10/2023</b>          | COMBINED SINGLE LIMIT (Ea accident)       | \$ <b>1,000,000</b> |
|          | ANY AUTO OWNED AUTOS ONLY   |                                | <input type="checkbox"/> SCHEDULED AUTOS                 |                    |                            |                            | BODILY INJURY (Per person)                | \$                  |
|          | <b>X</b> HIRED AUTOS ONLY   |                                | <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY |                    |                            |                            | BODILY INJURY (Per accident)              | \$                  |
|          |   |                                |  |                    |                            |                            | PROPERTY DAMAGE (Per accident)            | \$                  |
|          |   |                                |  |                    |                            |                            |   | \$                  |
| <b>A</b> | <b>X</b> UMBRELLA LIAB <input type="checkbox"/> OCCUR                       | <b>X</b>                       | CLAIMS-MADE  | <b>01SBABF3844</b> | <b>06/10/2022</b>          | <b>06/10/2023</b>          | EACH OCCURRENCE                           | \$ <b>5,000,000</b> |
|          | EXCESS LIAB   |                                |  |                    |                            |                            | AGGREGATE                                 | \$ <b>5,000,000</b> |
|          | DED <input type="checkbox"/> <b>X</b> RETENTION \$ <b>10000</b>             |                                |  |                    |                            |                            |   | \$                  |
| <b>B</b> | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                               | <input type="checkbox"/> Y / N | N / A  | <b>01WECAP2UAE</b> | <b>06/10/2022</b>          | <b>06/10/2023</b>          | PER STATUTE                               | OTH-ER              |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) |                                |  |                    |                            |                            | E.L. EACH ACCIDENT                        | \$ <b>1,000,000</b> |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below                      |                                |  |                    |                            |                            | E.L. DISEASE - EA EMPLOYEE                | \$ <b>1,000,000</b> |
|          |   |                                |  |                    |                            |                            | E.L. DISEASE - POLICY LIMIT               | \$ <b>1,000,000</b> |
|          |   |                                |  |                    |                            |                            |   |                     |
| <b>C</b> | Errors & Omissions  |                                |  | <b>01TE0391426</b> | <b>06/10/2022</b>          | <b>06/10/2023</b>          | <b>E&amp;O</b>                            | <b>4,000,000</b>    |
|          | Cyber   |                                |  |                    |                            |                            |   |                     |

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

Per Policy Terms, Conditions, and Exclusions. Cook County, its officials, employees and agents are included at Additional Insureds on the General Liability and Umbrella Policies, on a primary and non-contributory basis, but only with respect to the Named Insured's Professional Services Agreement Contract No. 1930-17655, if required by written contract

## CERTIFICATE HOLDER

## CANCELLATION

|   |  |
|---|--|
| Cook County<br>69 W. Washington Street<br>Suite 3000<br>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<br>  |

**NOTE PAD:**

HOLDER CODE  
INSURED'S NAME **Aeon Nexus Corporation**

**AEONN1C**  
**OP ID: L2**

PAGE 2  
Date **06/01/2022**

**Waiver of Subrogation applies to General Liability, Umbrella, and Workers Compensation.**

EXHIBIT 6  
Board Authorization



# Board of Commissioners of Cook County

118 North Clark Street  
Chicago, IL

## Legislation Details (With Text)

|                      |                                |   |   |                                     |                                    |
|----------------------|--------------------------------|---|---|-------------------------------------|------------------------------------|
| <b>File #:</b>       | 22-1112                        | <b>Version:</b>   | 1   | <b>Name:</b>                        | Aeon Nexus Corporation, Albany, NY |
| <b>Type:</b>         | Contract (Technology)          | <b>Status:</b>  |   | Approved                            |                                    |
| <b>File created:</b> | 1/6/2022                       | <b>In control:</b>  |   | Technology and Innovation Committee |                                    |
| <b>On agenda:</b>    | 5/12/2022                      | <b>Final action:</b>  |   | 6/16/2022                           |                                    |
| <b>Title:</b>        | PROPOSED CONTRACT (TECHNOLOGY) |   |   |                                     |                                    |
|                      |                                | Department(s):  | Cook County State's Attorney's Office   |                                     |                                    |
|                      |                                | Vendor:   | Aeon Nexus Corporation, Albany, New York  |                                     |                                    |
|                      |                                | Request:  | Authorization for the Chief Procurement Officer to enter into and execute contract                            |                                     |                                    |
|                      |                                | Good(s) or Service(s):  | Consolidated Case Management System   |                                     |                                    |
|                      |                                | Contract Value:   | \$6,291,153.78  |                                     |                                    |
|                      |                                | Contract period:  | 7/1/2022 - 6/30/2027 with five (5), one-year renewal options  |                                     |                                    |
|                      |                                | Potential Fiscal Year Budget Impact:  | FY 2022 \$992,400.00, FY 2023 \$3,905,969.78, FY 2024 \$569,328.00 FY 2025 \$411,728.00, FY 2026 \$411,728.00 |                                     |                                    |
|                      |                                | Accounts:   | 11569.1250.21120.560227.00000.00000, P_23199  |                                     |                                    |
|                      |                                | Contract Number(s):   | 1930-17655  |                                     |                                    |
|                      |                                | Concurrence(s):   |   |                                     |                                    |
|                      |                                | The vendor has met the Minority- and Women-owned Business Enterprise Ordinance via full MBE/WBE waiver.   |   |                                     |                                    |
|                      |                                | The Chief Procurement Officer concurs.  |   |                                     |                                    |
|                      |                                | The Chief Information Officer has reviewed this item and concurs with this recommendation   |   |                                     |                                    |
|                      |                                | Summary:  |   |                                     |                                    |
|                      |                                | A contract with Aeon Nexus Corporation is requested to develop and implement a new consolidated case management information system for the State's Attorney's Office that replaces our current case management systems. This new system will replace both our Juvenile Justice cases management system that is currently using the County's mainframe and our Adult Criminal case management system that does not use the County's mainframe. This contract will allow us to retire our use of the County's mainframe.  |   |                                     |                                    |
|                      |                                | This solution will be built by Aeon Nexus Corporation using Microsoft Dynamics in Microsoft's GovCloud using a bespoke process to meet our office's specific needs for handling the different styles of cases our office handles. Features of this solution will include specific case views for our Assistant State's Attorney's, Administrative professionals, including Victim Specialists, and Investigators. The solution will include necessary integration with SAO productivity software, which is primarily Microsoft Office, Outlook, and SharePoint. The solution will also include data integration with Chicago Police Department, Clerk of the Court, and Bureau of Technologies' Enterprise Service Bus. |   |                                     |                                    |
|                      |                                | This contract is awarded through Request for Proposal (RFP) procedures in accordance with the Cook County Procurement Code. Aeon Nexus was selected based on established evaluation criteria.   |   |                                     |                                    |

**Sponsors:**

**Indexes:** KIMBERLY M. FOXX, Cook County State's Attorney

**Code sections:**

**Attachments:**

| Date      | Ver. | Action By                           | Action                 | Result |
|-----------|------|-------------------------------------|------------------------|--------|
| 6/16/2022 | 1    | Board of Commissioners              | approve                | Pass   |
| 6/15/2022 | 1    | Technology and Innovation Committee | recommend for approval | Pass   |
| 5/12/2022 | 1    | Board of Commissioners              | refer                  | Pass   |

**PROPOSED CONTRACT (TECHNOLOGY)**

**Department(s):** Cook County State's Attorney's Office

**Vendor:** Aeon Nexus Corporation, Albany, New York

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

**Good(s) or Service(s):** Consolidated Case Management System

**Contract Value:** \$6,291,153.78

**Contract period:** 7/1/2022 - 6/30/2027 with five (5), one-year renewal options

**Potential Fiscal Year Budget Impact:** FY 2022 \$992,400.00, FY 2023 \$3,905,969.78, FY 2024 \$569,328.00 FY 2025 \$411,728.00, FY 2026 \$411,728.00

**Accounts:** 11569.1250.21120.560227.00000.00000, P\_23199

**Contract Number(s):** 1930-17655

**Concurrence(s):**

The vendor has met the Minority- and Women-owned Business Enterprise Ordinance via full MBE/WBE waiver.

The Chief Procurement Officer concurs.

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

**Summary:**

A contract with Aeon Nexus Corporation is requested to develop and implement a new consolidated case management information system for the State's Attorney's Office that replaces our current case management systems. This new system will replace both our Juvenile Justice cases management system that is currently using the County's mainframe and our Adult Criminal case management system that does not use the County's mainframe. This contract will allow us to retire our use of the County's mainframe.

This solution will be built by Aeon Nexus Corporation using Microsoft Dynamics in Microsoft's GovCloud using a bespoke process to meet our office's specific needs for handling the different styles of cases our office handles. Features of this solution will include specific case views for our Assistant State's Attorney's, Administrative professionals, including Victim Specialists, and Investigators. The solution will include necessary integration with SAO productivity software, which is primarily Microsoft Office, Outlook, and SharePoint. The solution will also include data integration with Chicago Police Department, Clerk of the Court, and Bureau of Technologies' Enterprise Service Bus.

This contract is awarded through Request for Proposal (RFP) procedures in accordance with the Cook County Procurement Code. Aeon Nexus was selected based on established evaluation criteria.

EXHIBIT 7

Certification for Consulting or Auditing Services

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

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

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

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

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

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

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

**SECTION 1: CONTRACTOR'S INFORMATION**

COMPANY NAME:

*Aeon Nexus Corporation*

ADDRESS:

*138 State Street, Albany NY 12207*

TELEPHONE:

*518. 708. 8971*

CONTACT NAME:

*Meghan A. Barkley, COO*

CONTACT EMAIL:

*meghan.barkley@aeonnexus.com*

**SECTION 2: AFFILIATE INFORMATION**

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

*N/A*

**SECTION 3: CONTRACT INFORMATION**

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

---

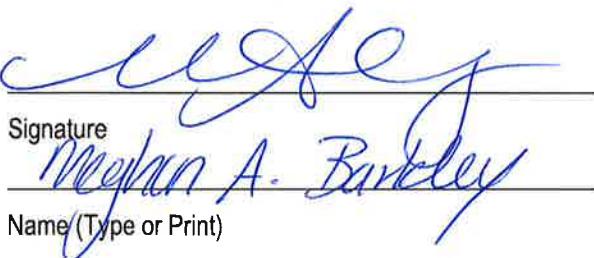
**THE CONTRACTOR ACKNOWLEDGES, UNDERSTANDS AND AGREES AS FOLLOWS:**

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

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

- b. The Contractor's Services under the Contract shall not violate Section 34-193 of the Procurement Code.
- c. The information provided herein is a material inducement to the CPO's execution of the Contract, and the CPO may rely on the information provided herein. The Contractor warrants that the information contained herein is true and correct. If the CPO determines that any information provided herein is false, incomplete, or incorrect, the CPO may terminate the Contract.

Signature



Name (Type or Print)

Title

Date



EXHIBIT 8

Cook County Information Technology Special Conditions

**Exhibit 7**  
**Cook County Information Technology Special Conditions (ITSCs)**

**1. DEFINITIONS FOR special conditions**

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

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

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

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

1.5.     ***“Contractor Confidential Information”*** means all non-public proprietary information of Contractor that is marked confidential, restricted, proprietary, or with a similar designation; provided that Contractor Confidential Information excludes County Data or information that may be subject to disclosure under Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. or other law.

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

1.7.     ***“County Confidential Information”*** means all non-public proprietary information of County, including Personally Identifiable Information and any information that is exempt from public disclosure under the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. or under the Cook County Code of Ordinances.

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

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

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

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

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

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

1.14. “**Developed Intellectual Property**” or “**Developed IP**” means Intellectual Property conceived, developed, authored or reduced to practice in the course of or in connection with the provision of the Services, including, but not limited to: (a) modifications to, or enhancements (derivative works) of, the County IP; (b) Developed Software; and (c) modifications to or enhancements (derivative works) of, Third Party Intellectual Property to the extent not owned by the licensor of the Third Party IP under the terms of the applicable license.

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

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

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

1.18. “**Personally Identifiable Information**” means personal data or information that relates to a specific, identifiable, individual person, including County personnel. For the avoidance of doubt, Personally Identifiable Information includes the following: (a) any government-issued identification numbers (e.g., Social Security, driver’s license, passport); (b) any financial account information, including account numbers, credit card numbers, debit card numbers, and other Cardholder Data; (c) Criminal Justice Information; (d) Protected Health Information; (e) Biometric Information; (f) passwords or other access-related information associated with any user account; and (g) any other personal data defined as personally identifiable information under the breach notification laws of the fifty states.

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

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

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

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

## **2. SERVICES AND DELIVERABLES**

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

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

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

## **3. LEGAL COMPLIANCE**

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

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

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

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

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

## **4. WARRANTIES**

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

4.2. Developed Software. Contractor represents and warrants that all developed software will be free from material errors in operation and performance, will comply with the applicable documentation and specifications in all material respects, for twelve (12) months after the installation, testing and acceptance of such developed software by the County. Any repairs made to developed software pursuant to this Section will receive a new twelve (12) month warranty period in accordance with the terms of this Section.

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

4.4. Access to County Data. Contractor represents and warrants that Contractor has not and will not prevent, or reasonably fail to allow, for any reason including without limitation late payment or otherwise, the County’s access to and retrieval of County Data.

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

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

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

## 5. INTELLECTUAL PROPERTY

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

5.2. Developed Intellectual Property. Contractor hereby irrevocably and unconditionally assigns, transfers and conveys to the County without further consideration all of its right, title and interest in such Developed IP, which assignment will be effective as of the creation of such works without need for any further documentation or action on the part of the Parties. Contractor agrees to perform any actions as may reasonably be necessary, or as the County may reasonably request, to perfect the County’s ownership of any such Developed IP.

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

## 6. COUNTY DATA AND CONFIDENTIALITY

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

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

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

## 7. DATA SECURITY AND PRIVACY

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

7.2. Information Access. Contractor may not attempt to or permit access to any County Confidential Information by any unauthorized individual or entity. Contractor must provide its personnel only such access as is minimally necessary for such persons/entities to perform the tasks and functions for which they are responsible. Contractor will, upon request from the County, provide the County with an updated list of those personnel having access to County Data and the level of such access.

7.3. Contractor as a Data Processor. Contractor understands and acknowledges that, to the extent that performance of its obligations hereunder involves or necessitates the processing of Personally Identifiable Information, it will act only on instructions and directions from the County.

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

## 8. AUDIT RIGHTS

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

## **9. EXIT ASSISTANCE**

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

## **10. MISCELLANEOUS**

10.1. Survival. Sections 1 (Definitions for Special Conditions), 5 (Intellectual Property), 9 (Data Breach), and 10 (Audit Rights) will survive the expiration or termination of this Agreement for a period of five (5) years (and Sections 6 (County Data and Confidentiality) and 13 (Miscellaneous) will survive for a period of ten [10] years) from the later of (a) the expiration or termination of this Agreement (including any Exit Assistance Period), or (b) the return or destruction of County Confidential Information as required by this Agreement.

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 will expressly include County and vice versa.

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

EXHIBIT 9

Cook County Travel and Business Expenses Policy and Procedures



# Cook County Travel and Business Expenses Policy and Procedures

**Adopted: FY 2017**

# Cook County Travel and Business Expenses Policy and Procedures

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# Cook County Travel and Business Expenses Policy and Procedures

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## INTRODUCTION

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

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

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

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

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

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

## APPLICABILITY

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

## GENERAL PRINCIPLES AND REQUIREMENTS

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

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

# **Cook County Travel and Business Expenses Policy and Procedures**

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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.

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## **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

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## 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

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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

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## 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

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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 traveler's 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

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## **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**

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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**

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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

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## 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);

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- 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

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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**

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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**

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## **APPENDIX 1**

### **Travel Expense Voucher**

# **Cook County Travel and Business Expenses Policy and Procedures**

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## **APPENDIX 2**

### **Travel Request Form**

# **Cook County Travel and Business Expenses Policy and Procedures**

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## **APPENDIX 3**

### **Travel Reimbursement Voucher**

EXHIBIT 10

System Requirements Matrix

**Directions for Proposer Response and Comments***Under "Proposer Response" indicate one of the following by entering the appropriate letter:*

Y = yes, proposer has existing and fully developed feature that is part of the basic system package

E = enhancement, proposer has current and fully developed feature available at additional cost

C = custom, proposer does not currently have feature but could develop it

N = proposer does not have feature available

O = other, proposer requires explanation that does not fit any of the above choices

Under "Proposer Comments" include the following: specific additional costs for enhancements, custom features, and "other" if applicable; estimated release dates for custom features; and any additional information relevant to the proposer's ability to meet the specification.

**PROPOSER NAME:** Aeon Nexus Corporation

| Specification                      |   | R=required<br>SP=strongly preferred<br>P=preferred | Proposer Response | Proposer Comments  |
|------------------------------------|---|--|-------------------|--|
| <b>GENERAL SYSTEM REQUIREMENTS</b> |   |  |                   |  |
| SR1                                | System database can operate on MS SQL 2012 or later   | R  | Y                 | Our proposed solution is hosted in the Microsoft Azure Government Community Cloud (GCC) and relies on the latest stable version of the Microsoft SQL Server database engine.   |
| SR2                                | System application is based on MS.net or development environment that can interface with MS.          | R  | Y                 | JusticeNexus is built on the Microsoft Dynamics 365 framework, and is based on MS .NET.  |
| SR3                                | System user-facing interface is web-based   | R  | Y                 | JusticeNexus is entirely web-based.  |
| SR4                                | System user-facing interface is browser-agnostic  | SP   | Y                 | JusticeNexus is browser agnostic.  |
| SR5                                | System is client workstation operating system agnostic  | SP   | Y                 | JusticeNexus is entirely client operating system agnostic. Available browser versions are dictated by computer operating systems compatibility.  |
| SR6                                | System can work on MS Windows 8.1 or later  | R  | Y                 | JusticeNexus is entirely client operating system agnostic. Available browser versions are dictated by computer operating systems compatibility.  |
| SR7                                | System can work on Mac OS Yosemite or later   | SP   | Y                 | JusticeNexus is entirely client operating system agnostic. Available browser versions are dictated by computer operating systems compatibility.  |
| SR8                                | System database can operate in clustered environment  | R  | Y                 | As a fully Software-as-a-Service (SaaS) hosted solution, the County does not have to concern itself with hardware and clustering as this is taken care of by Microsoft Azure in our proposal.  |
| SR9                                | System application can operate in distributed/load balanced environment                               | R  | Y                 | As a fully Software-as-a-Service (SaaS) hosted solution, the County does not have to concern itself with load balancing as this is taken care of by Microsoft Azure in our proposal.   |
| SR10                               | System database can operate in virtualized environment  | SP   | Y                 | While our solution as proposed is hosted in the GCC, the solution can be hosted in an on premise environment. In an on premise environment, our solution's SQL database can operate in a virtualized environment.  |
| SR11                               | System application can operate in virtualized environment   | SP   | Y                 | While our solution as proposed is hosted in the GCC, the solution can be hosted in an on premise environment. In an on premise environment, our solution's application can operate in a virtualized environment.   |
|                                    | System can support at least 250 concurrent users  | R  | Y                 | Our solution can support an unlimited number of users without latency or service degradation.  |
|                                    | System can provide less than 3 second response times for most transactions                            | R  | Y                 |  |
| SR12                               | System has well-documented API  | R  | Y                 | Our proposed solution includes a well-documented API. API and software development kit (SDK) documentation is available from Microsoft. Examples are available here: <a href="https://docs.microsoft.com/en-us/rest/dynamics365/">https://docs.microsoft.com/en-us/rest/dynamics365/</a>   |
| SR13                               | System can send messages to MS Exchange Azure   | R  | Y                 | Our Microsoft Dynamics-based solution offers native integration with Microsoft Office and Exchange Azure.  |
| SR14                               | System can receive messages from MS Exchange Azure  | R  | Y                 | Our Microsoft Dynamics-based solution offers native integration with Microsoft Office and Exchange Azure.  |
| SR15                               | System can interface with MS AD Azure for account creation  | R  | Y                 | Our solution relies on Microsoft AD Azure for identification and authentication, including account creation.   |
| SR16                               | System can interface with MS AD Azure for basic system access   | R  | Y                 | Our solution relies on Microsoft AD Azure for basic system access. The JusticeNexus solution also includes a role-based security matrix described in detail in response SR17.  |
| SR17                               | System has granular, role-based internal security structure that can be associated with user accounts | R  | Y                 | JusticeNexus relies on a configurable, role-based security matrix. This role-based security matrix utilizes user and group-level roles defined by the County using a point-and-click interface to control data access, capable of affording the County very granular levels of security. Further, the system can be configured to allow certain securitized users Create and Update access, while limiting other users to Read-Only access. For all case data housed in our proposed solution, only those with proper permissions have access to specific data. During implementation, Aeon Nexus will work with the County to define specific security roles, groups and access types, and to provide knowledge transfer to allow the County to administer security autonomously. |
| SR18                               | System can restrict individual case access on a per-user basis  | R  | Y                 | Our solution supports the ability for the County to restrict access on a per-user basis. Permissions inherited from the user's role may be overridden at the user level.   |
| SR19                               | System can restrict access on at case-type level  | R  | Y                 | The JusticeNexus security matrix can restrict access at the case level.  |

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| SR20 | System provides audit capabilities across all transactions, including administrative/account modification activity  | R  | Y | <p>JusticeNexus provides a full audit history of each record within the system, regardless of record or transaction type. Audit records are updated with time stamps and user information to memorialize when information is changed, which user modified a field, the "before" value, the "after" value and a timestamp of when the activity occurred.</p> <p>JusticeNexus records metadata regarding each transaction and saves that information to an audit history that can be accessed by properly permissioned users. The audit feature tracks changes made to data in JusticeNexus, including administrative/account modification activity. Auditing is performed both globally across the entire solution, and discretely at the case level, including changes to all digital assets including cases, events, documents, etc.</p> <p>JusticeNexus allows the County to keep a full audit trail of all records in the system, including when users simply log in to the system. Audit records are only available to users with proper permissions.</p>   |
| SR21 | System provides audit capabilities across all transactions recording exact information changed during a transaction | R  | Y | See detailed response to SR20.  |
| SR22 | System provides end user-friendly error messaging   | SP | Y | Error messages are displayed using a familiar Microsoft paradigm, providing the user the chance to correct data entry errors prior to committing them to the database.  |
| SR23 | System will alert IT personnel via email, text or other method regarding any major system issues                    | SP | Y | <p>Microsoft regularly communicates work done to maintain Dynamics 365 to ensure security, performance, and availability, and to provide new features and functionality. Microsoft communicates details of service incidents including the potential user experience, the start and end times of the incident, and any workaround that may be available. For each of these activities, communication is provided through the Microsoft 365 Admin center in the Message Center, and the Service health dashboard.</p> <p>From time-to-time, Microsoft may also send direct email to users with the System Administrator role in a specifically impacted environment. For example, during a service incident, Microsoft attempts to deliver an organization-specific email to impacted System Administrators.</p>   |
| SR24 | System incorporates workflow functionality that can be modified by authorized users                                 | R  | Y | <p>JusticeNexus includes robust workflow functionality that can be configured to automatically trigger when a set of criteria is met/not met, or a County-defined trigger is activated. Workflows can be simple or complex and can be run manually, or automatically when a set of criteria is met/not met, or a trigger is activated. Properly permissioned users can specify multiple triggers to initiate a workflow, such as:</p> <ul style="list-style-type: none"> <li>• Changes to values in the case record;</li> <li>• Field updates;</li> <li>• Specific value(s) saved to specific field(s);</li> <li>• Preset conditions; or</li> <li>• Dynamic conditions.</li> </ul> <p>Users can configure triggers and workflows to be multi-pronged and based on data combinations, activities, or external data. Properly permissioned County users can add, modify, and delete workflows through a point-and-click interface, as the County's business needs or routing rules change. Workflows in JusticeNexus can contain a variety of action items, including:</p> <ul style="list-style-type: none"> <li>• Case assignment;</li> <li>• The automated scheduling of activities;</li> <li>• Notifications via email or Short Message Service (SMS) reminding a user that a task needs to be completed;</li> <li>• Notification that a document has been loaded to the system; or</li> <li>• Notifying the specially assigned prosecutor when a hearing or motion filed is scheduled on a case or changes are made to the case, for example.</li> </ul> |
| SR25 | System can send messages to users at the user, role and system level  | R  | Y | JusticeNexus can send messages to users via email or SMS at the user, role, and system level. Further, using the "@" symbol when entering a new message, users can tag other County users when posting notes to the case record, automatically triggering notification to the intended recipient of the message.  |
| SR26 | System can send messages to users at the user, role and system level on the basis of workflow conditional settings  | R  | Y | <p>Workflows can be used to automate notifications to users via email and or SMS at the user, role and system level.</p> <p>Manual and automated workflows can be leveraged to minimize "down-time" related to cases that require action.</p> <p>By utilizing automated workflows and system notifications, users can concentrate on tasks assigned to them as cases move through the process, and the public can be provided with information, insight and data as deemed necessary.</p> <p>Further, using the "@" symbol when entering a new message, users can tag other County users when posting notes to the case record, automatically triggering notification to the intended recipient of the message.</p>   |
| SR27 | System has ability to seal records based on user input  | R  | Y | Our solution supports the ability for the County to mark cases as confidential and seal records, based on input from properly permissioned County users.  |
| SR28 | System has ability to expunge records based on user input   | R  | Y | JusticeNexus offers the ability for properly permissioned County users to completely expunge records based on user input.   |

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| SR29 | System allows for user-created fields in user interface on the basis of user authorization level  | SP | Y | Properly permissioned County users may create an unlimited number of user-defined fields.   |
| SR30 | System allows for end user to create case-level links to files external to the system   | R  | Y | Our solution offers the ability to users to add notes and other information to a case, including links to files external to the solution. As a web-based solution, the links URLs will be displayed as clickable links that may open in a new tab within the same browser session. Files will open in their native format using tools available at the operating system level, if not capable of rendering within the browser.  |
| SR31 | System provides functionality to store end user contact information   | R  | Y | Our solution includes contact information for end users, including the ability for the County to create user-defined fields.  |
| SR32 | System allows end users to modify contact information   | SP | Y | Properly permissioned end users may modify contact information stored within our proposed solution.   |
| SR33 | System allows provides functionality to classify system data according to current NIEM standards  | SP | Y | Our solution supports the ability for the County to classify system data according to NIEM standards.   |
| SR34 | System allows for staging data for incorporation into system from external data providers   | R  | Y | <p>As part of implementation, Aeon Nexus will work with the County to define processes to allow the County to stage data from external data providers, including the ability to provide access to data for reporting purposes, or to assist clerks in preparing data for case intake, etc.</p> <p>If so desired, the County may leverage Microsoft's Office 365 Advanced Threat Protection (ATP) to safeguard the County against malicious threats posed by email messages, links, URLs, and collaboration tools.</p>   |
| SR35 | System allows for staging data for presentation to external data providers  | R  | Y | As part of implementation, Aeon Nexus will work with the County to define a process to allow the County to stage data for presentation to external data providers.  |
| SR36 | System provides field-level validation for required fields during data modification   | R  | Y | JusticeNexus allows the County to denote fields as required with a red asterisk (*), or as "business suggested" as a blue plus sign (+), that will allow users to bypass entry when necessary.  |
| SR37 | System provides field-level validation for data-formatting on designated fields during data modification  | SP | Y | All data entered into JusticeNexus is validated using field-level format validation prior to committing it to the database.   |
| SR38 | System user interface complies with current accessibility requirements and guidelines -- i.e. W3C WAI standards and others  | SP | Y | Our solution is 100% W3C, WAI, WCAG 2.0 AA, and Section 508-compliant, as well as meeting other standards not mentioned in this response.   |
| SR39 | System allows user to file all court-related documents with multiple external filing service providers including, but not limited to, Office of the Chief Judge of Cook County's C5 system and the Clerk of the Circuit Court of Cook County's Odyssey Efile System | SP | Y | During implementation, Aeon Nexus will work with the County to interface the JusticeNexus solution with the County's trading partners, including the Office of the Chief Judge of Cook County's C5 system and the Clerk of the Circuit Court of Cook County's Odyssey Efile System, prior to Go-Live.   |
| SR40 | System allows for receipt of notifications of successful filing from external filing systems  | SP | Y | Our solution will be configured to provide the County with the ability to submit cases to a job that will then extract the necessary metadata and documentation, then send it to external filing systems. Once the external system accepts it, JusticeNexus will update the case status, including information included in the external system response.  |
| SR41 | System allows for incorporation of successful filing notifications into the case  | SP | Y | See detailed response to SR40.  |
| SR42 | System provides functionality for sending documents in addition to data to external systems   | R  | Y | See detailed responses to SR39 and SR40.  |
| SR43 | System provide functionality for receiving documents in addition to data from external systems.   | R  | Y | Our solution can accept externally generated documents. If needed, the County can choose to leverage ATP to safeguard against malicious threats posed by email messages, links, externally generated documents and collaboration tools.   |
| SR44 | System provides functionality to interface with reporting application platforms such as Crystal Reports, Microsoft Reporting Services, and Power BI   | R  | Y | <p>Our solution leverages Microsoft SQL Server Reporting Services to provide ad hoc report generation to the County.</p> <p>JusticeNexus can integrate seamlessly with the County's preferred reporting tool, including Microsoft Power BI, capable of producing vivid, dynamic and interactive business intelligence reports. Microsoft Power BI provides feature-rich, dynamic reports that can include data from disparate sources external to JusticeNexus. Power BI allows users to interact with reports to highlight specific data within a dashboard and see that data reflected in other dashboards. It allows users to drill through and into aggregate data to expose more granular details. Pricing for Microsoft Power BI has not been included with this response and is licensed separately from Microsoft.</p> <p>The County may also use Crystal Reports or any other industry-standard reporting package to produce reports using data from JusticeNexus.</p> |

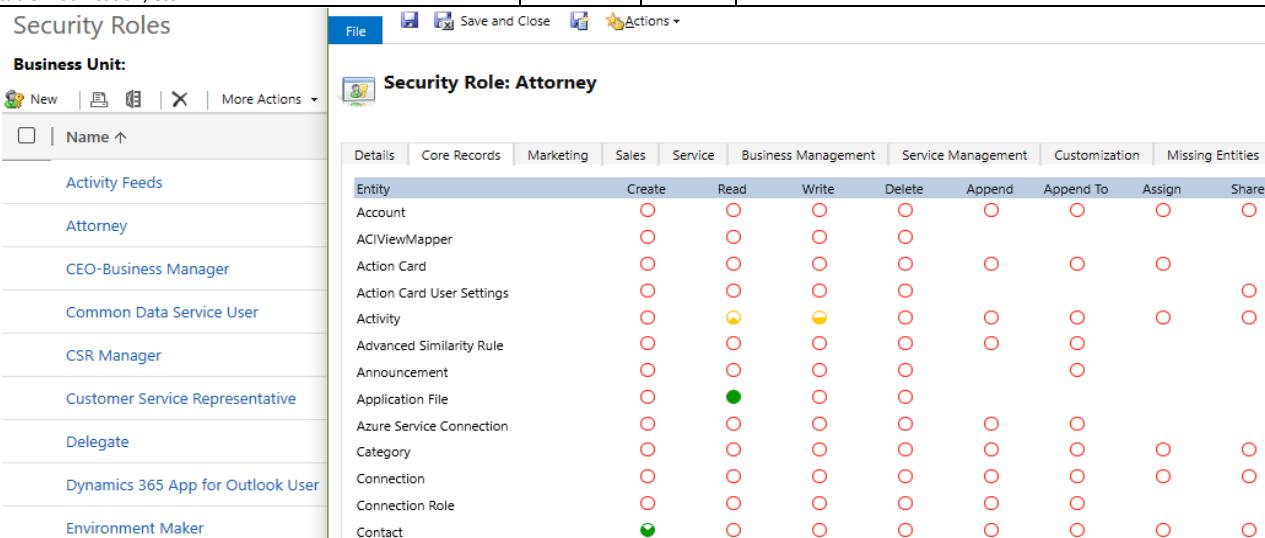
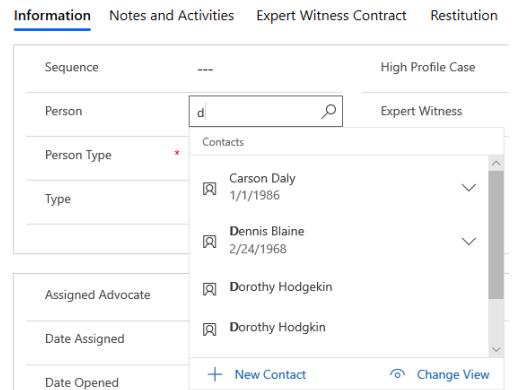


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|------|--|----|---|--|
| SR45 | System can generate documents via internal functionality   | R  | Y | Our solution offers native integration with Microsoft Office, allowing County users to quickly and easily generate new Office documents from within the JusticeNexus interface, or using locally installed Office tools.   |
| SR46 | System can generate documents that display via Microsoft Office applications installed local to client machines        | R  | Y | Our native integration supports both online Office tools as well as locally installed Office tools.  |
| SR47 | System can generate documents that display on client machine as editable documents                                     | R  | Y | See detailed responses to SR45 and SR46.   |
| SR48 | System provides ability to save any changes made to edited documents by end user                                       | R  | Y | Properly permissioned users may save changes made to documents. Our solution provides version control, as well as an audit history that records which County user made changes and the "before" and "after" values.  |
| SR49 | System allows user to re-open any non-final document for further editing   | R  | Y | See detailed response to SR 48.  |
| SR50 | System allows for user to save any final documents directly to case  | R  | Y | County users may save documents directly to the SharePoint repository associated with the case in JusticeNexus.  |
| SR51 | System stores all system-generated documents in storage external to application and database                           | R  | Y | Our solution leverages native integration with Microsoft SharePoint for document storage, retrieval, administration and management. All supporting case documents and digital assets may be stored separately from JusticeNexus and its supporting database.   |
| SR52 | System provides functionality allowing for document generation on based on system-internal templates                   | R  | Y | Document templates can be created, edited or customized by properly permissioned users and versioned to meet new requirements. These templates will be available throughout the system to be used in processing and to provide uniformity and compliance.  |
| SR53 | System provides functionality allowing development of document templates   | R  | Y | Permissioned users may upload document templates to the solution to be utilized by other County users throughout JusticeNexus.   |
| SR54 | System provides functionality allowing development of document templates using MS Office Applications                  | SP | Y | Our native integration with Microsoft Office allows County users to use Microsoft Office tools to create document templates and upload them to JusticeNexus, to be used by other County users.   |
| SR55 | System provides component functionality where components can pull system data into documents for generation automation | R  | Y | JusticeNexus allows County users to generate documents from templates, auto-filling data into these documents from JusticeNexus to support document generation automation.   |
| SR56 | System provides functionality to allow authorized end-users to develop components as needed                            | SP | Y | Authorized County end users may develop screens, workflows, and other custom components as needed.   |
| SR57 | System provides functionality to allow grouping of templates that can be generated together                            | R  | Y | JusticeNexus allows County users to group templates and generate them in a batch at one time.  |
| SR58 | System provides system-wide search functionality   | R  | Y | JusticeNexus provides a Global Search function. Global Search is an easy-to-use categorized search feature that can be used to search for any data in our solution, regardless of entity. This search capability supports wildcard searches, full or partial searches, and searches by any parameter. Users can filter results based on entity type. |

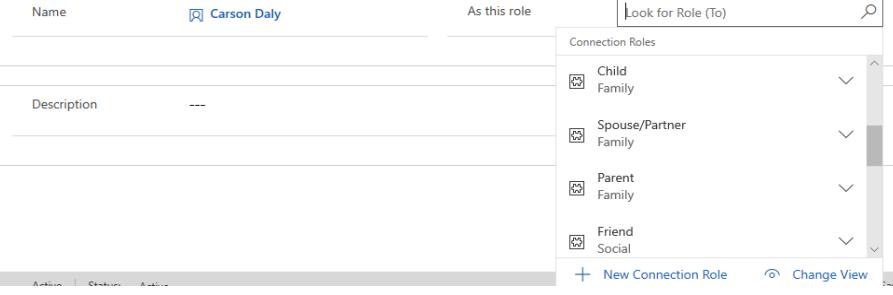
|  |  |
|--|--|
|  | <p>Categorized Search ▾</p> <p>*car</p> <p>Filter with <span>None</span></p> <p>Contact Activity Case Defendant Investigation Matter</p>   |
|  | <p>Contacts</p> <p>Anita Newcar<br/>AN<br/>----<br/>----</p> <p>Belinda Carlisle<br/>BC<br/>----<br/>----</p> <p>Carson Daly<br/>CD<br/>123-43-1111<br/>1/1/1986</p> <p>Cases</p> <p>CAS-01009-20190805<br/>CA<br/>----<br/>UrgentCare issue</p> |

|      |   |   |   |   |
|------|---|---|---|---|
| SR59 | System provides functionality for end user to assemble custom search based on available database fields | R | Y | JusticeNexus provides the ability to search for case records by combinations of parameters. The Advanced Find tool in JusticeNexus includes a multitude of operands, as well as lookup functionality to allow users to assemble complex queries without the use of Structured Query Language (SQL). Results can be exported to Excel, saved, shared, etc. All data collected within JusticeNexus is searchable. |
|------|---|---|---|---|

|      |  |
|------|--|
|      | <p>FILE ADVANCED FIND</p> <p>Query Saved Views Results Show New Save As Edit Columns View Group AND Group OR Details Query Download Fetch XML Debug</p> <p>Look for: Cases</p> <p>Received Date Last 7 Days</p> <p>Assigned Attorney Equals Dennis Blaine</p> <p>Case Type Equals Enter Value: Case Type</p> <p>Select</p> <p>Does Not Equal Contains Data Does Not Contain Data Contains Does Not Contain Begins With Does Not Begin With Ends With Does Not End With</p> |
| SR60 | System limits search-return results on the basis of user authorization level   |

|      |  |    |   |  |
|------|--|----|---|--|
| SR61 | System returns search results in less than 5 seconds regardless of search complexity   | SP | Y |  |
| SR62 | System provides security to limit access to administrative functions based on role - user creation, role modification, code table modification, etc... | R  | Y | All search results are "security trimmed" to only display and allow access to information based on current user authorization level.   |
|      |    |    |   |  |
| SR63 | System allows for addition, modification and deactivation of lookup table values   | R  | Y | Properly permissioned County users may add, modify, and deactivate lookup table values.  |
| SR64 | System allows for addition, modification and deactivation of transactional table values  | R  | Y | Properly permissioned County users may add, modify, and deactivate transactional table values.   |
| SR65 | System allows for retrieval of audit logs  | R  | Y | See detailed response to SR20.   |
| SR66 | System allows for retrieval of audit logs on the basis of user role  | R  | Y | See detailed response to SR20.   |
| SR67 | System allows for creation of multiple case-types  | R  | Y | Our solution offers the ability for permissioned users to create unlimited case types.   |
| SR68 | System allows for automated case-initiation via data from external data provider   | R  | Y | Our solution offers the ability to initiate a case automatically when data from an external provider is added to the system. This functionality can be configured using automated workflows to meet the specific requirements of the County.   |
| SR69 | System allows user to preview and select data on a field level when data is pulled from external data provider during automated case creation          | R  | Y | JusticeNexus offers "Virtual Entities" (Tables) that allow County users to query and pull data from external data provider APIs, and include this selected data in automated case creation.  |
| SR70 | System allows for case-duplication   | R  | Y | The JusticeNexus system will allow case-duplication based on the criteria/fields defined by County.  |
| SR71 | System allows for person-level linking across system for related cases   | R  | Y | <p>Our solution includes the concept of contact records. A contact record represents an individual defined within JusticeNexus. This individual may play differing roles in separate cases.</p> <p>Our solution provides a combined view of all activities each individual is involved in, including the role they play in each case, e.g. plaintiff, victim, witness, defendant, etc.</p> |
|      |    |    |   |  |
| SR72 | System allows for automated person look up across system for incorporation into case during intake   | R  | Y | JusticeNexus relies on lookup tables and drop-down menus whenever possible, to aid County end-users in proper data entry. All lookup fields offer "typeahead" - also known as auto-complete or autosuggest - to provide suggestions to County users as they type in a lookup field, changing with each user keystroke to provide increasingly accurate predictions.                        |
|      |    |    |   |  |
| SR73 | System allows for case categorization via selection by user from pre-established lookup list   | R  | Y |  |
| SR74 | System allows for the selection of certain flags at the case level - media sensitive, employee participant relationship, etc...                        | R  | Y | During implementation, Aeon Nexus will work with the County to define the specific flags required to support County processes. JusticeNexus allows the County to define unlimited user-defined fields.   |

|   |   |                     |                  |   |            |  |                     |                  |              |  |            |       |             |     |            |  |       |       |              |     |            |       |             |     |          |     |           |     |             |     |          |     |                    |     |  |  |           |     |          |    |  |  |                    |     |   |  |  |  |  |          |  |       |     |            |     |
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| SR75  | System allows for end user notification internal to the system based on flag or category type selected immediately following case initiation  | R                   | Y                | Aeon Nexus will work with the County to define an automated workflow that will trigger end user notifications based on flags and or category type, immediately following case initiation.   |            |  |                     |                  |              |  |            |       |             |     |            |  |       |       |              |     |            |       |             |     |          |     |           |     |             |     |          |     |                    |     |  |  |           |     |          |    |  |  |                    |     |   |  |  |  |  |          |  |       |     |            |     |
| SR76  | System allows for end user notification via email based on flag or category type selected immediately following case initiation   | R                   | Y                | Aeon Nexus will work with the County to define an automated workflow that will trigger end user notifications to individuals, groups, roles and/or queues via email based on flags and/or category type, immediately following case initiation.   |            |  |                     |                  |              |  |            |       |             |     |            |  |       |       |              |     |            |       |             |     |          |     |           |     |             |     |          |     |                    |     |  |  |           |     |          |    |  |  |                    |     |   |  |  |  |  |          |  |       |     |            |     |
| SR77  | System allows for saving case development progress during initiation  | R                   | Y                | A County user needs to only enter required fields to save a case during initiation. Aeon Nexus will work with the County during implementation to define which initial fields are required to save a record.  |            |  |                     |                  |              |  |            |       |             |     |            |  |       |       |              |     |            |       |             |     |          |     |           |     |             |     |          |     |                    |     |  |  |           |     |          |    |  |  |                    |     |   |  |  |  |  |          |  |       |     |            |     |
| <b>VENDOR TECHNICAL AND SUPPORT REQUIREMENTS</b>  |   |                     |                  |   |            |  |                     |                  |              |  |            |       |             |     |            |  |       |       |              |     |            |       |             |     |          |     |           |     |             |     |          |     |                    |     |  |  |           |     |          |    |  |  |                    |     |   |  |  |  |  |          |  |       |     |            |     |
| VR1   | Vendor has MS SQL development expertise on staff  | R                   | Y                | Aeon Nexus is a Microsoft Gold Partner, and Microsoft President's Club for Dynamics member and has SQL development expertise on staff.  |            |  |                     |                  |              |  |            |       |             |     |            |  |       |       |              |     |            |       |             |     |          |     |           |     |             |     |          |     |                    |     |  |  |           |     |          |    |  |  |                    |     |   |  |  |  |  |          |  |       |     |            |     |
| VR2   | Vendor has Microsoft .net or relevant application development expertise on staff  | R                   | Y                | This solution implementation will be staffed with Microsoft-certified Aeon Nexus personnel.   |            |  |                     |                  |              |  |            |       |             |     |            |  |       |       |              |     |            |       |             |     |          |     |           |     |             |     |          |     |                    |     |  |  |           |     |          |    |  |  |                    |     |   |  |  |  |  |          |  |       |     |            |     |
| VR3   | Vendor will provide in-depth system training on site at SAO   | R                   | Y                | We have provided detail regarding our system training offerings elsewhere in our response to this RFP.  |            |  |                     |                  |              |  |            |       |             |     |            |  |       |       |              |     |            |       |             |     |          |     |           |     |             |     |          |     |                    |     |  |  |           |     |          |    |  |  |                    |     |   |  |  |  |  |          |  |       |     |            |     |
| VR4   | Vendor will provide report development training on site at SAO  | R                   | Y                | As part of training, Aeon Nexus will provide the County with report development training.   |            |  |                     |                  |              |  |            |       |             |     |            |  |       |       |              |     |            |       |             |     |          |     |           |     |             |     |          |     |                    |     |  |  |           |     |          |    |  |  |                    |     |   |  |  |  |  |          |  |       |     |            |     |
| VR5   | Vendor will provide detailed training materials for end-users   | R                   | Y                | Detailed training materials will be developed based on specific use cases defined by the County and distributed during training. Aeon Nexus will also provide a library of short videos to aid the County in performing routine tasks.  |            |  |                     |                  |              |  |            |       |             |     |            |  |       |       |              |     |            |       |             |     |          |     |           |     |             |     |          |     |                    |     |  |  |           |     |          |    |  |  |                    |     |   |  |  |  |  |          |  |       |     |            |     |
| VR6   | Vendor will provide detailed training materials for administrative users  | R                   | Y                | We have provided detail regarding our administrative training offerings elsewhere in our response to this RFP.  |            |  |                     |                  |              |  |            |       |             |     |            |  |       |       |              |     |            |       |             |     |          |     |           |     |             |     |          |     |                    |     |  |  |           |     |          |    |  |  |                    |     |   |  |  |  |  |          |  |       |     |            |     |
| VR7   | Vendor will provide detailed training materials for SAO IT personnel  | R                   | Y                | Detailed training materials will be developed for SAO IT personnel based on specific use cases defined by the County and distributed during training.   |            |  |                     |                  |              |  |            |       |             |     |            |  |       |       |              |     |            |       |             |     |          |     |           |     |             |     |          |     |                    |     |  |  |           |     |          |    |  |  |                    |     |   |  |  |  |  |          |  |       |     |            |     |
| VR8   | Vendor has client experience in the Juvenile Justice prosecutorial case management area with clients that have similar scope with regard to data management and case volume   | R                   | Y                | Aeon Nexus has hands-on experience with Juvenile Justice prosecutorial case management. We implemented a Juvenile Justice case management solution for the County of Riverside using this same platform and solution.   |            |  |                     |                  |              |  |            |       |             |     |            |  |       |       |              |     |            |       |             |     |          |     |           |     |             |     |          |     |                    |     |  |  |           |     |          |    |  |  |                    |     |   |  |  |  |  |          |  |       |     |            |     |
| VR9   | Vendor provides 24/7/365 support ability  | SP                  | Y                |   |            |  |                     |                  |              |  |            |       |             |     |            |  |       |       |              |     |            |       |             |     |          |     |           |     |             |     |          |     |                    |     |  |  |           |     |          |    |  |  |                    |     |   |  |  |  |  |          |  |       |     |            |     |
| VR10  | Vendor provides hotline telephone support for a minimum of 12 hours per day   | R                   | Y                |   |            |  |                     |                  |              |  |            |       |             |     |            |  |       |       |              |     |            |       |             |     |          |     |           |     |             |     |          |     |                    |     |  |  |           |     |          |    |  |  |                    |     |   |  |  |  |  |          |  |       |     |            |     |
| VR11  | Vendor supports maximum 2 hour SLA for hotline response to client   | R                   | Y                | Our standard Service Level Agreement (SLA) has been included with this response as Appendix C. Should the County require quicker response times then defined therein, this SLA is negotiable.   |            |  |                     |                  |              |  |            |       |             |     |            |  |       |       |              |     |            |       |             |     |          |     |           |     |             |     |          |     |                    |     |  |  |           |     |          |    |  |  |                    |     |   |  |  |  |  |          |  |       |     |            |     |
| <b>BUSINESS REQUIREMENTS</b>  |   |                     |                  |   |            |  |                     |                  |              |  |            |       |             |     |            |  |       |       |              |     |            |       |             |     |          |     |           |     |             |     |          |     |                    |     |  |  |           |     |          |    |  |  |                    |     |   |  |  |  |  |          |  |       |     |            |     |
| BR1   | System provides the ability to track all participants via multiple identifiers including system-internal case number, external case numbers provided by multiple systems, instance/event number, Department of Children and Family Services [DCFS] case number, law enforcement numbers including document control number and central booking number, and case numbers from other SAO case management systems | R                   | Y                | JusticeNexus can track all participants, auto-generating case numbers, and the solution can also accept multiple manually entered case numbers that have been generated externally.<br><br>JusticeNexus supports automated case-numbering when a case is created. Case numbering can be seeded to match an existing format currently in use by the County.<br><br>Additionally, any fields that may contain coding or other internally or externally generated uniform numbering systems can be included within the case file and used for searching, reporting, etc. |            |  |                     |                  |              |  |            |       |             |     |            |  |       |       |              |     |            |       |             |     |          |     |           |     |             |     |          |     |                    |     |  |  |           |     |          |    |  |  |                    |     |   |  |  |  |  |          |  |       |     |            |     |
| BR2   | System provides event management functionality to allow entry, review and modification of all case events   | R                   | Y                | JusticeNexus includes the concept of case events. Case events can be created (even automatically scheduled) within JusticeNexus and data related to that event can be captured, tracked, queried and reported as an event. Properly permissioned County users may create, review, modify, and delete case events as necessary. As part of implementation, Aeon Nexus will work with the County to provide a screen to collect the specific data for Case events necessary to support the County's intended processes.   |            |  |                     |                  |              |  |            |       |             |     |            |  |       |       |              |     |            |       |             |     |          |     |           |     |             |     |          |     |                    |     |  |  |           |     |          |    |  |  |                    |     |   |  |  |  |  |          |  |       |     |            |     |
| <p><b>New Case Event</b></p> <p>CAS - 01000 - 20190802   Dennis Blaine<br/>Case Owner</p> <table border="1"> <tr> <td>General</td> <td>Victim/Witness</td> <td>Case Event Document</td> <td>Appearance Sheet</td> <td></td> </tr> <tr> <td colspan="5"> <table border="1"> <tr> <td>Event Type</td> <td>* <input checked="" type="checkbox"/> Criminal</td> <td>Event</td> <td>* ---</td> <td>Event Result</td> <td>---</td> </tr> <tr> <td>Event Date</td> <td>* ---</td> <td>Appointment</td> <td>---</td> <td>Advocate</td> <td>---</td> </tr> <tr> <td></td> <td>---</td> <td>Result Date</td> <td>---</td> <td>Attorney</td> <td>---</td> </tr> <tr> <td>Judge</td> <td>---</td> <td></td> <td></td> <td>2nd Chair</td> <td>---</td> </tr> <tr> <td>Call off</td> <td>No</td> <td></td> <td></td> <td>Assigned Paralegal</td> <td>---</td> </tr> </table> </td> </tr> <tr> <td colspan="5"> <table border="1"> <tr> <td>Location</td> <td></td> </tr> <tr> <td>Court</td> <td>---</td> </tr> <tr> <td>Court Room</td> <td>---</td> </tr> </table> </td> </tr> </table> |   |                     |                  |   | General    | Victim/Witness                                 | Case Event Document | Appearance Sheet |              | <table border="1"> <tr> <td>Event Type</td> <td>* <input checked="" type="checkbox"/> Criminal</td> <td>Event</td> <td>* ---</td> <td>Event Result</td> <td>---</td> </tr> <tr> <td>Event Date</td> <td>* ---</td> <td>Appointment</td> <td>---</td> <td>Advocate</td> <td>---</td> </tr> <tr> <td></td> <td>---</td> <td>Result Date</td> <td>---</td> <td>Attorney</td> <td>---</td> </tr> <tr> <td>Judge</td> <td>---</td> <td></td> <td></td> <td>2nd Chair</td> <td>---</td> </tr> <tr> <td>Call off</td> <td>No</td> <td></td> <td></td> <td>Assigned Paralegal</td> <td>---</td> </tr> </table> |            |       |             |     | Event Type | * <input checked="" type="checkbox"/> Criminal | Event | * --- | Event Result | --- | Event Date | * --- | Appointment | --- | Advocate | --- |           | --- | Result Date | --- | Attorney | --- | Judge              | --- |  |  | 2nd Chair | --- | Call off | No |  |  | Assigned Paralegal | --- | <table border="1"> <tr> <td>Location</td> <td></td> </tr> <tr> <td>Court</td> <td>---</td> </tr> <tr> <td>Court Room</td> <td>---</td> </tr> </table> |  |  |  |  | Location |  | Court | --- | Court Room | --- |
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| Event Type  | * <input checked="" type="checkbox"/> Criminal  | Event               | * ---            | Event Result  | ---        |  |                     |                  |              |  |            |       |             |     |            |  |       |       |              |     |            |       |             |     |          |     |           |     |             |     |          |     |                    |     |  |  |           |     |          |    |  |  |                    |     |   |  |  |  |  |          |  |       |     |            |     |
| Event Date  | * ---   | Appointment         | ---              | Advocate  | ---        |  |                     |                  |              |  |            |       |             |     |            |  |       |       |              |     |            |       |             |     |          |     |           |     |             |     |          |     |                    |     |  |  |           |     |          |    |  |  |                    |     |   |  |  |  |  |          |  |       |     |            |     |
|   | ---   | Result Date         | ---              | Attorney  | ---        |  |                     |                  |              |  |            |       |             |     |            |  |       |       |              |     |            |       |             |     |          |     |           |     |             |     |          |     |                    |     |  |  |           |     |          |    |  |  |                    |     |   |  |  |  |  |          |  |       |     |            |     |
| Judge   | ---   |                     |                  | 2nd Chair   | ---        |  |                     |                  |              |  |            |       |             |     |            |  |       |       |              |     |            |       |             |     |          |     |           |     |             |     |          |     |                    |     |  |  |           |     |          |    |  |  |                    |     |   |  |  |  |  |          |  |       |     |            |     |
| Call off  | No  |                     |                  | Assigned Paralegal  | ---        |  |                     |                  |              |  |            |       |             |     |            |  |       |       |              |     |            |       |             |     |          |     |           |     |             |     |          |     |                    |     |  |  |           |     |          |    |  |  |                    |     |   |  |  |  |  |          |  |       |     |            |     |
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| Location  |   |                     |                  |   |            |  |                     |                  |              |  |            |       |             |     |            |  |       |       |              |     |            |       |             |     |          |     |           |     |             |     |          |     |                    |     |  |  |           |     |          |    |  |  |                    |     |   |  |  |  |  |          |  |       |     |            |     |
| Court   | ---   |                     |                  |   |            |  |                     |                  |              |  |            |       |             |     |            |  |       |       |              |     |            |       |             |     |          |     |           |     |             |     |          |     |                    |     |  |  |           |     |          |    |  |  |                    |     |   |  |  |  |  |          |  |       |     |            |     |
| Court Room  | ---   |                     |                  |   |            |  |                     |                  |              |  |            |       |             |     |            |  |       |       |              |     |            |       |             |     |          |     |           |     |             |     |          |     |                    |     |  |  |           |     |          |    |  |  |                    |     |   |  |  |  |  |          |  |       |     |            |     |
| BR3   | System provides functionality to accept event-related data feeds from external systems including the Clerk of the Circuit Court of Cook County's case management systems  | SP                  | Y                | As part of implementation, our solution will be configured for the County to automatically accept event-related data feeds from external systems to be used within the solution.  |            |  |                     |                  |              |  |            |       |             |     |            |  |       |       |              |     |            |       |             |     |          |     |           |     |             |     |          |     |                    |     |  |  |           |     |          |    |  |  |                    |     |   |  |  |  |  |          |  |       |     |            |     |
| BR4   | System provides functionality to incorporate event-related data from external systems into case data  | SP                  | Y                | As part of implementation, our solution will be configured for the County to automatically accept event-related data feeds from external systems related to specific cases.   |            |  |                     |                  |              |  |            |       |             |     |            |  |       |       |              |     |            |       |             |     |          |     |           |     |             |     |          |     |                    |     |  |  |           |     |          |    |  |  |                    |     |   |  |  |  |  |          |  |       |     |            |     |
| BR5   | System provides functionality to allow end-user to view all related case information between multiple cases   | R                   | Y                | Our solution provides the ability to view multiple cases in different browser windows or tabs simultaneously.   |            |  |                     |                  |              |  |            |       |             |     |            |  |       |       |              |     |            |       |             |     |          |     |           |     |             |     |          |     |                    |     |  |  |           |     |          |    |  |  |                    |     |   |  |  |  |  |          |  |       |     |            |     |

|      |  |   |   |  |
|------|--|---|---|--|
| BR6  | System provides functionality to all end-user to view all related case information for a given participant   | R | Y | Our solution provides a 360-degree view of cases and case participants. County end-users may view all case-related information for a given case participant.   |
| BR7  | System provides functionality to link multiple participants on the basis of relationship   | R | Y | Our solution includes the ability to link different participants and to define the relationship between participants.  |
|      | <p><b>New Connection</b></p> <p>Connect To Details</p>   |   |   |  |
| BR8  | System provides functionality that allows end user to classify relationships between participants via labels such as mother, sister, foster care provider, etc...  | R | Y | See detailed response to BR7.  |
| BR9  | System provides functionality to record end user notes at the case level   | R | Y | Our solution includes a facility to allow County end users to record notes at the case level. Using the "@" symbol when entering a new message, users can tag other County users when posting notes to the case record, automatically triggering notification to the intended recipient.   |
|      | <p>Case Information <b>Notes and Activities</b> Plaintiffs Defendants Witness Legal Counsel Case Events Case Expenses ...</p> <p><b>Timeline</b></p> <p>Title <input type="text" value="New case-level note"/></p> <p>Note <input type="text" value="This is a note associated with the case at the case level.  "/></p> <p><b>Filter by</b></p> <p>Record type: <input type="checkbox"/> Notes (1) <input type="checkbox"/> Posts (1) <input type="checkbox"/> Activities (8)</p> <p><b>DB</b> Note modified by Dennis Blaine 11/8/2019 </p> <p>Example photo<br/>Taken on my mobile<br/></p> <p><b>MS</b> Work Request from Mohan Sakamuri 10/14/2019 </p> <p>Action to be performed</p> |   |   |  |
| BR10 | System provides functionality to record end user notes at the participant level  | R | Y | JusticeNexus allows properly permissioned users the ability to record end-user notes at the participant level.   |
| BR11 | System provides functionality to record end user notes at the incident level   | R | Y | JusticeNexus allows properly permissioned users the ability to record end-user notes at the incident level.  |
| BR12 | System provides functionality to record participant diversion program information  | R | Y | Participant diversion program participation can be recorded at the individual contact level.   |
| BR13 | System provides functionality to organize data view across system on the basis of participant selected   | R | Y | At any point, a properly permissioned user can see a 360-degree view of any case including all related data and information. County users can switch from case-centric to participant-centric perspectives at any time.  |
| BR14 | System provides functionality to organize data view across system on the basis of event selected   | P | Y | At any point, a properly permissioned user can see a 360-degree view of any information related to an event. County users can switch from participant-centric to event-centric perspectives at any time, etc.  |
| BR15 | System provides functionality to record court event outcome information  | R | Y |  |
| BR16 | System provides functionality to record all participant contacts depending on end-user role  | R | Y |  |
| BR17 | System provides functionality for the development of investigatory tasks   | R | Y |  |
| BR18 | System provides functionality to assign investigatory tasks to end users depending on role   | R | Y | This can be accomplished by leveraging automated workflows, or tasks can be assigned manually.   |
| BR19 | System provides functionality to notify end users regarding assignments and case activity via 'ticklers'   | R | Y | JusticeNexus has a very powerful built-in workflow and rules engine that enables automation of business processes with minimal to no code. A workflow can be created to address case assignment; for example, once case intake is complete, the case can then be automatically routed to the designated team or individual. Case assignments and activities can be easily communicated to interested County end-users via template-based tickler emails, etc.  |
| BR20 | System provides functionality for end users to send appointment information to MS Exchange/Outlook for incorporation into end user calendars   | R | Y | JusticeNexus integrates with Microsoft Outlook to support a robust set of omnidirectional schedule management capabilities. Appearances, appointments and schedules can be seamlessly integrated with the users' Outlook calendars automatically. JusticeNexus supports individual and group calendaring, offering a variety of views including daily, weekly and monthly. In addition, individual calendars are synchronized with Microsoft Outlook and are available for view by other Dynamics 365 and Microsoft Exchange users. JusticeNexus offers full support for activity tracking in the calendar, including recurrent events. With Outlook integration users can create new JusticeNexus records from Outlook. |
|      | JusticeNexus' native integration with Outlook calendaring allows for the management of resource scheduling related to a case, including end user availability. Resources include not only people, but locations as well.   |   |   |  |

|                                     |  |    |   |  |
|-------------------------------------|--|----|---|--|
| BR21                                | System provides functionality to validate Zip Code against City and State for any end user-created addresses | R  | Y | To provide Zip Code validation, etc., Aeon Nexus will leverage MelissaData, a third-party tool capable of performing address validation, cleansing, and augmentation.  |
| BR22                                | System provides functionality to geocode all addresses   | SP | Y | Our solution offers native integration with Bing maps, capable of providing geocoding for all address locations.   |
| BR23                                | System provides functionality for the creation of case-related cost entries across multiple categories       | R  | Y | Case expenses can be created, stored, and reported within our solution. Case expenses can be securely entered by external parties that work on behalf of the County using the JusticeNexus portal, then categorized and associated with specific cases.  |
| <b>DOCUMENT TEMPLATES AND FORMS</b> |  |    |   |  |
| BR24                                | JJB requires multiple Affidavits of service or functionality to develop                                      | R  | Y | As part of implementation, multiple Affidavits of Service forms will be developed for use within the solution as templates.  |
| BR25                                | JJB requires multiple Motion Forms or functionality to develop   | R  | Y | As part of implementation, multiple Motion Forms will be developed for use within the solution as templates.   |
| BR26                                | JJB requires multiple Notices or functionality to develop  | R  | Y | As part of implementation, multiple Notices will be developed for use within the solution as templates.  |
| BR27                                | JJB requires multiple Summons Forms or functionality to develop  | R  | Y | As part of implementation, multiple Summons Forms will be developed for use within the solution as templates.  |
| BR28                                | JJB requires multiple Petitions or functionality to develop  | R  | Y | As part of implementation, multiple Petitions will be developed for use within the solution as templates.  |
| BR29                                | JJB requires Certification of Records or functionality to develop  | R  | Y | As part of implementation, multiple Certification of Records will be developed for use within the solution as templates.   |
| BR30                                | JJB requires multiple Form Letters or functionality to develop   | R  | Y | As part of implementation, multiple Form Letters will be developed for use within the solution as templates.   |
| BR31                                | JJB requires multiple Subpoenas or functionality to develop  | R  | Y | As part of implementation, multiple Subpoenas will be developed for use within the solution as templates.  |
| BR32                                | System provides functionality to enable end user to email all documents produced by the system               | SP | Y | Our solution offers native integration with Microsoft Office, allowing properly permissioned County users the ability to email any documents produced by the system.   |
| BR33                                | System provides functionality to send all documents produced by the system to external systems               | R  | Y | Our solution includes the ability to send all documents produced by JusticeNexus to external systems.  |
| <b>REPORTING REQUIREMENTS</b>       |  |    |   |  |
| BR34                                | System provides functionality to provide aggregate data reports across multiple categories                   | R  | Y | From an oversight standpoint, data can be anonymized and aggregated as needed to provide high-level reporting.   |
| BR35                                | System provides functionality to allow end user to develop Ad-Hoc reports on the basis of user role          | R  | Y | Our solution relies on SSRS to provide ad hoc reporting capabilities to properly permissioned County users.  |
| BR36                                | System allows for internal storage of report templates   | R  | Y | JusticeNexus includes a Report Wizard that can easily create reports in just a few steps without using XML or SQL-based query languages. With Report Wizard users can create more complex reports by creating their own custom reports from scratch or can start with an existing report as a template.<br><br>Report templates can be saved by properly permissioned users to be run again, on a schedule, or used as the basis of a new report.<br><br>Any data captured within JusticeNexus is available for querying, filtering, sorting, grouping, reporting or exporting. JusticeNexus allows County user to auto-generate reports and other items using SSRS. These items can be exported to Microsoft Word or Excel, PDF, image, XML or CSV. |
| BR37                                | System allows for re-use of stored report templates  | R  | Y | Report templates are available to properly permissioned users. County users may run these report templates or use report templates as a basis to create new reports and report templates.  |
| BR38                                | System provides functionality to report on itemized case cost elements on a case-by-case basis               | P  | Y | As part of implementation, Aeon Nexus will provide a report to the County that meets the County's specific reporting requirements regarding itemized case costs, etc.  |
| BR39                                | System provides functionality to report on total costs for a given case                                      | P  | Y | As part of implementation, Aeon Nexus will provide a report to the County that meets the County's specific reporting requirements regarding total costs for a given case.  |
| BR40                                | System provides functionality to report on total costs across multiple cases                                 | P  | Y | As part of implementation, Aeon Nexus will provide a report to the County that meets the County's specific reporting requirements regarding total costs across multiple cases.   |

EXHIBIT 11

Identification of Subcontractor/Supplier/Subconsultant Form

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

|                          |                   |
|--------------------------|-------------------|
| <input type="checkbox"/> | <b>OCPO ONLY:</b> |
| <input type="checkbox"/> | Disqualification  |
| <input type="checkbox"/> | Check Complete    |

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

|   |  |
|---|--|
| Bid/RFP/RFQ No.: 1930-17655   | Date: 03/28/2022   |
| Total Bid or Proposal Amount: \$6,291,153.78                          | Contract Title: Consolidated Case Management System                        |
| Contractor: Aeon Nexus Corporation                                    | Subcontractor/Supplier/<br>Subconsultant to be N/A<br>added or substitute: |
| Authorized Contact for Contractor: Meghan A. Barkley, COO             | Authorized Contact for Subcontractor/Supplier/<br>Subconsultant:           |
| Email Address (Contractor): meghanbarkley@aeonnexus.com               | Email Address (Subcontractor):   |
| 138 State Street<br>Company Address (Contractor):                     | Company Address (Subcontractor):   |
| City, State and Zip (Contractor): Albany, NY 12207                    | City, State and Zip (Subcontractor):                                       |
| Telephone and Fax (Contractor): 518-708-8971                          | Telephone and Fax (Subcontractor):   |
| Estimated Start and Completion Dates (Contractor): 7/1/2022-6/30/2027 | Estimated Start and Completion Dates (Subcontractor):                      |

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

| <u>Description of Services or Supplies</u> | <u>Total Price of Subcontract for Services or Supplies</u> |
|--|--|
| N/A  | N/A  |

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

Aeon Nexus Corporation

Contractor

Meghan A. Barkley

Name

COO

Title

Prime Contractor Signature

03/28/2022

Date

EXHIBIT 12

Economic Disclosure Statement and Execution Document Index

**COOK COUNTY  
ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENT  
INDEX**

| <b>Section</b> | <b>Description</b>   | <b>Pages</b> |
|----------------|--|--------------|
| 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 cookcountyl.gov/ethics-board-of.

**Authorized Signers of Contract and EDS Execution Page.** If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

Effective October 1, 2016 all foreign corporations and LLCs must be registered with the Illinois Secretary of State's Office unless a statutory exemption applies to the applicant. Applicants who are exempt from registering must provide a written statement explaining why they are exempt from registering as a foreign entity with the Illinois Secretary of State's Office.

## SECTION 2

CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

## A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

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

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

## B. BID-RIGGING OR BID ROTATING

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

## C. DRUG FREE WORKPLACE ACT

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

**D. DELINQUENCY IN PAYMENT OF TAXES**

**THE APPLICANT HEREBY CERTIFIES THAT:** *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

**E. HUMAN RIGHTS ORDINANCE**

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

**F. ILLINOIS HUMAN RIGHTS ACT**

**THE APPLICANT HEREBY CERTIFIES THAT:** *It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

**G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)**

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

**H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)**

**THE APPLICANT CERTIFIES THAT:** It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at [www.municode.com](http://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](http://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:

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c) Does Applicant employ the majority of its regular full-time workforce within Cook County?

Yes:

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.

4. **REAL ESTATE OWNERSHIP DISCLOSURES.**

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Applicant in Cook County:

**PERMANENT INDEX NUMBER(S):** \_\_\_\_\_  
\_\_\_\_\_

**(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)**

OR:

- b)  The Applicant owns no real estate in Cook County.

5. **EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.**

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.

## COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing. **County reserves the right to request additional information to verify veracity of information contained in this statement.**

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

**"Applicant"** means any Entity or person making an application to the County for any County Action.

**"County Action"** means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

**"Person" "Entity" or "Legal Entity"** means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and

2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

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

**This Statement is being made by the**  **Applicant** **or**  **Stock/Beneficial Interest Holder**

**This Statement is an:**  **Original Statement** **or**  **Amended Statement**

**Identifying Information:**

Name Aeon Nexus Corporation

D/B/A: \_\_\_\_\_ FEIN # Only: 54-1983534

Street Address: 138 State Street

City: Albany State: NY Zip Code: 12207

Phone No.: 518-708-8971 Fax Number: 518-881-4100 Email: info@aeonnexus.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 |
|----------------|--|---|
| Omar H. Usmani | 610 Boundary Pl, Hermosa Beach, CA 90254 | 100%                                    |
|                |  |   |
|                |  |   |

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

| Name of Agent/Nominee | Name of Principal | Principal's Address |
|-----------------------|-------------------|---------------------|
|                       |                   |                     |
|                       |                   |                     |

3. Is the Applicant constructively controlled by another person or Legal Entity? [  ] Yes [  ] No

If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

| Name | Address | Percentage of Beneficial Interest | Relationship |
|------|---------|-----------------------------------|--------------|
|      |         |                                   |              |
|      |         |                                   |              |
|      |         |                                   |              |

**Corporate Officers, Members and Partners Information:**

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

| Name              | Address                                  | Title (specify title of Office, or whether manager or partner/joint venture) | Term of Office |
|-------------------|--|--|----------------|
| Omar H. Usmani    | 610 Boundary Pl, Hermosa Beach, CA 90254 | CEO/President  | Annual         |
| Meghan A. Barkley | 610 Boundary Pl, Hermosa Beach, CA 90254 | COO/VP/Sec/Treas   | Annual         |
|                   |  |  |                |

**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

Omar H. Usmani

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

Signature

omar.usmani@aeonnexus.com

E-mail address

Subscribed to and sworn before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

X

Notary Public Signature

\* SEE ATTACHED  
FOR NOTARY PUBLIC

CEO/Pres

Title

4/11/22

Date

213 878 2999

Phone Number

My commission expires:

Notary Seal

## California Jurat Certificate

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

s.s.

Subscribed and sworn to (or affirmed) before me on this 11<sup>th</sup> day of April,  
Month

20 22, by Omar H. Usmani and

Name of Signer (1)

Name of Signer (2)

, proved to me on the basis of

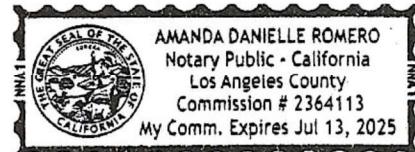
satisfactory evidence to be the person(s) who appeared before me.



Signature of Notary Public

Amanda Danielle Romero

For other required information (Notary Name, Commission No. etc.)



Seal

### OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this jurat to an unauthorized document and may prove useful to persons relying on the attached document.

### Description of Attached Document

The certificate is attached to a document titled/for the purpose of

Cook County disclosure  
of ownership interest  
Statement signature  
Page

containing 1 pages, and dated 04/11/2022

| Additional Information   |  |
|--|--|
| Method of Affiant Identification   |  |
| Proved to me on the basis of satisfactory evidence:<br><input checked="" type="checkbox"/> form(s) of identification <input type="checkbox"/> credible witness(es) |  |
| Notarial event is detailed in notary journal on:<br>Page # <u>91</u> Entry # <u>1</u><br>Notary contact: <u>310 3774420</u>  |  |
| Other  |  |
| <input type="checkbox"/> Affiant(s) Thumbprint(s) <input type="checkbox"/> Describe: _____   |  |



**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: Aeon Nexus Corporation

Address of Person Doing Business with the County: 138 State Street, Albany, NY 12207

Phone number of Person Doing Business with the County: 518-708-8971

Email address of Person Doing Business with the County: info@aeonnexus.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:  
Omar H. Usmani, CEO, omarusmani@aeonnexus.com, 213-878-1999

**B. DESCRIPTION OF BUSINESS WITH THE COUNTY**

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

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: 1930-17655

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 6,291,153.78

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: Halyna Shuruk, Contract Negotiator, OCPO

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: Matthew Sanie

**C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS**

*Check the box that applies and provide related information where needed*

- The Person Doing Business with the County is an **individual** and there is **no familial relationship** between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.
- The Person Doing Business with the County is a **business entity** and there is **no familial relationship** between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS**  
**FAMILIAL RELATIONSHIP DISCLOSURE FORM**

- The Person Doing Business with the County is an **individual** and there is a **familial relationship** between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

| Name of Individual Doing Business with the County | Name of Related County Employee or State, County or Municipal Elected Official | Title and Position of Related County Employee or State, County or Municipal Elected Official | Nature of Familial Relationship* |
|---|--|--|----------------------------------|
|   |  |  |                                  |
|   |  |  |                                  |
|   |  |  |                                  |

*If more space is needed, attach an additional sheet following the above format.*

- The Person Doing Business with the County is a **business entity** and there is a **familial relationship** between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows:**

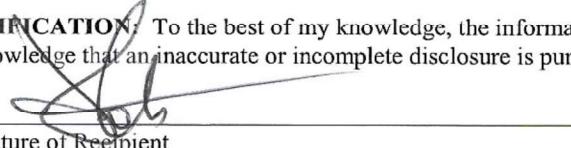
| Name of Member of Board of Director for Business Entity Doing Business with the County | Name of Related County Employee or State, County or Municipal Elected Official | Title and Position of Related County Employee or State, County or Municipal Elected Official | Nature of Familial Relationship* |
|--|--|--|----------------------------------|
|  |  |  |                                  |
|  |  |  |                                  |
|  |  |  |                                  |

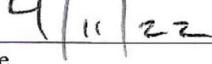
| Name of Officer for Business Entity Doing Business with the County | Name of Related County Employee or State, County or Municipal Elected Official | Title and Position of Related County Employee or State, County or Municipal Elected Official | Nature of Familial Relationship* |
|--|--|--|----------------------------------|
|  |  |  |                                  |
|  |  |  |                                  |
|  |  |  |                                  |

|   |  |  |                                  |
|---|--|--|----------------------------------|
| Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County | Name of Related County Employee or State, County or Municipal Elected Official | Title and Position of Related County Employee or State, County or Municipal Elected Official | Nature of Familial Relationship* |
|   |  |  |                                  |
|   |  |  |                                  |
|   |  |  |                                  |
| Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County                | Name of Related County Employee or State, County or Municipal Elected Official | Title and Position of Related County Employee or State, County or Municipal Elected Official | Nature of Familial Relationship* |
|   |  |  |                                  |
|   |  |  |                                  |
|   |  |  |                                  |
| Name of Employee of Business Entity Directly Engaged in Doing Business with the County                          | Name of Related County Employee or State, County or Municipal Elected Official | Title and Position of Related County Employee or State, County or Municipal Elected Official | Nature of Familial Relationship* |
|   |  |  |                                  |
|   |  |  |                                  |
|   |  |  |                                  |

*If more space is needed, attach an additional sheet following the above format.*

**VERIFICATION:** To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

  
Signature of Recipient

  
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@cookcountyl.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.



**IV. Request for Waiver or Reduction**

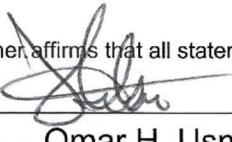
If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

- No There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner. YES or NO
- No Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation. YES or NO
- No Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default. YES or NO
- No Other factors that the Person or Substantial Owner believe are relevant. YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

**V. Affirmation**

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

Signature:  Date: 4/11/22  
Name of Person signing (Print): Omar H. Usmani Title: CEO/Pres

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
4/11/22

X \_\_\_\_\_ \* See attached per \_\_\_\_\_  
Notary Public Signature \_\_\_\_\_ Notary Seal \_\_\_\_\_  
Note: The above information is subject to verification prior to the award of the Contract.  
Notary  
public  
122

## California Jurat Certificate

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

S.S.

Subscribed and sworn to (or affirmed) before me on this 11<sup>th</sup> day of April,  
Month

20 22, by Omar H. Usmani and

Name of Signer (1)

Name of Signer (2)

, proved to me on the basis of

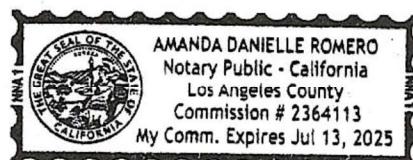
satisfactory evidence to be the person(s) who appeared before me.



Signature of Notary Public

Amanda Danielle Romero

For other required information (Notary Name, Commission No. etc.)



Seal

### OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this jurat to an unauthorized document and may prove useful to persons relying on the attached document.

#### Description of Attached Document

The certificate is attached to a document titled/for the purpose of

COOK COUNTY affidavit  
for Wage Theft  
ordinance

containing 2 pages, and dated 04/11/2022

| Additional Information   |  |
|--|--|
| Method of Affiant Identification   |  |
| Proved to me on the basis of satisfactory evidence:<br><input checked="" type="checkbox"/> form(s) of identification <input type="checkbox"/> credible witness(es) |  |
| Notarial event is detailed in notary journal on:<br>Page # <u>91</u> Entry # <u>5</u><br>Notary contact: <u>3103744420</u>   |  |
| Other  |  |
| <input type="checkbox"/> Affiant(s) Thumbprint(s) <input type="checkbox"/> Describe: _____   |  |

## 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.

Aeon Nexus Corporation

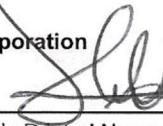
Corporation's Name

518-708-8971

Telephone

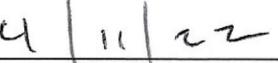
Secretary Signature

**Execution by Corporation**

 President's Printed Name and Signature

omarusmani@aeonnexus.com

Email

 Date

**Execution by LLC**

LLC Name

\*Member/Manager Printed Name and Signature

Date

Telephone and Email

**Execution by Partnership/Joint Venture**

Partnership/Joint Venture Name

\*Partner/Joint Venturer Printed Name and Signature

Date

Telephone and Email

**Execution by Sole Proprietorship**

Printed Name Signature

Assumed Name (if applicable)

Date

Telephone and Email

Subscribed and sworn to before me this

day of                   , 20          .

*\*SEE ATTACHED  
FOR NOTARY PUBLIC*

Notary Public Signature

Notary Seal

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

## California Jurat Certificate

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

s.s.

Subscribed and sworn to (or affirmed) before me on this 11<sup>th</sup> day of April,  
Month

20 22, by Dmar H. Usmani and

Name of Signer (1)

Name of Signer (2)

, proved to me on the basis of

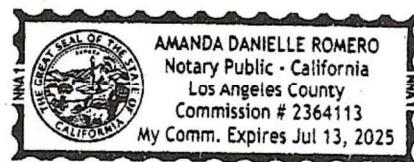
satisfactory evidence to be the person(s) who appeared before me.



Signature of Notary Public

Amanda Danielle Romero

For other required information (Notary Name, Commission No. etc.)



Seal

### OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this jurat to an unauthorized document and may prove useful to persons relying on the attached document.

#### Description of Attached Document

The certificate is attached to a document titled/for the purpose of

Contract and EDS  
execution page

containing 1 pages, and dated 04/11/2022

| Additional Information   |  |
|--|--|
| Method of Affiant Identification   |  |
| Proved to me on the basis of satisfactory evidence:<br><input checked="" type="radio"/> form(s) of identification <input type="radio"/> credible witness(es) |  |
| Notarial event is detailed in notary journal on:<br>Page # <u>91</u> Entry # <u>6</u><br>Notary contact: <u>3103744420</u>                                   |  |
| Other  |  |
| <input type="checkbox"/> Affiant(s) Thumbprint(s) <input type="checkbox"/> Describe: _____   |  |

**SECTION 6**  
**COOK COUNTY SIGNATURE PAGE**

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS  
 HEREBY EXECUTED BY:

**Raffi Sarrafian**  
 Digitally signed by  
 Raffi Sarrafian  
 Date: 2022.06.30  
 14:34:15 -05'00'

Cook County Chief Procurement Officer

Date

APPROVED AS TO FORM:

*James Beligratis*

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

Date

**CONTRACT TERM & AMOUNT**

**1930-17655**

Contract #

**July 1, 2022 - June 30, 2027**

**Five (5) one-year renewal options**

Original Contract Term

Renewal Options (If Applicable)

**\$6,291,153.78**

Contract Amount

**June 16, 2022**

Cook County Board Approval Date (If Applicable)

**APPROVED BY THE BOARD OF  
 COOK COUNTY COMMISSIONERS**

**JUN 16 2022**

**COM**