

**PROFESSIONAL SERVICES AGREEMENT
FOR
MANAGED SECURITY SERVICES PROVIDER**

BETWEEN



COOK COUNTY GOVERNMENT

BUREAU OF TECHNOLOGY

AND

DELOITTE & TOUCHE LLP

CONTRACT NO. 2045-18286

(PURCHASE ORDER NO. 70000190470)

FEDERALLY FUNDED CONTRACT

PROFESSIONAL SERVICES AGREEMENT

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List of Exhibits

Exhibit 1	Scope of Services
	Attachment A: Service Level Agreements
Exhibit 2	Schedule of Compensation
Exhibit 3	Cook County Information Technology Special Conditions (ITCSs)
Exhibit 4	Minority and Women Owned Business Enterprise Commitment
Exhibit 5	Evidence of Insurance
Exhibit 6	Board Authorization
Exhibit 7	Identification of Subcontractor/Supplier/Subconsultant
Exhibit 8	Cook County Travel Policy
Exhibit 9	System Requirements Matrix
Exhibit 10	Federal Grant Agreement
Exhibit 11	Electronic Payables Program
Exhibit 12	Economic Disclosure Statement

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as “County” or “Cook County” and Deloitte & Touche LLP, doing business as a(an) Limited Liability Partnership of the State of Delaware hereinafter referred to as “Consultant” or “Deloitte”, pursuant to authorization by the Cook County Board of Commissioners on **June 24, 2021**, as evidenced by Board Authorization letter attached hereto as EXHIBIT “6”.

BACKGROUND

The County of Cook issued a Request for Proposals “RFP” for Managed Security Services Provider. 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" or "Contract" 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.

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

b) Interpretation

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

c) Incorporation of Exhibits

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

Exhibit 1	Scope of Services
	Attachment A: Service Level Agreements
Exhibit 2	Schedule of Compensation
Exhibit 3	Cook County Information Technology Special Conditions (ITCSs)
Exhibit 4	Minority and Women Owned Business Enterprise Commitment
Exhibit 5	Evidence of Insurance
Exhibit 6	Board Authorization
Exhibit 7	Identification of Subcontractor/Supplier/Subconsultant
Exhibit 8	Cook County Travel Policy
Exhibit 9	System Requirements Matrix
Exhibit 10	Federal Grant Agreement
Exhibit 11	Electronic Payables Program
Exhibit 12	Economic Disclosure Statement

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) Scope of Services

This description of Services is intended to be general in nature and is neither a complete description of Consultant's Services nor a limitation on the Services that Consultant is to provide under this Agreement. Consultant must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Consultant must provide include, but are not limited to, those described in Exhibit 1, Scope of Services, 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 as outlined in the Scope of Services. "**Deliverables**" mean work product, such as written reviews, recommendations, reports and analyses, produced by Consultant for the County.

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 a reasonable standard of care.

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 Services provided by Consultant's Subconsultants to the same extent that Consultant would be responsible hereunder to County if Consultant had performed such Services. All Deliverables must be delivered in a timely manner consistent with the requirements of this Agreement.

If Consultant fails to comply with the foregoing standards (other than timeliness), Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Payment, in and of itself, for any of the Services by the County does not constitute the County's approval or acceptance that Consultant complied with the foregoing standards. 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

Except in the event of disability, illness, grave personal circumstances, or resignation, termination, or other severance of association, Consultant must not reassign or replace Key Personnel from the performance of the Services prior to such person's completion of his or her assignments 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

Insurance Requirements

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

Nothing contained in these insurance requirements is to be construed as limiting the extent of the

Provider's responsibility for payment of damages resulting from its operations under this Contract.

The Provider shall require all Subcontractors to provide the insurance required in this Agreement, or Provider may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Provider except paragraph (d) Excess/Umbrella Liability or unless specified otherwise.

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

Coverages

(a) Workers Compensation Insurance

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

The Workers Compensation policy shall also include the following provisions:

Employers' Liability coverage with a limit of
\$1,000,000 each Accident
\$1,000,000 each Employee
\$1,000,000 Policy Limit for Disease

(b) Commercial General Liability Insurance

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

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

The General Liability policy shall include the following coverages:

- (1) All premises and operations;
- (2) Contractual Liability pursuant to policy terms and conditions;
- (3) Products/Completed Operations;
- (4) Severability of interest/separation of insureds clause

(c) Commercial Automobile Liability Insurance

When any vehicles are used in the performance of this contract, Provider 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) Excess/Umbrella Liability

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

Each Occurrence:	\$1,000,000
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(e) Professional Liability (Errors & Omissions)

Insurance appropriate to the Provider's profession 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 Provider's obligations under this agreement and shall have a limit of liability of not less than \$2,000,000 per claim.

If any such policy is written on a claims-made form:

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

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

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

If any such policy is written on a claims-made form:

- (1) The retroactive coverage date shall be no later than the effective date of this contract.
- (2) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or before this contract effective date, the Provider must maintain "extended reporting" coverage for a minimum of three (3) year after completion of services.
- (3) The insurance may be included within the Professional Liability coverage form

Additional requirements

(a) Additional Insured

The required insurance policies, apart from Workers Compensation, Network Security & Privacy Liability and Professional Liability, shall include 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 Provider's insurance and shall not

contribute with it.

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

(b) Insurance Notices

The Provider 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, adversely materially reduced or non-renewed unless replacement coverage meeting the terms and conditions hereunder is obtained without lapse. The Provider shall secure replacement coverage to comply with the stated insurance requirements and provide new certificates of insurance to the Office of the Chief Procurement Officer.

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

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

(c) Waiver of Subrogation Endorsements

All insurance policies excluding Professional Liability and Network Security & Privacy Liability, must contain a Waiver of Subrogation Endorsement in favor of Cook County as permitted by law.

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, reasonable attorney's fees, losses, damages and liabilities incurred or suffered from or attributable to any third

party claims arising out of bodily injury, death or damage to real or tangible personal property to the extent directly or proximately caused from negligence or intentional misconduct by the Consultant while engaged in the performance of its Services. 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.

Limitation of Damages. In circumstances where any limitation on damages or indemnification provision hereunder is unavailable, the aggregate liability of Consultant, its subsidiaries and subcontractors, and their respective personnel for any Damages shall not exceed an amount that is proportional to the relative fault that the conduct of Consultant and its subcontractors bears to all other conduct giving rise to such Damages.

In no event shall either Consultant or County, their commissioners, subsidiaries, subcontractors, or the Consultant's or County's respective personnel be liable to the other for any consequential, special, indirect, incidental, punitive, or exemplary loss, damage, or expense relating to this Agreement or the Services. The foregoing sentence notwithstanding, Consultant and County shall not be precluded from seeking direct damages provided that, Consultant, its subsidiaries and subcontractors, and its respective personnel shall not be liable to the County for any claims, liabilities, or expenses relating to this Agreement or the Services ("Damages") for an aggregate amount in excess of the greater of (i) Two Million Five Hundred Thousand Dollars (\$2,500,000) or (ii) fees paid by County to Consultant under this Agreement, except to the extent resulting from their recklessness, bad faith, or intentional misconduct.

h) Confidentiality and Ownership of Documents

Consultant acknowledges and agrees that non-public 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 and will not disclose any of County's records, materials, or other data to any third party unless required by applicable law, subpoena, or summons, provided that Consultant first provides notice to County if permitted by applicable law. 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.

Except for any Contractor IP Materials, all documents, data, studies, reports, work product or product created by Contractor for delivery to County 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 (except pursuant to the exception in the preceding paragraph) 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 control, 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 that is contained in and as part of the Deliverables, unless the parties have agreed that County is to procure any such licenses separately. 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 intellectual property right; provided however, that, such obligations shall not apply in the event that such claim arises as a result of County's modification thereof, or County's use thereof in combination with materials not approved for such use by Consultant or in a manner not completed by this Contract, or from materials or content provided by County.

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. 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.

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.

To the extent required by applicable County ordinance, the Consultant must disclose the name and business address of each Lobbyist whom the Consultant has retained in connection with this Contract, 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 while on any County property abide by all safety and security rules and regulations imposed by the County.

l) Reserved.

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 **June 30, 2021** ("Effective Date") and continue until **June 29, 2025** or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

i) Consultant agrees to use diligent efforts to provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Consultant acknowledges that the failure of Consultant to comply with the time limits described in this Section 4.b for reasons within its control may result in economic or other losses to the County.

ii) Reserved.

c) Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to renew this Agreement for two (2) additional two-year periods under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Consultant. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

ARTICLE 5) COMPENSATION

a) Basis of Payment

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

b) Method of Payment

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

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

The Consultant acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Consultant certifies that all itemized entries set forth in the invoices are true and correct. The Consultant acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies, services or equipment set forth in the Agreement to the Using Agency, or that it has properly performed the services set forth in the Agreement. The invoice must also reflect the dates and amount of time expended in the provision of services under the Agreement. The Consultant acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available

to it in law and equity including, but not limited to, a delay in payment or non-payment to the Consultant, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Consultant receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Agreement, the Consultant must make payment to its Subcontractors within 30 days after receipt of payment from the County, provided that such Subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Consultant with all of the documents and information required of the Consultant. The Consultant may delay or postpone payment to a Subcontractor when the Subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Consultant is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

c) Funding

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

d) Non-Appropriation

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County will notify Consultant in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of termination 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) 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, in that 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 applicable to Consultant in the performance its Services under the Contract. 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 of it 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) Reserved.

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 in a manner that violates any law applicable to Consultant in its performance of Services hereunder ("Conflict").
- iii) 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 Conflict 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 inform the County and cooperate with the county to resolve the Conflict.
- 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, unless cured within thirty (30) days of written notice from the County as set forth in paragraph (b) below:

- i) Any material willful misrepresentation, 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 as required hereunder or inability to perform the Services 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 noncompliant with this Agreement;
 - (d) Discontinuance of the Services in violation of this Agreement 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) Failure to comply with Article 7 in the performance of the Agreement.

b) Remedies

The occurrence of any event of default permits the County, at the County's sole option (through the Chief Procurement Officer), to declare Consultant in default. The Chief Procurement Officer shall give Consultant an opportunity to cure the default within a certain reasonable period of time, which period of time must not exceed 30 days, unless extended by the Chief Procurement Officer.

The Chief Procurement Officer will give Consultant written notice of the default in the form of a cure notice ("**Cure Notice**") and if Consultant fails to effect a cure within 30 days, a written default notice may be given by the Chief Procurement Officer ("**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. 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 County materials and Deliverables accumulated in the performance of this Agreement, whether completed or in the process, to the County, provided that incomplete Deliverables shall be provided "as-is" and without warranty. After giving a Default Notice not cured within the cure period and terminating this Agreement, 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;
- 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 to seek specific performance, an injunction or any other appropriate equitable remedy;
- iv) The right to seek money damages;
- v) The right to withhold disputed compensation under this Agreement provided that County had notified Consultant of such disputed invoiced amount prior to the due date of invoice thereof, reasonably describing the basis thereof;
- 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.

Consultant may terminate this Agreement upon thirty (30) days' prior written notice if County materially breaches this Agreement or fails to pay in full properly submitted invoices by their due date, if not then paid within thirty (30) days of receipt of notice of such failure.

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, for convenience, 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 stated in the notice, but will be no less than thirty (30) days from the date of the notice. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all County materials and Deliverables 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, provided that in the event that any incomplete Deliverables shall be provided “as-is” and without warranty.

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 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 30 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 15 days within any one year of this Agreement. If the total number of days of suspension exceeds 15 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 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) Reserved.

g) Reserved.

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 and Consultant 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

If this Agreement is terminated for any reason, or if it is to expire on its own terms, Consultant must make reasonable efforts 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 related to the winding down of Services and requirements of the Using Agency in connection with the termination or expiration.

h) Waiver

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

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

i) Independent Consultant

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

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

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

j) Governmental Joint Purchasing Agreement

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

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

k) Comparable Government Procurement

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

l) Force Majeure

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

m) Federal Clauses

The following provisions may apply to Consultant, if applicable, because this Agreement is funded in whole or in part with federal funds including without limitation the following:

1. Interest of Members of or Delegates to the United States Congress

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

2. False or Fraudulent Statements and Claims

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) may apply, to the extent applicable, to the Contractor's actions pertaining to this Agreement.

3. DHS Seal, Logo, and Flags. Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

4. Intentionally Omitted.

5. Records and Audits

Contractor will deliver or cause to be delivered all Deliverables prepared by or for the County under the terms of this Agreement to the County promptly in accordance with the time limits prescribed in this Contract, and if no time limit is specified, then upon reasonable demand therefor or upon termination or completion of the Services hereunder.

The County and the Federal Government will have the right to audit all payments made to the Contractor under this Agreement. Any payments to the Contractor which exceed the amount to which the Contractor is entitled under the terms of this Agreement will be subject to set-off.

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

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

6. Environmental Requirements

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

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

- (a) Environmental Protection. The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.
- (b) Air Quality. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (c) Clean Water. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (d) List of Violating Facilities. The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities ("List"), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.
- (e) Preference for Recycled Products. To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work,

the Contractor agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

7. No Exclusionary or Discriminatory Specifications

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

8. Cargo Preference - Use of United States Flag Vessels

To the extent applicable to Contractor in its performance under this Agreement, the Contractor agrees to comply with U.S. Maritime Administration regulations, "Cargo-Preference -- U.S. Flag Vessels," 49 C.F.R. Part 381, and to include the clauses required by those regulations, modified as necessary to identify the affected parties, in each subcontract or subagreement involving equipment, materials, or commodities suitable for transport by ocean vessel.

9. Fly America

If the contract or subcontracts may involve the international transportation of goods, equipment, or personnel by air, the contract must require Contractors and subcontractors at every tier to use U.S.-flag air carriers, to the extent service by these carriers is available. 49 U.S.C. 40118 and 4 C.F.R. Part 52.

10. No Federal Government Obligations to Third Parties

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

11. Intentionally Omitted.

12. Trade Restrictions

If and to the extent these restrictions apply to Contractor's services hereunder pursuant to applicable Federal law, Contractor certifies that neither it nor any Subcontractor:

- (a) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- (b) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- (c) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

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

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

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

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

13. Contract Work Hours and Safety Standards Act

To the extent applicable to Contractor in its performance under this Agreement, the Contractor agrees to comply and assures compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 333, and implementing U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. Part 5; and U.S. DOL regulations, “Safety and

Health Regulations for Construction,” 29 C.F.R. Part 1926. In addition to other requirements that may apply, but only to the extent applicable to Contractor in its performance under this Agreement:

- (a) In accordance with section of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Contractor agrees and assures that, for the Contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Contractor agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. Part 5.
- (b) In accordance with section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the contractor agrees and assures that no laborer or mechanic working on a construction contract will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health and safety, as determined in accordance with U.S. DOL regulations, “Safety and Health Regulations for Construction,” 29 C.F.R. Part 1926.

14. Veteran’s Preference

In the employment of labor (except in executive, administrative, and supervisory positions), preference will be given to Vietnam-era veterans and disabled veterans. However, this preference may be given only where individuals are available and qualified to perform the work to which employment relates.

15. Intentionally Omitted.

16. Accessibility Compliance

If this Agreement involves design for construction, the Consultant warrants that all design documents produced or utilized under this Agreement and all construction or alterations undertaken under this Agreement will comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and all regulations promulgated thereunder, see Illinois Administrative Code, Title 71,

Chapter 1, Section 400.110. If the above standards are inconsistent, the Consultant must comply with the standard providing the greatest accessibility. Also, the Consultant must, prior to construction, review the plans and specifications to insure compliance with the above referenced standards. If the Consultant fails to comply with the foregoing standards, the Consultant must perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure.

17. Visual Rights Act Waiver

To the extent required by applicable federal law, (a) the Consultant/Contractor waives any and all rights that may be granted or conferred under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. § 101 et seq.) (the "Copyright Act") in any work of visual art that may be provided pursuant to this Agreement, and (b) the Consultant/Contractor represents and warrants that the Consultant/Contractor has obtained a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, if any.

18. Equal Employment Opportunity

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

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

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

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

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee

who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

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

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

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

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

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

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the

administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

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

Contractor agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in 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"), to the extent applicable to Contractor in its performance under this Agreement.

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

Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 3148 to 3148) as supplemented by Department of Labor regulations (29 CFR part 5), to the extent applicable to Contractor in its performance under this Agreement.

21. 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.

22. 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.

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

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

24. 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.

25. Debarment and Suspension (E.O.s 12549 and 12689)

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

ARTICLE 11) NOTICES

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

If to the County: Information Security Office/Bureau of Technology
69 W. Washington St., Suite 2600
Chicago, Illinois 60601
Attention: Cook County Chief Information Security Officer

and

Cook County Chief Procurement Officer
118 North Clark Street. Room 1018
Chicago, Illinois 60602
(Include County Contract Number 2045-18286 on all notices)

If to Consultant:

Deloitte & Touche LLP
111 S. Wacker Dr., Suite 1800
Chicago, IL 60616
Attention: Vikas Bansal, Principal

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 11. Notices delivered by mail are considered received three days after mailing in

accordance with this Article 11. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

ARTICLE 12) AUTHORITY

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

EXHIBIT 1

Scope of Services

EXHIBIT 1 –SCOPE OF SERVICES

A. Introduction and Scope of Services

This Scope of Services (SOS) defines the scope of Managed Security Services Provider (MSSP) and Deliverables, and associated timelines, cost and delivery requirements, that Deloitte will perform under this Agreement CONTRACT NO. 2045-18286 (Managed Security Services Provider).

Deloitte will provide a Managed Security Operations Services for period of four (4) years to Cook County. Deloitte will provide the following services (“the Services”) as further defined herein:

- Activity 1 – Monitoring
- Activity 2 – Device Management
- Activity 3 – Threat Intelligence Services
- Activity 4 – Alerting and Reporting
- Activity 5 – Training
- Activity 6 – Exit Transition

We will develop a Plan to facilitate an effective transition which includes the following:

- Current state assessment: We will review the documentation provided and conduct interview sessions with the County subject matter specialists to understand the current state of the information security and management capabilities. A “To-Be” state will be defined, and a gap analysis will be performed against the agreed upon “To-Be” state.
- Recommendation/roadmap: According to the assessment results, gaps will be prioritized and a set of recommendations and roadmap for implementation of those recommendations will be provided to the County.
- Reengineering: We can provide the additional services to help the County address the identified gaps to improve the overall information security posture through a change order.

The scope of Cook County ISO’s Security Infrastructure technologies for Managed Security Services SOS is listed below:

Mandatory, 24x7 Monitoring, No Management							
Category	Actual Product	Mandatory/Optional	Monitor 24x7	Manage 24x7	Manage After Hours	# Units for cost estimate	Type of Unit
Firewall	Cisco ASA Cisco Firepower	Mandatory	Yes	No	No	3	Physical
Network Access Control	Cisco ISE	Mandatory	Yes	No	No	9	Physical
Network Auditing	Firemon	Mandatory	Yes	No	No	1	Physical

Cloud Service Auditing	AWS, Azure, Oracle, Private, Hybrid	Mandatory	Yes	No	No	5 (Dynamic)	Virtual/Physical
Security Event Tracking	McAfee SIEM	Mandatory	Yes	Yes	No	1	Physical
Mandatory, 24x7 Monitoring, After Hours Management							
Category	Actual Product	Monitor 24x7	Manage 24x7	Manage After Hours	# Units	Type of Unit	
Endpoint Anti-virus	McAfee EPO, HIPS, Web	Yes	No	Yes	3	Physical	
Endpoint Anti-malware	McAfee ENS	Yes	No	Yes	1	Physical	
Endpoint Threat Detection	McAfee ENS	Yes	No	Yes	1	Physical	
Web Gateway	McAfee web gateway	Yes	No	Yes	4	Physical	
Mandatory, 24x7 Monitoring, 24x7 Management							
Category	Actual Product	Monitor 24x7	Manage 24x7	Manage After Hours	# Units	Type of Unit	
Web Application Firewall	F5 ASM	Yes	Yes	Yes	4	Physical	
Load Balancer	F5 LTM	Yes	Yes	Yes	4	Physical	
Advance Endpoint Protection	FireEye HX	Yes	Yes	Yes	4	Virtual	
Active Directory/ File Integrity Monitoring	Manage Engine AD Audit Plus	Yes	Yes	Yes	15	Physical /Virtual	
Advanced Malware Protection	McAfee ATD, FireEye NX	Yes	Yes	Yes	7	Physical	
IPS	McAfee IPS	Yes	Yes	Yes	13	Physical	
Threat Intelligence	McAfee TIE	Yes	Yes	Yes	2	Physical	
Vulnerability Managers	Rapid7 Nexpose	Yes	Yes	Yes	21	Virtual	
SIEM	McAfee SIEM	Yes	Yes	Yes	1	Physical	
Mobile Device Management	Mobile Iron	Yes	Yes	Yes	2	Virtual	

Below are Optional Cook County's Security Infrastructure technologies that Deloitte can provide Managed Security Services based on a mutual agreed-to change order.

Optional, 24x7 Monitoring, No Management								
Category	Examples	Actual Product	Mandatory/ Optional	Monitor 24x7	Manage 24x7	Manage After Hours	# Units for cost estimate	Type of Unit
Network Auditing	Secure DNS, DHCP and IPAM	Infoblox DDI	Optional	Yes	No	No	21	Physical /Virtual

Optional, 24x7 Monitoring, Only After-Hours Management									
#	Category	Examples	Actual Product	Mandatory/ Optional	Monitor 24x7	Manage 24x7	Manage After Hours	# Units for cost estimate	Type of Unit
21	Data Loss Prevention	A Leading Integrated Capability	TBD	Optional	Yes	No	Yes	TBD	TBD

Optional, 24x7 Monitoring, 24x7 Management								
Category	Examples	Actual Product	Mandatory/ Optional	Monitor 24x7	Manage 24x7	Manage After Hours	# Units for cost estimate	Type of Unit
Privileged Account Management	PAM Vendor	TBD	Optional	Yes	No	Yes	TBD	TBD
Data Loss Prevention	A Leading Integrated Capability	TBD	Optional	Yes	No	Yes	TBD	TBD
IPS Monitoring	Industry Leader	TBD	Optional	Yes	No	Yes	TBD	TBD

Managed Security Services Project Initiation

Deloitte will establish project management and communication processes with Cook County and provide acceptable staffing resources to provide the Services. During the first week of the project, Deloitte works with Cook County to formalize the process to on-board the project team members, and finalize logistics such as system access, network connectivity and if required, access to working space for team members and physical access to the facility.

While the Deloitte personnel with a “hands-on role on the project” will be at the Cook County facility on an as-required basis, Deloitte requires remote access to Cook County security devices as specified in this SOS over the term of the Agreement. During the project initiation period, Deloitte finalizes the remote connectivity request process to meet such requirements.

Deloitte documents the work plan for the scope of services defined within this SOS with input from the Cook County’s project manager and maintain the work plan throughout the project duration. Deloitte schedules the project kickoff meeting with Cook County and Deloitte team. The project kickoff meeting shall occur no later than 10 calendar days from the Commencement Date. Deloitte establishes the project

communication and management processes as part of the initiation.

Project Governance

Deloitte works with Cook County to establish a project governance process to manage the scope of work delivered as part of this SOS.

1. Deloitte provides the Cook County project manager and Cook County security services lead with the progress of key risk and issues. In addition, Deloitte maintains the key risk and issues current on the Cook County Risk Register
2. Deloitte coordinates client communication and client discussions related to the delivery of the security services, while keeping Cook County leadership informed
3. Deloitte updates the recurring meeting schedule and membership of governance teams after transition phase for the managed services phase, to make adjustments for what is required for the managed services

Project Communication and Coordination

Deloitte to provide inputs to the agenda and lead the discussions with the client for the Services in the below meetings.

Meeting	Frequency	Description	Suggested Participants
Transition Stand-up meeting	Daily (during transition phase)	<ul style="list-style-type: none">• Progress based on work plan and transition milestones• Action items, risk and issues• Upcoming meetings and participation requirements	<ul style="list-style-type: none">• Cook County: Project manager, security services lead, and security architects• Deloitte: security services delivery manager, SOC manager Deloitte service delivery leads (optional)
Project Management	Weekly	<ul style="list-style-type: none">• Progress based on work plan• Action items, risk and issues, and ticket status (after transition phase)• Review Service Level Agreement (SLAs), SOC alert reports and client reports• Review and escalate high-level decisions to client project management meeting	<ul style="list-style-type: none">• Cook County: Project manager, security services lead, SOC manager and architects• Deloitte: security services delivery manager, SOC manager Deloitte service delivery leads (optional)
Security Services Steering	Monthly	<ul style="list-style-type: none">• Review project progress, SLAs, risks and issues• Review suggested changes to project scope, and escalate to	<ul style="list-style-type: none">• Cook County: Program manager, project manager, and security services lead• Deloitte: Security services delivery executive, security services delivery manager

		client security services steering meeting <ul style="list-style-type: none"> Review and update the SOC alert matrix 	and SOC manager
Client Security Services Steering	Monthly Post transition, this meeting agenda will be included in the monthly project management meeting	<ul style="list-style-type: none"> Review project progress, SLAs, risks and issues Review suggested changes to project scope, approve project change and control Approve the revised SOC alert matrix 	<ul style="list-style-type: none"> Cook County security manager and Enterprise CISO Cook County: Program manager, project manager, and security services lead Deloitte: Security services delivery executive, security services delivery manager and SOC manager
Process Improvement	Quarterly	<ul style="list-style-type: none"> Identify process improvement areas and escalate to client process improvement meetings (occurs a week earlier to meeting with client) Review suggested changes to project scope, approve project change and control 	<ul style="list-style-type: none"> Cook County security manager and Cook County CISO Cook County: Program manager, project manager, and security services lead Deloitte: Security services delivery executive, security services delivery manager and SOC manager

Table 1. Meeting and Communication

Deliverable Acceptance

The Deliverable acceptance process that will be followed on the project for a Deliverables (other than Monthly Progress Reports which do not require acceptance) is illustrated in the figure below:

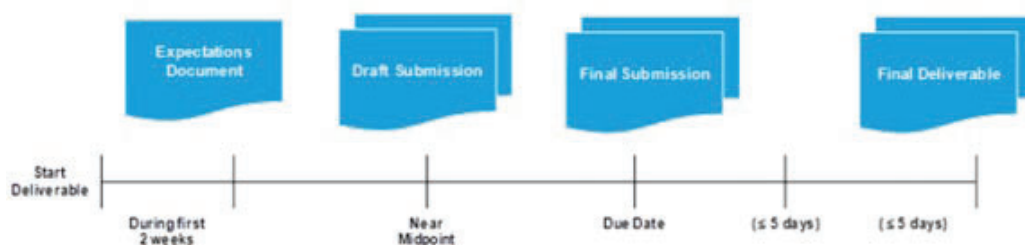


Figure 1. Deliverable Acceptance Process – Continuous visibility through the creation process

Cook County shall approve each deliverable that conforms in material respects with the scope set forth in the SOS or as otherwise agreed by the parties in writing before the start of the project or in the mutually agreed Cook County deliverable template for the applicable deliverable or part of any other deliverable (the “Specifications”). If Cook County disapproves or require changes, Deloitte shall modify the deliverable to satisfy Cook County’s requirements.

Within the Acceptance Period (or such other period agreed upon in writing by the parties), Cook County shall provide Deloitte with (i) written approval of such Deliverable or (ii) a written statement which

identifies in reasonable detail, with references to the applicable scope, the deficiencies preventing approval (the "Deficiencies"). The Acceptance Period for Deliverables is five (5) business days from Cook County receipt of such Deliverable.

Deloitte shall have at a minimum five (5) days (or such other period agreed upon in writing by the parties) from the date it receives the notice of Deficiencies to perform corrective actions in order for such Deliverable to conform in material respects to the applicable scope. Cook County shall complete its review of the corrected Deliverable and notify Deloitte in writing of acceptance or rejection in accordance with the Deliverable acceptance process specified herein.

Notwithstanding the foregoing, approval of a Deliverable shall be deemed given by Cook County if Cook County has not delivered to Deloitte a notice of Deficiencies for such Deliverable prior to the expiration of any period for Cook County review thereof as set forth herein, or if Cook County uses the Deliverable in production.

To the extent that any Deliverable has been approved by Cook County at any stage of Deloitte's performance under this SOS, Deloitte shall be entitled to rely on such approval for purposes of subsequent stages of Deloitte's performance under this SOS. Cook County agrees that, in the event an approved Deliverable differs from the Specifications for such Deliverable, the Specifications shall be deemed modified to conform to such approved Deliverable.

Project Approach and Timelines

Deloitte Managed Security Services (MSS) to coordinate with Cook County ISO team to transition activity from existing provider and provide activities performed for identified service areas including: Monitoring, Device Management, Threat Intelligence Services, Alerting/Reporting, and Training using the below phased approach. Deloitte team will work with Cook County team during the transition phase to propose and get approval for high level standard deliverables during the steady state that are outlined Section B. Project Milestones and Deliverables. Below is the high-level project timeline representing the phases and sub-tasks for the Managed Services project. The three (3) phases are:

Phase Activity	Timelines	Description	Suggested Participants
Phase 1: Plan/Design	Week 1-2	<ul style="list-style-type: none">• Develop transition, detailed work plans for the knowledge transfer• Define transition phase exit criteria with County's Designee's Project Manager• Manage team ramp-up• Develop communication plan• Review, provide feedback, and approve transition plans• Facilitate communication and coordination with SMEs for knowledge transfer, as required	<ul style="list-style-type: none">• Cook County team• Transition team• Deloitte Service Engagement team
Phase 2: Transition/ Onboarding	Week 3-8	<ul style="list-style-type: none">• Lead execution of Knowledge Transfer activities as set forth in the Transition Plan• Coordinate with County's Designee's	<ul style="list-style-type: none">• Cook County team• Transition

		leadership throughout Knowledge Transfer <ul style="list-style-type: none"> • Develop/assemble documentation, as required, for key knowledge content • Participate in status reviews and assist in resolving knowledge gaps • Conduct knowledge review sessions with project team • Identify knowledge gaps and provide mitigation plan 	team <ul style="list-style-type: none"> • Deloitte Service Engagement team
Phase 3: Steady State/Exit	Week 9 onwards	<ul style="list-style-type: none"> • Perform 24x7 monitoring and management • Provide threat intelligence and alerting/reporting • Service reports – SLA and Key Reporting Indicators • Develop training and awareness material for Cook County based on mutually agreed topics • Coordinate with Cook Count to evaluate and measure on operations continuous improvement activity 	<ul style="list-style-type: none"> • Cook County team • Deloitte Service Operations team

The figure below demonstrates the planned detailed timeline representing the phases and sub-tasks for this SOS. Team responsibilities and activities include but are not limited to the following.



Figure 2. Transition to Operations Approach and Process Timeline

Activity 1: Security Monitoring

Deloitte works with Cook County during onboarding/transition to integrate with County's business, information security operations and culture. This will enable Deloitte to provide for a smoother transition that addresses the cutoff date. Deloitte will access County's existing McAfee SIEM to log and analyze security events, review, triage and address your most critical security events. Deloitte will provide Security Monitoring operations to be running 24x7x365 for the duration of the contract, which includes managing security events and monitoring for logging anomalies.

Deloitte service provides monitoring traffic and anomalies to determine attacks based on the Cyber Kill Chain. Deloitte coordinates with Cook County to follow the pre-defined escalation process based on the criticality, severity and impact to the ISO businesses. Deloitte provides 24x7x365 *On-Call* Support for remote assistance for high severity events.

The graphic below describes the flow of the threat detection and response process for 24x7 monitoring.



Figure 3. Threat monitoring workflow

Content Development and Health Monitoring

Deloitte works with Cook County to develop tailored content and use cases, tune the environment for high-quality performance and perform periodic reviews of the content and log sources. The content development services will help ISO developing and tuning monitoring content (alerts, reports, and dashboards). Using agile use case development methodology, Deloitte coordinates with Cook County technical team to conduct interviews to identify, build and implement content that translates security and compliance requirements into actionable outputs. Deloitte provides a Foundational Use Case package that includes up to twenty-five (25) pre-defined Use Cases that will be implemented in McAfee SIEM once accepted by Cook County. Deloitte to assist with the following:

- Deploy a pre-developed health package of system monitoring content designed to identify and alert on logging and log collection anomalies, processing, system performance, licensing, and overall health. Deloitte provides performance and service availability so that the desired state and integrity of the devices/solutions and services levels are maintained.
- Leverage Security logs reporting into McAfee SIEM to identify attacks and raise alerts on suspicious events that may lead to security incidents
- Identify anomalous traffic by leveraging Threat Intel Feeds and developing use cases leveraging them
- A clear Communications Plan will be determined following the leading practices, for the notification and/ or remediation of security events and incidents.
- An Alert Matrix and Playbooks for security incidents will be defined and documented to help monitoring alerts and events reported by Cook County ISO technologies; to record the incidents, classify, recommend remedial action, and act upon incidents according to procedures.

Following alert escalation, Deloitte analysts will remain available for Cook County to provide required clarification and to assist through the remediation process.

Using approach outlined in table below, Deloitte provides methodology to assess and reengineer Cook County current state and recommend improvement



Table 2. Assessment and Reengineering Activities for Monitoring services

Activity 2: Device Management

During the transition, we will perform a gap analysis for the devices/appliances under management. This will help the Cook County ISO team to review the current state and the target state of devices in use. Below graphic describes the transition process.

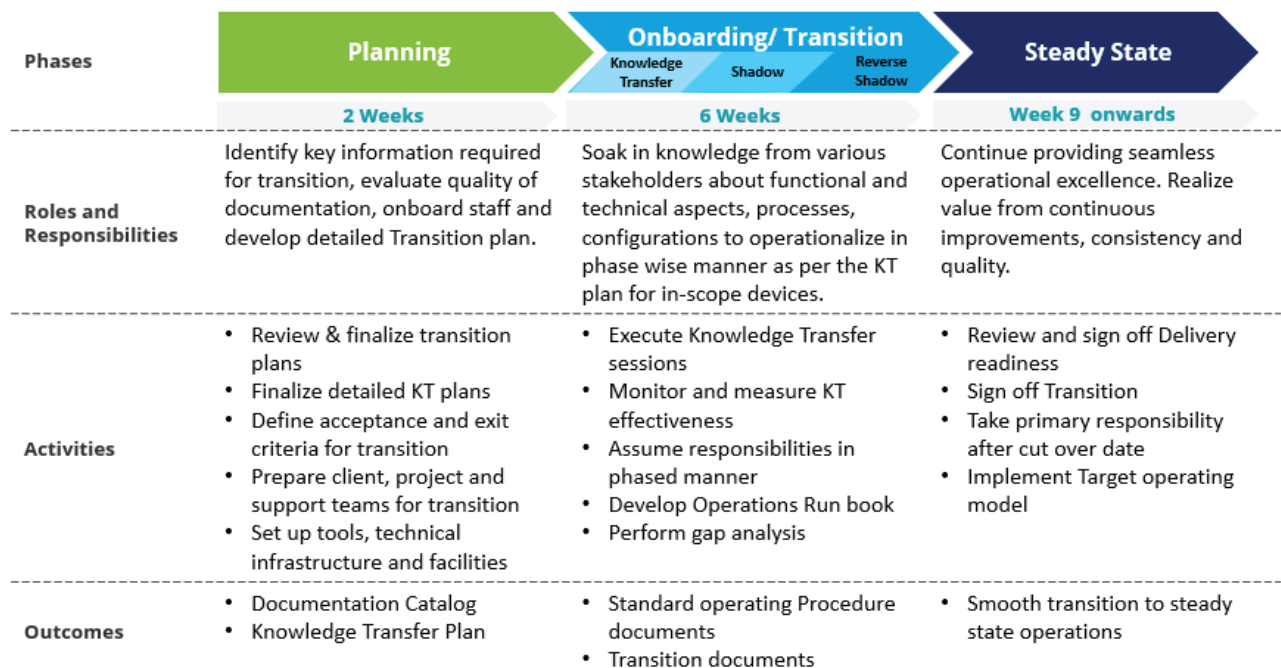


Figure 4. Onboarding/Transition plan for Device Management

During steady state, we are committed to enable Cook County ISO team with ability to administer, manage and upgrade the security devices. The continuous improvement and integrated approach to work along with various cyber streams (such as operations, governance and monitoring) will strengthen the County's ISO baseline, reduce the attack surface, enable automation thus leading to higher ROI on existing investments. Below is a representational list and tasks for device management and are included for tools that have required management.

Table 3. Device Management Activities

Technology	Activities
Network Device Management (IPS/IDS, Load Balancer, Advanced Malware Protection—FireEye NX)	<ul style="list-style-type: none"> • Administration: Update policy configurations, assist with maintenance processes, identify vulnerabilities or improper rule configurations • Policy changes: Analyze existing policies and rulesets, update device configuration and rulesets implementation/tuning as per ISO's policy requirements and change management processes • Rulesets audits: Conduct quarterly policies and rulesets audits and gap assessments • Reporting: Provide periodic reporting for device changes, activities and ruleset configuration recommendations • Access Management: Access Provisioning/ Revocation as per business requirements • Health Monitoring: Appliance/Server Monitoring to determine availability and communication status • Upgrade/Maintenance: Periodic upgrades (incl. configuration backup/changes) to the appliance/application software provided by vendor. • Signatures: Monitor and update the intrusion prevention system (IPS)/intrusion prevention system (IDS) signatures • Troubleshooting: Perform troubleshooting or assist in the providing the logs • Provide for Compliance Requirements: Data fetch to support Compliance Requirements (i.e., PCI, HIPAA) • Documentation: Maintain and update documentation

Technology	Activities
Endpoint Protection (Anti-Virus, Anti-Malware, Endpoint Threat Detection)	<ul style="list-style-type: none"> Administration: Update rule configurations, assist with maintenance processes to determine the compliance for AV/HIPS signatures on the endpoints Policy changes: Analyze existing policies and rulesets, update policy configuration and for implementation/tuning as per ISO's policy requirements and change management processes Rulesets audits: Conduct quarterly policies and rulesets audits and gap assessments Reporting: Provide periodic reporting for device changes, activities and ruleset configuration recommendations Access Management: Access Provisioning/ Revocation as per business requirements Health Monitoring: Appliance/Server Monitoring for availability Upgrade/Maintenance: Periodic Upgrades to the appliance/application software provided by vendor Troubleshooting: Perform troubleshooting or assist in the providing the logs Provide for Compliance Requirements: Data fetch to support Compliance Requirements (i.e., PCI, HIPAA) Documentation: Maintain and update documentation
File Integrity Monitoring	<ul style="list-style-type: none"> Access Management: Access Provisioning/ Revocation as per business requirements Compliance: To determine that the agents are installed on the targeted endpoints for compliance review Reporting: To provide periodic reports to leadership for deviations from the baseline Policy/ Rules Configuration: To fine tune/ suppress FIM alerts for known changes such as patching, planned software upgrade Troubleshooting: Perform troubleshooting or assist in the providing the logs Provide for Compliance Requirements: Data fetch to support Compliance Requirements Documentation: Maintain and update documentation
Threat Intelligence (McAfee Threat Intelligence Exchange)	<ul style="list-style-type: none"> Threat Intelligence Reports Monitor feed observables from McAfee Threat Intelligence Exchange (TIE) Manage feed ingestion of McAfee TIE

Technology	Activities
Vulnerability Management	<ul style="list-style-type: none"> • Access Management: Access Provisioning/ Revocation as per business requirements • Health Monitoring: Appliance/Server Monitoring for application availability • Scan configurations: Advise in the events of cyber incidents/breaches • Troubleshooting: Perform troubleshooting or assist in the providing the logs to other teams • Provide for Compliance Requirements: Data fetch to support Compliance Requirements (i.e. PCI, HIPAA) • Documentation: Maintain and update documentation
SIEM	<ul style="list-style-type: none"> • Access Management: Access Provisioning/ Revocation as per business requirements • Health Monitoring: Appliance/Server Monitoring for application availability • Upgrade/Maintenance: Periodic Upgrades to the appliance/application software provided by vendor • Compliance: Determine the legal compliance for log retention is met in accordance with the ISO's requirements • Rules Tuning: Finetuning of rules to determine proper monitoring and reduce load on engines • Configurations: Setup logging configuration to receive logs for new devices and determine logs are received from existing targeted devices
WAF (Web Application Firewall)	<ul style="list-style-type: none"> • Health Monitoring: Appliance/Server Monitoring to facilitate availability • Upgrade/Maintenance: Periodic Upgrades to the appliance/application software provided by vendor • Recommend configuration changes for risk mitigation as applicable in order to maintain compliance with ISO's security requirements • Monitor Security Policy violation • Bi-weekly review of warnings and adjust the parameters accordingly in suggest mode. Implement Enforce mode only after conscientious evaluation over a period as approval by Cook County • Troubleshooting: Perform troubleshooting or assist in the providing the logs • Provide for Compliance Requirements: Data fetch to support Compliance Requirements (i.e. PCI, HIPAA) • Documentation: Maintain and update documentation

Technology	Activities
Web Gateway	<ul style="list-style-type: none"> • Adding new policy/ruleset provided by vendor • Blacklisting/whitelisting of URL's based on business requirements and SOC recommendations • Health Monitoring: Appliance/Server Monitoring to determine application availability • Access Management: Access Provisioning/ Revocation as per business requirements • Software Upgrade/Maintenance: Periodic Upgrades to the appliance/application software provided by vendor • Documentation: Maintain and update documentation
MDM	<ul style="list-style-type: none"> • Health Monitoring: Appliance/Server Monitoring to determine availability • Access Management: Access Provisioning/ Revocation as per business requirements • Upgrade/Maintenance: Periodic Upgrades to the appliance/application software provided by vendor • Troubleshooting: Perform troubleshooting or assist in the providing the logs • Provide for Compliance Requirements: Data fetch to support Compliance Requirements (i.e. PCI, HIPAA) • Documentation: Maintain and update documentation

In addition, we will also review existing and develop additional SOP's to document the procedures as required for ISO's training requirements.

Service Boundaries

While defining the services it is also important to define the boundaries under which the services will operate. Our team's plan to access and maintain on quarterly basis, ISO technologies defined within RFP scope to the latest production code level no less than N-1 (where N = the most current or stable product code level).

Using approach outlined in table below, Deloitte provides methodology to assess and reengineer Cook County current state for Device Management and recommend improvement.

A large rectangular area that has been completely redacted with a solid black fill, obscuring any content that might have been present.

Table 4. Assessment and Reengineering Activities for Device Management service

Activity 3: Threat Intelligence Services

Deloitte will use Cook County’s existing McAfee Intelligence Exchange (TIE) threat feeds for threat monitoring as illustrated in the below table

A large rectangular area that has been completely redacted with a solid black fill, obscuring any content that might have been present.

Table 5. Assessment and Reengineering Activities for Threat Intelligence Service

Activity 4: Alerting/Reporting

Deloitte provides 24x7 alerting and reporting to Cook County ISO team. Deloitte to provide these capabilities using a combination of tools mentioned below to provide the native functionality and integration capacity existing within the ISO toolset.

Develop dashboards that provide an executive overview with key performance indicators for performance and efficiency of the core functions of monitoring and management.

Provide managerial and operational reports to help with visibility and efficiency, through relevant and actionable reports, alert classification, log retention while enhancing the return on investments.

Provide reporting and trending to Cook County's ISO by leveraging existing capabilities on McAfee SIEM. This includes both standard and custom configured reports, trends, and dashboards. Deloitte's Managed Security Operations reporting encompasses daily detail reports of issues, investigated alerts, and identified risks from the security monitoring team. The Cook County ISO team will receive weekly and monthly summary reports outlining major issues, trends, or risks that might result in service failure or indicate a failure to meet agreed-upon SLAs. The McAfee View developed for reporting may include the following.

- Real-time monitoring of analyst investigations
- Triggered security alarms and its associated history
- Integrated data feeds from Threat Intelligence Services
- Trend analysis that reveal trends in policy exceptions and user behavior
- Analysis of event source inventory and summary of the triggered incident by leveraging Alarms
- SIEM reports developed by leveraging the data sources reporting into the McAfee SIEM for activities including but not limited to
 - Botnet activity
 - Virus outbreaks
 - Unauthorized remote access
 - Suspicious activity (terminated account access, key loggers and international VPN access)
 - Disabling system service accounts or services
 - Unusual log activity or systems deleting log activity

Ticketing Tool (such as Service Now and Cherwell) for Alerting and Monitoring — Leverage Cook County's existing tool to raise tickets or incidents, change requests, SLA's and related metrics. We monitor SLA performance for incidents and requests (tracked by workday, week, and month). The monitoring categories include but not limited to the following.:

- Number of new incidents/requests created
- Number of incidents/requests by priority
- Number of incidents/requests by category
- Number of incidents/requests by priority and organization unit affected
- Number of incidents/requests resolved/fulfilled by the Deloitte Managed Services team (also referred as Fusion Managed Services (FMS))

- Number of open incidents/requests
- Number of closed incidents/requests

Jira—We will establish integration between Cook County's McAfee SIEM system into Jira to track the workflows. This will allow the Cook County team to have end-to-end insight into performance data (such as Key Performance Indicator, Critical Service Level, Key Service Level) and access to reports. The below figure depicts the sample workflow which can be customized based on the tool or technology in question.

Sample Incident Escalation and Response Workflow

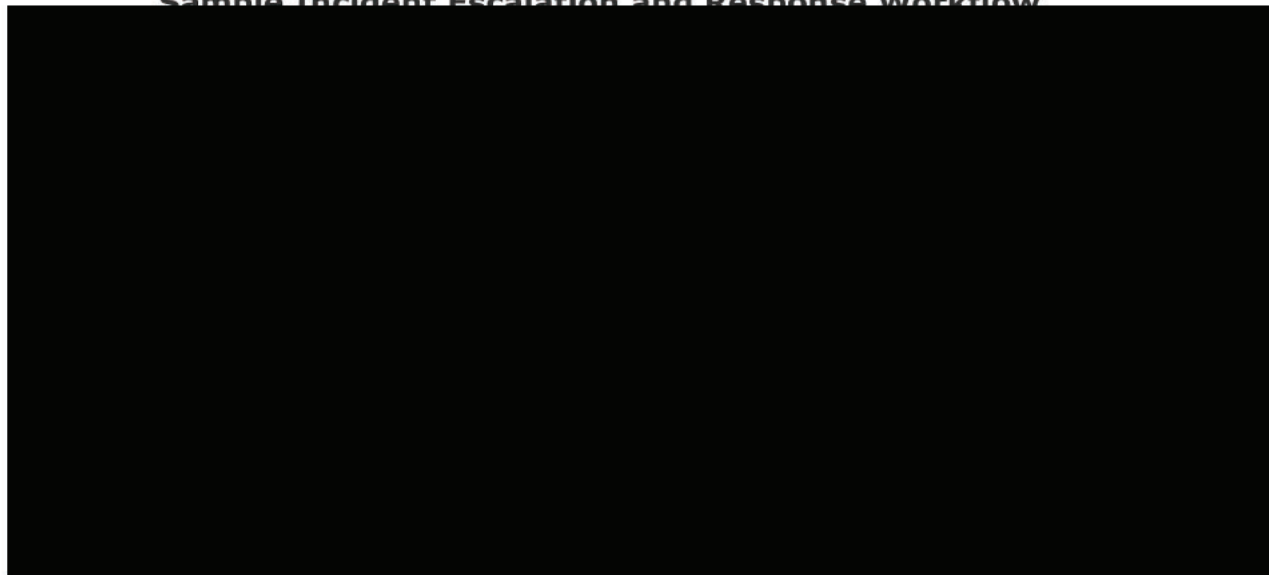


Figure 6. Incident escalation and response workflow

Deloitte to coordinate with Cook County ISO team to define below Security metrics for reporting:

- Key Performance Indictors—Below table represents the KPI's which will be agreed in advance as per ISO requirements.
- Email—Email integration is available and leveraged to provide updates to Cook County's ISO and our professionals.
- Documentation—The Standard Operating Procedures, Runbooks are documented and maintained in your secure internal site (such as SharePoint) and will be shared with Cook County's ISO.

Key Performance Indicators	Improvement Measurement Items
Efficiency	<ul style="list-style-type: none"> • Incident/Defect Closure rate • Average Turnaround Time for <ul style="list-style-type: none"> ○ Resources/Resume ○ Incident resolution ○ Deployment Activity • % of false positives (noise reduction)
Service Quality	<ul style="list-style-type: none"> • Service-level adherence to metrics • Improvement over service level adherence

Table 6. Key Performance Indicators (KPIs)

Using approach outlined in table below, Deloitte provides methodology to assess and reengineer Cook County current state and recommend improvement



Table 7. Assessment and Reengineering Activities for Alerting/Reporting service

Activity 5: Training

Deloitte develops cybersecurity learning program for Cook County's ISO team designed to enhance cybersecurity knowledge and leading practices with a series of learnings to reinforce desired behaviors. The following objectives will be realized with this training approach.

- Assist with the management and execution of existing Cook County's ISO information security awareness initiative.
- Report on metrics for training and awareness initiatives and determine ways to continuously improve them. This will help in development of training criteria including creation of standard operating procedures

Our Approach

To determine an effective Information Security Awareness Program for Cook County's ISO, Deloitte team plans to:

- Develop and provide targeted security training and specialized education to Cook County ISO team on the new capability and features enabled through upgrades of Deloitte managed devices
- Assist Cook County ISO with the execution of initiatives such as Human Firewall Defense, and Information Security Ambassador Program

Service Boundaries

- Support planning and implementation of Information Security awareness trainings: Up to One (1) annually.
- Trainings shall be conducted virtually.

Expected Outcomes

- Training material to provide cyber awareness education and capability introduced through upgrades of the Deloitte managed devices

- Support for the overall training and awareness program, events, competitions/challenges, presentations related to cyber awareness

Activity 6: Exit Transition

Deloitte understands the importance of an outbound/exit transition. We will work with Cook County and the selected service provider to execute an exit transition plan, as discussed in Section 9 of Appendix X – IT Special Conditions. The timeframe for the exit transition may vary depending on the participation of the selected vendor/Cook County, completion of operational readiness and knowledge sharing. Activities related to the development of an execution plan and the performance of the Exit Assistance Services (as defined in Section 9 of Appendix X – IT Special Conditions) will be chargeable on a time and materials basis using the rates set forth on the rate card below.

A suggested approach is shown below:

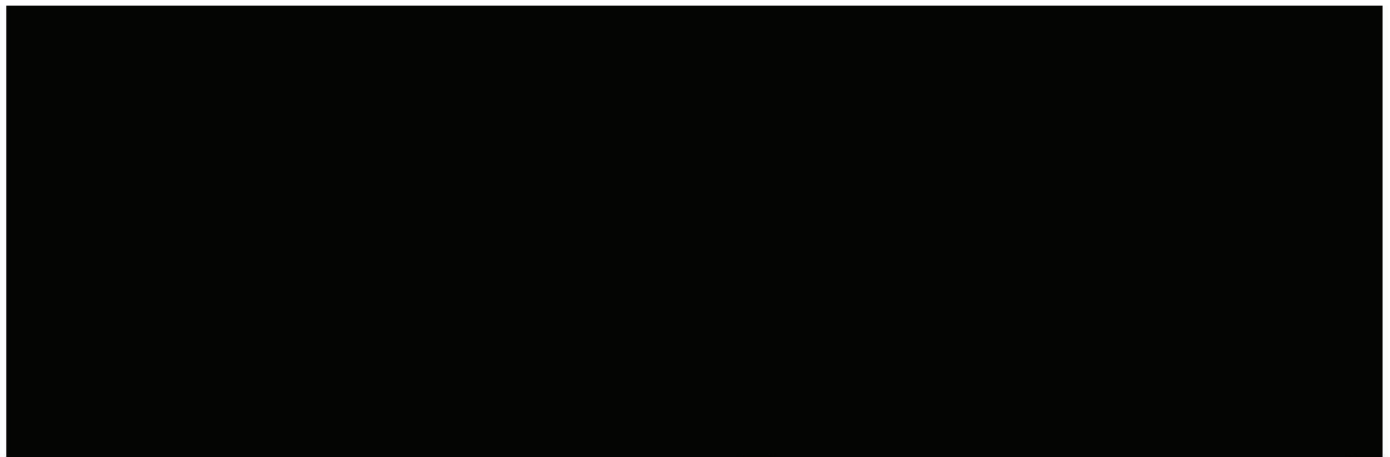


Figure 7. Exit Transition Approach

B. Project Plan, Milestone Event Dates and Deliverables

The detailed project plan will be developed and reviewed with Cook County project manager within the 14 days from Commencement Date. Deloitte will submit the following deliverables during this project.

#	Deliverable	Description	Milestone due date (from Commencement Date)
M-1	Service Transition Plan	Document the steps taken by Deloitte to transition the managed security service from the current vendor along with the transition work plan Document plan related to communication, identify stakeholder designee and resources	+14 days
M-2	Operational Readiness Report	Coordinate with Cook County Stakeholder to define achieved goals and metrics. This report will document the gaps identified as part of the transition process and	+45 days

our suggested improvements options.			
M-3	Service Level Agreement (SLA) Guide	Provides the updated SLA definition and the calculations for the SLA metrics, based on observations during the transition period.	+45 days
M-4	Service Management Guide	Documents our service delivery process including runbooks, service operations process workflow and reporting metrics	+60 days
M-5	Weekly Status Report (Weekly)	Provides weekly updates on alerts monitored, accomplishments, and activities planned for the following week. This report will be submitted on the Wednesday following the completion of the performance week.	+60 days
M-6	SOC Statistics Report (Monthly)	Provides statistics for security events collected, alerts generated, SLAs and along with the updated alert matrix (priority, escalation, and associated contract information). This will be submitted within 10 business days after the end of the performance month.	+60 days
M-7	Quarterly Report	Documents our analysis of the Cook County's threat environment as it relates to Cook County operations. This report will be submitted within 10 business days after the end of the performance period.	+60 days
M-8	Root Cause Analysis (RCA) Report	Provides root cause analysis of incidents (e.g. outages and service degradation) within 10 days of the occurrence.	+60 days

C. Office Space, Equipment & Supplies (To Be Provided by Cook County)

Deloitte will use its SOC in Rosslyn, VA and Mechanicsburg, PA offices for delivering the managed services and other US based office locations. If needed, Cook County will provide space for meetings with County; and provide space for Deloitte practitioners in the Cook County office space.

D. Assigned Personnel

We have identified following personnel for project delivery.



Other assigned personnel: Deloitte will staff with other personnel as needed and maintain the above list and share with the Cook County project manager as needed, during the periodic project management meetings with Cook County.

E. Progress Reports

The deliverables and reports during transition and beyond are highlighted in the Project Communication and Coordination section. Deloitte will provide a monthly status report to Cook County that will document services delivered; Deloitte will deliver the invoice for the monthly services with the monthly managed security services report. Monthly status reports shall not be subject to the deliverable acceptance process described above.

F. Cook County Responsibilities

In addition to Cook County's Client's responsibilities as set forth elsewhere in this SOS or the Agreement, Cook County shall cooperate with Deloitte in the performance by Deloitte of the Services, including (i) if required providing Deloitte with adequate working space, equipment and facilities and timely access to data, information, and personnel of Cook County; (ii) providing experienced and qualified personnel to work with Deloitte as needed on their specific activities in a competent and timely fashion; (iii) providing a stable, fully functional system infrastructure environment which will support the Services and allow Deloitte and Cook County to work productively; and (iv) promptly notifying Deloitte of any issues, concerns or disputes with respect to the Services. With respect to the data and information provided by Cook County or Client to Deloitte or its subcontractors for the performance of the Services, Cook County or Client, as applicable, shall have the rights required to provide such data and information, and shall do so only in accordance with applicable law and with any procedures agreed upon in writing. Deloitte's performance is dependent upon Cook County's and Client's timely and effective satisfaction of their respective responsibilities under this SOS or elsewhere in the Agreement and timely decisions and approvals of Cook County in connection with the Services.

G. MSSP Delivery Requirements

1. Cook County will provide Virtual Private Network (VPN) access necessary for Deloitte access to Cook County IT components.
2. Cook County will have an overall security lead to manage security work delivered by Deloitte.
3. Deloitte will leverage Cook County's current SIEM and security device infrastructure to provide Managed Security services on a co-managed basis. The licensing agreements, warranties and other terms and conditions associated with SIEM and security device infrastructure, will be owned and managed by Cook County.
4. Cook County will maintain the product license and support contracts with the appropriate vendors for the products including the software and hardware that Deloitte will use for this project. Deloitte will notify the county on the product's end of support life timeframes in a timely basis to allow the county to procure additional support or plan for product replacement.
5. Deloitte will use Cook County's on-premise solution, system environment (e.g.: production, development, disaster recovery and test) and access your data center and resources for monitoring and management of system.
6. Cook County will establish the Disaster Recovery environment and perform periodic component level testing.
7. Deloitte applies vendor-provided patches to the SIEM and Security Infrastructure technologies on a quarterly basis and implements vendor-provided System version upgrades to the SIEM and Security Infrastructure technologies once per annum. Occasional patches or upgrades may be applied on an as-needed basis. For the avoidance of doubt, Deloitte shall have no obligation with respect to applying any patches and/or upgrades to any supporting IT infrastructure outside of the SIEM and Security device within scope of this project.
8. If Deloitte determines that a Use Case(s) or data feed(s) is causing a performance, capacity or availability problem with the SIEM due to Events that are non-actionable, i.e. due to a

misconfiguration and not indicative of a Security Incident, ("Non-Actionable Events"), Deloitte will request that Cook County's approval to make modifications or agree to an alternative solution to the identified problem within five (5) Business Days of such request. Deloitte personnel will not be responsible for continuing to alert Cook County about Non-Actionable Events once such initial communication has been made to Cook County. Cook County shall provide sufficient resources to review and provide feedback on System outputs.

9. Deloitte shall be exempted from providing metrics for platforms or tools that do not provide the technical capability to gather required information, and for which Cook County cannot provide Deloitte with alternative data collection or access.
10. Based on log volume provided by Cook County during the Q&A phase (15.5B logs in November 2020 with just over 154M being security relevant resulting in 50 incident tickets being opened), Deloitte has estimated an average daily volume of 20 threat alerts in a 24 hour timeframe. If the log volume and the corresponding average daily threat alert volume shows a consistent increase for a month, we will work with Cook County to determine the new volume of threat alerts for ongoing monitoring and submit a change request.
11. The following occurrences shall be excluded from calculation of service availability:
 - a. Outages due solely to faults in equipment outside the control of Deloitte.
 - b. Scheduled outages in accordance with the terms of the established change management procedures.
 - c. Outages due to planned, applied changes (e.g. software/hardware changes) agreed and documented as part of the established change management procedures.
 - d. Outages caused by a failure by Cook County to meet the requirements defined in this SOS.
 - e. Outages at the request of the Cook County.
12. Due to evolving threat profiles or changes to Cook County's environment, Deloitte does not warrant that provided content will perform as designed in every instance. Deloitte does not warrant that it will find all actionable security incidents while providing its Managed Security Services to monitor the Cook County's environment, or that all security incident will be remedied to Cook County's satisfaction. Deloitte does not warrant that all relevant security threats can or will be identified by the Services.
13. With respect to the data and information provided by Cook County and Deloitte or its subcontractors for the performance of the Services, Cook County shall have all rights required to provide such data and information, and shall do so only in accordance with applicable law and with any procedures agreed upon in writing.
14. Should high Managed Security Services tickets and SIEM alert volumes occur as set forth below, our time to respond for incident tickets will be limited as follows:
 - a. Critical Priority Tickets: Deloitte will respond to a maximum of one (1) Critical priority ticket in any two-hour period of monitoring.
 - b. High Priority Tickets: Deloitte will respond to a maximum of two (2) High priority tickets within any four-hour period of monitoring. In the event that both Critical and High priority tickets are received within the same four-hour period of monitoring, Deloitte will be responsible for responding to a maximum of one (1) Critical priority ticket and one (1) High priority ticket within that four-hour period of monitoring.
 - c. Medium Priority Tickets: Deloitte will respond to a maximum of four (4) Medium priority tickets within any four-hour period of monitoring. In the event either Critical or High tickets are received in addition to Medium tickets within any four-hour period of monitoring, Deloitte will respond to a maximum of two (2) Medium priority tickets within the same four-hour period, and Deloitte's responsibility for responding to the Critical and/or High tickets during that period shall remain as indicated in the preceding paragraphs.

15. Alert Volume Buffer: Deloitte will perform the Threat Monitoring Services for a volume of up to twenty (20) triggered SIEM security alerts in any twenty-four (24)-hour period as averaged over any calendar quarterly period during the term of this contract. If the actual average daily security alert volume exceeds twenty (20) alerts over a period in excess of a calendar quarter, Deloitte and Cook County will amend the contract through a Change Order process with pricing to account for the additional volume.

I. Definitions of Selected Terms.

The following definitions are provided for clarification purposes.

1. “Ad Hoc” refers to a research activity, query or other activity designed for a specific immediate problem or task related to a Security Event, and not intended to be more broadly adapted as part of general service delivery.
2. “Agile Development” or “Agile” refers to a software development methodology in which Content Items are developed in an accelerated fashion to respond to evolving Cook County needs. The steps of the agile development life cycle typically include design, development, testing, submission for Cook County approval, and delivery.
3. “Alert Matrix” refers to a documented list of security alerts that can be generated from the SIEM and what priorities, actions and/or escalations are assigned to them.
4. “Business Days” means Monday through Friday, excluding major holidays recognized by Deloitte
5. “Business Hours” are defined as 8:00 AM. through 5:00 PM Eastern time on any Business Day.
6. “Client” refers to the Cook County Information Security Office (“ISO”) which is an office under the Bureau of Technology (“BoT”).
7. “Content Item” means one (1) alert, report, or Dashboard created on the SIEM to meet a Cook County-specified business or technical requirement for System output.
8. “Custom Development” means the performance of development activities to enable Use Cases or other monitoring logic that is not feasible to build using the standard development features of the SIEM. Custom Development includes building data pre-processing or design and construction of scripts.
9. “Custom Connector” or “Custom Parser” or “Vendor Connector” refers to a Deloitte developed system software or component that is used by the SIEM to collect Security Event log data or system audit events from a Source Device. A Custom Connector is developed when no standard third party vendor-supplied System Connector exists.
10. “Dashboard” is a high-level visual summary and trend indication of one or more notable security-related events reported by the SIEM. More than one Dashboard may exist within the SIEM.
11. “Data Source” or “Source Device” or “In-Scope Monitored Device” means any IT system or set of structured data that provides information that must be read, processed, correlated, stored or loaded into the SIEM. A list of Data Sources / Source Devices will be maintained and updated periodically as part of the Build Cycle Description documents. These may include, but are not limited to, databases, application logs, server events and logs, data files, security appliances or applications, or software components of network infrastructure devices.
12. “Development Environment” refers to a server or cluster of servers designated for code development only and that is physically and logically isolated from servers hosting applications, databases or other information technology resources accessed by end-users to perform computing or other functions related to organizational or commercial daily operations.
13. “Event” refers to unusual or anomalous actions detected on a particular target system.

14. "Messages Per Second (MPS)" is calculated as the subset of events (per second) processed by the McAfee SIEM solution based on threat monitoring use cases and devices the data is collected from.
15. "Operational Incident" refers to an occurrence in the SIEM that impacts the availability or stability of such SIEM, excluding Security Events and Security Incidents.
16. "Outage" refers to an Operational Incident that results in a period of time when a SIEM is not available for access by authorized users.
17. "Production Environment" refers to a server or cluster of servers hosting applications, databases or other information technology resources accessed by end-users to perform computing or other functions related to organizational or commercial daily operations.
18. "Requirement" refers to the desired output of the SIEM as defined by authorized Cook County security team personnel. Deloitte creates Content Items to meet Cook County-defined Requirements.
19. "Responsible, Accountable, Consulted, and Informed" or "RACI" or "RACI Matrix" refers to a table or matrix that defines the participation by various roles in completing project tasks. A RACI is designed to clarify roles and responsibilities in cross-functional/departmental projects and processes. The components of a RACI are: Responsible: The project participants who do the work to achieve project task; Accountable: the project role who is ultimately answerable for the completion of a project task, and the one who delegates the work to those Responsible; Consulted: Roles whose opinions are sought about a project task, typically subject matter experts; and Informed: Those who are kept up-to-date on progress toward completion of the task or Deliverable.
20. "Security Alert" refers to an automated analysis of correlated Security Events by the SIEM, which results in the production of one or more alerts in email, text, or other visual format to notify SIEM users of potential Security Incidents.
21. "Security Event" refers to an occurrence in an in-scope system that is relevant to the security of the system and which may be indicative of malicious or unauthorized activity.
22. "Security Incident" is a Security Event that involves a security violation in which an in-scope monitored Data Source's security policy is disobeyed or otherwise breached in a manner that adversely affects the confidentiality, integrity, and/or availability of such Data Source.
23. "Security Information and Event Monitoring System" or "SIEM" refers to a technology platform that is capable of receiving a threat- or security-related feed from a Data Source and that has configurable objects such as rules, triggers, alerts, filters, Dashboards, views, and reports that allow alerting or other analytic outputs to be configured on that component.
24. "SLAs" refers to service level agreements as mutually agreed to by the parties in either this Agreement or the applicable Alert Matrix.
25. "System Connector" refers to any third-party vendor-provided or Deloitte -developed system software or component that is used by the SIEM to collect Security Event log data or system audit events from a Source Device.
26. "Threat Intelligence" means the performance and results of Deloitte analysis regarding potential threats to the Cook County and its business operations.
27. "Use Case" or "UC" means a discrete set of SIEM settings and configurations (rules, filters, Dashboards, views, and reports) required to achieve a particular Cook County requirement, as may be defined in a Build Cycle Description or Business Requirements Document.

Attachment A: Service Level Agreements

Deloitte will provide Services in accordance with the Service Levels outlined in the table below (or such other Service Levels as Deloitte and the Cook County may agree to in writing), commencing on the first full month after the transition period is completed and accepted by Cook County. Deloitte understands that the transition timeline may be accelerated. Deloitte requires a minimum of four weeks to set up the operations and process for Cook County environment. Deloitte and Cook County have agreed to an SLA waiver for 60 to 90-days from end of the transition period. Furthermore, Deloitte will not be responsible for any failure to meet any Service Level for reasons outside of its control.

Deloitte will provide multi-tiered support as illustrated in the in the following table which describes different service levels and responsibilities. Below are the SLA at which our managed service operates.

Service Level Agreements (SLAs)

Metrics	Definition	Description	Formula	Target/ Threshold Value	Support Coverage
Availability	Amount of time Service is working at full functionality, during the time it is required to do so	Uptime of Service in % (exclusive of regularly scheduled, planned downtime), measured on a monthly basis	Availability % = uptime/ (unplanned downtime + uptime)	99.9%	P1/P2: 24x7; All other issues: 16x5 (Mon—Fri 6 am—10 pm local US time)
Incident Response Time Attainment	Amount of time is takes to assign a resource to an incident since it has entered the Managed Service Support queue	% of incidents responded to within defined response time	[# of incidents (by severity level) responded to within defined time frame (per severity level) per reporting period/total # of incidents (by severity level) entered queue per reporting period] * 100	Critical—90% High—85% Medium- 80% Low- 75%	
Incident Resolution Time Attainment	Amount of time takes to resolve an incident since it has entered the queue	% of incidents resolved in within defined response time	[# of incidents (by severity level) resolved within defined time frame (per severity level) per reporting period/total # of incidents (by severity level) entered queue	Critical—90% High—85% Medium- 80% Low- 75%	

Metrics	Definition	Description	Formula	Target/ Threshold Value	Support Coverage
			per reporting period] * 100		

Incident Management SLAs

Incident Severity/ Priority Level	Description	Target Response Time	Target Resolution Time
Critical/Priority 1	Total loss of service or severe degradation of service. All or majority of end users of the service are affected. There is no possible alternative	Within 30 minutes	Within 4 hours
High/ Priority 2	Partial loss of service or performance of service is seriously degraded but operational. The problem affects majority of end users	Within 4 hours	Within 8 hours
Medium/ Priority 3	Partial loss of service or performance of service is degraded but operational. Problems affect few end users.	Within 1 business day	Within 3 business days
Low/ Priority 4	An informational inquiry or non-reoccurring incident exists with service. Problem affects individual end user or few end users. Work arounds are ready of available	Within 2 business days	N/A

The Maximum Response Time is 24-36 hours and is a response time excluding weekends and holidays where the incident occurs. Holidays and weekends may add 1-2 days to the response time due to travel/ coordination logistics. Deloitte will provide multi-tiered support, except Tier 1 support assuming the County to provide a Tier 1 support, as illustrated in the following table which describes different service levels and responsibilities.

Multi-Tiered Support

Support Tier	Team Responsibilities	County's Responsibilities
Level 1	<ul style="list-style-type: none"> County to assist support definition 	<ul style="list-style-type: none"> Help Desk support to End-users Password resets, account unlocks
Level 2	<ul style="list-style-type: none"> Level 1 escalation with service deck Regular patching application upgrades How to answers, initial troubleshooting Health check, monitoring, server restarts, log cleanup Routine service requests and enhancements 	<ul style="list-style-type: none"> Application access Data feeds

Support Tier	Team Responsibilities	County's Responsibilities
Level 3	<ul style="list-style-type: none"> • Level 2 escalation engineering support • Bug fixing, enhancements, engineering services • Problem management and root cause analysis • Continuous improvements 	<ul style="list-style-type: none"> • Application access troubleshooting
Security Services	<ul style="list-style-type: none"> • Availability and capacity monitoring and management • Third party control audits/remediation (annual) 	<ul style="list-style-type: none"> • Network access, VPN to application/system data centers Authorized access to SaaS apps
Service Delivery Management	<ul style="list-style-type: none"> • Service level management and monthly service level reporting • Control and compliance monitoring and reporting • Own and resolve escalations • Demand and portfolio management • Innovation roadmap 	<ul style="list-style-type: none"> • Articulate new business needs and requirements • Collaborate on service improvements and innovation roadmap
Expert Services (on demand)	<ul style="list-style-type: none"> • Custom requests • Ad hoc project support 	<ul style="list-style-type: none"> • Complete request intake • Assist scoping follow-up

EXHIBIT 2

Schedule of Compensation

EXHIBIT 2 – Schedule of Compensation

The amounts set forth in the table below reflect the “Monthly Service Charges” for the Services for each Contract Month. Subject to the following, Deloitte will invoice Cook County on a monthly basis for the applicable Monthly Service Charge and Cook County will pay such amounts in accordance with the terms of this Agreement.

- Deloitte will utilize standard billing formats that conform to Deloitte’s established billing policies and procedures for a firm, fixed-price contract. Payment terms for invoices are net 90 days.
- For each Contract Month during the Transition Period for up to two months in total, Deloitte agrees to provide a reduction in transition cost by 100% for the suggested eight-week transition, as a Deloitte investment to Cook County
- Deloitte understands that the continued delivery of the services and payments beyond the first 48 months is subject to the contract being renewed by Cook County.
- In the event of travel to Cook County project location(s) is required for project team members that reside outside of the Cook County area, Deloitte will request written approval in advance of such travel. Deloitte will adhere to the Cook County travel policy whereby a travel voucher would be required to have a Cook County approval in order to be reimbursed.

Definitions:

- “Contract Month” means each calendar month (or part thereof) during the term of the Agreement.
- “Transition Period” means the period of time commencing on the Effective Date of this Agreement and ending at the end of 8 weeks (or less) in which the Cook County accepts Deloitte to complete transition from existing service provider to commence Managed Security Services defined in this SOS.

Deloitte will invoice the Cook County at the end of each month for Managed Security Services including transition during the four-year (48 months) base contract period, as detailed below:

- Yearly Mandatory Professional Services Cost: \$1,076,978.00. This number includes the discount fees for the transition period.
- Annual Incident Response Retainer: \$25,000.00 for a maximum of 100 incident response hours. The 100 incident response hours includes activities related to triaging such as obtain background information and initial data capture, responding such as advising on a containment strategy, and helping the County recover from a specific incident such as providing specific recommendations related to the improvement of the architecture. Cook County can use these hours for other mutually agreed upon Deloitte cyber services
- One-time Transition Cost: \$0

Activity 6 (Exit Transition) and all Exit Assistance Services will be invoiced monthly on a time and materials basis using the rate card below which charges are in addition to the monthly service charges below.

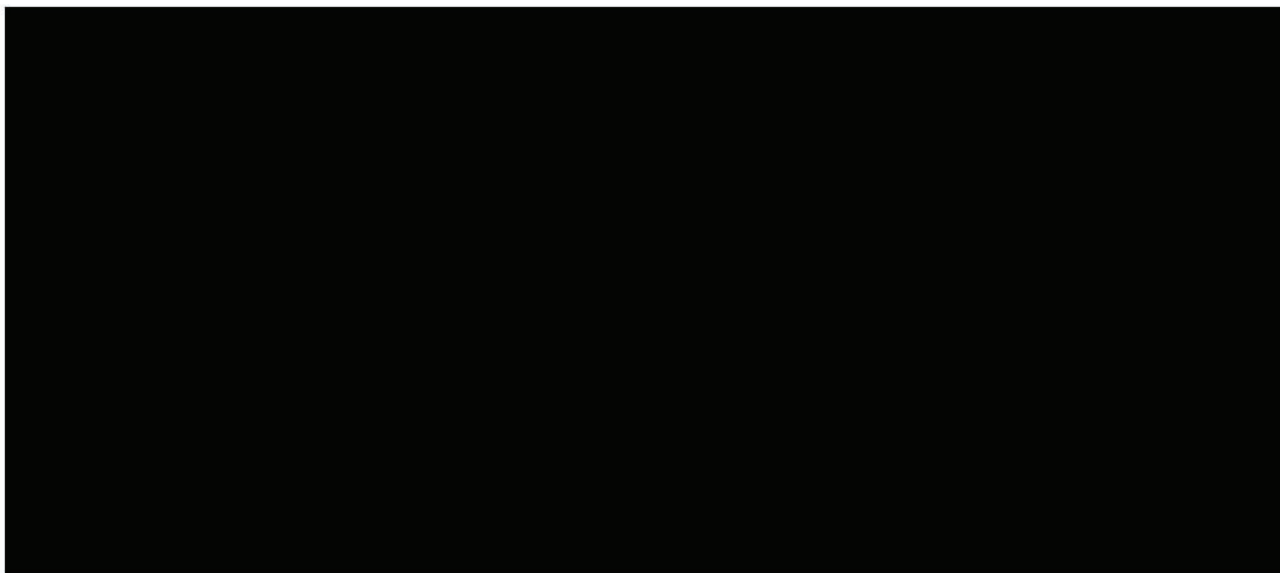
In the event Cook County requires Deloitte to perform Optional Services, Deloitte will review the scope of services and charge separately based on agreed upon submitted pricing sheet.

Contract Month	Monthly Service Charges
1	114,748.16
2	89,748.16
3	89,748.16
4	89,748.16
5	89,748.16
6	89,748.16
7	89,748.16
8	89,748.16
9	89,748.16
10	89,748.16
11	89,748.16
12	89,748.16
13	114,748.16
14	89,748.16
15	89,748.16
16	89,748.16
17	89,748.16
18	89,748.16
19	89,748.16
20	89,748.16
21	89,748.16
22	89,748.16
23	89,748.16
24	89,748.16
25	114,748.16
26	89,748.16
27	89,748.16
28	89,748.16
29	89,748.16
30	89,748.16
31	89,748.16
32	89,748.16
33	89,748.16
34	89,748.16
35	89,748.16
36	89,748.16
37	114,748.16
38	89,748.16
39	89,748.16
40	89,748.16
41	89,748.16
42	89,748.16
43	89,748.16
44	89,748.16
45	89,748.16

46	89,748.16
47	89,748.16
48	89,748.16

On a quarterly basis, Deloitte will review the scope of services delivered as defined in Exhibit 1. If the volume exceeds the baseline capacity as described in Exhibit 1, Section G “MSSP Delivery Requirements” – item #10 (baseline capacity is also referred to as the “contracted volume”), Deloitte will submit a change order proposal to Cook County for the revised scope based on the cost guidance submitted in pricing proposal.

The following table describes the areas that will require a change request:



Based on the scope of services defined in the change request or for additional services, Deloitte will provide a fixed fee or use the rate card below (for mandatory contract year):

#	Role	Description	Hourly Rate
1	Senior Architect	<p>Professionals with more than eight years of demonstrated cybersecurity experience such as cybersecurity tools, system/network/cloud security, and cyber risk management processes. Typical responsibilities include:</p> <ul style="list-style-type: none"> • Develop and enable security and/or technology roadmap and strategy • Develop and document solution processes, procedures, and information workflows for security • Design, configure, implement and maintain security solutions such as (but not limited to): IAM, Data protection, network/perimeter security, application security, system security, cloud security, eGovernance, Risk and Compliance, IOT, blockchains, mobile security and other emerging technology • Work with Cook County stakeholders to facilitate and lead security management activities • Maintain communication with Cook County on status of the project, challenges, risks, and create and drive deliverables 	

		<ul style="list-style-type: none"> • Provide security solution and technology subject matter expertise around the security solution design/implementation • Work with Cook County to define requirements, assisting in the security solution design/implementation, security assessment and operations • Provide technical expertise with security architecture design/implementation and management 	
2	Architect	<p>Professionals with more than five years of demonstrated cybersecurity experience such as cybersecurity tools, system/network/cloud security, and cyber risk management processes. Typical responsibilities include:</p> <ul style="list-style-type: none"> • Develop and rollout the information security management strategy • Develop and document solution processes, procedures, and information workflows for security • Design, configure, implement and maintain security solutions such as (but not limited to): IAM, Data protection, network/perimeter security, application security, system security, cloud security, eGovernance, Risk and Compliance, IOT, blockchains, mobile security and other emerging technology • Work with Cook County stakeholders to facilitate and lead security management activities • Maintain communication with Cook County stakeholders on status of the project, challenges, risks, and create and drive deliverables • Provide security solution and technology subject matter expertise around the security solution design/implementation • Work with Cook County stakeholders to define requirements, assisting in the security solution design/implementation, security assessment and operations • Provide technical expertise with security architecture design/implementation and management 	
3	Senior Developer/ Engineer	<p>Professionals with more than five years of demonstrated security implementation, configuration and development experience with cybersecurity tools, system/network/cloud security, and cyber risk management processes. Typical responsibilities include:</p> <ul style="list-style-type: none"> • Develop and document solution processes, procedures, and information workflows for security • Install/Implement, Configure, Develop custom code, test and maintain security solutions such as (but not limited to): IAM, Data protection, network/perimeter security, application security, system security, cloud security, eGovernance, Risk and Compliance, IOT, blockchains, mobile security and other emerging technology • Work with Cook County stakeholders to facilitate and lead security development and rollout activities • Maintain communication with Cook County stakeholders on status of the project, challenges, risks, and create and drive deliverables • Provide appropriate security technology subject matter expertise 	
4	Developer/ Engineer	<p>Professionals with more than five years of demonstrated cybersecurity experience such as cybersecurity tools, system/network/cloud security, and cyber risk management processes. Typical responsibilities include:</p> <ul style="list-style-type: none"> • Develop and rollout the information security management strategy • Develop and document solution processes, procedures, and information workflows for security • Design, configure, implement and maintain security solutions such as (but not limited to): IAM, Data protection, network/perimeter security, 	

		<p>application security, system security, cloud security, eGovernance, Risk and Compliance, IOT, blockchains, mobile security and other emerging technology</p> <ul style="list-style-type: none"> • Work with Cook County stakeholders to facilitate and lead security management activities • Maintain communication with Cook County stakeholders on status of the project, challenges, risks, and create and drive deliverables • Provide security solution and technology subject matter expertise around the security solution design/implementation • Work with Cook County stakeholders to define requirements, assisting in the security solution design/implementation, security assessment and operations • Provide technical expertise with security architecture design/implementation and management 	
5	Junior Developer/Engineer	<p>Professionals with more than five years of demonstrated security implementation, configuration and development experience with cybersecurity tools, system/network/cloud security, and cyber risk management processes. Typical responsibilities include:</p> <ul style="list-style-type: none"> • Develop and document solution processes, procedures, and information workflows for security • Install/Implement, Configure, Develop custom code, test and maintain security solutions such as (but not limited to): IAM, Data protection, network/perimeter security, application security, system security, cloud security, eGovernance, Risk and Compliance, IOT, blockchains, mobile security and other emerging technology • Work with Cook County stakeholders to facilitate and lead security development and rollout activities • Maintain communication with Cook County stakeholders on status of the project, challenges, risks, and create and drive deliverables • Provide appropriate security technology subject matter expertise 	
6	Senior Operations Analyst	<p>Professionals with more than three years of demonstrated security implementation, configuration and development experience with cybersecurity tools, system/network/cloud security, threat analysis and cyber risk management processes. Typical responsibilities include:</p> <ul style="list-style-type: none"> • Develop and document solution processes, procedures, and information workflows for security • Install/Implement, Configure, Develop custom code, test and maintain security solutions such as (but not limited to): IAM, Data protection, network/perimeter security, application security, system security, cloud security, eGovernance, Risk and Compliance, IOT, blockchains, mobile security and other emerging technology • Work with Cook County stakeholders to facilitate and lead security development and rollout activities • Maintain communication with Cook County stakeholders on status of the project, challenges, risks, and create and drive deliverables • Provide appropriate security technology subject matter expertise 	
7	Operations Analyst	<p>Professionals with appropriate training and knowledge of security implementation, configuration and development experience with cybersecurity tools, system/network/cloud security, threat analysis and cyber risk management processes. Typical responsibilities include:</p> <ul style="list-style-type: none"> • Develop and document solution processes, procedures, and information workflows for security 	

- Install/Implement, Configure, Develop custom code, test and maintain security solutions such as (but not limited to): IAM, Data protection, network/perimeter security, application security, system security, cloud security, eGovernance, Risk and Compliance, IOT, blockchains, mobile security and other emerging technology
- Work with DIS and DIS covered agency stakeholders to facilitate and lead security development and rollout activities
- Maintain communication with DIS and DIS covered agency on status of the project, challenges, risks, and create and drive deliverables
- Provide appropriate security technology subject matter expertise

Contract Extension: Cook County can extend Deloitte's contract for two two-year terms based on our Best and Final Offer (BAFO) submission.

EXHIBIT 3

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

Exhibit 3
Cook County Information Technology Special Conditions (ITSCs)

1. DEFINITIONS FOR SPECIAL CONDITIONS

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

1.2. ***Reserved.***

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

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

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

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

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

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

1.9. ***“Contractor”*** has the same meaning as both “Contractor” and “Consultant” as such terms are defined, and may be interchangeably used in the Professional Services Agreement to which this Exhibit 3 is attached (the “Agreement”).

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

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

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

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

1.13. ***“Contractor IP Materials”*** means all IP Materials owned or licensed by Contractor or created by Contractor prior to or independently of this Agreement and all modifications, enhancements and derivatives works thereof.

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

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

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

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

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

1.19. ***“Data Protection Laws”*** means Laws in connection with the processing of Personal Information, including those provisions of the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. §§ 1320(d) et seq.) as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (42 U.S.C. §§ 17921 et seq.).

1.20. ***“Data Security Breach”*** means the unauthorized or unlawful access, use, or disclosure of any Using Agency Data or other Using Agency Confidential Information under the control of Contractor.

1.21. ***“Deliverable”*** has the same meaning as “Deliverable” as defined in the Agreement. In either case, Deliverables includes without limitation Contractor-Provided Equipment, Contractor-Provided Software, Developed Intellectual Property.

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

1.23. ***“Developed Software”*** any Software conceived, developed, or authored in the course of or in connection with the provision of the Services for delivery to Using Agency by Contractor (including any modifications, enhancements, patches, upgrades or similar developments).

1.24. ***“Disaster”*** means a sudden, unplanned, calamitous event causing substantial damage or loss as defined or determined by a risk assessment and business impact analysis, and which creates an

inability or substantial impairment on the organization's part to provide critical business functions for a material period of time. This also includes any period when the Using Agency management decides to divert resources from normal production responses and exercises its Disaster Recovery Plan.

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

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

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

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

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

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

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

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

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

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

1.35. ***Reserved.***

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.52. **“Using Agency Data”** means all data, whether Personal Information or other data, provided by the Using Agency to Contractor, provided by Third Parties to Contractor for purposes relating to this Agreement, or otherwise encountered by Contractor for purposes relating to this Agreement, including all data sent to Contractor by the Using Agency and/or stored by Contractor on any media relating to the Agreement, including metadata about such data. To the extent there is any uncertainty as to whether any data constitutes Using Agency Data, the data in question shall be treated as Using Agency

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

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

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

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

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

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

2. SERVICES AND DELIVERABLES

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

2.2. Reserved.

2.3. Reserved.

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

2.5. Reserved.

2.6. Reserved.

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

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

2.9. Resources Necessary for Services. Except with respect to the Contractor Facilities from which Contractor has agreed to perform the Services from and the VPN connectivity to the County systems, the County shall provide and be financially responsible for all Equipment, Software, materials, facilities, systems and other resources needed to perform the Services in accordance with the Agreement.

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

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

2.12. Reserved.

2.13. Cooperation with Using Agency's Third-Party Contractors. Contractor shall cooperate with all Third-party Contractors to coordinate its performance of the Services with the services and systems of such Third-Party Contractors. Subject to reasonable confidentiality requirements, such cooperation shall include providing: (a) applicable written information, standards and policies concerning any or all of the systems, data, computing environment, and technology direction used in performing the Services so that the goods and services provided by the Third Party Contractor may work in conjunction with or be

integrated with the Services; (b) assistance and support services to such Third Party Contractors; (c) Contractor's quality assurance, its development and performance acceptance testing and the applicable requirements of any necessary interfaces for the Third Party Contractor's work product; (d) applicable written requirements of any necessary modifications to the systems or computing environment; and (e) access to and use of the Contractor's Assets as mutually agreed upon by the Using Agency and Contractor (such agreement not to be unreasonably withheld or delayed) and subject to the Third Party Contractor's agreement to comply with Contractor's applicable standard security policies.

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

3. WARRANTIES

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

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

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

3.4. Reserved.

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

3.6. Viruses. Contractor represents and warrants that it has not knowingly provided, and will not knowingly provide, to the Using Agency in connection with the Services, any Software that uses Illicit Code. Contractor represents and warrants that it has not and will not introduce, invoke or cause to be invoked such Illicit Code in any Using Agency IT environment at any time, including upon expiration or

termination of this Agreement for any reason, without the Using Agency's prior written consent. If Contractor discovers that Illicit Code has been introduced into Software residing on Equipment hosted or supported by Contractor, Contractor shall, at no additional charge, (a) immediately undertake to remove such Illicit Code, (b) promptly notify the Using Agency in writing of the introduction, and (c) use reasonable efforts to assist the County in correcting and repairing any damage to Using Agency Data or Software caused by such Illicit Code and otherwise assist the Using Agency in mitigating such damage and restoring any affected Service, Software or Equipment to their most recent backup.

3.7. Resale of Equipment and Software. If Contractor resells to the Using Agency any Equipment or Software that Contractor purchased from a Third Party, then Contractor, to the extent it is legally able to do so, shall act solely as payee agent and the license shall be directly between Agency and the Third Party. Contractor will have no responsibility nor liability or such Equipment or Software as the terms pertaining thereto shall pass directly between Agency and the Third Party, including any such Third Party warranties to the Using Agency and reasonably cooperate in enforcing them.

3.8. Data Security. Contractor warrants and represents that (i) the performance of the Services shall not knowingly nor negligently permit any unauthorized access to or cause any loss or damage to Using Agency Data, Using Agency Intellectual Property, or other Using Agency Confidential Information under Contractor's control; and (ii) it complies and shall comply with all Using Agency security policies applicable to the Services in place from time to time during the term of this Agreement of which it is apprised in writing in advance of this Agreement or pursuant to a change order or written agreement between the parties.

4. INTELLECTUAL PROPERTY

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

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

Agreement.

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

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

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

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

5. USING AGENCY DATA AND CONFIDENTIALITY

5.1. Property of Using Agency. All Using Agency Confidential Information, including without limitation Using Agency Data, shall be and remain the sole property of the Using Agency. Contractor shall not utilize the Using Agency Data or any other Using Agency Confidential Information for any purpose other than that of performing the Services under this Agreement. Contractor shall not, and Contractor shall ensure that its Subcontractors, its employees, or agents do not, possess or assert any lien or other right against or to the Using Agency Data or any other Using Agency Confidential Information. Without the Using Agency's express written permission, which the Using Agency may give or withhold in its sole discretion, no Using Agency Data nor any other Using Agency Confidential Information, or any part thereof, shall be disclosed, shared, sold, assigned, leased, destroyed, altered, withheld, or otherwise restricted of by Contractor or commercially exploited by or on behalf of Contractor, its employees, Subcontractors or agents, except pursuant to Section 5.5 below.

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

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

5.4. Public Records. Contractor will adhere to Laws governing Public Records located at 50 ILCS 205/1 et seq. and at 44 Ill. Admin. Code 4500.10 et seq applicable to Contractor in the performance of its Services hereunder.

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

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

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

5.8. Background Checks of Contractor Personnel. Whenever the Using Agency deems it reasonably necessary for security reasons, the Using Agency or its designee may conduct, at its expense, criminal and driver history background checks of Contractor Personnel. Contractor and its Subcontractors shall immediately reassign any individual who, in the opinion of the Using Agency, does not pass the background check. Using Agency hereby agrees to maintain the confidentiality of the results of any such checks as Contractor Confidential Information and to use the results solely for purposes of approval of such Contractor Personnel's assignment hereunder.

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

6. DATA SECURITY AND PRIVACY

6.1. General Requirement of Confidentiality and Security. It shall be Contractor's obligation to maintain the confidentiality and security of all Using Agency Confidential Information, including without limitation Using Agency Data, in connection with the performance of the Services, to the extent such information is under Contractor's control. Without limiting Contractor's other obligations under this Agreement, Contractor shall implement and/or use network management and maintenance applications and tools and appropriate encryption technologies to protect the aforementioned information to the extent residing on Contractor's information systems. Contractor shall perform all Services utilizing its information systems protected by the foregoing security technologies and techniques as applicable and consistent with industry leading practices and comply with the Using Agency's security policies, procedures and other requirements applicable to Contractor's use of Using Agency-Provided Equipment that are made available to Contractor in writing in advance of this Agreement or pursuant to a change order or written agreement between the parties, including those relating to the inappropriate use or access of Using Agency's systems and networks.

6.2. Reserved.

6.3. Security. Contractor shall establish and maintain reasonable and appropriate physical, logical, and administrative safeguards to preserve the security and confidentiality of the Using Agency Data and other Using Agency Confidential Information under Contractor's control and to protect same against unauthorized or unlawful disclosure, access or processing, accidental loss, destruction or damage. Such safeguards shall be deemed reasonable and appropriate if established and maintained in accordance with the security standards employed by Contractor with respect to the protection of its confidential information and trade secrets as updated and based on generally accepted, industry-standard security standards.

6.4. Written Information Security Program. Contractor shall establish and maintain a WISP designed to preserve the security and confidentiality of the Using Agency Data and other Using Agency Confidential Information under Contractor's control. Contractor's WISP shall include Data Breach procedures and annual Data Breach response exercises. Contractor's WISP shall be reasonably detailed and shall be informed by industry-standard guidelines and best practices.

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

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

6.7. Reserved.

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

6.9. Reserved.

6.10. Reserved.

6.11. Reserved.

6.12. Advertising and Sale of Using Agency Data. Nothing in this Agreement shall be construed to limit or prohibit a Using Agency's right to advertise, sell or otherwise distribute Using Agency Data as

permitted by the Cook County Code of Ordinances.

7. DATA SECURITY BREACH

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

7.2. Data Breach Responsibilities. If Contractor knows or has reason to know that a Data Security Breach has occurred (or potentially has occurred) caused by Contractor, Contractor shall: (a) investigate the Data Security Breach to the extent involving Contractor's information systems or controls and reasonably cooperate with the Using Agency in connection with the Using Agency's investigation of such known and suspected Data Security Breaches; (b) perform any remediation actions that are within the scope of the Services; (c) at the reasonable request and under the direction of the Using Agency, provide the Using Agency with information relating to the Data Security to the extent then known; (d) take any all other remedial actions that the Contractor deems reasonably necessary or appropriate to halt or remedy the cause of the Data Security Breach to the extent involving Contractor's information systems or controls; and (e) reasonably assist Using Agency in Using Agency's provision of notice to all persons whose Personal Information may have been affected or exposed by such Data Security Breach.

7.3. Data Breach Exercises. Contractor shall conduct annual Data Breach exercises. Upon Using Agency request, Contractor shall reasonably participate annually in Using Agency's incident response exercises, or more frequently if requested.

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

8. AUDIT RIGHTS

8.1. Reserved.

8.2. Service Organization Control (SOC 2), Type II Audits. Contractor shall at its sole cost and expense, provide to the Using Agency upon written request a Service Organization Control (SOC 2), Type

It report for the security controls of Deloitte LLP's infrastructure support services system relevant to security and availability (the "SOC 2 Infrastructure Report"), which includes all Contractor data center facilities at which the Using Agency Data is processed or stored. Using Agency shall treat such report as Contractor Confidential Information and shall not disclose such SOC 2 Infrastructure Report or refer thereto in any communication, to any other person or entity other Using Agency employees and representatives (provided that such representatives (i) only use the SOC 2 Infrastructure Report on behalf of the Using Agency, (ii) do not further disclose such SOC 2 Infrastructure Report to any person or entity, and (iii) are subject to confidentiality obligations at least as stringent as those contained herein covering the SOC 2 Infrastructure Report obtained by such representatives).

8.3. Reserved.

8.4. Internal Controls. Contractor shall notify the Using Agency prior to modifying any of its internal controls that adversely impacts the security of the Services and/or Using Agency Data under Contractor's control. Upon request by the Using Agency, Contractor shall make available information on its handling of Using Agency Data to demonstrate compliance with Contractor's security obligations under this Agreement.

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

9. **RIGHT TO EXIT ASSISTANCE**

9.1. Payment for Exit Assistance Services. Exit Assistance Services, as described herein, shall be deemed a part of the Services. Exit Assistance Services shall be performed on a time and materials basis at the rates set forth in Exhibit 2.

9.2. General. Upon Using Agency's request in relation to any termination, regardless of reason, or expiration of the Agreement, in whole or in part, Contractor shall provide the Using Agency and each of its designees Exit Assistance Services described in this Section 9 during the Exit Assistance Period.

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

9.4. Manner of Exit Assistance Services. Contractor shall perform the Exit Assistance Services in a manner that, to the extent the same is within the reasonable control of Contractor: (a) is in accordance with the Using Agency's reasonable direction; (b) is in cooperation with, and causes its Subcontractors to

cooperate with, the Using Agency and the Using Agency's designee(s); (c) supports the efficient and orderly transfer of the terminated Services to the Using Agency; (d) minimizes any impact on the Using Agency's operations; (e) minimizes any internal and Third Party costs incurred by the Using Agency and the Using Agency's designee(s); and (f) minimizes any disruption or deterioration of the terminated Services.

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

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

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

9.8. Using Agency-specific Information. Upon Using Agency's request, Contractor will specifically provide to the Using Agency the following Using Agency Data relating to the Services: (a) SLA statistics, reports and associated raw data; (b) operational logs; (c) the Standards and Procedures Manual; (d) Incident and Problem logs for at least the previous two (2) years; (e) security features; (f) passwords and password control policies; (g) identification of work planned or in progress as of the Termination Date, including the current status of such work and projects; and (h) any other information relating to the Services or the Using Agency's IT or operating environment which would be required by a

reasonably skilled and experienced Contractor of services to assume and to continue to perform the Services following the Termination Date without disruption or deterioration. This section shall not limit any other rights and duties relating to Using Agency Data.

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

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

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

9.12. Software Licenses. If and as requested by the Using Agency as part of the Exit Assistance Services, Contractor shall re-assign licenses to the Using Agency or the Using Agency's designee any licenses for which Contractor obtained Required Consents.

10. MISCELLANEOUS

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

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

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

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

10.5. Change Requests. Except as otherwise set forth in this Agreement, this Section 10.5 and 10.6, below shall govern all Change Requests and Change Orders. If either Party believes that a Change Order is necessary or desirable, such Party shall submit a Change Request to the other. In the event of a Using Agency-initiated Change Request, within five (5) business days of Contractor's receipt of such Change Request, Contractor shall provide to Using Agency a written statement describing in detail:

(a) the reasonably anticipated impact on any Services and Deliverables as a result of the Change Request including, without limitation, Changes in Software and Equipment, and (b) the fixed cost or cost estimate for the Change Request. If Licensor submits a Change Request to Customer, such Change Request shall include the information required for a Change Response.

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

EXHIBIT 4

Minority and Women Owned Business Enterprise Commitment

**TONI PRECKWINKLE**

PRESIDENT

**Cook County Board
of Commissioners**BRANDON JOHNSON
1st DistrictDENNIS DEER
2nd DistrictBILL LOWRY
3rd DistrictSTANLEY MOORE
4th DistrictDEBORAH SIMS
5th DistrictDONNA MILLER
6th DistrictALMA E. ANAYA
7th DistrictLUIS ARROYO, JR.
8th DistrictPETER N. SILVESTRI
9th DistrictBRIDGET GAINER
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13th DistrictSCOTT R. BRITTON
14th DistrictKEVIN B. MORRISON
15th DistrictFRANK AGUILAR
16th DistrictSEAN M. MORRISON
17th District

OFFICE OF CONTRACT COMPLIANCE

EDWARD H. OLIVIERI

DIRECTOR

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

April 19, 2021

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

Re: Contract No. 2045-18286
Managed Security Services Provider
Bureau of Technology

Dear Mr. Sarrafian:

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

Bidder: Deloitte & Touche, LLP
Contract Amount: \$4,407,912.00
Contract Goal: 35% MBE/WBE

<u>MBE/WBE</u>	<u>Status</u>	<u>Certifying Agency</u>	<u>Commitment (Direct)</u>
Ascent Innovations LLC	MBE (8)	Cook County	42%
		Total	42%

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

Sincerely,

Edward H. Olivieri
Contract Compliance Director
EHO/ae

cc: Yaneth Lopez, OCPO
Carlyn Augustave, BOT

MBE/WBE UTILIZATION PLAN - FORM 1

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

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

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

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

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

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

MBE/WBE Firm: Ascent Innovations LLC

Address: 475 N. Martingale Road Suite 820, Schaumburg IL 60173

E-mail: ai.partners@ascent365.com

Contact Person: Sohena Hafiz Phone: 847.915.2946

Dollar Amount Participation: \$1,852,402

Percent Amount of Participation: 43% %

*Letter of Intent attached? Yes X No _____

*Current Letter of Certification attached? Yes X No _____

MBE/WBE Firm: ---- Not Applicable ----

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Current Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

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

MBE/WBE LETTER OF INTENT - FORM 2

MWBE Firm: Ascent Innovations LLC Certifying Agency: Cook County, Illinois
 Contact Person: Sohena Hafiz Certification Expiration Date: October 16, 2021
 Address: 475 N. Martingale Road Suite 820 Ethnicity: Asian Indian
 City/State: Schaumburg Zip: 60173 Bid/Proposal/Contract #: 2045-18286
 Phone: 847.572.8000 Fax: 866.681-9298 FEIN #: 27-1301225
 Email: sohena.hafiz@ascent365.com
 Participation: ☒ Direct ☐ Indirect

Will the MWBE firm be subcontracting any of the goods or services of this contract to another firm?

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

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

Provide Managed Security services using existing hardware and related software
 Maintain toolset effectiveness, provide ticket resolutions, provide SLA reports and discuss scope for improvements
 Provide software upgrade management and related training
 Provide threat hunting, threat intelligence and remediation analysis

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

Dollar Amount: \$1,852,402; Percentage: 43% of contract;

Terms of Payment: Invoices are net 30 days

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

Signature (MWBE)

Sohena Hafiz

Print Name

Ascent Innovations LLC

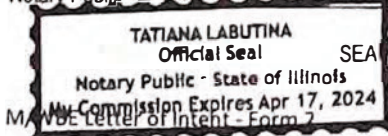
Firm Name

Date

Subscribed and sworn before me

this 18 day of December, 2020

Notary Public: Tatiana Labutina



Signature (Prime Bidder/Proposer)

Vikas Bansal

Print Name

Deloitte & Touche LLP

Firm Name

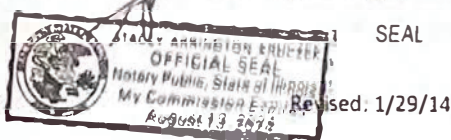
January 6, 2021

Date

Subscribed and sworn before me

this 5th day of January, 2021

Notary Public: Stacey Arrington Kruczek



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

A. BIDDER/PROPOSER HEREBY REQUESTS:

☐

FULL MBE WAIVER

☐

FULL WBE WAIVER

☐

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

_____% of Reduction for MBE Participation

_____% of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

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

☐

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

☐

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

☐

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

☐

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

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

☐

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

☐

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

☐

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

☐

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

☐

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

D. OTHER RELEVANT INFORMATION

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



TONI PRECKWINKLE

PRESIDENT
Cook County Board
of Commissioners

BRANDON JOHNSON
1st District

DENNIS DEER
2nd District

BILL LOWRY
3rd District

STANLEY MOORE
4th District

DEBORAH SIMS
5th District

DONNA MILLER
6th District

ALMA E. ANAYA
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17th District

OFFICE OF CONTRACT COMPLIANCE

EDWARD H. OLIVIERI

DIRECTOR

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

October 16, 2020

Ms. Sohena Hafiz, President
Ascent Innovations, LLC
475 N Martingale Road
Suite 820
Schaumburg, IL 60173

Annual Certification Expires: October 16, 2021

Dear Ms. Hafiz:

Congratulations on your continued eligibility for Certification as a **Minority-owned Business Enterprise (MBE)** and **Women-owned Business Enterprise (WBE)** by Cook County Government. This certification is valid until **October 16, 2025**; however, you must re-validate your firms' certification annually.

As a condition of continued Certification during the five (5) year term, you must file an annual **"No Change Affidavit"** within **sixty (60) business days prior** to the date of the annual expiration. Failure to file this Affidavit may result in the termination of your Certification. You must notify Cook County's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification within **fifteen (15) business days** of such change.

Cook County Government may commence action to remove your firm as a certified vendor if you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of your status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.


Your firm's name will be listed in Cook County's Directory of certified firms in the following area(s) of specialty:

**Technology: Software and Enterprise Resource Planning (ERP) Consulting,
Technology Hardware Reseller**

Your firm's participation on Cook County contracts will be credited toward **MBE** or **WBE** goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward **MBE** or **WBE** goals will be given only for work done in the specialty category.

Thank you for your continued interest in Cook County Government's Minority, Women, Veteran and People with Disabilities Business Enterprise Programs.

Sincerely,


Edward H. Olivieri

Contract Compliance Director

EHO/ek

I. POLICY AND GOALS

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

Contract Type	Goals	
	MBE	WBE
Goods and Services	25%	10%
Construction	24%	10%
Professional Services	35% Overall	

- B. **The County shall set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in this solicitation document. The MBE/WBE participation goals for this Agreement is [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.

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

3. Joint Venture Affidavit

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

B. Petition for Reduction/Waiver

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

attempting to achieve the applicable MBE and WBE goals, and its inability to do so despite its Good Faith Efforts.

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

III. REDUCTION/WAIVER OF MBE/WBE GOALS

A. Granting or Denying a Reduction/Waiver Request.

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

IV. CHANGES IN CONSULTANT'S UTILIZATION PLAN

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

otherwise provided by the Ordinance and according to the policies and procedures promulgated thereunder.

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

V. NON-COMPLIANCE

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

VI. REPORTING/RECORD-KEEPING REQUIREMENTS

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

VII. EQUAL EMPLOYMENT OPPORTUNITY

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

Any questions regarding this section should be directed to:
Contract Compliance Director
Cook County
118 North Clark Street, Room 1020
Chicago, Illinois 60602
(312) 603-5502

EXHIBIT 5

Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/27/2021

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

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

PRODUCER Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036 Attn: realestate.certrequest@marsh.com	CONTACT NAME: ? PHONE (A/C, No. Ext): E-MAIL ADDRESS: FAX (A/C, No):														
CN102871568-STND-GAWU-21-22	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Continental Casualty Company</td><td>20443</td></tr><tr><td>INSURER B : The Continental Insurance Company</td><td>35289</td></tr><tr><td>INSURER C : American Casualty Company of Reading, PA</td><td>20427</td></tr><tr><td>INSURER D : Valley Forge Insurance Company</td><td>20508</td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Continental Casualty Company	20443	INSURER B : The Continental Insurance Company	35289	INSURER C : American Casualty Company of Reading, PA	20427	INSURER D : Valley Forge Insurance Company	20508	INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															
INSURED Deloitte LLP; Deloitte & Touche LLP; Deloitte Consulting LLP; Deloitte Tax LLP; Deloitte Services LP; Deloitte Financial Advisory Services LLP; Deloitte Transactions and Business Analytics LLP 30 Rockefeller Plaza New York, NY 10112															

COVERAGES**CERTIFICATE NUMBER:**

NYC-011093921-02

REVISION NUMBER: 4

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GL 602458868	06/01/2021	06/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BUA 6024588871	06/01/2021	06/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			7014955544	06/01/2021	06/01/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	WC 6024588837 (AOS) WC 6024588840 (CA) WC 6024588854 (AZ, OR, WI)	06/01/2021 06/01/2021 06/01/2021	06/01/2022 06/01/2022 06/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Stop Gap (OH, ND, WA)			GAP 6042880616 (OH, ND, WA)	06/01/2021	06/01/2022	\$ 1,000,000

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

Re: RFP - 2045-18286

Cook County is included as Additional Insured (except Workers' Compensation) where required by written contract. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions. General and Auto Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions.

CERTIFICATE HOLDERCook County
118 N Clark Street, Room 1018
Chicago, IL 60602**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Robert A. Mazzaro

Robert A. Mazzaro

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/26/2021

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

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

PRODUCER MARSH USA, INC. 1166 AVENUE OF THE AMERICAS NEW YORK, NY 10036 Attn: RealEstate.CertRequest@marsh.com	CONTACT NAME: .. PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS:
CN102871568-STND-PROF-21-22	INSURER(S) AFFORDING COVERAGE INSURER A : North American Capacity Ins Co
INSURED Deloitte LLP; Deloitte & Touche LLP; Deloitte Consulting LLP; Deloitte Tax LLP; Deloitte Services LP; Deloitte Financial Advisory Services LLP; Deloitte Transactions and Business Analytics LLP 30 Rockefeller Plaza New York, NY 10112	NAIC # 25038 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** NYC-011093918-02 **REVISION NUMBER:** 3

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			FIP0008215-14	06/01/2021	06/01/2022	Per Claim 2,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: RFP - 2045-18286

CERTIFICATE HOLDER

Cook County
118 N Clark Street, Room 1018
Chicago, IL 60602

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Maureen Gorman

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EXHIBIT 6

Board Authorization



Board of Commissioners of Cook County

118 North Clark Street
Chicago, IL

Contract#2045-18286
MSSP

Legislation Details (With Text)

File #:	21-2804	Version:	1	Name:	Deloitte & Touche LLP, Chicago, Illinois
Type:	Contract (Technology)	Status:		Status:	Approved
File created:	4/16/2021	In control:		In control:	Technology and Innovation Committee
On agenda:	5/13/2021	Final action:		Final action:	6/24/2021
Title:	PROPOSED CONTRACT (TECHNOLOGY)				

Department(s): Bureau of Technology

Vendor: Deloitte & Touche LLP, Chicago, Illinois

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

Good(s) or Service(s): Manage Security Services Provider

Contract Value: \$4,407,912.00

Contract period: 6/30/2021 - 6/29/2025 two (2) two-year renewal options

Potential Fiscal Year Budget Impact: FY 2021-\$473,741.00, FY 2022-\$1,101,978.00, FY 2023-\$1,101,978.00, FY 2024-\$1,101,978.00, FY 2025- \$628,237.00

Accounts: 11900.1009.53653.540137 UASI 2019; 11900.1009.53759.540137 UASI 2020

Contract Number(s): 2045-18286

Concurrence(s):

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

The Chief Procurement Officer concurs.

Summary: This MSSP contract will provide Cook County a comprehensive set of Monitoring and Professional Security Services to enhance the cybersecurity posture on all critical information technology both on site and cloud based. Without this service, Cook County would need to hire and fully staff an onsite 24X7 security operation center that would require hiring, at a minimum, an additional 21 full time government employees as well as build out the infrastructure to house and provide this service. The cost in the first year alone could approach the full four-year cost of the contract. The services provided through this agreement will support Bureau of Technology's ("BOT") ability to provide services to all County agencies.

This contract will directly be replacing an expiring contract that has proven to be successful in protecting critical Cook County information and IT resources during the life of the contract. This contract was competitively bid and followed all Cook County procurement requirements as well as all Federal acquisition requirements; the contract will potentially be funded with Urban Area Security Initiative (UASI) Homeland Security Grant Program (HSGP) funding.

The selected vendor had significant expertise shown in their response that included 3 detailed examples of successfully providing this service for other government organizations by both the Prime Vendor and Vendor Partner on this proposal.

The selected Proposer, at a minimum, will provide the following objectives:

- Monitor of all ISO technologies that are within scope.
- Manage most ISO technologies and afterhours management of the remaining ISO technologies.
- Provide Threat Intelligence Services for all ISO technologies.
- Alert/Report all ISO technologies.
- Develop support documentation and training for staff on process.

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

Sponsors:

Indexes: F. THOMAS LYNCH, Chief Information Officer, Bureau of Technology

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
6/24/2021	1	Board of Commissioners	approve	Pass
6/23/2021	1	Technology and Innovation Committee		
5/13/2021	1	Board of Commissioners	refer	Pass

PROPOSED CONTRACT (TECHNOLOGY)

Department(s): Bureau of Technology

Vendor: Deloitte & Touche LLP, Chicago, Illinois

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

Good(s) or Service(s): Manage Security Services Provider

Contract Value: \$4,407,912.00

Contract period: 6/30/2021 - 6/29/2025 two (2) two-year renewal options

Potential Fiscal Year Budget Impact: FY 2021-\$473,741.00, FY 2022-\$1,101,978.00, FY 2023-\$1,101,978.00, FY 2024-\$1,101,978.00, FY 2025- \$628,237.00

Accounts: 11900.1009.53653.540137 UASI 2019; 11900.1009.53759.540137 UASI 2020

Contract Number(s): 2045-18286

Concurrence(s):

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

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services provided through this agreement will support Bureau of Technology's ("BOT") ability to provide services to all County agencies.

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- Alert/Report all ISO technologies.
- Develop support documentation and training for staff on process.

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

EXHIBIT 7

Identification of Subcontractor/Supplier/Subconsultant

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

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

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

Bid/RFP/RFQ No.: 2045-18286	Date: January 6, 2021
Total Bid or Proposal Amount: \$4,407,912	Contract Title: Cook County Managed Security Service Provider
Contractor: Deloitte & Touche LLP	Subcontractor/Supplier/ Subconsultant to be Ascent Innovations LLC added or substitute:
Authorized Contact for Contractor: Vikas Bansal	Authorized Contact for Subcontractor/Supplier/ Sohena Hafiz Subconsultant:
Email Address (Contractor): vbansal@deloitte.com	Email Address (Subcontractor): sohena.hafiz@ascent365.com
Company Address (Contractor): 111 South Wacker Drive	Company Address (Subcontractor): 475 N. Martingale Road, Suite 820
City, State and Zip (Contractor): Chicago, IL 60606	City, State and Zip (Subcontractor): Schaumburg, IL 60173
Telephone and Fax (Contractor): Phone: (312) 486-4430 Fax: N/A	Telephone and Fax (Subcontractor): Phone: (847) 572-8000 Fax: (866) 681-9298
Estimated Start and Completion Dates (Contractor): June 30, 2021- June 29, 2025 Contract duration: 4 years and two (2) two- year renewal options	Estimated Start and Completion Dates (Subcontractor): June 30, 2021-June 29, 2025 Contract duration: 4 years and two (2) two- year renewal options

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>
Monitoring, threat intelligence, remediation and security device management.	\$1,852,402

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.**

Deloitte & Touche LLP

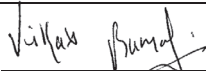
Contractor

Vikas Bansal

Name

Principal

Title



January 6, 2021

Prime Contractor Signature

Date

EXHIBIT 8

Cook County Travel Policy



Cook County Travel and Business Expenses Policy and Procedures

Adopted: FY 2017

Cook County Travel and Business Expenses Policy and Procedures

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Cook County Travel and Business Expenses Policy and Procedures

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Cook County Travel and Business Expenses Policy and Procedures

INTRODUCTION

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

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

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

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

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

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

APPLICABILITY

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

GENERAL PRINCIPLES AND REQUIREMENTS

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

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

Cook County Travel and Business Expenses Policy and Procedures

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

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

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

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

LOCAL TRAVEL

Definitions

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

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

Authorized Modes of Transportation for Local Travel

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

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

Cook County Travel and Business Expenses Policy and Procedures

Local Travel Requirements

Preferred Method of Travel

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

County-owned vehicles

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

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

Personally Owned Vehicles

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

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

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

Reimbursement for Local Travel by Public Transportation

Mass Transit and Metra

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

Cook County Travel and Business Expenses Policy and Procedures

Taxicabs

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

Uber/Lyft, etc.

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

Reimbursement for Local Travel by POV

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

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

Parking and Tolls

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

Cook County Travel and Business Expenses Policy and Procedures

supported by receipts.

Local Travel Reimbursement

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

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

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

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

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

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

Approval and Submission of Local Transportation Expense Voucher

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

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

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

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

Cook County Travel and Business Expenses Policy and Procedures

iv. Completeness and accuracy of documentation.

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

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

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

NON-LOCAL TRAVEL

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

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

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

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

Reasons for Non-Local Travel

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

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

Cook County Travel and Business Expenses Policy and Procedures

professional development.

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

Limits on Participants

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

Non-Local Travel Approval Procedure

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

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

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

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

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

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

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

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

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

Cook County Travel and Business Expenses Policy and Procedures

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

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

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

Reimbursable Non-Local Travel Expenses

County-owned vehicles.

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

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

Personal Vehicles

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

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

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

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

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

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

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

Car Rental

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

Cook County Travel and Business Expenses Policy and Procedures

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

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

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

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

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

Original receipts are required for reimbursement.

Common Carrier (Air, Train, Bus)

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

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

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

First-class and business upgrades are prohibited.

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

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

Original receipts are required for reimbursement.

Ground Transportation (Taxis, Public Transportation, Livery Service)

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

Shuttle service or public transportation is encouraged.

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

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

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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.

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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);

Cook County Travel and Business Expenses Policy and Procedures

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

Reimbursement for Non-Local Travel and Business Expenses

Non-Local Travel Reimbursement Voucher

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

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

Cook County Travel and Business Expenses Policy and Procedures

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

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

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

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

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

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

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

Approval and Submission of Transportation Expense Vouchers

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

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

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

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

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

Cook County Travel and Business Expenses Policy and Procedures

TRV shall be retained by the department.

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

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

Cook County Travel and Business Expenses Policy and Procedures

APPENDIX 1

Travel Expense Voucher

Cook County Travel and Business Expenses Policy and Procedures

APPENDIX 2

Travel Request Form

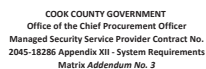
Cook County Travel and Business Expenses Policy and Procedures

APPENDIX 3

Travel Reimbursement Voucher

EXHIBIT 9

System Requirements Matrix



Instructions

- Respondents are required to provide input in all blue cells.
- Assign a number value to each row in all tabs.

- A value of 3 states that the proposed solution will meet the Security Services Solutions Needs as specified under Column B.
- A value of 2 states that the proposed solution is not delivered but can meet the Security Services Solutions needs via a 3rd party as specified under Column B.
- A value of 1 states that the proposed solution does not meet the security services solution needs as specified under Column B.

Note that the stated ISO Priorities column highlights the minimum core functionality required for the initial phase of the implementation.

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Company Name	Deloitte & Touche LLP
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COOK COUNTY GOVERNMENT
Office of the Chief Procurement Officer
Managed Security Service Provider Contract No.
2045-18286 Appendix XII - System Requirements
Matrix Addendum No. 3

Instructions

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Company Name | Deloitte & Touche LLP

No.	Requirements	Vendor Requirement Self-Rating Values				Vendor Comments
		ISO Priority	3 Delivers; Meets the Security Services Solutions Needs	2 Not delivered; Meets the Security Services Solutions Need via 3rd party <identify>	1 Does not Meet the Security Services Solutions Needs	
2.001	The proposer shall conduct behavioral based analysis to identify unusual traffic	H	3			Functionality is available immediately after transition/onboarding; no further detailed recommendation needed
2.002	The proposer shall determine the known good network traffic baselines and identify anomalies	H	3			Functionality is available immediately after transition/onboarding; no further detailed recommendation needed
2.003	The proposer shall be able to determine the identification of low and slow attacks	H	3			Functionality is available immediately after transition/onboarding; no further detailed recommendation needed
2.004	The proposer shall be able to log and audit security events to detect known as well as unknown attacks and raising alerts on any suspicious events that may lead to security incidents	H	3			Functionality is available immediately after transition/onboarding; no further detailed recommendation needed
2.005	The proposer shall be able to continuously determine performance and service availability so that the desired state and integrity of the devices/solutions and services levels are maintained	H	3			Functionality is available immediately after transition/onboarding; no further detailed recommendation needed
2.006	The proposer shall be able to monitor alerts and events reported by ISO technologies; to record the incidents, classify, recommend remedial action, and act upon incidents according to procedures	H	3			Functionality is available immediately after transition/onboarding; no further detailed recommendation needed
2.007	The proposer shall create and adhere to a clear Communications Plan as it relates to the notification or remediation of security events and incidents	H	3			Functionality is available immediately after transition/onboarding; no further detailed recommendation needed



COOK COUNTY GOVERNMENT
Office of the Chief Procurement Officer
Managed Security Service Provider Contract No.
2045-18286 Appendix XII - System Requirements Matrix
Addendum No. 3

Instructions

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Company Name: Deloitte & Touche LLP

No.	Requirements	Vendor Requirement Self-Rating Values				Vendor Comments
		ISO Priority	3 Delivers; Meets the Security Services Solutions Needs	2 Not delivered; Meets the Security Services Solutions Need via 3rd party <identify>	1 Does not Meet the Security Services Solutions Needs	
3.001	The proposer shall recommend configuration changes for risk mitigation as necessary in order to remain in compliance with ISO's security requirements and policies and otherwise as requested by ISO	H	3			Functionality is available immediately after transition/onboarding; we will perform approved continuous improvements on an ongoing basis
3.002	The proposer shall ensure that operational run-books exist for all ISO technologies	H	3			Functionality is available immediately after transition/onboarding; we will perform approved continuous improvements on an ongoing basis
3.003	The proposer shall ensure proper backups are performed	H	3			Functionality is available immediately after transition/onboarding; we will perform approved continuous improvements on an ongoing basis
3.004	The proposer shall ensure recovery of system if required	H	3			Functionality is available immediately after transition/onboarding; we will perform approved continuous improvements on an ongoing basis
3.005	The proposer shall perform daily operational tasks	H	3			Functionality is available immediately after transition/onboarding; we will perform approved continuous improvements on an ongoing basis
3.006	The proposer shall ensure the creation and documentation of quick reference guides for routine operational tasks	H	3			Functionality is available immediately after transition/onboarding; we will perform approved continuous improvements on an ongoing basis
3.007	The proposer shall maintain asset inventory of ISO technologies in mutually agreed upon formats	H	3			Functionality is available immediately after transition/onboarding; we will perform approved continuous improvements on an ongoing basis
3.008	The proposer shall test and implement approved changes in accordance with the Change Management Process	H	3			Functionality is available immediately after transition/onboarding; we will perform approved continuous improvements on an ongoing basis
3.009	The proposer shall ensure the installation of security patches within severity timeframes for vendor security alerts	H	3			Functionality is available immediately after transition/onboarding; we will perform approved continuous improvements on an ongoing basis
3.01	The proposer shall ensure manual updating pattern or signature files in response to vendor security alerts	H	3			Functionality is available immediately after transition/onboarding; we will perform approved continuous improvements on an ongoing basis

3.011	The proposer shall maintain ISO technologies at latest production code levels no less than N-1, where N = the most current product code level, to be assessed quarterly
3.012	The proposer shall troubleshoot, test, and remediate issues with ISO technologies
3.013	The proposer shall create, test, modify, and implement rule/policy updates upon approval, or as directed
3.014	The proposer shall prepare and represent Change Management Request (CMR) records for SOC activities in accordance with Customer's Change Management Process
3.015	The proposer shall perform troubleshooting of the environment for the identification and remediation of root cause issues for in-scope assets
3.016	The proposer shall perform troubleshooting as needed, including break/fix services
3.017	The proposer shall coordinate with ISO technology vendors as needed to provide technical support
3.018	The proposer shall create, test, modify, and implement configuration changes upon approval for projects, tasks or operational changes
3.019	The proposer shall participate (via phone or webex) in the daily root cause analysis process meeting(s) that handles all Problem 1 or 2 tickets from the previous 24 hours. Active involvement/response is required if questions arise related to a ticket involving an ISO technology.
3.02	The proposer shall adhere to problem management, incident management, and change management processes as mutually agreed upon.
3.021	The proposer shall maintain mutually agreed documentation that pertains to identified County regulatory and industry mandates such as HIPAA, PCI, CUIS, NIST and relevant state and federal law.
3.022	The proposer shall document configuration and device health management processes for each type of ISO technology.
3.023	The proposer shall comply with requests for audit support
3.024	The proposer shall participate in security incident investigations. Providing an option for on-premise support of a security event.
3.025	The proposer shall provide collected data as requested
3.026	The proposer shall assist with log reviews
3.027	The proposer shall provide assistance with data analysis as requested
3.028	The proposer shall ensure all ISO technologies are configured to industry best practice and adhere to applicable regulatory and industry mandates
3.029	The proposer shall tune ISO technologies for optimal performance
3.030	The proposer shall ensure ISO technologies are properly logging into the SIEM

H	3			Functionality is available immediately after transition/onboarding; we will perform approved continuous improvements on an ongoing basis
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3.031	The proposer shall assist with developing implementation, roll-out or configuration plans
3.032	The proposer shall assist with developing remediation plans for vulnerability findings
3.033	The proposer shall provide ongoing knowledge transfer of ISO technologies
3.034	The proposer shall assist with reviewing new technologies
3.035	The proposer shall provide optional on-premise support of technologies
3.036	The proposer shall provide optional on-premise support for implementation services

H	3			Functionality is available immediately after transition/onboarding; we will perform approved continuous improvements on an ongoing basis
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COOK COUNTY GOVERNMENT
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Managed Security Service Provider Contract No.
2045-18286 Appendix XII - System Requirements Matrix
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Note that the stated ISO Priorities column highlights the minimum core functionality required for the initial phase of the implementation.

Respondent must state in the Vendor Comments column, based on the Proposer's experience in this industry, if this functionality is expected immediately or some other phase. In addition the written response must further detail the recommendations for each phase respectively.

Company Name: Deloitte & Touche LLP

No.	Requirements	Vendor Requirement Self-Rating Values				Vendor Comments
		ISO Priority	3 Delivers; Meets the Security Services Solutions Needs	2 Not delivered; Meets the Security Services Solutions Need via 3rd party <identify>	1 Does not Meet the Security Services Solutions Needs	
Threat Intelligence Services - 24 x 7 threat intelligence services for all ISO technologies within scope		H				
4.001	The proposer shall complete the analysis and correlation of logs from all the devices/solutions under scope	H	3			Functionality is available immediately after transition/onboarding; no further detailed recommendation needed
4.002	The proposer shall assist with forensic activities to identify the origin of threat, mitigation steps and measures to prevent recurrence.	H	3			Functionality is available immediately after transition/onboarding; no further detailed recommendation needed
4.003	The proposer shall regularly track and advise ISO about new global security threats and vulnerabilities. The advisories shall be customized to suit ISO's information security infrastructure.	H	3			Functionality is available immediately after transition/onboarding; we will perform approved continuous improvements on an ongoing basis
4.004	The proposer shall advise upgrades / changes in the security infrastructure of ISO against evolving threats and responsibilities. Advising and coordinating implementation of controls to mitigate new threats.	H	3			Functionality is available immediately after transition/onboarding; we will perform approved continuous improvements on an ongoing basis

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No.	Requirements			Vendor Requirement Self-Rating Values		Vendor Comments
		ISO Priority	3 Delivers; Meets the Security Services Solutions Needs	2 Not delivered; Meets the Security Services Solutions Need via 3rd party <Identify>	1 Does not Meet the Security Services Solutions Needs	
5.001	The proposer shall carry out event analysis with the statistical events correlation rules. This should include the correlation of the events from all the devices within the on-premise Security Information and Event Management solution.	H	3			Functionality is available immediately after transition/onboarding; we will perform approved continuous improvements on an ongoing basis
5.002	The proposer shall prepare daily/ weekly / monthly/yearly reports to summarize the list of incidents, security advisories, vulnerability management, and other security recommendations. It should include the operations trend analysis with the reports correlation of the present and past data	H	3			Functionality is available immediately after transition/onboarding; we will perform approved continuous improvements on an ongoing basis
5.003	The proposer shall track impact of new vulnerabilities and threats on County's affected assets	H	3			Functionality is available immediately after transition/onboarding; we will perform approved continuous improvements on an ongoing basis
5.004	The proposer shall track and support the implementation and coordinate for closure of vulnerabilities on assets that are affected in mutually agreed upon formats	H	3			Functionality is available immediately after transition/onboarding; we will perform approved continuous improvements on an ongoing basis
5.005	The proposer shall provide a security dashboard for an online view of the global vulnerabilities and threats applicable to the County's environment, number of assets affected and status of mitigation	H	3			Functionality is available immediately after transition/onboarding; we will perform approved continuous improvements on an ongoing basis
5.006	The proposer shall provide an online secured portal for:	H	3			Functionality is available immediately after transition/onboarding; no further detailed recommendation needed
5.007	real-time monitoring of analyst investigations	H	3			Functionality is available immediately after transition/onboarding; no further detailed recommendation needed
5.008	All incidents tracked and their history	H	3			Functionality is available immediately after transition/onboarding; no further detailed recommendation needed
5.009	Change requests	H	3			Functionality is available immediately after transition/onboarding; no further detailed recommendation needed
5.010	Running shift log containing detailed security analyst notes on investigations and other daily operations	H	3			Functionality is available immediately after transition/onboarding; no further detailed recommendation needed
5.011	Standard Operating Procedures	H	3			Functionality is available immediately after transition/onboarding; we will perform approved continuous improvements on an ongoing basis
5.012	Run books	H	3			Functionality is available immediately after transition/onboarding; we will perform approved continuous improvements on an ongoing basis
5.013	Quick reference guides	H	3			Functionality is available immediately after transition/onboarding; we will perform approved continuous improvements on an ongoing basis
5.014	Secure document exchange	H	3			Functionality is available immediately after transition/onboarding; no further detailed recommendation needed
5.015	Reports	H	3			Functionality is available immediately after transition/onboarding; we will perform approved continuous improvements on an ongoing basis
5.016	Email notification of new and modified tickets. Priority ticket notifications are also available to different email addresses	H	3			Functionality is available immediately after transition/onboarding; no further detailed recommendation needed
5.017	Online records of ISO technologies and their critical information (IP addresses, maintenance vendor contracts, model number, serial number, location, etc.). Integrated data feeds from Threat Intelligence Services	H	3			Functionality is available immediately after transition/onboarding; no further detailed recommendation needed
5.018	Customizable user interface	H	3			Functionality is available immediately after transition/onboarding; no further detailed recommendation needed

5.019	The proposer shall evaluate and prioritize security alerts from ISO technologies.	H	3			Functionality is available immediately after transition/onboarding; we will perform approved continuous improvements on an ongoing basis
5.020	The proposer shall create relevant security alerts from ISO technologies.	H	3			Functionality is available immediately after transition/onboarding; we will perform approved continuous improvements on an ongoing basis
5.021	The proposer shall provide Compliance-oriented reports for daily review	H	3			Functionality is available immediately after transition/onboarding; we will perform approved continuous improvements on an ongoing basis
5.022	The proposer shall provide Security incident summary and details	H	3			Functionality is available immediately after transition/onboarding; no further detailed recommendation needed
5.023	The proposer shall provide trend analyses that reveal trends in policy exceptions and user behavior	H	3			Functionality is available immediately after transition/onboarding; no further detailed recommendation needed
5.024	The proposer shall recommend events that should be categorized as "special attention"	H	3			Functionality is available immediately after transition/onboarding; no further detailed recommendation needed
5.025	The proposer shall analyze event source inventory and summary	H	3			Functionality is available immediately after transition/onboarding; no further detailed recommendation needed
5.026	The proposer shall create Service level agreement metric reports	H	3			Functionality is available immediately after transition/onboarding; no further detailed recommendation needed
5.027	The proposer shall provide Incident identification and response services	H	3			Functionality is available immediately after transition/onboarding; no further detailed recommendation needed
5.028	The proposer shall provide trending reports on a monthly, quarterly and yearly basis	H	3			Functionality is available immediately after transition/onboarding; no further detailed recommendation needed
5.029	The proposer shall provide executive reports on an ad-hoc basis	H	3			Functionality is available immediately after transition/onboarding; no further detailed recommendation needed
5.030	The proposer shall assure all service requests and help desk tickets are entered on County's Help Desk System or as mutually agreed upon	H	3			Functionality is available immediately after transition/onboarding; no further detailed recommendation needed
5.031	The proposer shall provide specific SIEM reports and alerts that are able to address the following use cases, but not limited to:	H	3			Functionality is available immediately after transition/onboarding; we will perform approved continuous improvements on an ongoing basis
5.032	Botnet activity	H	3			Functionality is available immediately after transition/onboarding; we will perform approved continuous improvements on an ongoing basis
5.033	Virus outbreaks	H	3			Functionality is available immediately after transition/onboarding; we will perform approved continuous improvements on an ongoing basis
5.034	Unauthorized remote access	H	3			Functionality is available immediately after transition/onboarding; we will perform approved continuous improvements on an ongoing basis
5.035	Suspicious activity (terminated account access, key loggers, international VPN access, etc.)	H	3			Functionality is available immediately after transition/onboarding; we will perform approved continuous improvements on an ongoing basis
5.036	After hours badge access	H	3			Functionality is available immediately after transition/onboarding; we will perform approved continuous improvements on an ongoing basis
5.037	Disabling system service accounts or services	H	3			Functionality is available immediately after transition/onboarding; we will perform approved continuous improvements on an ongoing basis
5.038	The proposer shall assist ISO in determining Key Performance Indicators (KPI) and information security metrics for tracking and reporting	H	3			Functionality is available immediately after transition/onboarding; we will perform approved continuous improvements on an ongoing basis
5.039	The proposer shall maintain proper inventory and network diagram of assets used in the ISO infrastructure	H	3			Functionality is available immediately after transition/onboarding; no further detailed recommendation needed

COOK COUNTY GOVERNMENT
Office of the Chief Procurement Officer
Managed Security Service Provider Contract No.
2045-18286 Appendix XII - System Requirements Matrix
Addendum No. 3

Instructions

- Respondents are required to provide input in all blue cells.
- Assign a number value to each row in all tabs.
- A value of 3 states that the proposed solution will meet the Security Services Solutions Needs as specified under Column B.
- A value of 2 states that the proposed solution is not delivered but can meet the Security Services Solutions needs via a 3rd party as specified under Column B.
- A value of 1 states that the proposed solution does not meet the security services solution needs as specified under Column B

Note that the stated ISO Priorities column highlights the minimum core functionality required for the initial phase of the implementation.

Respondent must state in the Vendor Comments column, based on the Proposer's experience in this industry, if this functionality is expected immediately or some other phase. In addition the written response must further detail the recommended timeline for each phase separately.

Company Name Deloitte & Touche LLP

No.	Requirements			Vendor Requirement Self-Rating Values		Vendor Comments
		ISO Priority	3 Delivers; Meets the Security Services Solutions Needs	2 Not delivered; Meets the Security Services Solutions Need via 3rd party <identify>	1 Does not Meet the Security Services Solutions Needs	
6.001	The proposer shall ensure the development of a training program for the purposes of knowledge transfer to ISO Cook County staff.	H	3			Functionality is available immediately after transition/onboarding; no further detailed recommendation needed
6.002	The proposer shall ensure the development of a project timeline identifying training, delivery dates, and resources	H	3			Functionality is available immediately after transition/onboarding; no further detailed recommendation needed
6.003	The proposer shall ensure the development of training criteria including creation of standard operating procedures	H	3			Functionality is available immediately after transition/onboarding; no further detailed recommendation needed

EXHIBIT 10

Federal Grant Agreement

INTERGOVERNMENTAL AGREEMENT



BETWEEN

THE STATE OF ILLINOIS, ILLINOIS EMERGENCY MANAGEMENT AGENCY

AND

Cook County

The Illinois Emergency Management Agency (Grantor), with its principal office at 2200 South Dirksen Parkway, Springfield, Illinois 62703, and Cook County (Grantee), with its principal office at 69 West Washington Street, Suite 2600, Chicago, Illinois 60602-3178, hereby enter into this Intergovernmental Grant Agreement (Agreement). Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

**PART ONE – THE UNIFORM TERMS
RECITALS**

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the State of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

**ARTICLE I
AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION**

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that 96-321-9725 is Grantee's correct DUNS number, that 36-6006541 is Grantee's correct FEIN, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a Government Unit. If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

1.2. Amount of Agreement. Grant Funds shall not exceed \$20,445,895.25, of which \$20,445,895.25 are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

1.3. Identification Numbers. The Federal Award Identification Number (FAIN) is EMW-2019-SS-00003-S01, the Federal awarding agency is the United States Department of Homeland Security, and the Federal Award date is, September 1, 2019. The Catalog of Federal Domestic Assistance (CFDA) Name is Homeland Security Grant Program and Number is 97.067. The Catalog of State Financial Assistance (CSFA) Number is 588-40-0455.

1.4. Term. This Agreement shall be effective on October 1, 2019, and shall expire on July 1, 2022, unless terminated pursuant to this Agreement.

1.5. Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the

purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

1.6. Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

ILLINOIS EMERGENCY MANAGEMENT AGENCY

By: 
Alicia Tate-Nadeau, Acting Director

Date: 3-6-20

By: 
Eric Lohrenz, Chief Legal Counsel

Date: 12-17-19

By: 
Brett Cox, Chief Fiscal Officer

Date: 12/17/19

Cook County

By: 
William Barnes, Executive Director

Date: 12/16/19

Printed Name: William Barnes

Printed Title: Executive Director

**ARTICLE II
REQUIRED REPRESENTATIONS**

2.1. Standing and Authority. Grantee warrants that:

- (a) Grantee is a governmental entity.
- (b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.
- (c) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.
- (d) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2. Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the Federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3. Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4. Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. See 44 Ill. Admin. Code 7000.30(b)(1)(A).

2.5. Compliance with Registration Requirements. Grantee and its sub-grantees shall: (i) be registered with the Federal SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS number; and (iv) have successfully completed the annual registration and prequalification through the Grantee Portal. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

**ARTICLE III
DEFINITIONS**

3.1. Definitions. Capitalized words and phrases used in this Agreement have the following meanings:

"2 CFR Part 200" means the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards published in Title 2, Part 200 of the Code of Federal Regulations.

"Agreement" or "Grant Agreement" has the same meaning as in 44 III. Admin. Code Part 7000.

"Allocable Costs" means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

"Allowable Costs" has the same meaning as in 44 III. Admin. Code Part 7000.

"Award" has the same meaning as in 44 III. Admin. Code Part 7000.

"Budget" has the same meaning as in 44 III. Admin. Code Part 7000.

"CFDA" or "Catalog of Federal Domestic Assistance" has the same meaning as in 44 III. Admin. Code Part 7000.

"Close-out Report" means a report from the Grantee allowing the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

"Conflict of Interest" has the same meaning as in 44 III. Admin. Code Part 7000.

"Consolidated Year-End Financial Report" means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

"Cost Allocation Plan" has the same meaning as in 44 III. Admin. Code Part 7000.

"CSFA" or "Catalog of State Financial Assistance" has the same meaning as in 44 III. Admin. Code Part 7000.

"Direct Costs" has the same meaning as in 44 III. Admin. Code Part 7000.

"Disallowed Costs" has the same meaning as in 44 III. Admin. Code Part 7000.

"DUNS Number" means a unique nine-digit identification number provided by Dun & Bradstreet for each physical location of Grantee's organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the State of Illinois.

"FAIN" means the Federal Award Identification Number.

"FFATA" or "Federal Funding Accountability and Transparency Act" has the same meaning as in 31 USC 6101; P.L. 110-252.

"Financial Assistance" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Fixed-Rate" has the same meaning as in 44 Ill. Admin. Code Part 7000. "Fixed-Rate" is in contrast to fee-for-service, 44 Ill. Admin. Code Part 7000.

"GAAP" or "Generally Accepted Accounting Principles" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Grant Funds" means the Financial Assistance made available to Grantee through this Agreement.

"Grantee Portal" has the same meaning as in 44 Ill. Admin Code Part 7000.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Net Revenue" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Net Revenue" is synonymous with "Profit."

"Nonprofit Organization" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Notice of Award" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"OMB" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with "Net Revenue."

"Program" means the services to be provided pursuant to this Agreement.

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Program Income" has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Related Parties” has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

“SAM” means the federal System for Award Management (SAM); which is the Federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

“State” means the State of Illinois.

“Term” has the meaning set forth in Paragraph 1.4.

“Unallowable Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

ARTICLE IV PAYMENT

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the Federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.2. Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. All obligations regarding Grant Funds management shall survive this Agreement’s termination or expiration. See 2 CFR 200.343(d); 2 CFR 200.305 (b) (9); 30 ILCS 705/5. A Grantee who is required to reimburse Grant Funds and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; 44 Ill. Admin Code 7000.450(c). In addition, as required by 44 Ill. Admin. Code 7000.440 (b) (2), unless granted a written extension, Grantee must liquidate all obligations incurred under the Award at the end of the period of performance.

4.3. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, Federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable Federal laws or regulations. See 2 CFR 200.305; 44 Ill. Admin. Code Part 7000.

4.4. Payments to Third Parties. Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.5. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the

estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the Federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.6. Interest.

(a) All interest earned on Grant Funds held by a Grantee shall be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Any amount due shall be remitted annually in accordance with 2 CFR 200.305(b)(9) or to the Grantor, as applicable.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR Part 200.305(b)(8).

4.7. Timely Billing Required. Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART TWO, PART THREE** or **Exhibit C**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.8. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee or Sub-Grantee must contain the following certification by an official authorized to legally bind the Grantee of Sub-Grantee:

By signing this report [or payment request], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein shall be considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812); (30 ILCS 708/120).

ARTICLE V
SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

5.1. Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including Exhibit A (Project Description) and Exhibit B (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of Award is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in PART TWO (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in PART THREE.

5.2. Scope Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. See 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment will be included in Exhibit G. Grantee shall adhere to the specific conditions listed therein.

ARTICLE VI
BUDGET

6.1. Budget. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-Federal as well as the Federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein as an attachment.

6.2. Budget Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308; 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

6.3. Discretionary Line Item Transfers. Unless prohibited from doing so in 2 CFR 200.308, transfers between approved line items may be made without Grantor's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4. Non-discretionary Line Item Transfers. Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

6.5. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

**ARTICLE VII
ALLOWABLE COSTS**

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement shall be determined in accordance with 2 CFR 200 Subpart E and Appendices III, IV, and V.

7.2. Indirect Cost Rate Submission.

(a) All Grantees must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs.

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations, in a format prescribed by Grantor. For Grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For Grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of the Grantee's fiscal year end, as dictated in the applicable appendices, such as:

- (i) Appendix V and VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for State and local governments,
- (ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,
- (iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
- (iv) Appendix V to Part 200 governs State/Local Government-wide Central Service Cost Allocation Plans.

(c) A Grantee who has a current, applicable rate negotiated by a cognizant Federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the Federal government and a copy of the cost policy statement used to negotiate that rate. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. See 2 CFR 200.451.

7.4. Higher Education Cost Principles. The Federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5. Government Cost Principles. The Federal cost principles that apply to State, local and Federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

7.6. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each State- and Federally-funded Program. Accounting records must contain information pertaining to State and Federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income.

These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/520. Grantee shall use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. See 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.5).

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit G** of the requirement to submit Personnel activity reports. See 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.7. **Federal Requirements.** All Awards, whether funded in whole or in part with either Federal or State funds, are subject to Federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 III. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.6.

7.8. Profits. It is not permitted for any person or entity to earn a Profit from an Award. *See, e.g.,* 2 CFR 200.400(g); *see also* 30 ILCS 708/60(a)(7).

7.9. Management of Program Income. Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII REQUIRED CERTIFICATIONS

8.1. Certifications. Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 *et seq.*).

(e) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.*) or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(f) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

(g) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(h) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

- (i) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).
- (j) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).
- (k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency 2 CFR 200.205(a), or by the State (*See* 30 ILCS 708/25(6)(G)).
- (l) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.
- (m) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.
- (n) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.
- (o) **Criminal Convictions.** Grantee certifies that neither it nor any managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).
- (p) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).
- (q) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.
- (r) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that

this Agreement may be declared void if this certification is false.

(s) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(t) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

ARTICLE IX CRIMINAL DISCLOSURE

9.1. **Mandatory Criminal Disclosures.** Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Financial Assistance, funded by either State or Federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

ARTICLE X UNLAWFUL DISCRIMINATION

10.1. **Compliance with Nondiscrimination Laws.** Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

- (a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
- (b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
- (c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (See also guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
- (d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
- (e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and
- (f) The Age Discrimination Act (42 USC 6101 *et seq.*).

ARTICLE XI LOBBYING

11.1. **Improper Influence.** Grantee certifies that no Grant Funds have been paid or will be paid by or on

behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2. Federal Form LLL. If any funds, other than Federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

11.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

11.5. Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

11.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1. Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333 or 44 Ill. Admin. Code 7000.430(a) and (b). If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.336 and 44 Ill. Admin. Code 7000.430(e) , shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General,

any Executive Inspector General, the Grantor's Inspector General, Federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by Federal statute. Grantee shall cooperate fully in any such audit or inquiry.

12.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE XIII FINANCIAL REPORTING REQUIREMENTS

13.1. Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. The first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 30 calendar days following the three-month period covered by the report. Additional information regarding required financial reports may be set forth in **Exhibit G**. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*; 2 CFR 207(b)(3) and 200.327. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report within 60 calendar days following the end of the period of performance for this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 60 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343; 44 Ill. Admin. Code 7000.430(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.344.

13.3. Consolidated Year-End Financial Reports.

(a) This Paragraph 13.3 applies to all Grantees, unless exempted by **PART TWO** or **PART THREE**.

(b) Grantees shall submit Consolidated Year-End Financial Reports, according to the required audit (see ARTICLE XV), namely:

- (i) For Grantees required to conduct a single audit (or program-specific audit), within the earlier of (a) 9 months after the Grantee's fiscal year ending on or after June 30, or (b) 30 calendar days following completion of the audit; or
- (ii) For Grantees required to conduct a Financial Statement Audit or for Grantees not required to perform an audit, within 180 days after the Grantee's fiscal year ending on or after June 30.

These deadlines may be extended at the discretion of the Grantor, but only for rare and unusual circumstances such as a natural disaster.

(c) The Consolidated Year-End Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Consolidated Year-End Financial Report must cover the same period as the Grantee's tax return.

(d) Consolidated Year-End Financial Reports must include an in relation to opinion from the report issuer on the financial statements included in the Consolidated Year-End Financial Report.

(e) Consolidated Year-End Financial Reports shall follow a format prescribed by Grantor.

(f) Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

13.4. Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply.

ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in Exhibit E must be reported quarterly, unless otherwise specified in PART TWO or PART THREE. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.207, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit based review of the application. In such cases, Grantor shall notify Grantee of same in Exhibit G. Pursuant to 2 CFR 200.328, periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.328 and 44 Ill. Admin. Code 7000.430(b)(2). Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, within 60 calendar days following the end of the period of performance. See 2 CFR 200.343. 44 Ill. Admin. Code 7000.430(b)(1).

14.3. Content of Performance Reports. Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost if required; performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

14.4. Performance Standards. Grantee shall perform in accordance with the Performance Standards set forth in **Exhibit F**. See 2 CFR 200.301 and 200.210.

ARTICLE XV AUDIT REQUIREMENTS

15.1. Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. See 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

15.2. Audit Requirements.

(a) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit). The audit report packet and all required submissions must be submitted to Grantor within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(b) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends \$500,000 or more in Federal and State Awards, singularly or in any combination, from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit G** based on the Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in Federal and State Awards, singularly or in any combination, from all sources, but expends \$300,000 or more in Federal and State Awards, singularly or in any combination, from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee shall

have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of Federal and State Awards.

(iv) If Grantee does not meet the requirements in subsections 15.2(b) and 15.2(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 6 months after the end of the Grantee's audit period.

15.3. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For audits required to be performed subject to Generally Accepted Government Auditing Standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

15.4. Delinquent Reports. Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available. Otherwise, Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XVI TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1. Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;

(iii) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; or

(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3. Non-compliance. If Grantee fails to comply with applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.207. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.338. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80, 7000.260.

16.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.341; 44 Ill. Admin. Code 7000.80, 7000.260.

16.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

(i) Grantor expressly authorizes them in the notice of suspension or termination;
and

(ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.

16.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(c).

**ARTICLE XVII
SUBCONTRACTS/SUB-GRANTS**

17.1. Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved.

17.2. Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by Federal and State laws and regulations, and the provisions of this Agreement. In all agreements between Grantee and its sub-grantees, Grantee shall insert term(s) that require that all sub-grantees adhere to the terms of this Agreement.

**ARTICLE XVIII
NOTICE OF CHANGE**

18.1. Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, Federal employer identification number (FEIN), DUNS number, SAM registration status, Related Parties, or address. See 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2. Failure to Provide Notification. To the extent permitted by Illinois law, Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3. Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4. Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5. Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

**ARTICLE XIX
STRUCTURAL REORGANIZATION**

19.1. Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action

or changes significantly affecting its overall structure and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its governance structure. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

ARTICLE XX AGREEMENTS WITH OTHER STATE AGENCIES

20.1. Copies upon Request. Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

ARTICLE XXI CONFLICT OF INTEREST

21.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.112 and 44 Ill. Admin. Code 7000.40(b)(3).

21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20 (30 ILCS 500/50-13). An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. 2 CFR 200.64.

21.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

ARTICLE XXII EQUIPMENT OR PROPERTY

22.1. Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole or in part with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439(a). Grantor shall notify Grantee in writing should Grantor require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2. Prohibition against Disposition/Encumbrance. The Grantee is prohibited from, and may not sell,

transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

22.3 Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable Federal and State statutes and executive orders.

22.4 Equipment instructions. Grantee must obtain disposition instructions from Grantor when equipment purchased in whole or in part with Grant Funds are no longer needed for their original purpose. The Grantee shall properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer’s guidelines, federal and state laws or rules, and Grantor requirements stated herein.

ARTICLE XXIII PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

23.1. Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee shall obtain Prior Approval for the use of those funds (2 CFR 200.467) and agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase “Funding provided in whole or in part by the [Grantor].” Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2. Prior Notification/Release of Information. Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XXIV INSURANCE

24.1. Maintenance of Insurance. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

24.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

ARTICLE XXV LAWSUITS

25.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2. Liability. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXVI MISCELLANEOUS

26.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

26.2. Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3. Exhibits and Attachments. **Exhibits A through G, PART TWO, PART THREE,** if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4. Assignment Prohibited. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

26.5. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

26.6. Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7. No Waiver. No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which

either Party may rely for the purpose of denial of such a right or remedy.

26.8. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

26.9. Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable Federal and State laws, including, without limitation, Federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10. Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable State and Federal statutes, Federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

26.11. Compliance with Freedom of Information Act. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

26.12. Precedence. In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** shall control. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

26.13. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

26.14. Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

26.15. Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

26.17. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

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EXHIBIT A

PROJECT DESCRIPTION

The Grantor has been awarded funds from the Federal Emergency Management Agency (FEMA) under the FFY 2019 Homeland Security Grant Program (HSGP). The purpose of the FFY 2019 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. The Grantee will utilize the HSGP grant funds in accordance with this purpose as outlined within the Grantee's approved FFY 2019 Attachment A.

EXHIBIT B

DELIVERABLES OR MILESTONES

Deliverables are directly related to the successful completion of the expenditures and projects listed in the approved Budget Detail Worksheet and Project Implementation Worksheet.

The Budget Detail Worksheet in Attachment A outlines the expenditures for which the Grantee will seek reimbursement. The Grantor will only reimburse those expenditures that specifically listed in the Budget Detail Worksheet. If the Grantee has included personnel expenses in its Budget Detail Worksheet, the Grantee is prohibited from incurring any costs for such personnel expenses until the Grantor provides written approval to the Grantee that DHS FEMA GPD has waived grant limitations on personnel costs.

The Project Implementation Worksheet in Attachment A provides a detailed description of the scope of work to be performed using funds received through this Agreement, including a list of specific outcomes and sequential milestones that will be accomplished by the Grantee. These milestones will allow the Grantor to measure progress of the Grantee in achieving the goals of the project.

EXHIBIT C

PAYMENT

The Grantee's total compensation and reimbursement shall not exceed the sum of \$20,445,895.25.

The Grantee must submit reports or vendor invoices with description of costs, including a statement of payment for personnel costs and affirmation or evidence of delivery and property identification numbers for property subject to the Grantor's policies and procedures, in order to receive compensation through this Agreement. Such reports and invoices must be submitted to the Grantor in accordance with the Grantor's policy and in no event later than 30 days following the expiration of this Agreement. The method of compensation shall be reimbursement in accordance with the invoice voucher procedures of the Office of the State of Illinois Comptroller. The Grantor will not reimburse the Grantee for any exercise expenditures unless and until an After Action Report/Improvement Plan is submitted in accordance herein. The Grantee shall maintain appropriate records of actual costs incurred and submit expenditure information to the Grantor.

EXHIBIT D

CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

GRANTOR CONTACT

Name: Bob P. Evans

Title: Grant Program Manager

Address: 2300 South Dirksen Parkway
Springfield, IL 62703

Phone: 217/557-4788

E-mail Address: Bob.P.Evans@illinois.gov

GRANTEE CONTACT

Name: Jeffrey Singer

Title: Director of Financial Control

Address: 69 West Washington Street, Suite 2600,
Chicago, IL 60602

Phone: 312/603-4730

E-mail Address: Jeffrey.Singer@cookcountyil.gov

EXHIBIT E

PERFORMANCE MEASURES

The Grantee shall provide a quarterly update of the Project Implementation Worksheet in Attachment A to IEMA within fifteen (15) business days after March 31, June 30, September 30, and December 31 throughout the performance period of the Agreement.

The Grantee must submit a final Budget Detail Worksheet, Discipline Allocation Worksheet, and Project Implementation Worksheet to the Grantor within 30 days after the expiration of the Agreement.

The Grantee also must submit a final After Action Report/Improvement Plan to the Grantor within 45 days after each exercise. All exercises conducted with funds provided through this Agreement must be National Incident Management System (NIMS) compliant and be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP).

EXHIBIT F

PERFORMANCE STANDARDS

Performance standards include:

1. Appropriate use of grant funds in accordance with the approved scope of work and budget, and the terms outlined in this Agreement.
2. The timely submittal of required documentation as defined in Exhibit E of this Agreement.
3. Adequate results from grant monitoring conducted by the Grantor.

EXHIBIT G
SPECIFIC CONDITIONS

None.

PART TWO – THE GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, the Grantor has the following additional requirements for its Grantee:

None.

PART THREE – THE PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and the Grantor-Specific Terms in **PART TWO**, the Grantor has the following additional requirements for this Project:

1. All allocations and use of funds by the Grantee shall be in accordance with the applicable notice of funding opportunity and the requirements set forth therein. The Grantee shall comply with all applicable federal and state statutes, regulations, executive orders, and other policies and requirements in carrying out any project supported by these funds. The Grantee recognizes that laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The Grantee agrees that the most recent requirements will apply during the performance period of this Agreement.
2. All subawards issued by the Grantee to this Agreement in excess of \$25,000.00 must be pre-approved by IEMA.
3. The Grantee is required to maintain adoption and implementation of the National Incident Management System.
4. The Grantee will provide all necessary financial and managerial resources to meet the terms and conditions of this Agreement.
5. Funds under this award may supplement, but shall not supplant, state or local funds budgeted for the same purposes. The Grantee may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
6. The Grantee shall not undertake any project having the potential to impact EHP resources or initiate procurement without the prior approval of FEMA, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities. The EHP review process involves the submission of a detailed project description along with supporting documentation, so that FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public to complete the review process. The EHP review process must be completed and approved before costs are incurred to carry out the proposed project. The Grantee must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground-disturbing activities occur during project implementation, the Grantee must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the Grantee will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.
7. The Grantee shall affix the applicable copyright notice of 17 USC 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under this grant.
8. The Grantee shall acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

9. The Grantee shall use, manage, and dispose of equipment acquired under this Agreement in accordance with federal and state laws, procedures, and policies. All equipment purchased with funding received through this Agreement shall be used for the entire useful life of the equipment in accordance with the purpose stated in Attachment A. When original or replacement equipment under this grant is no longer needed for the original project or programs, the Grantee shall request disposition instructions from the Grantor pursuant to 2 CFR 200.313.
10. If the Grantee collects PII, the Grantee is required to have a publicly-available privacy policy that describes what PII it collects, how it uses PII, whether it shares PII with third parties, and how individuals may have their PII corrected where appropriate.
11. The Grantee must obtain the approval of DHS prior to using a DHS or United States Coast Guard seal, logo, crest, or reproduction of flags or likenesses of DHS agency or Coast Guard officials.
12. If funding will be used to purchase emergency communications equipment or to fund related activities, the Grantee shall comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

EXHIBIT 11

Electronic Payables Program

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

FOR INFORMATION PURPOSES ONLY

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

DESCRIPTION

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

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

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

There are two options within this initiative:

1. Dedicated Credit Card – "PULL" Settlement

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

2. One-Time Use Credit Card – "SUGA" Settlement

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

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EXHIBIT 12

Economic Disclosure Statement

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

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1- 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 – 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13- 14
5	Contract and EDS Execution Page	EDS 15
6	Cook County Signature Page	EDS 16

SECTION 1
INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

Definitions. Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

Affiliate means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

Code means the Code of Ordinances, Cook County, Illinois available on municode.com.

Contract shall include any written document to make Procurements by or on behalf of Cook County.

Contractor or *Contracting Party* means a person that enters into a Contract with the County.

Control means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

EDS means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

Joint Venture means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract.

Lobby or *lobbying* means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

Lobbyist means any person who lobbies.

Person or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

Prohibited Acts means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

RFP means a Request for Proposals issued pursuant to this Procurement Code.

RFQ means a Request for Qualifications issued to obtain the qualifications of interested parties.

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 3: Economic and Other Disclosures Statement. Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountyil.gov/ethics-board-of.

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

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

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

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

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

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

SECTION 2

CERTIFICATIONS

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at www.municode.com

J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law),
- 2) Community Development Block Grants,
- 3) Cook County Works Department,
- 4) Shenff'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

No lobbyist or agent employed by or working on behalf of Deloitte & Touche LLP has had any contact or communication with any State/Public officer or employee concerning this bid or offer.

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:

111 South Wacker Drive

Chicago, IL 60606

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

Yes ☐ No ☒

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

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

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

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S) N/A

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

None.

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 Deloitte & Touche LLP

D/B/A N/A FEIN # Only: 13-3891517

Street Address 111 South Wacker Drive

City Chicago State IL Zip Code 60606

Phone No. 312-486-4430 Fax Number N/A Email vbansal@deloitte.com

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

Corporate File Number (if applicable) LLP File Number: 000241

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
N/A		

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
N/A		

3. Is the Applicant constructively controlled by another person or Legal Entity? [☒] Yes [☐] No
If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
Deloitte LLP	30 Rockefeller Plaza, NY, NY, 10112	70%	Parent

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
Please see Attachment #1, page 20, for list of Deloitte & Touche LLP partners and principals who reside in Illinois.			

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

Vikas Bansal

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

Signature

vbansal@deloitte.com

E-mail address

Subscribed to and sworn before me
this 5th day of January 2024.

x Stacey Arrington Kruczek
Notary Public Signature

Principal

Title

01/05/2021

Date

312-486-4430

Phone Number

My commission expires:

August 13, 2024



Notary Seal



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

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

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 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 COUNTYName of Person Doing Business with the County: Deloitte & Touche LLPAddress of Person Doing Business with the County: 111 South Wacker Drive, Chicago, IL 60606Phone number of Person Doing Business with the County: 312-486-4430Email address of Person Doing Business with the County: vbansal@deloitte.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:

Deloitte & Touche LLP / 111 South Wacker Drive, Chicago, IL 60606

Vikas Bansal, Principal / Phone: 312-486-4430 / Email: vbansal@deloitte.com

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

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

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: RFP # 2045-18286

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 4,407,912

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: Yaneth Lopez, Senior Contract Negotiator, Office of the Chief Procurement Officer (OCPO)

Email: Yaneth.Lopez@cookcountyil.gov

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: Carlyn Augustave, Vendor Manager, Bureau of Technology (BOT)

Email: Carlyn.Augustave@cookcountyil.gov

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

- ☐ The Person Doing Business with the County **is an individual** and there is **no familial relationship** between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.
- ☒ The Person Doing Business with the County **is a business entity** and there is **no familial relationship** between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

- ☐ The Person Doing Business with the County is an individual and there is a familial relationship between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. The familial relationships are as follows:

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship
N/A	N/A	N/A	N/A

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:

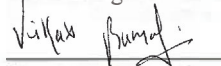
Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship
N/A	N/A	N/A	N/A

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
N/A	N/A	N/A	N/A

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*
N/A	N/A	N/A	N/A
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*
N/A	N/A	N/A	N/A
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*
N/A	N/A	N/A	N/A

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

January 6, 2021

Date

SUBMIT COMPLETED FORM TO: Cook County Board of Ethics
69 West Washington Street, Suite 3040, Chicago, Illinois 60602
Office (312) 603-4304 – Fax (312) 603-9988
CookCounty.Ethics@cookcountyil.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (i.e. in laws and step relations) or adoption.

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person including Substantial Owners, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurement by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals, except where a business entity is an individual or sole proprietorship. Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. County reserves the right to request additional information to verify veracity of information contained in this Affidavit.

I. Contract Information:

Contract Number 2045-18286

County Using Agency (requesting Procurement) Bureau of Technology

II. Person/Substantial Owner Information:

Person (Corporate Entity Name) Deloitte & Touche LLP

Substantial Owner Complete Name N/A

FEIN# 13-3891517

Date of Birth N/A E-mail address vbansal@deloitte.com

Street Address 111 South Wacker Drive

City Chicago State IL Zip 60606

Home Phone [REDACTED]

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq. YES or (NO)

Illinois Minimum Wage Act, 820 ILCS 105/1 et seq. YES or (NO)

Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq. YES or (NO)

Employee Classification Act, 820 ILCS 185/1 et seq. YES or (NO)

Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq. YES or (NO)

Any comparable state statute or regulation of any state, which governs the payment of wages YES or (NO)

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under Section IV.

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner
YES or **(NO)**

Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation
YES or **(NO)**

Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default
YES or **(NO)**

Other factors that the Person or Substantial Owner believe are relevant.
YES or **(NO)**

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

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

Signature Vikas Bahsal Date 01/05/2021

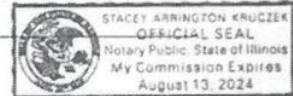
Name of Person signing (Print) Vikas Bahsal Title Principal

Subscribed and sworn to before me this 5th day of January, 20 21

x Stacey Arrington Kruczek
Notary Public Signature

Notary Seal

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



SECTION 5

CONTRACT AND EDS EXECUTION PAGE

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct, that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS, and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Execution by Corporation

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

Execution by LLC

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

Execution by Partnership/Joint Venture

Deloitte & Touche LLP	<i>Vikram Bansal</i>
Partnership/Joint Venture Name	*Partner/Joint Venturer Printed Name and Signature
01/05/2021	(312) 486-4430 / vbansal@deloitte.com
Date	Telephone and Email

Execution by Sole Proprietorship

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

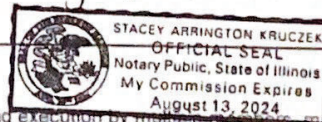
Subscribed and sworn to before me this

6 day of January 2021

Stacey Arrington Kruczek
Notary Public Signature

My commission expires August 13, 2024

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



Deloitte LLP
191 Peachtree St., Suite 2000
Atlanta, GA 30303-1749
USA
Tel: +1 404 631 2774
www.deloitte.com

April 2, 2021

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

Re: Cook County RFP 2045-18286- Managed Security Services Provider (the "Project")

Dear Ms. Yaneth Lopez:

I am Associate General Counsel in the Office of General Counsel of Deloitte LLP and have acted as counsel to Deloitte & Touche LLP ("Deloitte & Touche"), a limited liability partnership and a subsidiary of Deloitte LLP, and have the authority to deliver this letter. In my capacity as such counsel, I am familiar with the above-referenced Project and the Memorandum of Agreement of Deloitte Consulting. Based upon the foregoing, I am confirming that, pursuant to the Memorandum of Agreement of Deloitte & Touche, Vikas Bansal, as a current Principal of Deloitte & Touche in good standing, has the requisite power and authority to execute Deloitte & Touche's professional services agreement for the Project on behalf of Deloitte & Touche and to bind Deloitte & Touche accordingly.

Sincerely,

A handwritten signature in black ink, appearing to read "Amy Carlucci".

Amy Carlucci
Associate General Counsel
Office of General Counsel
Deloitte LLP

Attachment #1: Deloitte & Touche LLP partners and principals who reside in Illinois.

Albin, Bill	Gallagher, Paul	Lund, Michael	Russo, Anthony
Aikema, Doug	Garrett, Brad	Lyons, Diane	Schelbel, Patrick
Allegretti, Jim	Gordon, Bob	Martini, Natalie	Schreiber, Steve
Allen, Chris	Graf, Bill	May, Tyson	Schweller, Dan
Amato, Devin	Grant, Sheryl	Moullton, John	Shaikh, Martin
Andersen, Crystal	Grundman, Erich	Nelson, Erica	Shirk, Scott
Bahr, Matthew	Hirsh, Jason	Nemeth, Shan	Szalony, Scott
Bansal, Vik	Hollack, Claudine	Nowak, Dave	Trolber, John
Bauer, Kristin	Huber, Amy	O'Brien, Bob	Truesdell, Allen
Becker, Elijah	Hueber, Phil	O'Dell, Jennifer	Valdick, Mark
Bergner, Jeff	Huelsman, Trina	Oberst, David	Van Houtte, Andy
Berrill, Liz	Hurwitz, Scott	Olilla, Eric	Waelter, Anthony
Caffarelli, Rich	Jagello, Al	Pajula, Seema	Walker, Joe
Caruso, Chris	Janiak, Stacy	Park, Amy	Wangard, Matt
Chand, Sharon	Keefe, Tom	Pemberton, Tricia	Weber, Carl
Chari, Rajan	Kizawa, Tomoko	Pipala, Michael	Welnert McDonnell, Lesley
Cheadle, Carrie	Klein, Sara	Poliquin, Daniel	Wilgenburg, Arie
Coleman, Brandon	Koenigsknecht, Jack	Pollard, Bill	Wilson, Andy
Conroy, Sean	Kohn, Barry	Ponton, Mindy	Wolfe, Stephanie
Conway, Pat	Kulans, Art	Pundmann, Sandy	Yauch, Glenn
Craanen, Diane	Kurowski, Susie	Rafique, Ayesha	Jekov, Dale
Cullen, Peggy	Lademan, Sara	Regelbrugge, Adam	Laughman, Steve
Davis, Jamie	Lavery, Nell	Rooney, Daniel	Rogers, Chris
Douce, Brian	Leadstrom, Pete	Roop, John	Smith, Jeff
Frank, Dan	Louderback, Todd	Ruben, Brian	Ward, Scott

COOK COUNTY SIGNATURE PAGE


ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS
CONTRACT IS HEREBY EXECUTED BY:

Raffi Sarrafian Digitally signed by Raffi Sarrafian
Date: 2021.07.07 07:17:08 -05'00'

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS _____ DAY OF _____, 20____

APPROVED AS TO FORM:



ASSISTANT STATES ATTORNEY
(Required on contracts over \$1,000,000)

CONTRACT TERM & AMOUNT

2045-18286

CONTRACT #

June 30, 2021 through June 29, 2025 with Two (2), Two (2) year renewal options

ORIGINAL CONTRACT TERM

RENEWAL OPTIONS (If Applicable)

\$4,407,912.00

CONTRACT AMOUNT

June 24, 2021

COOK COUNTY BOARD APPROVAL DATE (If Applicable)

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

JUN 24 2021

