PROFESSIONAL SERVICES AGREEMENT

SOFTWARE AND RELATED SERVICES RESELLER

BETWEEN

COOK COUNTY GOVERNMENT

COOK COUNTY BUREAU OF TECHNOLOGY

AND

SHI INTERNATIONAL CORP.

CONTRACT NO. 2410-10161
PURCHASE ORDER NO. 70000380689

NON-FEDERALLY FUNDED CONTRACT

PROFESSIONAL SERVICES AGREEMENT

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Exhibit 7 Board Authorization
Exhibit 8 Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 9 Employee and Official Business Travel Expense Policy
Exhibit 10 Economic Disclosure Statement

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and SHI International Corp., doing business as a corporation of the State of New Jersey hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Board of Commissioners on November 20, 2025, as evidenced by Board Authorization letter attached hereto as EXHIBIT 7.

BACKGROUND

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

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

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

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

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

ARTICLE 2) DEFINITIONS

a) Definitions

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

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

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

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

"**Product(s)**" means collectively third-party software, computer peripherals, computer hardware, and associated IT services provided by third parties.

"Professional Services" means all services, labor, materials, equipment, and supplies provided by Consultant under an applicable Statement of Work pursuant to this Agreement

"**Resale Services**" means the resale services provided by Consultant under this Agreement; i.e. sourcing and fulfilling the Product identified in an Order.

"**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.

"**SOW**" or "**Statement of Work**" means a document, mutually agreed by the Parties, which references these terms and conditions and describes the Services and Deliverables to be provided, the associated schedule and price, and any special conditions applicable to that SOW.

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

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

b) Interpretation

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

ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.

iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

iv) Any headings preceding the text of the Articles and Sections of this Agreement,

and any tables of contents or marginal notes appended to it are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.

v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.

vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

c) Incorporation of Exhibits

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

Exhibit 1	Statement of Work/Schedule of Compensation
Exhibit 2	Information Technology Special Conditions
Exhibit 3	Amazon Web Services (AWS) Terms Addendum
Exhibit 4	ITAM Services Addendum
Exhibit 5	Minority and Women Owned Business Enterprise Commitment
Exhibit 6	Evidence of Insurance
Exhibit 7	Board Authorization
Exhibit 8	Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 9	Employee and Official Business Travel Expense Policy
Exhibit 10	Economic Disclosure Statement

d) Order of Precedence

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

Exhibit 1	Statement of Work/Schedule of Compensation
Exhibit 4	ITAM Services Addendum (only as applied to ITAM SOWs)
Exhibit 2	Information Technology Special Conditions
Exhibit 5	Minority and Women Owned Business Enterprise Commitment
Exhibit 6	Evidence of Insurance
Exhibit 7	Board Authorization
Exhibit 8	Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 9	Employee and Official Business Travel Expense Policy
Exhibit 10	Economic Disclosure Statement

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) Scope of Services

This description of Services is intended to be general in nature and is neither a complete description of Consultant's Services nor a limitation on the Services that Consultant is to provide under this Agreement. Consultant must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Consultant must provide include, but are not limited to, those described in Exhibit 1, Statement of Work/Schedule of Compensation which is attached to this Agreement and incorporated by reference as if fully set forth here.

b) Deliverables

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

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

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

c) Standard of Performance

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

Consultant must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant must provide copies

of any such licenses. Consultant remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Consultant or its Subconsultants or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

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

d) Personnel

i) **Adequate Staffing**

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

ii) **Key Personnel**

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

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 5. Consultant's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Form 1 of the MBE/WBE Utilization Plan, upon acceptance by the Compliance Director. Consultant must utilize minority and women's business enterprises at the greater of the amounts committed to by the Consultant for this Agreement in accordance with Form 1 of the MBE/WBE Utilization Plan.

f) Insurance

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

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

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

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

Coverages

(a) **Workers Compensation Insurance**
Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

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

(b) **Commercial General Liability Insurance**

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

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

The General Liability policy shall include the following coverage:
(1) All premises and operations.
(2) Contractual Liability.
(3) Products/Completed Operations.
(4) Severability of interest/separation of insureds clause

(c) **Commercial Automobile Liability Insurance**

When any vehicles are used in the performance of this contract, Consultant shall secure Automobile Liability Insurance for bodily injury and property damage arising from the Ownership, maintenance or use of owned, hired, and non-owned vehicles with a limit of 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: $5,000,000

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

The Consultant shall secure insurance appropriate to the Consultant's profession covering all claims arising out of the performance or nonperformance of professional services for the County under this Contract. This insurance shall remain in force for the life of the Consultant's obligations under this Contract and shall have a limit of liability of not less than $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 Consultant must maintain "extended reporting" coverage for a minimum of three (3) year after completion of services.

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

The Consultant shall secure coverage for first and third-party claims with limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate.

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

Additional requirements

(a) **Additional Insured**

In relation to the Commercial General, Automobile, and Umbrella Insurance Liability policies, Consultant shall name Cook County, its officials, employees, and agents as additional insureds with respect to operations performed on a primary and non-contributory basis. When the losses result from the Consultant's negligence, any insurance or self-insurance maintained by Cook County shall be excess of the Consultant's insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance requirements specified herein.

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

(b) **Insurance Notices**

The Consultant shall provide the Office of the Chief Procurement Officer with thirty (30) days advance written notice in the event any required insurance will be cancelled, materially reduced or non-renewed, except in the case of cancellation for insurance premium non-payment, in which case notification shall be provided as soon as practicable and no later than ten (10) days prior to such cancellation. The Consultant shall secure replacement coverage to comply with the stated insurance requirements and provide new certificates of insurance to the Office of the Chief Procurement Officer.

Prior to the date on which the Consultant commences performance of its part of the work, the Consultant shall furnish to the Office of the Chief Procurement Officer certificates of insurance maintained by Consultant. The receipt of any certificate of

insurance does not constitute Contract by the County that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with insurance required above.

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

(c) **Waiver of Subrogation Endorsements**

All insurance policies must contain a Waiver of Subrogation Endorsement in favor of Cook County, where allowable 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, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any third party claims arising out of the negligence, willful misconduct, or violation of law by the Consultant, or the acts or omissions of the officers, agents, employees, Consultants, subconsultants, licensees or invitees of the Consultant in the course of their performance under this Agreement. The Consultant expressly understands and agrees that any Performance Bond or insurance protection required of the Consultant, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

h) Confidentiality and Ownership of Documents

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

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Consultant to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Consultant's own purposes or for those of any third party. During

the performance of the Contract Consultant shall be responsible of any loss or damage to the Documents while they are in Consultant's possession, and any such loss or damage shall be restored at the expense of the Consultant. The County and its designees shall be afforded full access to the Documents and the work at all times.

i) Patents, Copyrights and Licenses

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

Consultant agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, as permitted by Illinois law, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a third party claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Consultant's Services constitutes an infringement of any patent, copyright or license or any other property right. For the avoidance of doubt, this paragraph shall not apply to anything provided by Consultant to County through Consultant's Resale Services.

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. For the avoidance of doubt, this paragraph shall not apply to anything provided by Consultant to County through Consultant's Resale Services.

j) Examination of Records and Audits

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

The Consultant further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the Subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment

under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such Subcontractor involving transactions relating to the subcontract, or to such Subcontractor compliance with any term, condition or provision thereunder or under the Contract.

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

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

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

k) Subcontracting or Assignment of Contract or Contract Funds

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

Prior to the commencement of the Contract, the Consultant shall identify in writing to the

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

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

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

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

l) Professional Social Services

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

For purposes of this Section, a Professional Social Service Contract or Professional Social Service Agreement shall mean any contract or agreement with a social service provider, including other governmental agencies, nonprofit organizations, or for profit business enterprises engaged in the field of and providing social services, juvenile justice, mental

health treatment, alternative sentencing, offender rehabilitation, recidivism reduction, foster care, substance abuse treatment, domestic violence services, community transitioning services, intervention, or such other similar services which provide mental, social or physical treatment and services to individuals. Said Professional Social Service Contracts or Professional Social Service Agreements do not include CCHHS managed care contracts that CCHHS may enter into with health care providers.

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board and its term shall begin on December 1, 2025, ("**Effective Date**") and continue until November 30, 2030, or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

i) Consultant must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Consultant acknowledges that TIME IS OF THE ESSENCE and that the failure of Consultant to comply with the time limits described in this Section 4.b may result in economic or other losses to the County.

ii) Neither Consultant nor Consultant's agents, employees nor Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

c) Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to renew this Agreement for three (3) additional one-year periods under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Consultant. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

ARTICLE 5) COMPENSATION

a) Basis of Payment

The County will pay Consultant according to the Statement of Work/Schedule of Compensation in the attached Exhibit 1 for the successful completion of Services.

b) Method of Payment

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

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Consultant to the County. The Consultant acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Consultant certifies that all itemized entries set forth in the invoices are true and correct. The Consultant acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies, services or equipment set forth in the Agreement to the Using Agency, or that it has properly performed the Services set forth in the Agreement. The invoice must also reflect the dates and amount of time expended in the provision of Services under the Agreement. The Consultant acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Consultant, and reporting the matter to the Cook County Office of the Independent Inspector General.

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

c) Funding

The source of funds for payments under this Agreement is identified in Exhibit 1, Statement of Work/Schedule of Compensation. Payments under this Agreement must not exceed $129,253,000.00 without a written amendment in accordance with Section 10.c.

d) Non-Appropriation

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

e) Taxes

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

f) Price Reduction

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

g) Consultant Credits

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

ARTICLE 6) DISPUTES

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

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

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

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

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

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

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

i) warrants that Consultant is appropriately licensed under Illinois law to perform

the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;

ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;

iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;

iv) warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and has not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County;

v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;

vi) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and

vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.a and 9.c.

b) Ethics

i) In addition to the foregoing warranties and representations, Consultant warrants:

(1) no officer, agent or employee of the County is employed by Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.

(2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime

Consultant or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

c) Joint and Several Liability

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

d) Business Documents

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

e) Conflicts of Interest

i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

ii) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.

iii) Upon the request of the County, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship, except as prohibited by law. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant's past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.

iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid

specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, Subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.

vi) Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Consultant must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

f) Non-Liability of Public Officials

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

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

a) Events of Default Defined

The following constitute events of default:

i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the County.

ii) Consultant's material failure to perform any of its obligations under this Agreement including the following:

(a) Failure due to a reason or circumstances within Consultant's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;

(b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;

(c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory under Article 3(b) of this Agreement;

(d) Discontinuance of the Services for reasons within Consultant's reasonable control; and

(e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.

iii) Any change in ownership or control of Consultant without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.

iv) Consultant's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Consultant acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.

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

vi) Consultant's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

b) Remedies

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

The Chief Procurement Officer will give Consultant written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a

default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Consultant fails to affect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Consultant must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

i) The right to take over and complete the Services, or any part of them;

ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;

iii) The right of specific performance, an injunction or any other appropriate equitable remedy;

iv) The right to direct money damages;

v) The right to withhold all or any part of Consultant's compensation under this Agreement;

vi) The right to consider Consultant non-responsible in future contracts to be awarded by the County.

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

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

c) Early Termination

In addition to termination under Sections 9.a and 9.b of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at

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

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

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

If the County's election to terminate this Agreement for default under Sections 9.a and 9.b is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.c. Consultant may terminate any Statement of Work for convenience if so set forth in the Statement of Work, under the terms set forth herein.

d) Suspension

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

as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

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

e) Intentionally Omitted

f) Delays

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

g) Prepaid Fees

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

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) **General**

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

ii) **No Collateral Agreements**

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

(a) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;

(b) the nature of the Services to be performed;

(c) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement;

(d) the general conditions which may in any way affect this Agreement or its performance;

(e) the compensation provisions of this Agreement; or

(f) any other matters, whether similar to or different from those referred to in (a) through (e) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) **No Omissions**

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

b) Counterparts

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

c) Contract Amendments

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

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

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

Contractor is hereby notified that, except for amendments which are made in accordance with this GC-10 Modifications and Amendments, no Using Agency or employee thereof has authority to make any modification or amendment to the Contract.

d) Governing Law and Jurisdiction

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

e) Severability

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

f) Assigns

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

g) Cooperation

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

h) Waiver

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

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

i) Independent Consultant

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

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

i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Consultant performing the Services required under this Agreement.

ii) Consultant is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.

i) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Consultant.

j) Governmental Joint Purchasing Agreement

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners

(April 9, 1965), other units of government may purchase goods or services under this contract.

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

k) Comparable Government Procurement

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

l) Force Majeure

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

m) Federal Clauses

The following provisions apply to all Contracts which are funded in whole or in part with federal funds including without limitation the following.

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

2. False or Fraudulent Statements and Claims
   (a) The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3081 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Contract. Accordingly, by signing the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract, including without limitation any invoice for its services. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or

certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

(b) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

3. Federal Interest in Patents

(a) General. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the Unites States of America or any foreign country, the Contractor agrees to notify County immediately and provide a detailed report.

(b) Federal Rights. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Contractor, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, the Contractor agrees that, irrespective of its status or the status of any subcontractor at any tier (e.g., a large business, small business, non profit organization, institution of higher education, individual), the Contractor agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

4. Federal Interest in Data and Copyrights

(a) Definition. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.

(b) Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any

manner or form, nor may the Contractor authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.

(c) Federal Rights in Data and Copyrights. In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty free, non exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.

(1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and

(2) Any rights of copyright which the Contractor purchases ownership with Federal assistance.

(d) Special Federal Rights for Planning Research and Development Projects. When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptions of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.

(e) Hold Harmless. Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the County or Federal

Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.

(f) Restrictions on Access to Patent Rights. Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.

(g) Application on Materials Incorporated into Project. The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

5. Records and Audits

Contractor will deliver or cause to be delivered all documents (including but not limited to all Deliverables and supporting data, records, graphs, charts and notes) prepared by or for the County under the terms of this Agreement to the County promptly in accordance with the time limits prescribed in this Contract, and if no time limit is specified, then upon reasonable demand therefor or upon termination or completion of the Services hereunder. In the event of the failure by the Contractor to make such delivery, then and in that event, the Contractor will pay to County reasonable damages the County may sustain by reason thereof.

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

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

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

6. Environmental Requirements

The Contractor recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal Laws that may affect the Contract include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et

seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. The Contractor also recognizes that U.S. EPA, U.S. DOT and other agencies of the Federal Government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, the Contractor agrees to adhere to, and impose on its subcontractors, any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern.

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

(a) Environmental Protection. The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

(b) Air Quality. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

(c) Clean Water. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract

implementation activity to the County and the appropriate U.S. EPA Regional Office.

(d) List of Violating Facilities. The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities ("List"), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.

(e) Preference for Recycled Products. To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Contractor agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247 253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

7. No Exclusionary or Discriminatory Specifications
Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance to support subcontracts procured using exclusionary or discriminatory specifications.

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

9. Allowable Costs
Notwithstanding any compensation provision to the contrary, the Contractor's compensation under this Contract will be limited to those amounts which are allowable and allocable to the Contract in accordance with OMB Circular A 87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Contractor has received payment in excess of such amounts, the County may offset such excess payments against any future payments due to the Contractor and, if no future payments are due or if future payments are less than such excess, the Contractor will promptly refund the amount of the excess payments to the County.

10. Trade Restrictions
Contractor certifies that neither it nor any Subcontractor:

(a) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

(b) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

(c) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

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

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

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

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

11. Contract Work Hours and Safety Standards Act

If applicable according to their terms, the Contractor agrees to comply and assures compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 333, and implementing U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions

Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926. In addition to other requirements that may apply:

(a) In accordance with section of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Contractor agrees and assures that, for the Contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Contractor agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

(b) In accordance with section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the contractor agrees and assures that no laborer or mechanic working on a construction contract will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health and safety, as determined in accordance with U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926.

12. Copyright Ownership

Consultant and the County intend that, to the extent permitted by law, the Deliverables to be produced by Consultant at the County's instance and expense pursuant to this Agreement are conclusively deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq. (the "Copyright Act"), and that the County will be the copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist.

To the extent that any Deliverable does not qualify as a "work made for hire," Consultant irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the County, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the County under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will execute all documents and perform all acts that the County may reasonably request in order to assist the

County in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the County.

Consultant warrants to County, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned any copyrights nor granted any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants and represents that the Deliverables are complete and comprehensive, and the Deliverables are a work of original authorship.

13. Visual Rights Act Waiver

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

14. Equal Employment Opportunity

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

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

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

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

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or

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

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

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

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

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

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

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

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

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

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

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

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

which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

16. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)
Where applicable, all contracts awarded by recipients in excess of $100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

17. Rights to Inventions Made Under a Contract or Agreement
Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

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

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

21. Prohibition on Certain Telecommunications and Surveillance Equipment

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

n) Return Policy

All goods furnished under this agreement will be subject to Consultant's return policy located at www.shi.com/returnpolicy. In the event of a conflict between Consultant's return policy located at the above listed url and this Agreement, this Agreement shall take control.

o) Limitation of Liability

NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT IN THE CASE OF CONSULTANT'S OBLIGATION TO INDEMNIFY FOR THIRD PARTY CLAIMS AND CLAIMS ARISING OUT OF DATA BREACH, CONSULTANT'S TOTAL CUMULATIVE LIABILITY TO THE COUNTY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR

OTHER THEORY, WILL NOT EXCEED THE GREATER OF (A) THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY THE COUNTY TO CONSULTANT UNDER THIS AGREEMENT FOR THE YEAR PREVIOUS TO THE INCIDENT WHICH GAVE CAUSE FOR SUCH LIABILITY, OR (B) $1 MILLION ("GENERAL LIABILITY CAP"). IN THE CASE OF CLAIMS RELATED TO DATA BREACH, EACH PARTY'S TOTAL LIABILITY TO THE OTHER PARTY SHALL NOT EXCEED TWO (2) TIMES THE GENERAL LIABILITY CAP ("DATA BREACH SUPERCAP"). THE COUNTY ACKNOWLEDGES THAT SUCH AMOUNT REFLECTS THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT CONSULTANT WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

p) Warranty

1) Professional Services
   a) Consultant represents and warrants the Deliverables in connection with the Consultant's Professional Services will conform in all material respects to the specifications and requirements therefor as set forth in SOWs and will be free of material defects for ninety (90) days commencing with final acceptance of the Deliverables unless otherwise specified in the statement of work (the "Warranty Period").
   b) If during the Warranty Period, (1) a material defect or nonconformity occurs or appears in the Deliverables, or (2) any part of the Deliverables becomes materially defective or fails due to defects in workmanship, or due to Consultant's negligence, or (3) the Deliverables fail otherwise to materially meet the requirements of the Contract, upon notification by the County, Consultant shall promptly correct any such defects or nonconformities hereunder by repair, replacement or reaccomplishment as reasonably determined by Consultant with due regard for the integrity and scheduling of the project as a whole.
2) Resale Services
   a) Consultant is a value added reseller ("VAR") of Products, not the original equipment manufacturer or licensor, and therefore disclaims any warranty responsibility regarding Products provided under this Contract. Consultant shall forward the warranties to the County which are provided to Consultant from the original equipment manufacturer of the Product, and to the extent granted by the original equipment manufacturer, the County shall be the beneficiary of the original equipment manufacturer's warranties with respect to the Products. Consultant is not a party to any such terms between the County and original equipment manufacturer and the County agrees to look solely to the original equipment manufacturer for satisfaction of any and all warranty claims related to that original equipment manufacturer's Product.
3) Warranty Disclaimer
   a) EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT AND/OR ANY ORDER ISSUED HEREUNDER, CONSULTANT HEREBY DISCLAIMS ALL OTHER WARRANTIES, EITHER

EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES OR PRODUCTS. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY WARRANTY PROVIDED BY AN ORIGINAL EQUIPMENT MANUFACTURER.

ARTICLE 11) NOTICES

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

If to the County: Cook County Bureau of Technology
161 N. Clark St. Suite 500
Chicago, Illinois 60601
Attention: Chief Information Officer

and

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

If to Consultant: SHI International Corp
290 Davidson Ave
Somerset, NJ 08873
Attention: Contracts Department

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

ARTICLE 12) AUTHORITY

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

EXHIBIT 1

Statement of Work/Schedule of Compensation

Statement of Work (SOW)

Software and Related Services Reseller

BETWEEN

Cook County Government

Cook County Bureau of Technology (Lead Agency)

AND

SHI International Corp.

Contract No.: 2410-10161

Purchase Order No.:

70000380689

Effective Date: December 1, 2025, through November 30, 2030

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1. Executive Summary

This Statement of Work (SOW) is governed by the terms and conditions of the master contract #2410-10161 between the parties, and results from the County's Request For Proposal (RFP) for a Software and Related Services Reseller to obtain the best value, license management, support, and optimal pricing for its software and related services spend which would exceed the County's ability to achieve itself. SHI international Corp (SHI) was offered the opportunity to negotiate a contract from the County's RFP process.

The County expects to achieve the objectives stated in section 1.1 by contracting with SHI. The County also expects to fully participate in the relationship and governance to ensure the objectives and benefits expected are achieved.

1.1 Objectives

The County's objectives for this software reseller relationship are as follows:

- Minimize administrative burden of multiple Equipment Original Manufacturer "OEM" license creation and management
- Improve and optimize the license management of multiple existing license agreements
- Manage maintenance renewals in a more proactive and timely fashion
- Leverage spend, market knowledge, and negotiation strength of SHI for County benefit
- Access to both County specific, and non-specific software product catalogs available catalog from SHI
- Online interface to SHI ordering systems from County procurement systems
- Procure related software services at competitive market rates
- Ability to both add and restrict software products and services during agreement term as County requirements, and standards change

1.2 Glossary

Bureau of Technology (BOT) - Office Under the County Board President that leads the entire portfolio of Cook County's application projects in alignment with the County's technology strategy.

CC - (County Concurrence) - Bureau of Technology executive management team reviews the BOT Concurrence request forms completed by users for all SOWs and Adds to the contract- no product(s) will be added or SOW accepted without written concurrence approval from BOT.

Distributor- Companies that act as intermediaries between Publishers and Resellers.

End User - Licensee which may be an individual, Agency, County, or other entity. (Note: preference is that all acquired licenses are County assets and fungible between all County agencies).

EOL - stands for "End of Life," which essentially means a publisher has decided that their product has reached the end of its "useful lifespan." After this date, the Publisher will no longer be marketing or selling the product version.

EOS - End-of-Support refers to a situation where publisher/OEM ceases support for a product or service. And typically occurs when a Publisher releases a new version and ends support for previous version(s).

EULA (End User License Agreement) - Legal terms under which end users can use a Publisher software.

License Metric - Publisher's denominated user volume measure for their software, and multiple measures exist (i.e. device, named user, concurrent user, processor, instance, site, enterprise, etc.).

License Use Rights - Contained in EULA specifies which, if any parties, can use the software besides purchaser (i.e. contractors, purchaser's outsourcers, or other designated parties.)

OEM (Original Equipment Manufacturer) - A company that produces parts and components for other companies products.

Open Source Software - Open-source software is a type of software in which source code is released under a license (typical GPL) in which the copyright holder grants users the rights to study, change, and distribute the software.

Non-Perpetual or Subscription License -Temporary license where right to use is limited for term.

Perpetual License - Software license which does not expire if used in compliance with EULA terms.

Percent Mark-Up - Percent addition to SHI direct unadulterated pass-through cost from Publishers and OEMs of Software and Services which can be added to determine County's price (formula below)

(SHI direct pass thru Publisher cost X (1 +%Mark-Up)= County price).

Physical Software - Publisher delivers program code, media, and associated documentation.

Publisher - Software OEM (e.g. Microsoft).

Saas - (Software as a Service) - Software delivered online remotely for subscription term.

SHI - (SHI International Corp.)

Software - Includes all types (i.e. application, system, and program tools) in all delivery forms (i.e. Physical, Saas, etc.).

SOW – (Statement of Work) - is a formal document that outlines the specific requirements of a project.

Reseller - Companies acting as sales channel for OEMs to end clients and for purposes of this agreement means SHI International Corp.

Reseller Cost - Price Reseller pays Distributor or Publisher which does not include any mark-up costs **Warranty Period** -Amount of time for which the Publisher provides that the software performs. substantially in accordance with its set of functional specifications post purchase.

VLA (Volume Licensing Agreement) - means an agreement with a Software Publisher. wherein the County's total expected purchasing over time is considered in establishing the discount level.

Contractor Volume Spend Rebate - provides the County a rebate from SHI based on the County's annual volume spend on this contract.

2. Scope of Services

This section describes SHI's scope of services associated with providing Services to the County under this contract. In addition, to software sourcing, software services provisioning, and online ordering functionality, SHI will also provide the ancillary support services listed in the scope sections below.

2.1 Software Products

SHI will provide County access to the County's specific approved Software catalog in addition to the non-approved Software catalog only accessible by allowed County users.

The contracted Percent Discount off SHI Advertised Price for Publishers' Software and (including SaaS), Maintenance, Warranty Period, and Volume discount availability can be found in Appendix 1 Pricing.

SHI discounts are firm and fixed for the life of the contract. SHI will work with the County and the Publishers to negotiate fixed pricing/ discounts whenever possible. When a Publisher agrees to a fixed pricing/discount for the County, SHI will also agree and flow those directly to the County at contract discounts. This will be on a case by case basis.

SHI will provide an incentive to the County through a Contractor Rebate of 0.25%.

SHI will provide information with regards to warranty and maintenance coverage dates and costs on each quote. For any newly purchased OEM Software where the County has no existing license, SHI will provide to the Publisher the County's EULA Rider, which is maintained by the County, and given to SHI to incorporate for each product EULA. If any of the Rider EULA terms are not accepted by a Publisher desiring to sell products to the County, then Bureau of Technology ("BOT") will be notified. It is a County responsibility to approve all new Publisher licenses. If there are differences in the coverage dates this will be noted by SHI.

It is a preference for the County not to pay for maintenance of licenses until said licenses are deployed. This is a Publisher decision. SHI will work in good faith with the Publishers and the County to negotiate this at time of quote.

The County will pay for maintenance in the fiscal year that the licenses are being used. SHI will work with the Publisher at time of quote to ensure that maintenance payments are made annually rather than up front. Any first-year maintenance fees included in license price is due at the time of

delivery receipt.

SHI will work with the County and each applicable Publisher regularly to provide the following services:

- Review of current agreements to assist the customers in understanding the terms and to ensure the licensing agreements are optimal for the customers' current needs.
- Assist with allocation of licensing benefits (e.g. Microsoft SA benefits such as training days and the Home Use Program) to help customers achieve maximum value from each licensing agreement.
- Track license purchases, review purchase history, and discuss forecasts and future plans to identify current agreements that may be re-leveled, or additional agreements that may be of value.
- Recommend new volume licensing agreements or alternatives to the software Publishers on our customers' behalf, and proactively assist with negotiations, paperwork, and implementations.
- Review of the customers' purchases to ensure they are on track with their license commitments and contract milestones, and to help customers plan and budget.

2.2 Services

SHI will provide Services (technical and non-technical) for all OEM Software products sourced by SHI, including maintenance, installation, training, and support.

SHI will provide full project management for their Services and take prime responsibility whether the project is SHI or partner delivered. Prior to the project beginning, SHI will work with the County Agency requesting the engagement to create a SOW for the overall scope and associated timeline in the form of the SOW template in Appendix 4.

Prior to any project initiation, Contractor shall seek permission from the Bureau of Technology to engage with the requesting County Agency in the development of any SOW.

If any requests from any county office for Artificial Intelligence related software or services are sent to SHI, SHI shall reach out to the Bureau of Technology for approval prior to sending the quote to the requestor.

With regard to Services, SHI will ensure all schedules, activities, and teams will be scaled to support the scope of services required. SHI will take responsibility for the resourcing being adequate and consistent throughout the project life, or the impacts of resource turnover. The project status reporting will keep both parties apprised of progress and informed of any issues requiring resolution.

Should project issues require escalation, the SHI Project Manager and Account Executive, other SHI or Publisher executive(s), will work with the designated County PM and executive to remedy.

All SHI primed Publisher /OEM resource SOWs will be signed by SHI, and County per pricing in Appendix 2 SHI Services Rates.

2.3 Relevant Certification/License Documentation

SHI represents and warrants that they are authorized to sell the County all the Software listed in the Appendix 1 Price Schedule, or any new Software added during the term. In addition, SHI warrants that any SHI project resources under their control have necessary credentials, experience, and certifications to perform the work engaged. County may further request resource information (i.e. resumes, references: etc.) to verify resource's adequate skills to perform the project.

If SHI fails to acquire the proper approvals or certifications prior to sale of Software or Services, then the County will not be responsible for payment of any unauthorized items until SHI can provide proper authorizations, and SHI will be liable to remedy any warranty or license impairments resulting from their failure

2.4 Online Ordering System

SHI will provide the County with a robust Online Ordering System ("OOS" or "System") which will interface with the County's procurement system iProcurement that should allow authorized users to:

1. Search and order products from a pre-defined, approved list of products at contract prices.
2. The County web portal will display only the products and other website requirements that are part of this contract.
3. The OOS will permit authorized Users to search products by keyword and by the following criteria:
    a. Contract
    b. Manufacturer
    c. Product type
    d. Part number
    e. Part description
    f. Publisher Contract/Agreements
    g. Platform
4. The OOS will be available 24 X 7 X 365 except for any pre-notified periodic maintenance window to be conducted at mutually agreed time.
5. The OOS must provide cost information for each product.
    a. The System will provide an ability to conduct price and product side-by-side comparisons. After doing a product search, a user will be able to select products they wish to compare. With a maximum of three products at a time, a user can compare the specifications, pricing, and general information.
6. Product Adds to County approved catalog must be approved by County Concurrence (CC). The Agency will request additions directly with the CC for approval.
    a. If SHI receives CC approved Agency catalog change requests to the OOS, the changes will be reflected in the online catalog within 48 business hours.
    b. Agency Add request contains the following elements:
        i. Software Product

Publisher/OEM

ii. Purpose
iii. Selection Process/Validation
iv. Product Cost
v. Maintenance Cost
vi. License Terms viii.Maintenance Terms
ix. Agency Requestor
x. Agency Approver
xi. CC Approval

B. Authorized Users.

1. The County will provide a list of authorized users, level of access, and process(es) for adding any incremental users and their access levels.
2. SHI will provide a custom, password protected site to which only Authorized Users will have access. Only authorized users will be able to submit orders in the System.
3. Approval routing. SHI will provide the option to require approval routing for purchases. A user can select products they wish to purchase and submit a request to an Authorized User to obtain approval. Once the order is approved, the requester (and anyone else listed to receive notices) will receive an email stating that the requisition has been approved and will be processed at SHI. The order will then upload into SHI's internal order processing system.
4. The System will provide the capability to automatically alert the identified System Administrator when set parameters have been violated (i.e. non-approved product, above dollar limit, etc.).

C. Renewal Organizer. The System will include SHI's Renewal Organizer tool, which will compile all technology renewals - including software license, Saas, maintenance and support, and warranty agreements - in a rolling 36-month timeline. All products purchased through SHI with an expiration date of any kind will automatically be loaded into the County's Renewal Organizer.

1. The renewal organizer will allow a user to view the following information:
    a. Contract start date
    b. Contract end date
    c. Contract number
    d. Customer PO
    e. User quantities
    f. True up dates.

D. Reporting.

1. SHI will provide the following reporting capabilities
    a. Order status. SHI will provide online order status and reporting for all orders placed through SHI, whether the orders are submitted online or directly to the Account Team.
    b. All order data is tied to a specific customer account, and the individual accounts are then grouped together to accommodate reporting groups that match the customer's organizational hierarchy.
    c. Contract-specific reporting. SHI will provide the ability to run a report across all purchases made under a contract.
    d. SHI can fulfill data requests to support deployments and true up reporting.

e. Customized reports. SHI will develop other customized reports, including those at the County, agency, department, or individual customer level, upon the County's reasonable request.
f. Quarterly reports of the Professional Services and Software Licenses year to date by user.

2. Access to the order information and reporting is controlled by the permissions assigned to each user.

E. Integration with County's procurement and ERP systems

1. All integration with the County's existing Marketplace (EqualLevel) system and future Oracle EBS system are included in the pricing of this agreement.
2. SHI will integrate its OOS with the County's Procurement Marketplace system until the County's ERP integration with Oracle EBS is implemented to the degree possible to provide:
    a. County approved product site with County contract compliant pricing.
    b. Item-level UNSPSC codes
    c. Searchable catalog or Punchout site via Marketplace
    d. Ability to submit e-Invoice.
3. Integration with County's Marketplace System.
    a. Utilizing existing interfaces
    b. Complying with industry standard security policies for systems and data
    c. Utilizing County DMZ SFTP directory to pick up and place files, and send encrypted invoice files, or decrypt and process PO files.

2.5 Key Personnel

Key personnel as defined in the PSA dedicated to County are identified below:

Role	Name
Sales Vice President	Adrienne Pubylski
Sr. District Manager	John Minnella
Sr. Account Manager	David Broaden
Manager Contract Success	Justin Shaffer
Contract Success Manager	Rafiq Sampson
Field Inside Account Executive	Nick Furciato
Inside Account Team • Manager Inside Sales • Inside Client Solutions Manager • Inside Client Solutions Manager • Inside Client Solutions Manager • Sr. Inside Client Solutions Manager	Inside Account Team • Tom Wospil • Mark Burm • Tom Leitner • Precilla Lin • Travis Oberweis
Field Solutions Engineer	Bob Stec
Regional Solutions Director	Mike Yurick
Sr. Manager of Inside Sales	Zeshan Khan
Director of Inside Sales	Samantha Sawin
Vice President – Inside Sales	John DAquila

SHI's team of Inside Client Solutions Managers, working in partnership with and managed by Tom Wospil, will maintain direct relationships with the County and have the responsibility of ensuring its satisfaction. Functional areas such as pricing, availability, order entry, tracking, returns, product information, and expedites are an integral part of their daily activities. They execute the plan established by the Account Executives for the County. SHI will evaluate the team regularly and add members as needed to keep the customer service level exceeding expectations of the County.
Process for any changes, approval of changes, or requested changes by County are defined in PSA. Our inside account team can be reached by emailing Cookcounty@shi.com or by calling 888-591-3400, to contact County dedicated SHI resources.

As soon as practicable after contract effective date, the SHI team will meet with the County Agency CIOs and determine the CIO's contract client success criteria (i.e. SLA compliance, savings achieved, services delivered as agreed, improved asset management, etc.) and the periodic timing of such reports, but no less than quarterly. As the lead Agency, Bureau of Technology, should facilitate these meetings if necessary.

2.6 Customer Service/SLA's

SHI must be responsive in terms of technical issues, product delivery, billing, and requests in this SOW, and shall communicate information in a timely manner to keep all County projects, including transition of services from the County's predecessor provider.

SHI shall meet and/or exceed the County's needs by adhering to the following SLAs:

Cook County Request	SHI Commitment
Call answered timely: Ninety percent (90%) of calls answered within sixty (60) seconds	SHI has Team Phone Lines where all members of the support team are logged in, and calls are answered in a round robin method, by members who are not on a call. In the instance all members are helping other customers, calls will be directed to voicemail. Customers can leave a voice message, which will be returned within two to four business hours If the customer has an urgent request, they can escalate their request to the Inside Sales Team Manager or Account Executive for immediate assistance.
Voicemail response: Four (4) business hours from time Cook County Government ("CCG") has recorded message	All voicemails are answered or returned within two to four business hours
Quotes: Respond and/or resolve to ninety percent (90%) within eight (8) business hours from vendor's receipt of CCG's request	If quotes are out of a standard catalog for the customer, they will be fulfilled within 8 business hours. If quotes are requested for items which are third party source/weird ware items, IAMs will take the following action: • Reply to customer request within two to four hours, confirming receipt of request • Relay to the customer they are working on their request and send notification of additional time the request may take due to external factors – such has awaiting vendor response/additional specs are required from the customer
New location set up: One to three (1-3) business days from vendor's receipt of CCG's request	If the shipping address is being adjusted after an order has been placed, it needs to be completed ASAP, and before it ships from SHI or distributor warehouse, to make adjustments. If the item has already shipped and the County needs to adjust shipment location, the IAMs will set up returns and make arrangements to resubmit to updated location, which should not take longer than one to three business days.
Order entry accuracy: Ninety eight percent (98%) of total monthly volume	SHI can meet this requirement.

Orders entered timely (include order confirmation): Eight (8) business hours from receipt of customer's request	SHI's standard SLA for order entry is within 24 business hours. We can meet the requirement for eight hours for the County. We will commit to training the team on this SLA upon award.
Time from in stock product shipment to delivery: within five (5) days ninety percent (90%) of the time	SHI can meet this requirement. Any possible delays based on total quantity ordered or restrictions from the OEM will be communicated with the County at the time of quote or order placement and SHI will keep the County informed of estimated delivery.
Time from product delivery to installation	This will vary based on product and installation requirements. SHI will work Cook County to develop a timeline/SOW for each installation and ensure that the timeline established is met.
Percentage of devices DOA: <1% per quarter	As SHI is not the OEM of the products being requested, this is not in SHI's control. If an item is DOA, SHI will work with OEM to provide a working product ASAP.
Contact installation location to inform product on the way and to schedule installation date	We can meet this requirement. This requirement will be clearly defined in the SOW and managed by the Account team and/or the PM assigned to the project.
Final installation of product	This timeline will be established as part of the SOW and will be closely managed by the PM assigned to the project. SHI will keep the County informed should any changes to timeline occur.
Order received to product shipment to product shipment: within fifteen (15) days ninety percent (90%) of the time	We can meet this requirement. Should we expect a delay due to large quantity, complexity, product constraint, etc. SHI will communicate the expected timeline with the County and follow up consistently until the product is delivered.
Product shipment to installation complete	This requirement and timeline will be clearly defined in the SOW established between the County and SHI and managed by the PM assigned to the project.
Asset reporting for items Proposers' sales Accurate electronic asset feeds or updates with <2.5% error rate	SHI can provide reporting on items in in stock and items which have been delivered/invoiced.

Escalation Process

SHI Account Team will be able to fully support the daily needs of the County and provide accessible, courteous, responsive, and seamless customer service always.

SHI's point of contact for all instances of problems will be the Account Executive. Initial contact may be verbal to describe the problem and determine if the problem needs to be put into writing for a formal resolution. This written communication may be in the form of an e-mail or a signed memorandum/letter. It is Account Executive's responsibility to keep SHI's Executive Management

informed of all problems requiring attention. Resolution and/or actions of resolution should be directed back to the County in the manner requested.

SHI will develop, implement, and evaluate a corrective action plan in situations where its performance falls below acceptable Cook County SLA's, or in other appropriate circumstances as deemed necessary by the parties. SHI will immediately confer with the County and apply the decision-making process to a situation/problem to arrive at an equitable solution(s) to all parties.

- The corrective action plan consists of written guidelines detailing a plan of action to correct deficiencies. It is to be reviewed and approved by the County and SHI prior to implementation. These guidelines must include:
    - The area of deficiency, number of occurrences, dollar value (if any), and personnel making the deficiencies
    - The planned activity to correct the deficiency
    - The date by which the corrective activity is to be completed
    - The name of the supervisor who will oversee the plan and the date of review
- The plan must be clearly written and specific as to what areas are deficient and what actions must be taken to correct the deficiency. The dates by which the corrective actions are to be completed must also be specific.
- The plan must be monitored by the supervisor on a formal basis during the corrective action plan's timeframe and regular updates will be given to the County.
- The County will be given a written report at the conclusion of the timeframe that all the deficiencies in the plan have (or have not) been corrected satisfactorily (or unsatisfactorily). The report will be signed off on by both SHI and the County. Should any deficiencies remain unresolved to the satisfaction of the County, those will be escalated to the highest level of management.
- In parallel, SHI will review all systems to see if fixes can be made to prevent future deficiencies.

Below identifies the County's Escalation Contacts in the event the expected levels of support are not being met:

Inside Sales Escalation Contacts for Cook County

Zeshan Khan
Sr. Manager of Inside Sales
732-667-2780
zeshan_khan@shi.com

Samantha Sawin
Director of Inside Sales
732-868-6042
samantha_sawin@shi.com

Field Sales Escalation Contacts for Cook County

John Minnella
Sr District Sales Manager
732-564-8130
john_minnella@shi.com

Adrienne Pubylski
Sales Vice President
512-732-8022
adrienne_pubylski@shi.com

Denise Collison
Sr. Sales Vice President
732-868-6182
denise_collison@shi.com

Thai Lee
President/CEO SHI Global
732-868-8800
Thai_lee@shi.com

2.7 Reporting Responsibilities

SHI will have online, customizable reporting capabilities that provide the County with visibility to (and control over) spend, purchases, chargebacks, and to the timeline of the County's upcoming maintenance and contract renewals.

SHI shall have the flexibility to capture any data that the County requires for reporting/SLA metrics. SHI will be able to incorporate any organizational structure and to provide reports on any level within the organization. SHI shall have the capability to collect customized data fields, which can be established at the County Level, the Agency Level, and /or per individual customer. SHI will track time from order placement to shipment. Order accuracy will be based on return metrics; returns will be processed in the SHI's order entry tool along with the reason for return. SHI will also report based on reason and filter out order entry errors to report specifically on these.

The following SHI reports will provide the County with an overview of its purchases:

- *Spend by Manufacturer*- summary of total dollars spent in period with one specific manufacturer, all manufacturers, or a sub-set thereof.
- *Spend by Product* - summary of total dollars spent in period for one specific product, all products, or sub-set thereof.
- *Spend by Product Type* - summary of total dollars spent in period for shrink-wrap versus licensing or by UNSPSC.
- *Spend by User, Business Unit, Agency, County* - each of the above reports can also be pulled based on these hierarchical organizational levels.

STANDARD FIELDS AVAILABLE IN A DETAILED REPORT			
CUSTOMER NAME	MANUFACTURER NAME	MANUFACTURER PART NUMBER	PRODUCT DESCRIPTION
VERSION	OPERATING SYSTEM	MEDIA	LANGUAGE
PRODUCT TYPE	LICENSE PROGRAM	LICENSE POOL	LICENSE LEVEL
LICENSE POINT VALUE	MAINTENANCE TERM	MAINTENANCE TIME REMAINING	UNSPSC NUMBER
UNSPSC SEGMENT	UNSPSC FAMILY	UNSPSC CLASS	UNSPSC COMMODITY
ORDER DATE	SHI ORDER NUMBER	INVOICE NUMBER	SHIP DATE
SHI PART NUMBER	QUANTITY	UNIT PRICE	EXTENDED PRICE

CUSTOMER PO	SHIP TO COMPANY	SHIP TO ADDRESS	SHIP TO CITY
	SHIP TO STATE	SHIP TO ZIP CODE	

SHI will set up County reports on a subscription basis and will deliver them automatically as requested. SHI will provide a quarterly report of the Total Spend by User, Business Unit, Agency and include tabs within the spreadsheet for Total Spend by Manufacturer, Total Spend by Product Type, and Total Spend for Professional Services. The Account Executive will be responsible for providing reports and additional data as requested by County to show achievement of the agreed upon SLA's.

Warranty/Maintenance Reporting

SHI will compile the County's technology renewals in a centralized, rolling 36-month timeline for simplified budgeting and renewal management. The tool is delivered via an interactive on-line portal, with 24/7/365 availability. Each renewal box will contain information relevant to that renewal such as:

- Contract start date
- Contract end date
- Contract Number
- Customer PO

SHI will provide the County proactive management of maintenance, warranty, and support plans. All products purchased through SHI with an expiration date of any kind will automatically be loaded into the County's renewal organizer. Quotes will automatically be sent to the County 90 days before the expiration of the service. The County's account team will actively work with the County end users to go over options. Regular follow-up will continue until a PO is placed, or the end user indicates that they are no longer interested in renewing the maintenance or support agreement.

2.8 Product Warranty

Only OEM authorized technicians of their product(s) may perform manufacturer's warranty services.

2.9 Training Approach

As part of Services, SHI will provide training to the County as required, including, but not limited to, technical product training, professional development, and desktop training for all products and Publishers. SHI will work closely with the end user to determine the type of training required and then offer options. These options will include on site, virtual, and classroom based training offered via the manufacturer, or County authorized third party provider. SHI will provide the County with the instructor credentials and certification for any instructor specific training at the time of quote.

Training services formats may include, but are not limited to:

- On-site training related to the deployment of new equipment and related software;
- Computer-based training that includes software that provides interactive, self-paced training at your desktop, workstation, or laptop computer, or;
- Web-based training that provides courses or classes that are accessible via an internal Intranet or the Internet; or
- Live instructor led training, or Train-the-Trainer sessions
- Provider must describe the credentials of staff and how they are certified to provide training
- Utilize OEM training resources to provide training

2.10 Audit Requirements

From SHI:

- The County will have the right to verify/confirm SHI's contractual product cost(s) and discount in accordance with the terms of the Agreement.

From Cloud Providers:

- SHI will request and provide SOC 2, Type 2 reports from the cloud providers to the County annually, or upon request;

2.11 Security and Compliance

SHI will comply with the following data-related system requirements:

- At all times, the County shall be able to receive County data, associated metadata, and reasonably granular subsets thereof, as well as any associated files or attachments, from the System in a useable, encrypted format.
- Upon termination of the contract and at the County's written request, SHI shall destroy County Data, including backups and copies thereof, according to NIST standards or as otherwise directed by the County, but SHI will ensure County receives a copy of their data, and the SHI's retention will be for seven (7) years after the expiration of the contract, including any contract modifications, to ensure access to licensing and purchasing records.
- SHI's system shall have the ability to retain County data in a manner that is searchable and capable of compliance with records retention laws and best practices.
- At no time may SHI suspend or terminate the County's access to County Data or the System for breach of contract or term or condition relating to the system without giving the County reasonable notice and opportunity to cure according to the County's dispute resolution process in the PSA.

3. Implementation Plan / Exit Transition Assistance

SHI, in a collaborative process with the County, will implement a plan to make the County's transition smooth, efficient, and effective. The following areas of focus will ensure that the transition is successful:

1. Manufacturer Supply and Pricing Agreements
2. Product Standards
3. Dedicated Account Team and Team Tools
4. Custom/Customer Specific Reports
5. Order Acknowledgement Customization
6. None-Procurement Site Implementation: SHI.com
7. User Set-Up and Access definitions

See further details of the SHI's Proforma Implementation Plan in Appendix 3 Proforma Implementation Plan. County expects that SHI will be able to begin processing County orders for software and services by December 1, 2025, if the contract is approved by the County Board in November 2025. SHI will complete implementation within 10 days of County Board approval.

3.1 Exit Transition Assistance

SHI will, after the conclusion of the Agreement, offer assistance to the County, if necessary, for up to 90 days after the Agreement ends to ensure that all the County's necessary transition data and relevant agreements are transitioned to their successor entity. In addition, SHI will provide the successor logistical support on any ongoing efforts or projects that will exceed the term of our agreement. The parties will mutually agree on SHI's compensation for these efforts, if any, based on the efforts requested by the County, and SHI support of its costs.

4. Fees/Payment/Rebate

4.1 Fees/Payment

The County has estimated its software spend between $26-28M annually, but this is merely an estimate and not a commitment of spend.

Software and Maintenance will be priced to County at the Percent Discounts in Appendix 1.

Services will be priced at the SHI rates in Appendix 2 Pricing.

Invoices must conform to the terms set forth in Article 5, Section (b) of the Professional Services Agreement.

County will receive Contractor Rebate of 0.25%.

Rebates will be paid to the County by check at the end of each contract anniversary year made payable to the Cook County Comptroller and sent to that address by certified mail, or receipted messenger.

Rebate Payment Periods:

Period 1 - Contract signing through first anniversary Period 2 - first anniversary through second anniversary Period 3 - second anniversary through third anniversary Period 4 -third anniversary through fourth anniversary

Period 5 – fourth anniversary through fifth anniversary

- Rebates will extend if optional years are exercised.
- Rebate Amount is based on the Invoiced Value of the Spend and would include any credits/returns, etc., that transacted during that term.
- Payment of Rebate would be made within 45 days of the end of the Rebate Payment Period.

Appendix 1: Pricing

County reserves the right to renegotiate pricing based upon competitive price benchmarking, volume discount, escalation cap terms, and has right to request to negotiate different terms of the renewal option periods. Agreement pricing changes will be valid only by written amendment executed by both parties.

Return to the Instructions Tab

Product Line	% Discount SHI Advertised Price	% Mark-up	Warranty (days)	Annual Maintenance	Rebate-Annual Payment	Yes or No
Absolute Software	4.5%	0.0%	365	4.5%	0.25%	Yes
Accruent	4.5%	0.0%	365	4.5%	0.25%	Yes
Acquia	4.5%	0.0%	365	4.5%	0.25%	Yes
Adminware Software Private Limited (AdminDroid)	4.5%	0.0%	365	4.5%	0.25%	Yes
Adobe	4.5%	0.0%	365	4.5%	0.25%	Yes
AdvoLogix.com	4.5%	0.0%	365	4.5%	0.25%	Yes
Amazon Web Services - AWS	1.0%	0.0%	365	1.0%	0.25%	Yes
Apple	4.5%	0.0%	365	4.5%	0.25%	Yes
Appvance	4.5%	0.0%	365	4.5%	0.25%	Yes
Archive Social	4.5%	0.0%	365	4.5%	0.25%	Yes
Assuresign, LLC	4.5%	0.0%	365	4.5%	0.25%	Yes
Autodesk	4.5%	0.0%	365	4.5%	0.25%	Yes
Barracuda	4.5%	0.0%	365	4.5%	0.25%	Yes
Bentley System	4.5%	0.0%	365	4.5%	0.25%	Yes
BeyondTrust	4.5%	0.0%	365	4.5%	0.25%	Yes
Biscom	4.5%	0.0%	365	4.5%	0.25%	Yes
Bluebeam Software	4.5%	0.0%	365	4.5%	0.25%	Yes
Bonfire Interactive	4.5%	0.0%	365	4.5%	0.25%	Yes
Brazen Technologies, Inc.	4.5%	0.0%	365	4.5%	0.25%	Yes
Cellebrite	4.5%	0.0%	365	4.5%	0.25%	Yes
CI Technologies	4.5%	0.0%	365	4.5%	0.25%	Yes
Cisco	4.5%	0.0%	365	4.5%	0.25%	Yes
Citizenserve	4.5%	0.0%	365	4.5%	0.25%	Yes
Citrix	4.5%	0.0%	365	4.5%	0.25%	Yes
CivicPlus	4.5%	0.0%	365	4.5%	0.25%	Yes
Clear-Com	4.5%	0.0%	365	4.5%	0.25%	Yes
ClearCompany, Inc.	4.5%	0.0%	365	4.5%	0.25%	Yes
ClearPathGPS, Inc.	4.5%	0.0%	365	4.5%	0.25%	Yes
CompStak, Inc.	4.5%	0.0%	365	4.5%	0.25%	Yes
Consensus Cloud Solutions, Inc.	4.5%	0.0%	365	4.5%	0.25%	Yes
Continuum	4.5%	0.0%	365	4.5%	0.25%	Yes
Corel	4.5%	0.0%	365	4.5%	0.25%	Yes
cPrime, Inc	4.5%	0.0%	365	4.5%	0.25%	Yes
Crowdstrike	4.5%	0.0%	365	4.5%	0.25%	Yes
Databank IMX	4.5%	0.0%	365	4.5%	0.25%	Yes
Dell	4.5%	0.0%	365	4.5%	0.25%	Yes
Developer Express	4.5%	0.0%	365	4.5%	0.25%	Yes
Device42	4.5%	0.0%	365	4.5%	0.25%	Yes
Digi-Cert	4.5%	0.0%	365	4.5%	0.25%	Yes
Docusign	4.5%	0.0%	365	4.5%	0.25%	Yes
ECOPRINTQ	4.5%	0.0%	365	4.5%	0.25%	Yes
eFax.com	4.5%	0.0%	365	4.5%	0.25%	Yes
Elliott Data Systems, Inc.	4.5%	0.0%	365	4.5%	0.25%	Yes
Embarcadero	4.5%	0.0%	365	4.5%	0.25%	Yes
EqualLevel Inc. - EUNA Solutions	4.5%	0.0%	365	4.5%	0.25%	Yes
eQuest	4.5%	0.0%	365	4.5%	0.25%	Yes
Everbridge	4.5%	0.0%	365	4.5%	0.25%	Yes
Exegetics	4.5%	0.0%	365	4.5%	0.25%	Yes
FivePoint Solutions	4.5%	0.0%	365	4.5%	0.25%	Yes
FivePoint Solutions	4.5%	0.0%	365	4.5%	0.25%	Yes
Freight	4.5%	0.0%	365	4.5%	0.25%	Yes
Fulcrum Biometrics	4.5%	0.0%	365	4.5%	0.25%	Yes
Gigamon	4.5%	0.0%	365	4.5%	0.25%	Yes
GitLab	4.5%	0.0%	365	4.5%	0.25%	Yes
Google	4.5%	0.0%	365	4.5%	0.25%	Yes
GovInvest	4.5%	0.0%	365	4.5%	0.25%	Yes
GovWorx	4.5%	0.0%	365	4.5%	0.25%	Yes
Granicus	4.5%	0.0%	365	4.5%	0.25%	Yes
GTreasury SS LLC	4.5%	0.0%	365	4.5%	0.25%	Yes
Hexagon Geospacial	4.5%	0.0%	365	4.5%	0.25%	Yes
HP Inc	4.5%	0.0%	365	4.5%	0.25%	Yes
Hyland Software - OnBase	4.5%	0.0%	365	4.5%	0.25%	Yes
IBM	4.5%	0.0%	365	4.5%	0.25%	Yes
Identification International, Inc.	4.5%	0.0%	365	4.5%	0.25%	Yes
Idera	4.5%	0.0%	365	4.5%	0.25%	Yes
Illumio	4.5%	0.0%	365	4.5%	0.25%	Yes
iManage	4.5%	0.0%	365	4.5%	0.25%	Yes
Insight	4.5%	0.0%	365	4.5%	0.25%	Yes
Integritie Ltd	4.5%	0.0%	365	4.5%	0.25%	Yes
Interactive Communications Solutions Group, Inc.	4.5%	0.0%	365	4.5%	0.25%	Yes
Intergraph	4.5%	0.0%	365	4.5%	0.25%	Yes
Intergrated Solutions Consulting	4.5%	0.0%	365	4.5%	0.25%	Yes

Ipswitch	4.5%	0.0%	365	4.5%	0.25%	Yes
Ivanti	4.5%	0.0%	365	4.5%	0.25%	Yes
j2 Cloud Service	4.5%	0.0%	365	4.5%	0.25%	Yes
Kaseya	4.5%	0.0%	365	4.5%	0.25%	Yes
Lansa	4.5%	0.0%	365	4.5%	0.25%	Yes
LEAD Technologies	4.5%	0.0%	365	4.5%	0.25%	Yes
Leadtools	4.5%	0.0%	365	4.5%	0.25%	Yes
Lease Query, LLC	4.5%	0.0%	365	4.5%	0.25%	Yes
LegalEdge	4.5%	0.0%	365	4.5%	0.25%	Yes
Lenovo	4.5%	0.0%	365	4.5%	0.25%	Yes
LexisNexis	4.5%	0.0%	365	4.5%	0.25%	Yes
Lightcast	4.5%	0.0%	365	4.5%	0.25%	Yes
LinkedIn	4.5%	0.0%	365	4.5%	0.25%	Yes
LinkTek Corporation	4.5%	0.0%	365	4.5%	0.25%	Yes
Manage Engine	4.5%	0.0%	365	4.5%	0.25%	Yes
Marketplace.city Inc.	4.5%	0.0%	365	4.5%	0.25%	Yes
McAfee	4.5%	0.0%	365	4.5%	0.25%	Yes
Microsoft	4.5%	0.0%	365	4.5%	0.25%	Yes
Mimecast	4.5%	0.0%	365	4.5%	0.25%	Yes
Nearmap US, Inc	4.5%	0.0%	365	4.5%	0.25%	Yes
NICE	4.5%	0.0%	365	4.5%	0.25%	Yes
Nintex	4.5%	0.0%	365	4.5%	0.25%	Yes
Nuance Communications	4.5%	0.0%	365	4.5%	0.25%	Yes
OnBase - Hyland Software	4.5%	0.0%	365	4.5%	0.25%	Yes
OpenText	4.5%	0.0%	365	4.5%	0.25%	Yes
Opswat	4.5%	0.0%	365	4.5%	0.25%	Yes
Optisigns Inc.	4.5%	0.0%	365	4.5%	0.25%	Yes
Orbit Reporting + Analytics, Inc.	4.5%	0.0%	365	4.5%	0.25%	Yes
Panasonic	4.5%	0.0%	365	4.5%	0.25%	Yes
PaperCut Software	4.5%	0.0%	365	4.5%	0.25%	Yes
PDQ Connect	4.5%	0.0%	365	4.5%	0.25%	Yes
Pitney Bowes	4.5%	0.0%	365	4.5%	0.25%	Yes
PKWare	4.5%	0.0%	365	4.5%	0.25%	Yes
Precisely	4.5%	0.0%	365	4.5%	0.25%	Yes
Preferred Strategies	4.5%	0.0%	365	4.5%	0.25%	Yes
Progress Software	4.5%	0.0%	365	4.5%	0.25%	Yes
Proofpoint	4.5%	0.0%	365	4.5%	0.25%	Yes
pushpin.us	4.5%	0.0%	365	4.5%	0.25%	Yes
Qualtrics	4.5%	0.0%	365	4.5%	0.25%	Yes
Quest Software	4.5%	0.0%	365	4.5%	0.25%	Yes
Rapid7	4.5%	0.0%	365	4.5%	0.25%	Yes
Recast Software, Inc.	4.5%	0.0%	365	4.5%	0.25%	Yes
Red Gate Software, Inc.	4.5%	0.0%	365	4.5%	0.25%	Yes
REI Systems Inc.	4.5%	0.0%	365	4.5%	0.25%	Yes
Rocket Passport	4.5%	0.0%	365	4.5%	0.25%	Yes
Salesforce	4.5%	0.0%	365	4.5%	0.25%	Yes
SAP	4.5%	0.0%	365	4.5%	0.25%	Yes
SiteImprove	4.5%	0.0%	365	4.5%	0.25%	Yes
Slack Technologies, Inc.	4.5%	0.0%	365	4.5%	0.25%	Yes
SmartComms SC Limited	4.5%	0.0%	365	4.5%	0.25%	Yes
SmartDraw.com	4.5%	0.0%	365	4.5%	0.25%	Yes
SmartSheet	4.5%	0.0%	365	4.5%	0.25%	Yes
Smarty	4.5%	0.0%	365	4.5%	0.25%	Yes
Snowflake	4.5%	0.0%	365	4.5%	0.25%	Yes
Spirion, LLC	4.5%	0.0%	365	4.5%	0.25%	Yes
StarQuest Ventures	4.5%	0.0%	365	4.5%	0.25%	Yes
Tableau Software	4.5%	0.0%	365	4.5%	0.25%	Yes
TechSmith	4.5%	0.0%	365	4.5%	0.25%	Yes
The ExOne Company	4.5%	0.0%	365	4.5%	0.25%	Yes
TMO	4.5%	0.0%	365	4.5%	0.25%	Yes
TPX COMMUNICATIONS	4.5%	0.0%	365	4.5%	0.25%	Yes
Trellix	4.5%	0.0%	365	4.5%	0.25%	Yes
Tyler Technologies	4.5%	0.0%	365	4.5%	0.25%	Yes
U.S. TelePacific Corp., dba TPx Communications	4.5%	0.0%	365	4.5%	0.25%	Yes
Uila, Inc.	4.5%	0.0%	365	4.5%	0.25%	Yes
Unitrends Software	4.5%	0.0%	365	4.5%	0.25%	Yes
UpGuard	4.5%	0.0%	365	4.5%	0.25%	Yes
Variphy Software	4.5%	0.0%	365	4.5%	0.25%	Yes
Veeam	4.5%	0.0%	365	4.5%	0.25%	Yes
Veracode	4.5%	0.0%	365	4.5%	0.25%	Yes
Veramark	4.5%	0.0%	365	4.5%	0.25%	Yes
Vertex	4.5%	0.0%	365	4.5%	0.25%	Yes
WebQA, Inc.	4.5%	0.0%	365	4.5%	0.25%	Yes
WorldTech IT, LLC	4.5%	0.0%	365	4.5%	0.25%	Yes
Zoho Corporation	4.5%	0.0%	365	4.5%	0.25%	Yes
Zoom Corporation	4.5%	0.0%	365	4.5%	0.25%	Yes
Zoom Video Communications	4.5%	0.0%	365	4.5%	0.25%	Yes

SHI Advertised Price is a verifiable source, referenced 24/7/365 at shi.com. In many cases, SHI Advertised List Price already reflects a substantial discount off Manufacturer Published List prices, where a list price exists.

Given the breadth of manufacturers and products that SHI offers, opportunities for SHI to secure additional discounts for eligible contract users are plentiful. We work to provide your contract users with the most advantageous pricing available, and we go above and beyond the minimum discounts offered, whenever possible

Appendix 2: SHI Services Rates

SHI Rate Card

Please note no Percent Mark-Up will be assessed on SHI resource services

Professional Services Hourly Rates						
Product Line	Technical Lead	Senior Engineer	Engineer	Associate Engineer	Project Manager	Program Manager
	Hourly Rate					
All OEMS Services	$350.00	$300.00	$275.00	$225.00	$225.00	$225.00

OEM Professional Services	
Microsoft	
Position	Hourly Rate
Technical Trainer/Instructor	$ 325.00
Project Manager	$ 325.00
SharePoint Certified Technician	$ 300.00
Advanced SQL Server DBA	$ 375.00
Advanced Active Directory Specialist	$ 375.00
Microsoft Azure Certified Professional	$ 325.00
Microsoft Certified Master : Communications	$ 375.00
Microsoft Certified Architect: Infrastructure	$ 325.00
Microsoft Certified Architect: Solutions	$ 325.00
Microsoft Certified Master and Architect: Microsoft SharePoint Server	$ 375.00
Microsoft Certified Master and Architect: Microsoft SQL Server	$ 375.00
Microsoft Certified Master and Architect: Microsoft Advanced Infrastructure	$ 375.00
Microsoft .NET Developer	$ 350.00

PUBLISHER/OEM SERVICES

Any Publisher resource services provided by direct County contract will not be included in annual spend rebate calculation or have SHI Percent Mark-Up.

SHI PRIME OF PUBLISHER SOWs

All SHI primed SOWs will be signed between the County and SHI based on the Publisher's SOW defining the County's requirements, scope, deliverables, and cost.

County reserves the right to renegotiate pricing based upon competitive price benchmarking, volume discount, and escalation cap terms, and has right to request to negotiate different terms of the renewal option periods. Agreement pricing changes will be only by written amendment executed by both parties.

Appendix 3: Proforma Implementation Plan

Sample Implementation Transition Plan-SHI

Category	Task	SHI	Customer	Total Time Estimate
Supply Strategy	**Manufacturer Supply and Pricing Agreements**			10 Business Days
	Identify all existing customer/manufacturer agreements		X	
	Letter to manufacturer naming SHI as agent/reseller for customer		X	
	Create contract/agreement document in SHI system	X		
	Identify customer policy for manufacturer selection and orders		X	
	Identify source(s) of supply	X		
	Request/Plan for routine product/price updates from any non-automated price feed from manufacturer	X		
	Set up customer specific SKU's, as applicable	X		
	Identify any IT refreshes already in process so that SHI can best assist		X	
	Create training/information documents on customer requirements for internal use	X		
	Publish Customer Terms, Pricing, Contracts, Processes and Policies to SHI's Internal SharePoint site for Customer	X		
	Create customer ready marketing efforts to inform all Authorized Purchasers, regardless of size or location, about the new contract	X		
	Begin request for authorization process/identify SHI requirements for any manufacturer's SHI not currently authorized for, if applicable	X		
	Product Standards			

	Identify Customer standards		X	10 Business Days
	Forecast volume on any JIT inventory requirements, if applicable		X	
	Work with manufacturers or distributors to set inventory levels, if applicable	X		
	Flag standard products in Customer catalog at item level	X		
	Place first inventory order, if applicable	X		
	Define non-standard request process for Customer and SHI approval validation for processing, if applicable		X	
	Create process documentation and update to SHI internal SharePoint site for consistency	X		
	Set custom fields for County order entry to identify and capture order-specific information that the County would like to maintain	X		
Implementation of Services	**Dedicated Account Team and Team Tools**			1-3 Business Days
	Identify any Customer-specific requirements		X	
	Inform Customer of dedicated sales team for the Customer	X		
	Train all team members on pricing and terms for new contract	X		
	Ensure that the Customer is aware of the best customer-specific email alias for customer use	X		
	Verify proper set up of team folders in Outlook	X		
	Custom/Customer Specific Reports			15 Business Days
	Define custom fields that Customer may wish to capture	X	X	
	Validate custom fields transmitted in e-procurement and non-e-procurement orders.	X		

Program data labels and list of values (if applicable) in order entry to capture information	X		
Set Order Types: Standard, Non-Standard, Replacement, Expedite	X		
Establish report layout and report type/requirements		X	
Submit report requirements to Web Admin	X		
Establish reporting schedule	X	X	
Establish distribution list	X	X	
Reports Developed/Tested	X		
Introduce/Train Customer on SHI Reporting Tools	X		
Set User Permissions based on County specifications	X		
Order Acknowledgement Customization			3 Business Days
Customer has the option to define any customer specific content		X	
State of Missouri Agencies have the option to define intended recipients of notifications, such as Order Acknowledgment		X	
SHI account team customize in SCII (SHI's Internal Quoting tool)	X		
Test Order Acknowledgement documents	X		
Non-e-Procurement site implementation of SHI.COM			15-20 Business Days
Define organization//site requirements (process flow)	X	X	
Define approval process(s), if required, and Billing process/requirements		X	
Define catalog(s) content		X	
Define system users and set up Permissions	X	X	

Develop SHI.COM(s) customer specific implementation	X	X
Define/build any additional catalog requirements	X	X
Define SHI.COM special verbiage requirements	X	
Tie Users to Customer-specific catalogs	X	
Test system and processes	X	X
User Demonstration/Training sessions	X	

Appendix 4: Services SOW Template

[Project Name]

Statement of Work

For [Customer Name]

SHI International Corp.

SOW # [#]

[Publish Date]

Presented By
{SHI-User}
Account Executive, SHI
{Email}

Created By
{Services Team Member}
{Title}
{Email}

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1 Executive Summary

[This should be a high-level executive description of the project.]

[Customer Name] ("Customer") has engaged SHI International Corp. ("SHI") to [brief phrase describing high level goal] ("Services").

2 Project Description

SHI shall provide the following Services to Customer on a fixed fee basis.

2.1 In Scope

- Bulleted list of Scope items

2.2 Deliverables

[This section should include any tangible customer deliverables such as documents, plans, diagrams.]

All documents included in this section will be provided to the Customer.

- Bulleted List of Deliverables

2.3 Project Specific Assumptions

- Bulleted List of project assumptions specific to the success of this project
- Bulleted list of constraints to set limits on time, cost, scope and resources.

2.4 Project Specific Customer Responsibilities

- Bulleted List of Customer Responsibilities or prerequisites specific to the success of this project

2.5 Out of Scope

Any Services not explicitly listed above as "In Scope" shall be considered out of scope for this project. For example, the areas that are out of scope for this project include, but are not limited to, the following list. If any of these items are required for your organization, they can be scoped separately.

- Bulleted list of Out of Scope items

2.6 Project Duration

Project duration is defined as the entire time taken to complete the project, based on the resources allocated. The estimated project duration is **[XX DAYS/WEEKS/MONTHS]** *.

SHI and the Customer will provide the required resources to deliver this project within the estimated duration. SHI and the Customer will allow for reasonable accommodations due to holidays, vacations, and unforeseen delays in deliveries.

* *Please be advised that the above timeframe is to provide a general timeline for delivery and is not a true reflection of the total man hours/effort involved for this engagement.*

2.7 Project Management

[Replace if Partner is providing PM with their methodology. If SHI is providing PM, please choose one of the following 3 options.]

SHI will provide a Project Manager to work with the Customer to see the engagement through to completion. The SHI Project Manager will cover items such as, but not limited to:

Option 1 – Ex: Consulting, Onsite Services

- Acting as a point of contact that will be responsible for monitoring project progress as described in this Statement of Work.
- Conducting a project kick off.
- Monitoring the budget and providing a monthly status update.
- Executing change requests to project scope, schedule, and or fee as needed. Managing and executing change requests to the project scope, schedule, or fees as needed, subject to prior review and written approval by the Customer.
- Initiating project closure to confirm deliverables were achieved and request project acceptance.

Option 2 – Ex: Most standard engagements

- Leading the engagement to achieve the scope as described in this Statement of Work.
- Conducting a project kick off and creating a project schedule to ensure that the project is executed on time and on budget.
- Responsible for coordinating resources based on the project scope and their expertise as well as establishing roles and responsibilities.
- Communicating status updates which includes action items, issues and risks as well as developing and facilitating mitigation plans.
- Executing change requests to project scope, schedule, and or fee as needed. Managing and executing change requests to the project scope, schedule, or fees as needed, subject to prior review and written approval by the Customer.
- Acting as the single point of contact for any issues or escalations throughout the engagement.
- Initiating project closure to confirm deliverables were achieved and request project acceptance.

Option 3 – Multiphase high user count migrations

- Determining which project methodologies to leverage in order to achieve the scope on time and within budget as described in this Statement of Work.
- Assembly of the project team based on scope and expertise, establishing roles and responsibilities and then coordinating resources throughout the engagement to ensure tasks are executed appropriately.
- Conducting an internal review in preparation of the Customer kick off to review the project objectives with the delivery resources, create a preliminary plan and solicit input of known risks and / or constraints.
- Conducting a project kick off with the Customer and project team.
- Developing and executing against a project plan which includes all phases of project delivery.
- Establishing a communication plan and strategy which will include but is not limited to: status updates, action items, issues and risks, mitigation plans and budget.
- Acting as the single point of contact for any issues or escalations throughout the engagement.
- Conducting a project close meeting to confirm deliverables were achieved and request project acceptance.

2.8 Resources and Skills

SHI will provide individual resources outlined below to be participants for this effort. These resources will participate in all required steps and will be fully or partially responsible for tasks where appropriate:

Title	Role Description	Involvement
[Resource Description] **Solutions Architect**	**[Enter Duties for Role Here]** Part time resource(s) responsible for all aspects of delivery including but not limited to analysis, design, build, test and migration activities.	**Part-time**
[Resource Description] **Project Manager**	**[Enter Duties for Role Here]** Part time resource responsible for overall execution of the project. Monitors progress against overall delivery. Primary interface between SHI and Customer.	**Part-time**

[The resources listed above may be removed or added to as required by the project. The resources listed above have been provided as examples for use and you will need to provide the specific role requirements and resource(s) accordingly. Please specify part-time or full-time for each resource.]

2.9 Success Criteria

[This is a critical section of the SOW. The more detailed, the less chance of disconnect with the customer when the project is attempted to be closed. The best practice is to define the criteria for each phase of the project, which should match the Payment Schedule milestones.]

The project milestones and success criteria for each milestone are as follows:

1. **SOW Signing:**
    a. Customer and SHI sign this SOW.
2. **{Additional Milestone Outline in the Billing Section}**
3. **Project Close**

a. Customer agrees there are no outstanding action items or tasks.
b. Customer agrees all deliverables have been received.
c. Customer signs the *Project Acceptance* form indicating all project objectives were accomplished.

3 Assumptions

[This section includes standard Assumptions and should not be edited. Project-specific Assumptions may be listed in section 2.3]

The project scope and associated price quoted within this Statement of Work are based on the following assumptions. Should any element(s) of these assumptions be lacking during execution of services, additional time and associated fees and expenses may be required to complete this Statement of Work.

1. Minimum lead time for scheduling project kickoff meeting is fifteen (15) business days from our receipt of the signed SOW or fifteen (15) business days from the confirmed start date between SHI and Customer; whichever date is later. Should you require more aggressive scheduling, please contact SHI to determine availability.
2. Please note that the time designated for Knowledge Transfer is throughout the project. Customer is responsible for providing a resource or resources focused on this project and the extent of the knowledge transfer is dependent upon the availability of these resources. A maximum of two hours of dedicated knowledge transfer at the project's conclusion will be provided unless otherwise noted within this Statement of Work.
3. SHI is not responsible for delays caused by failures of Customer systems or personnel, or in receiving data from the Customer.
4. Any restrictions or requirements regarding the SHI consultants' use of personal equipment must be stated in advance of the commencement of the project.
5. All software and licensing required to perform the above services will be provided by and is the responsibility of Customer. All wiring, hardware, and software required to perform the above services are in working order.
6. All parties agree that personnel shall not be asked to perform, nor volunteer to perform, engineering and/or consulting tasks that lie outside the scope of the project and agreed upon responsibilities and skills in section 2.8. Personnel have the right to decline on a service request if the request falls outside the scope of their experience and expertise.
7. Project activity will be scheduled during the hours of 8:00 AM to 5:00 PM local time. Any work performed outside these hours must be previously agreed upon by both parties and scheduled in advance.
8. All Deliverables will be delivered within fifteen (15) business days after the completion of the in-scope tasks or phases of the project. A standard document template will be utilized for this service delivery.

4 Customer Responsibilities

[This section includes standard SHI Responsibilities and should not be edited. Project-specific Responsibilities may be listed in section 2.4]

Both Customer and SHI are responsible for the successful execution of this engagement. Prior to the start of this SOW, Customer will indicate to SHI in writing a person to be the point of contact. All project communications will be addressed to such point of contact (the "Customer Contact"). The Customer Contact is responsible for the following:

1. Performing a full working backup prior to the commencement of services as SHI is not responsible for lost data.
2. Ensuring all related information and communication regarding this project is done through the Project Manager as expeditiously as possible.
3. Acting for the Customer in all aspects of the project.
4. Making the necessary administrative usernames and passwords available to the designated SHI resource, if required for the successful completion of project.
5. Providing detailed and accurate information regarding their current network environment if required for the successful completion of project. This information will include the technical configuration of the domain environment.
6. Providing the necessary workspace and network access to provide the above services.
7. Providing access to building(s) and room(s) if required for the successful completion of project.
8. Obtaining and provide project requirements, information, data, decisions and approvals within one working day of the request, unless both parties agree to a different response time.
9. Ensuring that SHI project personnel have reasonable and safe access to the project site and adequate office space, if required.
10. Providing technical points-of-contact, who have a working knowledge of the enterprise components to be considered during this project ("Technical Contacts"). SHI may request that meetings be scheduled with Technical Contacts.
11. Informing SHI of all access issues and security measures and providing access to all necessary hardware and facilities as required.
12. Having the authority to resolve conflicting requirements.
13. Helping resolve project issues and ensuring that issues are brought to the attention of the appropriate persons within SHI, if required.

Customer will provide individual resources outlined below to be participants for this project effort. These resources will participate in all required steps and will be fully or partially responsible for tasks and deliverables where appropriate:

Title	Role Description	Involvement
Sponsor / Project Manager	Project and resource coordination to support the effort as well as authority to make decisions and acceptance at project completion.	Part-time
Technical Contact(s)	Provide access to workspace, building access, and general IT requests related to the effort. May also have responsibility for network, data center and project team activities.	Part-time

Please update these resources as appropriate for this engagement.

5 Duties of SHI

SHI shall provide the Services and the Deliverables during the term of this engagement in accordance with this SOW and these terms and conditions.

1. SHI will provide all resources, facilities, management, labor, expertise, skills, tools, and equipment necessary for the performance of its obligations under this SOW.
2. Without limiting the foregoing, SHI shall:
   a. keep the Customer Project Manager advised of the progress of the project and the status of the Deliverables;
   b. permit any designated representative of Customer periodically to review the work of SHI personnel performing Services and preparing Deliverables;
   c. perform the Services in a timely manner and provide the Deliverables in accordance with this Statement of Work; and
   d. keep accurate records of work performed on this Statement of Work, evidence of which SHI shall provide to Customer upon request.

6 Change Control Process

The "Change Control Process" is that process which shall govern changes to the scope, schedule or price of the Project during the life of the Project. The Change Control Process will apply to new components and to enhancements of existing components. The Change Control Process will commence at the start of the Project and will continue throughout the Project's duration.

Under the Change Control Process, a written "Change Request" will be the vehicle for approving any desired changes to the project. It will describe the proposed change, the reason for the change and the effect the change may have on the Project. The requesting party will submit a written Change Request to the other party.

SHI and Customer will review the Change Request. All parties must sign the approval portion of the Change Request to authorize the desired changes. Once signed by all parties, the Change Request will act as an amendment to this SOW.

7 Project Initiation Process

Upon receipt of a signed SOW, planning for the project will commence. A key step in the planning process is the kickoff meeting with the Customer.

In the kickoff meeting, the contents of the SOW will be reviewed. This is an opportunity for Customer's team who will be involved with the project to understand the project's goals, tasks, deliverables, and timelines.

Upon completion of the project kickoff meeting, minutes of the kickoff meeting will be created based on the meeting discussion and distributed to Customer. Any changes to the project will be documented in these minutes. If Change Requests are necessary due to these changes, that process will be initiated after the kickoff meeting.

8 Price and Payment Schedule

SHI proposes to deliver the Services described here for a fixed price as set forth below:

Program Component	Amount
[Project Name]	**$n**

The pricing demonstrated in the table above is valid until this document is fully executed or 60 days from [Publish Date], whichever comes first. Upon becoming fully executed, the pricing shall be honored for the duration of this SOW.

Any additional work that is required outside the scope of this SOW requires written approval by SHI and Customer as described in the Change Control Process defined previously in this document and will be billed at a rate mutually agreed upon by SHI and Customer.

8.1 Discount or Funding

Project Funding	Amount
[Description] *	**($)**

Project Discount	Amount
[Description] *	**($)**

8.1.1 Credits or Discount Terms:

INCLUDE THE FOLLOWING AS APPLICABLE

DISCOUNT

** This Agreement includes a discount of XX ($)/(%)on the purchase of services. The discount is subject to the terms and conditions of this Agreement and may be subject to change at the sole discretion of the service provider. The discount is not transferable and may not be applied to other Statements of Work or purchases. Any questions or concerns regarding the discount should be directed to the SHI Account Executive.*

FUNDING (ex: Microsoft)

**In order to obtain any funding provided by Third Party (ex: Microsoft) included in this Statement Of Work, Customer must satisfy all requirements as set forth by the Third Party. SHI reserves the right to charge the Customer the full amount for the project and then issue a rebate for an amount equal to any funds authorized by the Third party.*

8.2 Payment Schedule

The following table describes the project milestones.

Billing Milestones	%	Amount
SOW Signing	%	$
Project Close	%	$
Total		$ n

8.3 Travel Expenses

CHOOSE ONE OF THE FOLLOWING

OPTION 1

Travel expenses are not included in the above price. Any Expenses incurred will be billed as actual and receipts will be provided. Any travel must be pre-approved in advance by Customer (a pre-approval form will be submitted for signature prior to the trip).

The estimated travel expenses for this project are $XX.

OPTION 2

No travel is required for this project.

OPTION 3

Travel and expenses are included in the above price.

8.4 Billing Terms

All invoices are due and payable within 30 calendar days of the invoice date.

Fees DO NOT include applicable taxes that must be collected. Please allow for taxes that may apply to the work outlined in this SOW. Tax will be applied to the address in the "Billing Information" section unless otherwise specified in "Exception" section below.

Update per section used

8.4.1 Exception

Cook County is tax exempt #E9998-2013-07

8.5 Final Acceptance

At the completion of the project, SHI will provide a "Project Acceptance Form" for execution by the Customer. Customer's signature on this form signifies the Customer's Final Acceptance of the project, and agreement that all Deliverables have been completed in accordance with the SOW and the final invoice may be issued by SHI. If the Customer does not so accept the Deliverables then Customer shall, within fifteen calendar days after receipt of the Project Acceptance Form, state specifically which Deliverables were not Final Accepted and why, and return the form to SHI for resolution.

If Customer does not return the Project Acceptance Form to SHI within fifteen business days after the date of its transmittal, Customer shall be deemed to have Final Accepted the Deliverables, and

consequently, the remainder of the Services, and SHI will invoice the Customer for the remainder of the price due to SHI.

9 Terms and Conditions

This statement of work (SOW) is subject to and governed by the terms of the services agreement **PSA No. 2410-10161** ("Agreement") between **IL-County of Cook Bureau of Technology** and SHI with an Effective Date of **December XX 2025.**

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

- Exhibit 8 Cook County Information Technology Special Conditions (ITSCs)
- Exhibit 1 Scope of Services and Schedule of Compensation
- Exhibit 2 Minority and Women Owned Business Enterprise Commitment
- Exhibit 3 Evidence of Insurance
- Exhibit 4 Board Authorization
- Exhibit 5 Identification of Subcontractor/Supplier/Subconsultant Form
- Exhibit 7 Cook County Travel Policy
- Exhibit 9 Economic Disclosure Statement
- Exhibit 6 Electronic Payables Program
- Any properly executed Services SOWs entered into pursuant to the Agreement

10 Confidential

The information in this document shall not be duplicated, used, or disclosed in whole or in part outside Customer's organization, except as required by law. If a contract is awarded to SHI as a result of or in connection with the submission of this document, Customer shall have the right to duplicate, use, or disclose the information within its organization to the extent provided by the contract between Customer and SHI. This restriction does not limit Customer's right to use information contained in this document if it is obtained from another source without restriction.

11 Billing Information

The location(s) of Services to be provided and billing contact is:

Billing Information
Company Name **[Customer Name]**
Street Address **[Enter Customer contact address here]**
City, State, Zip Code **[Enter Customer contact address here]**
Contact Name and Title **[Enter Customer contact info here]**
Contact Phone Number and E-mail Address **[Enter Customer contact info here]**

12 Project Location(s) & Contact Information

OPTION 1: Single Site OR Remote

Site Information
Street Address **[Enter Customer contact address here]**
Contact Name & Information **[Enter Customer contact address here]**

OPTION 2: Multi Site

	Street Address	Location Contact
Site 1	**Street Address**	**Name & Contact Information**
Site 2	**Street Address**	**Name & Contact Information**

Site 3	Street Address	Name & Contact Information

13 SOW Acceptance

The project terms and conditions are as outlined in this document. Once fully executed, this document will become the Statement of Work for the Services defined in this document. The Customer's signature below authorizes SHI to begin the Services described above and indicates the Customer's agreement to process and pay the invoices associated with these Services.

The parties have caused this SOW to be executed by their duly authorized representatives, effective as of the last date of signature below.

[Customer Name]		SHI International Corp.	
Name		**Name**	
Title		**Title**	
Signature		**Signature**	
Date		**Date**	
Purchase Order*			

Office of the Chief Procurement Officer Cook County, IL	
Name	
Title	
Signature	
Date	

*Customer should indicate the Purchase Order, if any, to be referenced on SHI's invoices.

Appendix 5: SHI License & Maintenance Disclosures

SHI REQUIRED LICENSE and MAINTENANCE DISCLOSURES	
License	
Production Price	Also, Non-Production pricing (i.e. Dev)
Use Rights	Authorized users & entities
License Term	Perpetual or Non-Perpetual
License metric	(i.e. User, Processor Site, Enterprise)
Warranty Period	Term
Maintenance	Maintenance Start Date
Maintenance	
Maintenance Pricing	Options to lock or escalation caps
Supported Versions	Current & EOL or EOS
Support SLAs	By severity type
Components below included	YES/NO
Helpdesk/call support	Yor N
Defect/bug fixes	Yor N
Minor/patch releases per year	Yor N
Major upgrades	Yor N

Required information as described in the above table will be included in SHI Quotes and subject to change at County discretion with sufficient advanced notice to SHI to accommodate change(s)

Appendix 6: CHANGE PROCESSES

Products & Services

SHI will work with County Concurrence Committee to determine the approval process and operational logistics of adding, or removing products from the approved catalog.

Projects

During a services engagement, the County, or additionally SHI, if the change is to an agreed assumption, may make a change request to the SHI PM detailing the nature of the change and the reasons for it. SHI will assess the request, and determine the impacts to budget, schedule, and deliverables. The County may approve or reject the SHI determination. If accepted, the project will incorporate the change. If not, the change request will not impact project scope.

Contract

The County's lead agency, Bureau of Technology, will act as the County's manager of the overall contract, but any changes outside the original intended scope, term, or dollar authority of the County Board approved SHI contract will require an amendment by the County CPO or Board.

Appendix 7: Sample Template Rider for addition to Publisher licenses for Software products purchased

Standard County Rider to Software Licenses and End User License Agreements

1. **APPLICABILITY**. The terms contained in this Software Rider ("Rider") shall apply to all new agreements for purchases or licenses of Software products between the Cook County ("County") and [Publisher Legal Name] ("Publisher") entered pursuant to the County's contract with SHI International Corp. ("SHI") (Cook County Contract No. 2410-10161), including amendments to existing agreements or subsequent agreements with the same or similar scopes as the County's existing agreement with SHI. "Software" also includes remotely-hosted applications described as "Software as a Service."

2. **MODIFICATIONS TO PUBLISHER DOCUMENTS.** To the extent Publisher is licensing, or deemed to license, Software products to Cook County, no Publisher terms, including standard click through license terms, website terms, use terms, or privacy policy ("Publisher Document(s)"), shall apply to the County unless such terms are specifically agreed to and signed by the County's Chief Procurement Officer**. This Rider shall in all cases take precedence over the Publisher Documents and any ambiguity, conflict or inconsistency in the Publisher Documents shall be resolved in accordance with this order of precedence**.

3. The County's use of such product or service, including third party products embedded therein, shall constitute the Publisher's acceptance of the following terms:

   (a) Publisher 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 software or any part thereof provided to the County or utilized in performing Publisher's services constitutes an infringement of any patent, copyright or license or any other property right.

   (b) In the event the use of any software or any part thereof is enjoined, Publisher with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Publisher's election and sole expense, one of the following: (i) the right to continue use of the software; (ii) an equivalent software that performs in a substantially similar manner to the original software; or (iii) Publisher shall modify the software so that it becomes non-infringing while performing in a substantially similar manner to the original software.

   (c) Any requirement that the County defend or indemnify Publisher or any third party or otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or license verification costs of Publisher, is hereby deleted from the Publisher Documents.

   (d) Any requirement that the County agree to binding arbitration or otherwise waive the County's right to a jury trial is hereby deleted from Publisher Documents.

   (e) Publisher agrees that the Publisher Documents shall be governed by and construed in accordance with the laws of the State of Illinois and that any action or proceeding brought by either the County or Publisher relating to this Contract shall be brought and enforced in the Circuit Court of Cook County.

   (f) Nothing in the Publisher Documents shall constitute an implied or deemed waiver of the immunities, defenses, rights or actions arising out of County's sovereign status or under the Eleventh Amendment to the United States Constitution.

   (g) Any provision which defines obligations of the County to maintain the confidentiality of Publisher shall be subject to the Illinois Freedom of Information Act, 5 ILCS 140, et seq. Publisher acknowledges that all information (whether or not specifically labeled or identified as confidential) that is disclosed to, learned by, or that becomes known to Publisher regarding the County is the confidential and proprietary information of the County.

   (h) Limitations or exclusions of liability shall not apply to County claims arising out of (i) Publisher's obligation to indemnify the County for infringement; (ii) personal injury or damage to real or personal property; or (iii) gross negligence, fraud or intentional misconduct, (iv) data breach.

   (i) IN ALL CASES THE COUNTY'S MAXIMUM DAMAGES TO PUBLISHER SHALL BE THOSE PROVABLE DAMAGES NOT TO EXCEED THE COST OF COUNTY'S ORDER TO RESELLER FOR PUBLISHER'S SOFTWARE PRODUCT/S FOR THE THEN CURRENT ONE-YEAR TERM.

   (j) Publisher shall have no right to access County systems to audit the County use of Publisher's product. Upon request, the County shall provide Publisher with a certified report concerning the County's use of any software licensed for County use. Settlement payment shall be the exclusive remedy for any non-compliance.

(k) Publisher will perform Services and host County Data only within the continental United States and only from locations owned, leased or otherwise used by Publisher or its subcontractors. "County Data" means all and any information, in any form, that the County has provided access to and/or shared with Publisher. It further includes any information owned, created, and/or maintained by the County that Publisher comes into possession of during the term of this Agreement, whether or not the County directed the provision of or provided that information directly to Publisher.

(l) In the event that Publisher suffers a Data Breach of any kind, Publisher agrees to notify County promptly and without unreasonable delay, but not later than 24 hours after discovery of the Data Breach. Publisher also agrees to notify County promptly and without unreasonable delay, but no later than 24 hours after receiving notification from a subcontractor or third-party vendor of a Data Breach suffered by such vendor, but only if such vendor was provided copies of or access to County Data. Notifications under this section shall be sent to databreach@cookcountyil.gov.

(m) "Data Breach" means an intrusion into Publisher's and/or Publisher's subcontractor's or third-party vendor's system, servers, environment, any tenant, and/or accounts by a third party that does not have permission to access the same. Data Breach also includes a ransomware event; a large scale failure of Publisher's information security system, regardless of whether or not it causes the unauthorized access to County Data; any configuration problems which cause data to be stored or shared in violation of either the Publisher's or Publisher's subcontractor's or third party vendor's information security program; and any mistake or unintentional issues that causes cybersecurity protections to fail or otherwise not protect County Data and/or allows for the unauthorized access to or exfiltration of County data.

(n) Publisher shall comply with all applicable data protection laws, regulations, and industry standards, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320(d) et seq.), the Health Information Technology for Economic and Clinical Health Act of 2009 (42 U.S.C. § 17921 et seq.), the Illinois Biometric Privacy Act, 740 ILCS 14/1, et seq., the Illinois Personal Information Protection Act, 815 ILCS 530/1, et seq., the FBI CJIS Security Policy and the Payment Card Industry Data Security Standard.

(o) If Publisher stores County Data, it will retain a minimum of two copies of all County Data according to industry best practices for geographic redundancy. Publisher will retain copies of records for ninety days after services end, and if requested by the County, will provide the County a copy of County data in a mutually-agreed upon format within ninety days of termination.

(p) Publisher agrees that at the conclusion of this Agreement or upon the written request of the County, that it will promptly (a) return all versions and copies of County Data to the County; (b) after it has returned all County Data to the County, then delete any versions or copies of County Data from any location that housed County Data and all systems under Publisher's control, including but not limited to Publisher's servers, systems, and any backups; (c) direct and ensure secure erasure of County Data by any and all of Publisher's subcontractors or third party vendors that had copies or of access to County Data; and (d) provide the County with a certificate of destruction.

(q) All County Data is the sole property of the County. Publisher must not use County Data for any purpose other than those authorized by County under this Agreement. Without the County's express written consent, no County Data, or any part thereof, may be disclosed, assigned, destroyed, altered, withheld, or otherwise restricted by Publisher or otherwise commercially exploited by on of behalf of Publisher.

(r) Publisher understands and acknowledges that, to the extent that performance of its obligations hereunder involves or necessitates the processing of personally identifiable information, it will act only on instructions and directions from the County.

(s) Publisher represents and warrants that the Software provided under this Agreement will not contain or be accompanied by any disabling code, virus, spyware, or adware.

(t) Publisher agrees that to the extent it is not doing so already, to have a Security Audit Service Organization Control (SOC 2), Type II Audit performed at least annually, and, at its sole cost and expense, to provide the County and its auditors with the SOC 2, Type II report, or its equivalent, for all locations at which the County Data is processed or stored. Additionally, Publisher agrees to allow the County to directly audit its information security program and related controls within 30 days of receiving an official request from the County for the same.

(u) Publisher must ensure that all agreements with its subcontractors and any third-party vendors that will be exposed to County Data contain a provision providing for the County's right to audit. Publisher agrees to facilitate an Audit by the County of its third-party vendors, or if agreed by the County as an alternative, obtain and provide the results of any SOC 2 Audit, or its equivalent, of its subcontractors and third-party vendors. Publisher also agrees that if needed, it will directly conduct an audit of its subcontractors and third-party vendors and provide the County with the results of the same.

(v) Publisher represents and warrants that (a) it will not permit any unauthorized access to or cause any loss or damage to County

Data; (b) it will comply with all County security policies in place during the term of this Agreement; and (c) it will not use any system that is dependent on software or hardware that no longer have appropriate security updates available.

(w) The County's contractors shall be permitted to use the Software (a) solely for the benefit of the County and (b) only in accordance with the terms of Publisher's license agreement or terms ofuse.

(x) The County shall have the right to reproduce the number of copies of the Software as described in Purchase Order as are necessary for back-up and archival purposes.

(y) Publisher shall provide to County, without charge, the timely application of any available upgrades to software required that are necessary to maintain the security of County data or systems, including, but not be limited to, new version releases and operating system patching, as well as bug fixes.

(z) Publisher shall include a one-year warranty period for which the software will perform to the documented standards which will begin upon County software receipt

(aa) Publisher agrees to make available to the County at the expiration of the Warranty Period maintenance services including support services, upgrades, and defect fixes in the Software ("Maintenance"). Maintenance should not begin until the County has installed the software forproduction use which should not exceed the Warranty Period.

(bb) Publisher will provide software required for development or testing required to bring software to production installation and utilization state.

(cc) If Publisher deletes functions from their software and offers those functions in other or new products, the portion of those other or new products which contain the functions in question, or the entire product, if the functions cannot be separated out, shall be provided to the County at no additional cost

(dd) Upon any failure of Publisher to deliver Maintenance, discontinuation of service breach, or termination by Publisher of any Maintenance obligations for the software, the County shall have the right to immediately terminate the applicable Maintenance, and Publisher shall refund pro-rata to County all Maintenance fees paid for unused period(s).

(ee) Any Publisher generic software electronic training will be included in software price at no additional charge if Publisher provides access to electronic content for its learners.

4. NO SUBSEQUENT, UNILATERAL MODIFICATION OF TERMS BY PUBLISHER ("SHRINK WRAP").

Notwithstanding any other provision or other unilateral license terms which may be issued by Publisher after the dated date of this Rider, and irrespective of whether any such provisions have been proposed prior to or after the issuance of an order for the products and services being purchased by the County, as applicable, the components of which are licensed under the Publisher Documents, or the fact that such other agreement may be affixed to or accompany the products and services being purchased by the County, as applicable, upon delivery ("shrink wrap"), the terms and conditions set forth herein shall supersede and govern licensing and delivery of all products and services hereunder.

County of Cook, Illinois	[Publisher Name]
Chief Procurement Officer	Signed
Date	Name
	Title
	Date

EXHIBIT 2

Information Technology Special Conditions

Exhibit 2
Cook County Information Technology Special Conditions (ITSCs)

1. DEFINITIONS FOR special conditions

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

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

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

1.4. ***"Contractor"*** has the same meaning as either "Contractor" and "Consultant" as such terms are defined and may be interchangeably used in the County's Professional Services Agreement. "Contractor" includes any individuals that are employees, representatives, subcontractors or agents of Contractor.

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

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

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

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

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

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

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

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

1.13. ***"Deliverable"*** has the same meaning as "Deliverable" as defined in the County's Professional Services Agreement.

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

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

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

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

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

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

1.20. "***Services***" has the same meaning as "Services" as defined in Article 3 of the County's Professional Services Agreement.

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

All other defined terms shall have the same meaning as in the County's Professional Services Agreement.

2. SERVICES AND DELIVERABLES

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

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

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

3. LEGAL COMPLIANCE

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

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

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

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

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

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

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

4. WARRANTIES

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

4.2. Developed Software. Contractor represents and warrants that all Contractor developed software will be free from material errors in operation and performance, will comply with the applicable documentation and specifications in all material respects, for ninety (90) days (unless a longer warranty is negotiated as a part of an SOW) after the installation, testing and acceptance of such developed software by the County. Any repairs made to developed software pursuant to this Section will receive a new ninety (90) day warranty period in accordance with the terms of this Section, unless a longer warranty is negotiated as a part of an SOW.

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

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

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

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

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

5. INTELLECTUAL PROPERTY

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

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

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

Software Licenses. This Agreement contains all terms and conditions relating to all licenses in Contractor-Provided Software and Contractor IP, except for the terms and conditions related to Software which Contractor is reselling to County, which are negotiated directly between County and the publisher of that Software. Except as explicitly set forth elsewhere in this Agreement, all licenses that Contractor grants in Contractor-Provided Software, excluding all licenses that Contractor provides through its Resale Services, include: (a) the right of use by Third Party Contractors for the benefit of the County, (b) the right to make backup copies, and (c) the right to reasonably approve the procedures by which Contractor may audit the use of license entitlements.

6. COUNTY DATA AND CONFIDENTIALITY

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

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

6.3. Data Recovery. Upon the County's request Contractor must promptly return all requested County Data to the County or its designee in such a format that the County may reasonably request. Contractor must provide County with adequate bandwidth and other resources to remove County Data from Contractor servers. Contractor must also provide sufficient information requested by the County about the format and structure of the County Data to enable such data to be used in substantially the manner used by Contractor. Also upon County's request, in lieu of return or in addition to return, Contractor must destroy

County Data, sanitize any media upon which County Data resides in accordance to NIST Special Publication 800-88 as revised; and upon County request, Contractor must provide County with a certificate of destruction in compliance with NIST Special Publication 800-88.

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

6.5. Data Integrity and Loss of County Confidential Information. Data integrity requires that data are complete, consistent, and accurate. As appropriate Contractor must implement and maintain strong, industry standard measures, such as encryption, cryptographic key systems, digital signatures, and firewalls, to maintain accuracy of County Data. Without limiting any rights and responsibilities under Section 7 of these IT Special Conditions, in the event of any disclosure, inaccuracy, or loss of, or inability to account for, any County Confidential Information, Contractor must promptly, at its own expense: (a) notify the County in writing within 48 hours; (b) take such actions as may be necessary or reasonably requested by the County to minimize the violation; and (c) cooperate in all reasonable respects with the County to minimize any damage resulting from the violation.

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

7. DATA SECURITY AND PRIVACY

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

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

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

aforementioned must have executed agreements concerning access protection and data/software security consistent with this Agreement.

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

7.5. Encryption Requirement. Contractor must encrypt all County Confidential Information. Contractor must encrypt the aforementioned in motion, at rest and in use in a manner that, at a minimum, adheres to NIST SP 800-111, NIST SP 800-52, NIST SP 800-77 and NIST SP 800-113 encryption standards. Contractor must not deviate from this encryption requirement without the advance, written approval of the County's Information Security Office.

7.6. Intentionally Omitted.

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

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

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

8. DATA BREACH

Notice to County. Contractor must provide the County with written notice of any Data Breach promptly following, and no later than 48 hours following, the discovery or suspicion of the occurrence of a Data Breach. Such notice must summarize in reasonable detail the nature of the County Data that may have been exposed, and, if applicable, any persons whose Personally Identifiable Information may have been affected or exposed by such Data Breach. Contractor must not make any public announcements relating to such Data Breach without the County's prior written approval.

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

8.3. Notice to Impacted Parties. County has the sole right to determine (a) whether notice of the Data Breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting

agencies or others as required by law or regulation, or otherwise in County's discretion; and (b) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.

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

9. AUDIT RIGHTS

9.1. Service Organization Control (SOC 2), Type II Audits. Contractor must, at its sole cost and expense, provide to the County and its auditors a SOC 2, Type II report, or equivalent, for all locations at which the County Data is processed or stored, upon the County's request. Contractor must promptly make available to the County the results of any reviews or audits conducted by Contractor (including internal and external auditors), including SOC-2 audits, relating to Contractor's and its Subcontractors' operating practices and procedures to the extent relevant to the Services or any of Contractor's obligations under the Agreement.

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

10. EXIT ASSISTANCE

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

11. MISCELLANEOUS

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

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

11.3. No Click-Wrap or Incorporated Terms. The County is not bound by any content on the Contractor's website, in any click-wrap or other similar document. County understands the terms and conditions regarding the Software that Contractor provides the County as a reseller are negotiated between the County and the publisher of that Software directly.

12. EPIDEMIC DISRUPTION

12.1. Epidemic Disruption. County may suspend Services under any Statement of Work on 2 business days' written notice in case of Epidemic Disruption (as defined below). Each party's deadlines

and obligations related to performance, receipt, or support of Services will then be delayed by a period equal to the duration of such suspension, provided suspension will not delay Customer's obligations to make payments already due pursuant to the terms of this Agreement. County may end such suspension at any time on 5 business days' notice, provided Contractor may by prompt written notice delay such Services' restart date by up to 2 weeks if earlier return of staff imposes unreasonable burdens on Contractor. If performance pursuant to a Statement of Work is suspended due to Epidemic Disruption for more than 40 business days out of any 90-day period, either party may terminate such Statement of Work for convenience on 10 days' prior written notice, provided that if Provider issues such termination notice and County ends the suspension before the notice period ends, the Statement of Work will not terminate. For the avoidance of doubt: (a) termination pursuant to the preceding sentence does not release Provider from its obligations pursuant to PSA Section 10(g) (*Cooperation*); and (b) nothing in this PSA Section 12 limits either party's rights set forth in PSA Section 10(l) (*Force Majeure*), including without limitation either party's right to suspend Services as a result of epidemics. ("Epidemic Disruption" occurs when County reasonably concludes (i) that risks related to an epidemic make performance, receipt, or support of Services unreasonably dangerous for either party's employees or for third parties or (ii) that government shelter-in-place orders or other government measures addressing an epidemic make performance, receipt, or support of Services unduly expensive or otherwise impractical.)

EXHIBIT 3

Amazon Web Services (AWS) Terms Addendum

EXHIBIT 3 - Addendum to the SHI AWS Terms For U.S. Public Sector Customers

This Addendum seeks to amend the terms of the SHI AWS Terms For U.S. Public Sector Customers, located at https://www.publicsector.shidirect.com/terms/aws-customer-agreement-public-sector. The Parties hereto agree as follows:

A. Article 5 entitled “Confidential Information” Section A. is modified and revised to include the following subsection;

“4. Both Parties acknowledges that any provision which defines obligations of the Customer to maintain the confidentiality of SHI or AWS shall be subject to the Illinois Freedom of Information Act, 5 ILCS 140, et seq.”

B. Article 5 entitled “Confidential Information” Section B is modified to remove the following;

“The terms of this Agreement, along with the fact of this Agreement's existence, are the Confidential Information of both Parties.”

C. Article 9 entitled “Indemnity” is revised in its entirety to read as follows;

A. “SHI ("Indemnitor") shall, to the extent permitted by law, indemnify, defend and hold harmless the affiliates, licensors, and vendors, and each of their respective employees, officers, directors, and representatives of the Customer (individually "Indemnitee" or collectively "Indemnitees") from and against any and all third party (including employees of the Indemnitor) liabilities, actual or alleged claims, actions, losses and damages to the extent caused by or arising out of the gross negligence, willful misconduct or violation of law of the Indemnitor or any of its agents in the course of its performance under this Agreement, including: personal injury; death; or damage to property (tangible or intangible), or infringement of intellectual property rights. The liabilities, losses and costs covered hereunder include settlements, judgments, court costs, reasonable attorneys' fees, fines, penalties and other litigation expenses.

B. Customer shall provide timely written notice to SHI of any claim, loss, suit, demand or lien under this Article which Customer becomes aware of, but Customer’s failure to promptly notify SHI will only affect SHI’s obligations hereunder to the extent that such failure prejudices SHI’s ability to defend the claim.

C. The SHI shall assume exclusive control of the claim, loss, suit, demand or lien and the Customer shall provide reasonable assistance in the defense of the claim, loss, suit, demand or lien, at the SHI’s expense. SHI may: (a) use counsel of SHI’s own choosing (subject to Customer’s written consent) to defend against any claim; and (b) settle the claim as SHI deems appropriate, provided that SHI obtains Customer’s prior written consent before entering into any settlement which will impact Customer’s rights under this Agreement. Customer may also, at its own expense, assume control of the defense and settlement of the claim at any time.

D. If Customer is obligated to respond to a third-party subpoena or other compulsory legal order or process described above, SHI will reimburse that Customer for reasonable attorneys' fees, as well as Customer’s employees' and contractors' time and materials spent responding to such third-party subpoena or other compulsory legal order.”

E. Any references to County defend or indemnify SHI or any third party or otherwise be liable for the expenses or reimbursement, including attorneys’ fees, collection costs or license verification costs of Publisher, is hereby deleted from any terms or documents incorporated into and/or linked from this Agreement.

D. Article 10 entitles “Limitation of Liability” Section B is revised to read as follows:

“B. EXCEPT IN THE CASE OF A PARTY’S OBLIGATION TO INDEMNIFY FOR THIRD PARTY CLAIMS UNDER ARTICLE ENTITLED, "INDEMNIFICATION", OR BREACH OF CONFIDENTIALITY UNDER ARTICLE ENTITLED, “CONFIDENTIALITY”, EITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL BE LIMITED TO THE TOTAL CUMULATIVE AMOUNT OF THE PRICE ACTUALLY PAID OR PAYABLE BY CUSTOMER TO SHI UNDER THIS AGREEMENT FOR THE TWELVE MONTHS PREVIOUS TO THE INCIDENT WHICH GAVE CAUSE FOR SUCH LIABILITY. THE PARTIES ACKNOWLEDGE THAT SUCH AMOUNT REFLECTS THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT THE PARTIES WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.”

EXHIBIT 3 - Addendum to the SHI AWS Terms For U.S. Public Sector Customers

E. Article 12 entitled “Termination” Section A.2 is revised to read as follows;

> “2. SHI may terminate this Agreement and the Service Offerings by providing Customer ninety (90) days notice, unless AWS requests SHI to terminate, in which case, SHI may terminate this Agreement and the Service Offerings by providing Customer thirty (30) days advance notice of such termination.”

F. Article 12 entitled “Termination” Section B.2.e is revised to read as follows;

> “e. SHI, as instructed by AWS, may determine that use of the Service Offerings by Customer has become impractical or unfeasible for any legal or regulatory reason.”

G. Article 13 entitled “Temporary Suspension” Section A.1 is revised to read as follows:

> “1. If SHI believes, in its reasonable judgment, that Customer's use of or registration for the Service Offerings:”

H. Article 15 entitled “Claims/Disputes/Governing Laws” Section A is revised to read as follows;

> “This Agreement, and any claims or disputes arising out of or relating thereto shall be governed by the laws of the State of Illinois, excluding conflict of law principles and the Uniform Computer Information Transactions Act ("UCITA"). The Parties hereby consent to the exclusive jurisdiction and venue in the federal and state courts in Cook County, Illinois in connection with any dispute or other matter arising out of this Agreement.”

I. Article 15 entitled “Claims/Disputes/Governing Laws” Section B is revised to read as follows;

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

EXHIBIT 4

ITAM Services Addendum

EXHIBIT 4 - ITAM SERVICES ADDENDUM

This ITAM Services Addendum ("Addendum") is entered into between SHI International Corp. ("SHI"), and Cook County, Illinois ("Customer") and adopts and incorporates by reference the terms and conditions of the Professional Services Agreement between SHI and Cook County 2410-10161 ("Agreement") made in effect on December 1, 2025. The effective date of this Addendum shall be December 1, 2025 ("Effective Date").

In the event of any conflicting or inconsistent terms and conditions between this Addendum and the Agreement, the terms and conditions of this Addendum shall prevail, but only as it relates to ITAM Services as defined below.

Capitalized terms used and not defined in this Addendum shall have the meanings ascribed to such terms in the Agreement.

Definitions:

"**Deliverables**" means work product, reports, documentation, and schedules to be developed and provided by SHI to Customer in connection to the ITAM Services, as described in the ITAM SOW.

"**ITAM Services**" means all services, labor, materials, equipment, and supplies provided by SHI under an ITAM SOW.

"**ITAM SOW**" or "**ITAM Scope of Work**" means a document, executed by the parties, which references these terms and conditions and describes the ITAM Services and Deliverables to be provided, the associated schedule and price, and any special conditions applicable to that ITAM SOW.

Article 1 – Scope

A. This Addendum is not a commitment on the part of Customer to purchase ITAM Services from SHI. ITAM Services will be purchased on an "as ordered" basis through the execution of one or more ITAM SOW documents, directing SHI to perform the ITAM Services and provide the Deliverables.

Article 2 – Term and Termination

A. The term of this Addendum shall commence on the Effective Date and shall terminate upon the termination or expiration of the Agreement ("Term").
B. An ITAM SOW cannot be terminated for convenience unless otherwise expressly agreed upon in the ITAM SOW.
C. Either party may terminate an ITAM SOW for cause or default as prescribed in the Agreement. Notwithstanding the foregoing, in the event a party terminates an ITAM SOW, such thereof shall not affect the obligations of Customer or SHI under any other ITAM SOW, and such other ITAM SOW shall continue in effect.
D. If Customer terminates the Agreement and/or an ITAM SOW for cause, Customer shall only pay those Fees that have accrued up to the date of its notice of termination and any prepaid Fees shall be forthwith repaid by SHI to Customer.

Article 3 – Fees and Taxes

A. Customer shall pay to SHI all of the fees (collectively the "Fees") specified in the ITAM SOW. Except as otherwise provided in this Addendum, all Fees are quoted in the currency listed in the ITAM SOW and are non-refundable. Fees shall not change during the original Term, except as provided in paragraph C, below. Fees for a renewal term shall be based on SHI's then current Fee structure, which will be provided to Customer at least thirty (30) days prior to end of a term.
B. Customer is responsible for all its respective internet connection charges, calling activity charges and phone charges related to the use of ITAM Services.
C. In the event of a change to SHI's cost of delivery of the ITAM Services as a result of a change in any applicable law, regulation, or similar governmental action, SHI may initiate the change order process with Customer to discuss mutually agreed changes to prices, terms and conditions of the Agreement to be effective immediately to incorporate such changes.

Article 4 – Intentionally Omitted

Article 5 - Privacy and Data Protection

A. As used in this Article, the term "Personal Data" shall include "personal data" within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council (the "GDPR") and "personal information" within the meaning of the California Consumer Privacy Act of 2018 as amended ("CCPA"). As used in this Article, the term "Data Subjects" shall include "data subjects" within the meaning of the GDPR and "consumers" within the meaning of the CCPA. Unless otherwise defined in the Agreement, the terms used in this Article have the meaning set forth in the relevant data protection regulations applicable to the processing of personal data, as amended and interpreted from time to time by the relevant competent authorities and/or jurisdictions, and in particular the GDPR and the CCPA (collectively the "Data Protection Laws"). The parties undertake to comply with the Data Protection Laws.

B. The parties acknowledge that Customer enters into this Article in the name of and with power of representation of its Affiliates, which will respectively qualify as the data controllers and data exporters under the respectively applicable Data Protection Laws. Any references to Customer or Customer's personal data or rights or obligations under this Article shall apply mutatis mutandis to Customer's Affiliates. Customer shall assume the exercise of all rights or obligations of Customer's Affiliates under this Article in the name of the respective Affiliate vis-à-vis SHI.

C. Processing of Personal Data:
    1. In providing the ITAM Services, SHI will, as a "data processor" within the meaning of the GDPR and as a "service provider" within the meaning of the CCPA, process only certain Personal Data on behalf of Customer for the purpose of providing the ITAM Services ("Service Data"). Such Service Data may include user identification data (such as first name and surname), and business contact data (such as business email addresses) of Customer's employees. SHI shall never have access to, and shall not process, any substantive data that may be stored or processed by means of the ITAM Services.
    2. As controller of the Personal Data, Customer remains responsible for all relevant declarations, notifications and authorizations as may be necessary for the lawful processing of Personal Data.
    3. SHI will only process, use, retain, collect or disclose Service Data on behalf of Customer as set forth in this Article and any purchase order entered into between the parties, and otherwise in compliance with such instructions as Customer may provide to SHI in writing. SHI will not sell Service Data, and will not collect, retain, use, disclose or otherwise process Service Data for any purpose other than for the specific purpose of performing the ITAM Services pursuant to this Addendum, and SHI expressly agrees that it is prohibited from using such Service Data for any other purpose, commercial or otherwise. SHI will limit Service Data collection, use, retention, and disclosure to activities reasonably necessary and proportionate to perform the ITAM Services. Any transfer of Personal Data by Customer to SHI is not for monetary or other valuable consideration, but merely to enable performance of the ITAM Services pursuant to the Agreement, and shall not constitute a sale to SHI of Personal Data.
    4. Service Data may not be used by SHI for its own purposes or for those of third parties, nor communicated or sold to any third party without the prior written authorization of Customer, unless required by Data Protection Laws. Notwithstanding the foregoing, Customer agrees that Service Data can be communicated by SHI to Amazon Web Services, Microsoft Corporation, and Adobe Systems, Inc., who are approved by Customer to act as service providers and sub-processors with respect to the ITAM Services, and such communication of Service Data shall not constitute a sale of such Service Data.
    5. SHI shall maintain records of processing activities carried out on behalf of Customer and make those records available to Customer on request.
    6. At the expiration or termination of the Agreement, SHI shall stop processing Service Data, and shall ensure that any copies of Service Data that it may hold shall be deleted within six (6) months after the end of the Agreement.

D. Security and Data Breach:
    1. SHI will implement appropriate technical and organizational measures to ensure that Personal Data is processed securely and protected from data breaches, including as mutually agreed between the parties and detailed in Customer's Information Technology Special Conditions (Exhibit V to this Agreement). SHI will ensure that those measures provide an appropriate level of protection for Personal Data, taking into account the risks associated with their processing.
    2. SHI undertakes to verify that its personnel engaged in the processing of Personal Data are committed to confidentiality and do not process Personal Data for purposes other than as provided in this Article.
    3. SHI will: (i) notify Customer (in a legally compliant form and manner) without undue delay, but no later than 48 hours, after becoming aware of any Personal Data breach arising within the framework

of the performance of the ITAM Services; and (ii) make reasonable efforts to identify and remedy the cause of the data breach and to mitigate its effects.

E. Sub-Processing and Transfer of Personal Data:
   1. Customer acknowledges and agrees that SHI may appoint sub-processors within the framework of the performance of the ITAM Services. Sub-processors currently engaged by SHI and deemed approved by Customer are identified in paragraph C.4. of this Article. SHI will notify Customer in advance of any additions to the sub-processors that may be appointed.
   2. Customer can object in writing to any such changes within fifteen (15) days after receipt of SHI notice. If Customer does not raise objection within the above period, the new sub-processor will be deemed approved. In the event of a Customer objection that SHI cannot reasonably accommodate, Customer and SHI will negotiate mutually agreeable terms to terminate the Agreement. SHI will ensure that any new sub-processor that Customer has objected to will not process or be given access to Customer data during the objection process.
   3. Concerning Customer's UK Affiliates: To the extent applicable to Customer and the ITAM Services, Customer hereby authorizes SHI to transfer Personal Data outside of the UK, provided such transfer is made in compliance with applicable Data Protection Laws. Such transfer shall be governed by the UK International Data Transfer Addendum to the EU Standard Contractual Clauses, Version B1.0, in force from March 21, 2022, and any subsequent versions ("UK Addendum"), which is hereby incorporated into this Agreement by reference and shall be considered duly executed between the Parties upon execution of this Agreement. The Parties agree to complete the UK Addendum as follows:
      i. For the purposes of Table 1 of the UK Addendum, the names of the parties, their roles and their details are as set out in the attached Annex I.
      ii. For the purposes of Tables 2 and 3 of the UK Addendum, Module 2 of the EU SCCs incorporated into this Agreement by reference, including the information set out in the attached Annexes, shall apply.
      iii. For the purposes of Table 4 of the UK Addendum, neither party may end the UK Addendum.
   4. Concerning Customer's EU Affiliates: To the extent applicable to Customer and the ITAM Services:
      i. Customer hereby authorizes SHI to transfer Personal Data outside of the EEA, provided such transfer is made in compliance with Data Protection Laws. Such transfer shall be governed by the EU Standard Contractual Clauses according to Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, utilizing its *Module Two* ("EU Standard Contractual Clauses"), which are hereby incorporated into the Agreement by reference and shall be considered duly executed between the parties upon execution of the Agreement. The parties agree to complete the EU Standard Contractual Clauses as follows:
         a. Concerning Clause 9, Option 2 shall apply. The time period to be specified in Option 2 shall be that referenced in Section E.2 above.
         b. The Option of Clause 11 shall not apply.
         c. Clause 13 shall read: "*The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, as indicated in Annex I.C, shall act as competent supervisory authority*."
         d. Concerning Clause 17, Option 1 shall apply. This Article and the EU Standard Contractual Clauses shall be governed by the law of Ireland.
         e. Annexes I and II of the EU Standard Contractual Clauses are completed and incorporated into this Article as an Appendix.
      ii. Concerning Annex I to the EU Standard Contractual Clauses, the Customer will compile the required information for applicable data exporters in a separate file ("List of Data Exporters") to be provided to SHI. The Customer may change or add to the List of Data Exporters at any time and shall amend the List of Data Exporters and thus these Clauses accordingly. SHI is entitled to request to view the List of Data Exporters at any time. The List of Data Exporters qualifies as part of the EU Standard Contractual Clauses at all times.
   5. The Parties agree to cooperate with each other at all times to ensure the effective conclusion of the applicable Standard Contractual Clauses as required for the ITAM Services under applicable Data Protection Laws.

F. Assistance:
   1. SHI undertakes to inform Customer, within five (5) days of any request sent directly to SHI by Data Subjects exercising their rights in connection with Personal Data. Customer remains responsible for responding to such requests within the timeframes required by the Data Protection Laws.
   2. SHI undertakes to reasonably assist Customer in ensuring Customer's compliance with Customer's obligations pursuant to the Data Protection Laws.

G. HIPAA Protected Data:
   Customer acknowledges that SHI does not have access to Customer data which may be governed by federal HIPAA law and related regulations, and therefore SHI shall not be considered a Business Associate within the meaning of HIPAA.

APPENDIX

EXPLANATORY NOTE:

It must be possible to clearly distinguish the information applicable to each transfer or category of transfers and, in this regard, to determine the respective role(s) of the Parties as data exporter(s) and/or data importer(s). This does not necessarily require completing and signing separate appendices for each transfer/category of transfers and/or contractual relationship, where this transparency can be achieved through one appendix. However, where necessary to ensure sufficient clarity, separate appendices should be used.

ANNEX I

A. LIST OF PARTIES

Data exporter(s): [*Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union]*

1. *Name*: … Deemed to be specified in accordance with the List of Data Exporters described in Section E.4.ii. of Article 5.

   Address:.. Deemed to be specified in accordance with the List of Data Exporters described in Section E.4.ii. of Article 5.

   Contact person's name, position and contact details: …

   Deemed to be specified in accordance with the List of Data Exporters described in Section E.4.ii. of Article 5.

   Activities relevant to the data transferred under these Clauses: …

   Deemed to be specified in accordance with the Agreement.

   Signature and date: … Deemed to be completed in accordance with the Agreement.

   Role (controller/processor): … Controller

Data importer(s): [*Identity and contact details of the data importer(s), including any contact person with responsibility for data protection]*

1. *Name*: … SHI International Corp.

   Address: … 290 Davidson Avenue
   Somerset, NJ 08873
   USA

   Contact person's name, position and contact details: … privacy@shi.com

   Activities relevant to the data transferred under these Clauses:

   SHI will process only certain Personal Data on behalf of Customer for the purpose of providing the ITAM Services pursuant to the Agreement ("Service Data"). Such Service Data may include user identification data (such as first name and surname), and business contact data (such as business email addresses) of Customer's employees.

   Signature and date: … Deemed to be completed in accordance with the Agreement.

   Role (controller/processor): … Processor

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred

Customer's employees

Categories of personal data transferred

SHI will process and may transfer only Service Data. Such Service Data may include user identification data (such as first name and surname), and business contact data (such as business email addresses) of Customer's employees.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

No Sensitive data will be processed or transferred by SHI.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

Throughout the duration of the ITAM Services.

Nature of the processing

SHI will process Service Data for the purpose of providing the ITAM Services provided pursuant to the Agreement.

Purpose(s) of the data transfer and further processing

SHI processes Service Data in the USA. To the extent Service Data is transferred to the USA, it would be only for the purpose of providing the ITAM Services pursuant to the Agreement.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

At the expiration or termination of the Agreement, SHI shall stop processing Service Data, and shall ensure that any copies of Service Data that it may hold shall be deleted within six (6) months after the end of the Agreement.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

Service Data can be communicated by SHI to Amazon Web Services, Microsoft Corporation, and Adobe Systems, Inc., who are approved by Customer to act as service providers and sub-processors with respect to the ITAM Services.

C. COMPETENT SUPERVISORY AUTHORITY

Deemed to be specified in accordance with the List of Data Exporters described in Section E.4.B. of Article 11.

ANNEX II

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

SHI's Information Security program is maintained by a Director of Information Security and an Information Security team comprised of Security Operations, Risk and Resiliency, and Compliance groups under the supervision of SHI's General Counsel and Data Protection Representative. The program adheres to various security frameworks and industry standards and has been certified compliant with PCI DSS and Cyber Essentials. SHI complies with all applicable privacy laws and regulations, including the General Data Protection Regulation (GDPR) and California Consumer Privacy Act (CCPA). See SHI's Privacy Statement for more information.

SHI's Information Security program consists of secure physical, administrative, and technical controls. SHI has implemented physical controls in its facilities including key card readers, biometrics, visitor procedures, camera surveillance, and alarms. Physical access to the datacenter is protected with a key card reader and biometric hand scanner and is limited to only those employees with a legitimate business purpose such as maintaining a server. Visitors to SHI facilities must sign a log in sheet and be escorted by an employee at all times. Additional datacenter controls include UPS, generator, smoke and heat detection, and a pre-action fire suppression system.

Administrative controls include multiple security policies to protect data. These policies cover topics such as Acceptable Use, Encryption, Network Security, Data Classification, Access Controls, Mobile Device, Secure Software Development, and Backups. All employees undergo security awareness training upon hire and annually thereafter within a Learning Management System. Monthly phishing campaigns test employees' ability to identify malicious emails.

Technical controls include data loss prevention, CASB, anti-virus, anti-malware, firewalls, IPS, web filtering gateways, SIEM, encryption for data at rest and in transit (SFTP, TLS for email) and passwords.

Specific technical and organizational measures to ensure the security of the data that is controlled, processed, or transferred by SHI including the following:

Data Protection
SHI uses industry-accepted encryption methods and products to protect customer data and communications during transmissions between a customer's network and the SHI, including encryption for data in transit over public networks and encryption for data at rest.

- **Encryption in Transit**
  All data transferred over public networks is encrypted via Secure Sockets Layer (SSL) and HTTPS/Transport Layer Security (TLS).
- **Encryption at Rest**
  Data at rest is encrypted using at least AES-256.

Access Control
SHI ensures users are only able to gain access to SHI's network or network services (*e.g.*, file servers and shares, web applications, hosted software as a service "SaaS," etc.) that they have been specifically authorized to use.

SHI ensures the organization has a formal registration and de-registration procedure.

Policies and procedures for approving and setting up user access are documented. Access is based on job role requirements.

Allocation and use of any privileges in SHI's information systems are (i) restricted and controlled, and (ii) allocated on need-to-use basis.

Multifactor authentication (MFA) is enabled for all access to SHI's network via VPN, for access to cloud services, and for privileged accounts to critical applications.

SHI has a password policy that includes enforcement of a variety of password controls including: individual password for accountability, prevention of the re-use of passwords, a mechanism to ensure strong passwords, storage of passwords only in encrypted form, and not displaying passwords on-screen.

Asset Management
SHI assets are tracked and inventoried. All SHI laptops are full disk encrypted and wiped per industry standards when decommissioned.

Change Management
All changes to SHI's information systems follow a change management process and require testing and approval prior to release to production.

Business Continuity and Disaster Recovery
SHI maintains detailed Business Continuity and Disaster Recovery Plans for the restoration of critical processes and operations which includes annual testing of these plans.

Incident Management and Breach Notification
SHI has documented security incident management policies and procedures. SHI will notify a customer within 48 hours, in the event SHI becomes aware of an actual or reasonably suspected unauthorized disclosure of customer data.

Security Training
All employees are provided information security awareness training upon hire and annually thereafter. Training is tracked and monitored for compliance.

Vulnerability Management and Penetration Testing
SHI performs regular scans of its systems to identify vulnerabilities. SHI uses an independent third party to conduct annual penetration testing of SHI's e-commerce website and SHI's internal corporate network.

Patch Management
All applicable, critical vendor-supplied patches are reviewed within a month of release, and all other applicable vendor-supplied patches are reviewed within an appropriate timeframe and no later than three months. Installation of patches will occur after internal patch validation and review of risk. Testing may also occur to ensure patches do not have a negative impact on SHI's information systems.

Logging and Monitoring
SHI utilizes a centralized log server to monitor and analyze logs for all system components to identify anomalies or suspicious activity. Alerts are generated and sent to SHI's Information Security team for review and investigation.

Intrusion Prevention
SHI monitors its network for unauthorized intrusions using network-based and log-based intrusion prevention mechanisms.

Physical Security
SHI has implemented physical controls in its facilities including key card readers, biometrics, visitor procedures, camera surveillance, and alarms. Physical access to the datacenter is protected with a key card reader and is limited to authorized employees. Visitors to SHI facilities must sign a log-in sheet and be escorted by an employee at all times. Additional datacenter controls include UPS, generators, smoke and heat detection, and a pre-action fire suppression system.

Human Resource Security

- **Employee Handbook**
  All employees must read and agree to the company policies, including an Employee Handbook that includes a Code of Ethics, Code of Conduct, and Confidential and Proprietary Information Policy.

- **Acceptable Use Policy (AUP)**
  An Acceptable Use Policy outlines requirements around:
  - Acceptable use of network access, web browsing and Internet use, personal use, file sharing, streaming media, and blogs;
  - Unacceptable use such as prohibited actions, security circumventions, abuse, and copyright infringement; and
  - Responsible use of computers and networks.
- **Non-Disclosure Agreement (NDA)**
  All employees and contractors must sign a Non-Disclosure Agreement or similar obligations of confidentiality prior to employment ("NDA").

EXHIBIT 5

Minority and Women Owned Business Enterprise Commitment

COOK COUNTY
OFFICE OF THE
Chief Procurement
Officer

161 N. Clark
Suite 2300
Chicago, Illinois 60601

MEMORANDUM

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

FROM: Nicole Mandeville
Nicole Mandeville, Deputy Chief Procurement Officer (BED)
Office of the Chief Procurement Officer
Business Enterprise Development (BED)

Date: September 3, 2025

RE: Contract No. 2410-10161
Software Reseller
Bureau of Technology
RFP – Professional Services
Contractor: SHI International Corp
Original Contract Value: $129,253,000
Original Contract Term: December 1, 2025 – November 30, 2030
Participation Goal: 20% Overall MBE/WBE

The Center of Business Enterprise Development is in receipt of the above-referenced contract amendment and has determined a 20% MBE/WBE participation goal was recommended and reviewed the contract for MBE/WBE compliance with the Minority- and Women- owned Business Enterprises (MBE/WBE) Ordinance and found the contractor responsive to the ordinance.

Contract Utilization Plan

MBE/WBE	Status	Certifying Agency	Commitment (Direct)*
Ascent Innovations, LLC	MBE (AAPI)	Cook County	33.33%
SLG Innovations	MBE (AA)	City of Chicago	33.33%
Clarity Partners	MBE (AAPI)	City of Chicago	33.33%
		Total	**100%**

***Based on Professional Services Portion of Contract Value or 20% of Overall Contract Value**

JC/ab

CC: Anna Epps, OCPO
Jeff Broderick, Bureau of Technology

COOK COUNTY
OFFICE OF THE
Chief Procurement
Officer

MBE/WBE UTILIZATION PLAN - FORM 1

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

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

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

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

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

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

MBE/WBE Firm: Ascent Innovations LLC

Address: 475 N Martingale Rd. Suite 320, ~~Schamburg~~ Schaumburg, IL 60173

E-mail: sohena.hafiz@ascent365.com

Contact Person: Sohena Hafiz Phone: 847-572-8000

Dollar Amount Participation: $TBD based on the County's actual spend.

Percent Amount of Participation: TBD, but SHI will utilize the partner at a minimum of 6.66% of the 20% participation goal. %

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

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: $_____

Percent Amount of Participation: _____ %

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

Attach additional sheets as needed.

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

COOK COUNTY
OFFICE OF THE
Chief Procurement
Officer

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Ascent Innovations LLC

Certifying Agency: Cook County Government

Contact Person: Sohena Hafiz

Certification Expiration Date: _____

Address: 475 N Martingale Rd. Suite 320

Ethnicity: Asian-South Asian

City/State: Schaumburg, IL Zip: 60173

Bid/Proposal/Contract #: RFP 2410-10161

Phone: 847-572-8000 Fax: _____

FEIN #: 27-1301225

Email: sohena.hafiz@ascentinnov.com

Participation: ☑ Direct ☐ Indirect

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

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

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

Subcontractor will provide products and services associated with RFP 2410-10161.

Indicate the **Dollar Amount, Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services:
Total dollar amount will be based on the County's overall spend. Percentage for MWBE participation is 6.66% of County's overall 20% participation goal.

Terms of payment will be 45 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 (*M/WBE*)

Sohena Hafiz

Print Name

Ascent Innovations LLC

Firm Name

1/28/2025

Date

Subscribed and sworn before me

this 28 day of January, 20 25.

Notary Public _____

Official Seal
VASYL BALABUKH
Notary Public, State of Illinois
Commission No. 991243
My Commission Expires May 23, 2028
SEAL

Signature (*Prime Bidder/Proposer*)

Dan Calabrese

Print Name

SHI International Corp.

Firm Name

01/28/2025

Date

Subscribed and sworn before me

this 28 day of January, 20 25.

Notary Public _____

MAYA LYNCH
Commission # 50211505
Notary Public, State of New Jersey
My Commission Expires
June 28, 2028
SEAL

COOK COUNTY
OFFICE OF THE
Chief Procurement
Officer

Cook County MBE/WBE Non-Construction Certification Reciprocal Affidavit

Firm Name Ascent Innovations LLC

Address 475 N Martingale Road #320 City Schaumburg

County Cook State IL Zip 60173

Phone (847) 323 5720 8000 Email sohena.hafiz@ascent365.com

I Sohena Hafiz, President
(Authorized Representative) (Print Title)

of Ascent Innovations LLC do hereby affirm:
(Name of Firm)

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

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

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

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

Signature [signature] Title President Date 1/28/2025

Subscribed and sworn to before me this 28th day of January (Month), 2025 (Year)

[signature]
(Notary's Signature)

Notary's Seal

Official Seal
VASYL BALABUKH
Notary Public, State of Illinois
Commission No. 991243
My Commission Expires May 23, 2028

My Commission Expires May 23, 2028

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

OFFICE OF CONTRACT COMPLIANCE
Nicole Mandeville
DIRECTOR
161 North Clark-23rd Floor • Chicago, Illinois 60601 • (312) 603-5502

TONI PRECKWINKLE
PRESIDENT
Cook County Board of Commissioners

TARA STAMPS
1st District

DENNIS DEER
2nd District

BILL LOWRY
3rd District

STANLEY MOORE
4th District

MONICA GORDON
5th District

DONNA MILLER
6th District

ALMA E. ANAYA
7th District

ANTHONY J. QUEZADA.
8th District

MAGGIE TREVOR
9th District

BRIDGET GAINER
10th District

JOHN P. DALEY
11th District

BRIDGET DEGNEN
12th District

JOSINA MORITA
13th District

SCOTT R. BRITTON
14th District

KEVIN B. MORRISON
15th District

FRANK AGUILAR
16th District

SEAN M. MORRISON
17th District

January 8, 2024

Sohena Hafiz, President
Ascent Innovations LLC
475 North Martingale Road
Schaumburg, IL 60173

Annual Certification Renewal: January 19, 2025

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.

As a condition of continued Certification, you must file a **No Change Affidavit** within **ninety (90) calendar days prior** to the date of the annual renewal, **January 19th**. 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 **ten (10) calendar 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:

NAICS CODES
423430 – Computer and Computer Peripheral Equipment and Software Merchant Wholesalers
541511 – Custom Computer Programming Services

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 ted to your specialty, credit toward **MBE** or **WBE** goals will be given only for work performed in the specialty. category.

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

Sincerely,

Desiree M. Otkins

Desiree M. Otkins, EMBA
Deputy Director, Office of Contract Compliance

DMO/ew

COOK COUNTY
OFFICE OF THE
Chief Procurement
Officer

MBE/WBE UTILIZATION PLAN - FORM 1

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

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

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

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

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

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

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

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

MBE/WBE Firm: Clarity Partners, LLC

Address: 20 N. Clark Street, Suite 3600 Chicago, IL 60602

E-mail: r.zech@claritypartners.com

Contact Person: Rodney Zech Phone: 312-920-0550

Dollar Amount Participation: $TBD based on the County's actual spend.

Percent Amount of Participation: TBD, but SHI will utilize Clarity Partners at a minimum of 6.66% of the 20% participation goal. %

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

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: $_____

Percent Amount of Participation: _____%

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

Attach additional sheets as needed.

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

COOK COUNTY
OFFICE OF THE
Chief Procurement
Officer

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Clarity Partners, LLC

Certifying Agency: City of Chicago

Contact Person: Rodney Zech

Certification Expiration Date: 5/15/2026

Address: 20 N. Clark Street, Suite 3600

Ethnicity: Asian

City/State: Chicago, IL Zip: 60602

Bid/Proposal/Contract #: RFP - 2410-10161

Phone: 312-920-0550 Fax: 312-920-0554

FEIN #: 80-0123899

Email: r.zech@claritypartners.com

Participation: ☑ Direct ☐ Indirect

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

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

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

Subcontractor will provide products and services associated with RFP 2410-10161.

Indicate the **Dollar Amount**, **Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services:
Total dollar amount will be based on County's overall spend. TBD, but SHI will utilize Clarity Partners at a minimum of 6.66% of the 20% participation goal. Terms of payment will be 45 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 (*M/WBE*)

Rodney Zech
Print Name

Clarity Partners
Firm Name

1/27/2025
Date

Subscribed and sworn before me

this 27th day of January, 2025.

Notary Public Shivani Raval

OFFICIAL SEAL
SHIVANI PRAMOD RAVAL
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 03/14/2027

SEAL

Signature (*Prime Bidder/Proposer*)

Dan Calabrese
Print Name

SHI International Corp.
Firm Name

01/28/2025
Date

Subscribed and sworn before me

this 28 day of January, 2025.

Notary Public _____

MAYA LYNCH
Commission # 50211505
Notary Public, State of New Jersey
My Commission Expires
June 28, 2028

SEAL

COOK COUNTY
OFFICE OF THE
Chief Procurement
Officer

Cook County MBE/WBE Non-Construction Certification Reciprocal Affidavit

Firm Name Clarity Partners, LLC

Address 20 N. Clark Street, Suite 3600 City Chicago

County Cook State Illinois Zip 60602

Phone (312) 920-0550 Email d.namkung@claritypartners.com

I David Namkung, Managing Member
(Authorized Representative) (Print Title)

of Clarity Partners, LLC do hereby affirm:
(Name of Firm)

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

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

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

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

Signature [signature] *Title* Managing Member *Date* 1/27/2025

Subscribed and sworn to before me this 27th day of January / 2025
(Month) (Year)

Shivani Raval
(Notary's Signature)

Notary's Seal

OFFICIAL SEAL
SHIVANI PRAMOD RAVAL
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 03/14/2027

My Commission Expires 3/14/2027

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

CITY OF CHICAGO

DEPARTMENT OF PROCUREMENT SERVICES

MAY 18 2021

David C. Namkung
Clarity Partners, LLC
20 N. Clark Street, Suite 3600.
Chicago, Illinois 60602

Dear Mr. Namkung:

We are pleased to inform you that **Clarity Partners, LLC** is recertified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **5/15/2026**; however, your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an **annual No-Change Affidavit**. Your firm's annual No-Change Affidavit is due by **5/15/2022, 5/15/2023, 5/15/2024 and 5/15/2025**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **5/15/2026**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **3/15/2026.**

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

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

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

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

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

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code(s):
518210 – Data Entry Services
518210 – Web Hosting
541511 – Custom Computer Programming Services
541512 – Computer Systems Design Services
541611 – Administrative Management and General Management Consulting Services

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

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

Sincerely,

Monica Jimenez
Acting Chief Procurement Officer

MJ/lj

COOK COUNTY
OFFICE OF THE
Chief Procurement
Officer

MBE/WBE UTILIZATION PLAN - FORM 1

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

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

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

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

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

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

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

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

MBE/WBE Firm: SLG Innovation Inc.

Address: 110 N. Wacker, Suite 2500 Chicago, IL, 60606

E-mail: EdBurns@SLGInnovation.com

Contact Person: Ed Burns Phone: 630-803-2009

Dollar Amount Participation: $ TBD based on the County's actual spend.

Percent Amount of Participation: TBD, but SHI will utilize the partner at a minimum of 6.66% of the 20% participation goal. %

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

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: $ _____

Percent Amount of Participation: _____ %

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

Attach additional sheets as needed.

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

COOK COUNTY
OFFICE OF THE
Chief Procurement
Officer

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: SLG Innovation Inc.

Certifying Agency: City of Chicago

Contact Person: Ed Burns

Certification Expiration Date: 11/15/2025

Address: 110 N. Wacker Drive, Suite 2500

Ethnicity: African American

City/State: Chicago, IL Zip: 60606

Bid/Proposal/Contract #: RFP 2410-10161

Phone: 630-803-2009 Fax: 866-349-0026

FEIN #: 27-3060396

Email: EdBurns@SLGInnovation.com

Participation: ☑ Direct ☐ Indirect

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

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

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

Subcontractor will provide products and services associated with RFP 2410-10161.

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

Total dollar amount will be based on County's overall spend. Percentage M/WBE of 6.66% of the 20% participation goal. Term of Payment will be 45 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.

ED B
Signature (*M/WBE*)

ED BURNS
Print Name

SLG INNOVATION
Firm Name

1/27/2025
Date

Subscribed and sworn before me

this 27 day of January, 20 25

Notary Public Amy Castillo

OFFICIAL SEAL
AMY CASTILLO
Notary Public, State of Illinois
Commission No. 971289
My Commission Expires
May 05, 2027

SEAL

Dan Calabrese
Signature (*Prime Bidder/Proposer*)

Dan Calabrese
Print Name

SHI International Corp.
Firm Name

01/29/2025
Date

Subscribed and sworn before me

this 29 day of January, 20 25.

Notary Public _____

MAYA LYNCH
Commission # 50211505
Notary Public, State of New Jersey
My Commission Expires
June 28, 2028

SEAL

Cook County MBE/WBE Non-Construction Certification Reciprocal Affidavit

Firm Name SLG Innovation, Inc.

Address 110 N. Wacker Drive, #2500 City Chicago

County Cook State Illinois Zip 60606

Phone (630) 803-2009 Email edburns@slginnovation.com

I Ed Burns (Authorized Representative), President (Print Title)

of SLG Innovation, Inc. (Name of Firm) do hereby affirm:

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

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

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

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

Signature _____ *Title* President *Date* 1/24/2025

Subscribed and sworn to before me this 24th day of JANUARY (Month) / 2025 (Year)

_____
(Notary's Signature)

Notary's Seal

My Commission Expires 05/31/2027

Official Seal
NEOCEAN SHAW NEA BROWN
Notary Public, State of Illinois
Commission No. 972482
My Commission Expires May 31, 2027

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

Revised 02/2024

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 twenty 20%.** A Bid, Quotation, or Proposal shall be rejected if the County determines that it fails to comply with this General Condition in any way, including but not limited to: (i) failing to state an enforceable commitment to achieve for this contract the identified MBE/WBE Contract goals; or (ii) failing to include a Petition for Reduction/Waiver, which states that the goals for MBE/WBE participation are not attainable despite the Bidder or Proposer Good Faith Efforts, and explains why. If a Bid, Quotation, or Proposal is rejected, then a new Bid, Quotation, or Proposal may be solicited if the public interest is served thereby.

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

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

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

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

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

II. REQUIRED BID OR PROPOSAL SUBMITTALS

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

A. MBE/WBE Utilization Plan

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

1. Letter(s) of Intent

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

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

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

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

2. Letter(s) of Certification

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

- County of Cook
- City of Chicago

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

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

3. Joint Venture Affidavit

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

B. Petition for Reduction/Waiver

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

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

III. REDUCTION/WAIVER OF MBE/WBE GOALS

A. Granting or Denying a Reduction/Waiver Request.

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

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

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

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

IV. CHANGES IN CONSULTANT'S UTILIZATION PLAN

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

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

V. NON-COMPLIANCE

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

VI. REPORTING/RECORD-KEEPING REQUIREMENTS

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

VII. EQUAL EMPLOYMENT OPPORTUNITY

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

Any questions regarding this section should be directed to:
Office of the Chief Procurement Officer, Business Enterprise Development
Cook County
161 N. Clark Street, Suite 2300
Chicago, Illinois 60601
(312) 603-5502

EXHIBIT 6

Evidence of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/7/2025

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

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

PRODUCER Marsh & McLennan Agency LLC 250 Pehle Avenue, Suite 400 Saddle Brook NJ 07663	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:** jennifer.juarez@marshmma.com
INSURED SHIINTER1 SHI International Corp. 290 Davidson Avenue Somerset NJ 08873	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Chubb National Insurance Company / 10052 **INSURER B :** Federal Insurance Company / 20281 **INSURER C :** ACE Insurance Company of the Midwest / 26417 **INSURER D :** Continental Insurance Co of NJ / 42625 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 504134444 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			36094214	9/30/2025	9/30/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 1,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			73655160	9/30/2025	9/30/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			56731160	9/30/2025	9/30/2026	EACH OCCURRENCE AGGREGATE 	$ 15,000,000 $ 15,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		71845092	9/30/2025	9/30/2026	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Error & Omission/ Cyber Liability claims made, no retro			596831142	9/30/2025	9/30/2026	$5,000,000 Occ/Agg $500,000 retention	

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

Cook County Government its officials, employees, and agents are included as Additional Insured when required by written contract, agreement, or permit, but only with respect to the General Liability, Automobile Liability and Umbrella Liability insurance and subject to the provisions and limitations of the policy. General Liability, Automobile Liability and Umbrella Liability coverages are written on a primary and non-contributory basis when required by written contract, agreement or permit and subject to the provisions and limitations of the policy. Waiver of subrogation applies to General Liability, Automobile Liability and Umbrella Liability coverages when required by written contract, agreement or permit and subject to the provisions and limitations of the policy. Waiver of subrogation applies to the Workers Compensation coverage when required by written contract, agreement or permit and subject to the provisions and limitations of the policy where permissible by state law. Umbrella Liability follows form over the General Liability, Automobile Liability and Employer Liability coverages. The insurance company will provide 30 days' notice of cancellation/non-renewal (10 days' notice for nonpayment) to the certificate holder if the policy is canceled by the company.

CERTIFICATE HOLDER

Cook County; OCPO
161 N. Clark Street; Ste 2300
Chicago IL 60601

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

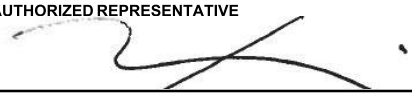

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EXHIBIT 7

Board Authorization

Legislation Details (With Text)

File #:	25-3582 **Version:** 1	**Name:**	SHI/ Software Reseller RFP
Type:	Contract (Technology)	**Status:**	Approved
File created:	8/15/2025	**In control:**	Technology and Innovation Committee
On agenda:	9/18/2025	**Final action:**	11/20/2025
Title:	PROPOSED CONTRACT (TECHNOLOGY)		

Department(s): Bureau of Technology

Vendor: SHI International, Somserset, New Jersey

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

Good(s) or Service(s): Software and Related Services

Contract Value: $129,253,000.00

Contract period: 12/1/2025 - 11/20/2030 with (3) three one-year renewal options

Contract Utilization: The Vendor has met the Minority- and Women-owned Business Enterprise Ordinance via: Direct Participation.

Potential Fiscal Year Budget Impact: FY2026: 10,000,000.00; FY2027: 28,800,000.00; FY2028: 29,600,000.00; FY2029: 30,300,000.00; FY2030: 30,553,000.00

Accounts: 11000.1490.15050.540135.00000.00000

Contract Number(s): 2410-10161

Concurrence:

This procurement has gone through the BOT Concurrence Process and BOT concurs with this procurement.

Summary: This new competitively bid reseller contract is for the procurement of software product, support and services that are essential to daily operations as well as many future projects and initiatives. This contract will replace current software and related services contract 1730-16843 which ends 3/28/2026. Reseller contracts are often utilized as a vehicle for government purchasing because the product manufacturers negotiate with the reseller rather than directly with the government entity. This allows for a significantly streamlined procurement process and allows for greater rebates through volume purchasing. This is more efficient for County IT departments and Procurement while providing significant cost savings. Offices Under the President and each separately elected official makes direct purchases from this agreement for software and support needs. Offices Under the President and each separately elected official utilize their annual budgets to make purchases on the contract.

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

Sponsors:

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

Code sections:

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Attachments:

Date	Ver.	Action By	Action	Result
11/20/2025	1	Board of Commissioners		
11/10/2025	1	Technology and Innovation Committee		
10/23/2025	1	Board of Commissioners	no action taken	
9/18/2025	1	Board of Commissioners	refer as amended in the errata	Pass

PROPOSED CONTRACT (TECHNOLOGY)

Department(s): Bureau of Technology

Vendor: SHI International, Somserset, New Jersey

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

Good(s) or Service(s): Software and Related Services

Contract Value: $129,253,000.00

Contract period: 12/1/2025 - ~~11/20/2030~~ 11/30/2030 with (3) three one-year renewal options

Contract Utilization: The Vendor has met the Minority- and Women-owned Business Enterprise Ordinance via: Direct Participation.

Potential Fiscal Year Budget Impact: FY2026: 10,000,000.00; FY2027: 28,800,000.00; FY2028: 29,600,000.00; FY2029: 30,300,000.00; FY2030: 30,553,000.00

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

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EXHIBIT 8

Identification of Subcontractor/Supplier/Subconsultant Form

Docusign Envelope ID: 45850314-22C6-4E59-90D6-3F8617F9210C

Contract #: 2410-10161

OCPO ONLY:
☐ Disqualification
☐ Check Complete

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

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

Bid/RFP/RFQ No.: 2410-10161	Date: 8/21/2025
Total Bid or Proposal Amount: $129,253,000 (estimated)	Contract Title: Software and Related Services Reseller
Contractor: SHI International Corp.	Subcontractor/Supplier/ Subconsultant to be added or substitute: Ascent Innovations LLC
Authorized Contact for Contractor: David Broaden	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Sohena Hafiz
Email Address (Contractor): David_Broaden@shi.com	Email Address (Subcontractor): sohena.hafiz@ascentinnov.com
Company Address (Contractor): 290 Davidson Avenue	Company Address (Subcontractor): 475 N Martingale Rd. Suite 320
City, State and Zip (Contractor): Somerset, NJ 08873	City, State and Zip (Subcontractor): Schaumburg, IL 60173
Telephone and Fax (Contractor): 888-764-8888	Telephone and Fax (Subcontractor): 847-572-8000
Estimated Start and Completion Dates (Contractor): TBD	Estimated Start and Completion Dates (Subcontractor): TBD

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

Description of Services or Supplies	**Total Price of Subcontract for Services or Supplies**
Subcontractor will provide Services relevant to the RFP scope.	33% of the total dollars spent on Services

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.**

SHI International Corp.
Contractor

Kristina Mann
Name

Director-Contracts
Title

DocuSigned by: Kristina Mann
Prime Contractor Signature

08/21/2025
Date

Docusign Envelope ID: 45850314-22C6-4E59-90D6-3F8617F9210C

Contract #: 2410-10161

OCPO ONLY:
☐ Disqualification
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Cook County
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Bid/RFP/RFQ No.: 2410-10161	Date: 8/21/2025
Total Bid or Proposal Amount: $129,253,000 (estimated)	Contract Title: Software and Related Services Reseller
Contractor: SHI International Corp.	Subcontractor/Supplier/ Subconsultant to be added or substitute: Clarity Partners, LLC
Authorized Contact for Contractor: David Broaden	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Rodney Zech
Email Address (Contractor): David_Broaden@shi.com	Email Address (Subcontractor): r.zech@claritypartners.com
Company Address (Contractor): 290 Davidson Avenue	Company Address (Subcontractor): 20 N. Clark Street, Suite 3600
City, State and Zip (Contractor): Somerset, NJ 08873	City, State and Zip (Subcontractor): Chicago, IL 60607
Telephone and Fax (Contractor): 888-764-8888	Telephone and Fax (Subcontractor): (312) 920-0550 / (312) 920-0554
Estimated Start and Completion Dates (Contractor): TBD	Estimated Start and Completion Dates (Subcontractor): TBD

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

Description of Services or Supplies	**Total Price of Subcontract for Services or Supplies**
Subcontractor will provide Services relevant to the RFP scope.	33% of the total dollars spent on Services

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.**

SHI International Corp.
Contractor

Kristina Mann
Name

Director-Contracts
Title

DocuSigned by: Kristina Mann
Prime Contractor Signature

08/21/25
Date

Docusign Envelope ID: 45850314-22C6-4E59-90D6-3F8617F9210C

Contract #: 2410-10161

OCPO ONLY:
☐ Disqualification
☐ Check Complete

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

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

Bid/RFP/RFQ No.: 2410-10161	Date: 8/21/2025
Total Bid or Proposal Amount: $129,253,000 (estimated)	Contract Title: Software and Related Services Reseller
Contractor: SHI International Corp.	Subcontractor/Supplier/ Subconsultant to be added or substitute: SLG Innovations
Authorized Contact for Contractor: David Broaden	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Ed Burns
Email Address (Contractor): David_Broaden@shi.com	Email Address (Subcontractor): edburns@slginnovation.com
Company Address (Contractor): 290 Davidson Avenue	Company Address (Subcontractor): 30 South Wacker Drive Suite 2200
City, State and Zip (Contractor): Somerset, NJ 08873	City, State and Zip (Subcontractor): Chicago, Illinois 60606
Telephone and Fax (Contractor): 888-764-8888	Telephone and Fax (Subcontractor): 630-803-2009
Estimated Start and Completion Dates (Contractor): TBD	Estimated Start and Completion Dates (Subcontractor): TBD

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

Description of Services or Supplies	**Total Price of Subcontract for Services or Supplies**
Subcontractor will provide Services relevant to the RFP scope.	33% of the total dollars spent on Services

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.**

SHI International Corp.
Contractor

Kristina Mann
Name

Director-Contracts
Title

DocuSigned by: Kristina Mann
Prime Contractor Signature

08/21/25
Date

EXHIBIT 9

Employee and Official Business Travel Expense Policy

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

I. GENERAL PROVISIONS

A. Overview

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

B. Purpose

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

C. Intent

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

D. Severability

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

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

E. **Jurisdiction**

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

F. **Areas Affected**

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

G. **Nondiscrimination**

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

H. **Definitions**

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

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

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

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

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

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

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

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

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

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

County means Cook County.

County vehicle means travel by pool fleet or similar.

Employee means an individual employed by an Agency.

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

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

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

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

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

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

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

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

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

Requester means the Employee or Official seeking reimbursement.

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

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

I. Responsibilities of Employees, Management, and County Officials

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

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

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

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

these obligations may result in appropriate corrective action, including but not limited to disciplinary action, depending on the Employees(s) or Official(s) involved and the specific circumstances.

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

J. **Policy and Procedures**

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

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

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

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

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

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

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

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

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

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

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

II. INELIGIBLE EXPENSES

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

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

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

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

D. Expenses for leasing or purchasing items for workspace/office, such as furniture, technology equipment, computer hardware or software, cell phones, electronic services or support, or decorative items. To the extent that items, furniture, technology equipment, computer hardware or

software, and/or equipment are needed because of or based on an ADA reasonable accommodation request, please refer to the Agency Reasonable Accommodation Policy for Employees and Applicants with Disabilities.

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

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

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

H. Lost or stolen cash or personal property;

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

J. Personal calls;

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

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

M. Alcoholic beverages, tobacco products or controlled substances;

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

O. Sponsorships or donations;

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

Q. Sporting goods;

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

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

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

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

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

W. Flight insurance or other supplemental travel insurance;

X. Guest travel costs and expenses;

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

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

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

BB. Expenses without required proof of payments;

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

III. ELIGIBLE REIMBURSABLE NECESSARY BUSINESS EXPENSES

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

A. Food Supplies

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

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

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

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

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

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

B. Registration Fees

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

C. Professional Licensing Fees and Certifications

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

D. Travel Expenses

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

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

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

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

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

(d) Financial or tax audit;

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

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

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

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

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

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

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

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

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

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

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

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

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

iii. The IRS per-mile rate is generally established annually (but may be subject to a mid-year increase) and covers the total cost of operating a personally owned

vehicle for Local Travel, including such items as gasoline, oil, maintenance, repairs, etc.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. **Pre-Authorization to Incur a Necessary Business Expense:** Employees and Officials are required to obtain pre-approval before incurring any Necessary Business Expense above $300.00 by submitting the Pre-Authorization Form to the Appropriate Authorizing Party, and in the case of international travel, the Pre-Authorization Form must also be submitted to the Budget Director. Employees and Officials shall request authorization to incur a Necessary Business Expense of $300.00 or more per event/incident/travel using the Pre-Authorization Form at least thirty (30) calendar days in advance of having to incur the expenditure or loss so the Appropriate Authorizing Party has an opportunity to assess and potentially approve the request in accordance with this

policy. If the pre-authorization or the thirty (30) day period is not practicable, the Requester must provide a justification on the Pre-Authorization Form and/or Reimbursement Form for deviating from the 30 day requirement.

1. Eligible Necessary Business Expenses other than travel.

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

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

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

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

2. Travel Expenses.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E. **Resources:**

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

F. **Related Policies**

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

G. **Non-Compliance**

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

EXHIBIT 10

Economic Disclosure Statement

COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1– 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 – 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15
6	Cook County Signature Page	EDS 16

SECTION 1
INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

Definitions. Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

Affiliate means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

Code means the Code of Ordinances, Cook County, Illinois available on municode.com.

Contract shall include any written document to make Procurements by or on behalf of Cook County.

Contractor or *Contracting Party* means a person that enters into a Contract with the County.

Control means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

EDS means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

Joint Venture means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

Lobby or lobbying means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

Lobbyist means any person who lobbies.

Person or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

Prohibited Acts means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

RFP means a Request for Proposals issued pursuant to this Procurement Code.

RFQ means a Request for Qualifications issued to obtain the qualifications of interested parties.

INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 3: Economic and Other Disclosures Statement. Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountyil.gov/ethics-board-of.

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

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

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

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

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

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

SECTION 2

CERTIFICATIONS

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;

2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.;*

3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;

4) Has been convicted of an act committed, within the State**,** of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.;*

5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;

6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;

7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or

8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at www.municode.com.

J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);

2) Community Development Block Grants;

3) Cook County Works Department;

4) Sheriff's Work Alternative Program; and

5) Department of Correction inmates.

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

CQ Strategies & Consulting, LLC 8425 S. Michigan Ave., Chicago, IL 60619

Chad Hoosier 8425 S. Michigan Ave., Chicago, IL 60619

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:

Clarity Partners, LLC

20 N. Clark Street, Suite 3600 Chicago, IL 60602

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): _____

xxxx

Docusign Envelope ID: 3CE56ACB-9203-47AE-A7CD-85C56D06B3B1

CONTRACT #: 2410-10161

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 SHI International Corp.

D/B/A: _____ FEIN # Only: 22-3009648

Street Address: 290 Davidson Ave.

City: Somerset State: NJ Zip Code: 08873

Phone No.: 888-764-8888 Fax Number: _____ Email: _____

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

Corporate File Number (if applicable): _____

Form of Legal Entity:

[ ] Sole Proprietor [ ] Partnership [✔] Corporation [ ] Trustee of Land Trust

[ ] Business Trust [ ] Estate [ ] Association [ ] Joint Venture

[ ] Other (describe) _____

Docusign Envelope ID: 3CE56ACB-9203-47AE-A7CD-85C56D06B3B1

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
Thai Lee	290 Davidson Ave, Somerset, NJ 08873	60%
KoGuan Leo	290 Davidson Ave, Somerset, NJ 08873	40%

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address

3. Is the Applicant constructively controlled by another person or Legal Entity? [☐] Yes [☑] No

If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
See attached			

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.

CONTRACT #: 2410-10161

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

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

Director-Contracts
Title

Kristina Mann
Signature

12/4/2025
Date

contracts@shi.com
E-mail address

888-764-8888
Phone Number

Subscribed to and sworn before me
this 4th day of Dec, 2025.

My commission expires:

DS

ALYSSA R HOSIE
Notary Public, State of New Jersey
Comm. # 50231604
My Commission Expires 3/19/2030

X Alyssa Hosie
Notary Public Signature

Notary Seal

Docusign Envelope ID: 3CE56ACB-9203-47AE-A7CD-85C56D06B3B1

Corporate Officers:

Name	Address	Title	Term
Thai Lee	290 Davidson Ave, Somerset, NJ 08873	President/CEO	N/A
KoGuan Leo	290 Davidson Ave, Somerset, NJ 08873	Chairman of the Board	N/A
Dwight Moore	290 Davidson Ave, Somerset, NJ 08873	Chief Information Officer	N/A
James Prior	290 Davidson Ave, Somerset, NJ 08873	Chief Financial Officer	N/A
Jordan Mauriello	290 Davidson Ave, Somerset, NJ 08873	Chief Technology Officer	N/A
Matt Fisher	290 Davidson Ave, Somerset, NJ 08873	VP-Marketing	N/A
Ellen Mass	290 Davidson Ave, Somerset, NJ 08873	VP-HR	N/A
Hal Jagger	290 Davidson Ave, Somerset, NJ 08873	Chief Strategy Officer	N/A
Kapil Bansal	290 Davidson Ave, Somerset, NJ 08873	Sr. VP-PPSS, IDCS	N/A
Kevin McCann	290 Davidson Ave, Somerset, NJ 08873	General Counsel	N/A

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

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

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

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

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

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

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

Additional Definitions:

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

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

COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY

Name of Person Doing Business with the County: SHI International Corp.

Address of Person Doing Business with the County: 290 Davidson Avenue Somerset, NJ 08873

Phone number of Person Doing Business with the County: 888-764-8888

Email address of Person Doing Business with the County: David_Broaden@shi.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:
David Broaden, Account Executive, David_Broaden@shi.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: 2410-10161

The aggregate dollar value of the business you are doing or seeking to do with the County: $ 129,253,000.00

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County:

Anna Epps, Lead Contract Negotiatlor, OCPO, anna.epps@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:

Jeff Broderick, Director of Office Technologies, BOT, jeff.groderick@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*

Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*

Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*

If more space is needed, attach an additional sheet following the above format.

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

Dan Calabrese — Signature of Recipient

01/28/2025 — Date

SUBMIT COMPLETED FORM TO: Cook County Board of Ethics
69 West Washington Street, Suite 3040, Chicago, Illinois 60602
Office (312) 603-4304 – Fax (312) 603-9988
CookCounty.Ethics@cookcountyil.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (*i.e.* in laws and step relations) or adoption.

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, ***including Substantial Owners***, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"*Contract*" means any written document to make Procurements by or on behalf of Cook County.

"*Person*" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"*Procurement*" means obtaining supplies, equipment, goods, or services of any kind.

"*Substantial Owner*" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. **County reserves the right to request additional information to verify veracity of information contained in this Affidavit.**

I. Contract Information:

Contract Number: 2410-10161

County Using Agency (requesting Procurement): Bureau of Technology

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): SHI International Corp.

Substantial Owner Complete Name: Thai Lee

FEIN# 22-3009648

[redacted] E-mail address: David_Broaden@shi.com

Street Address: 290 Davidson Avenue

City: Somerset State: New Jersey Zip: 08873

[redacted]

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

No	*Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq.,* ***YES or NO***
No	*Illinois Minimum Wage Act, 820 ILCS 105/1 et seq.,* ***YES or NO***
No	*Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq.,* ***YES or NO***
No	*Employee Classification Act, 820 ILCS 185/1 et seq.,* **YES or NO**
No	*Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq.,* ***YES or NO***
No	*Any comparable state statute or regulation of any state, which governs the payment of wages* ***YES or NO***

If the Person/Substantial Owner answered **"Yes"** to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV.**

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered **"Yes"** to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

No There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner. YES or NO

No Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation. YES or NO

No Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default. YES or NO

No Other factors that the Person or Substantial Owner believe are relevant. YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

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

Signature: Dan Calabrese Date: 01/28/2025

Name of Person signing (Print): Dan Calabrese Title: Sr. Proposal Specialist

Subscribed and sworn to before me this 28 day of January 25

X _____ _____

Notary Public Signature **Notary Seal**

MAYA LYNCH
Commission # 50211505
Notary Public, State of New Jersey
My Commission Expires
June 28, 2028

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

CONTRACT #: 2410-10161

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, ***including Substantial Owners***, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"*Contract*" means any written document to make Procurements by or on behalf of Cook County.

"*Person*" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"*Procurement*" means obtaining supplies, equipment, goods, or services of any kind.

"*Substantial Owner*" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. **County reserves the right to request additional information to verify veracity of information contained in this Affidavit.**

I. Contract Information:

Contract Number: 2410-10161

County Using Agency (requesting Procurement): Bureau of Technology

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): SHI International Corp.

Substantial Owner Complete Name: KoGuan Leo

FEIN# 22-3009648

[redacted] E-mail address: _____

Street Address: 290 Davidson Ave.

City: Somerset State: NJ Zip: 08873

[redacted]

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

No *Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq.,* ***YES or NO***

No *Illinois Minimum Wage Act, 820 ILCS 105/1 et seq.,* ***YES or NO***

No *Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq.,* ***YES or NO***

No *Employee Classification Act, 820 ILCS 185/1 et seq.,* **YES or NO**

No *Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq.,* ***YES or NO***

No *Any comparable state statute or regulation of any state, which governs the payment of wages* ***YES or NO***

If the Person/Substantial Owner answered **"Yes"** to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV.**

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered **"Yes"** to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

No There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner. YES or NO

No Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation. YES or NO

No Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default. YES or NO

No Other factors that the Person or Substantial Owner believe are relevant. YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

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

Signature: DocuSigned by: Kristina Mann EA418E789F09404... Date: 12/04/2025

Name of Person signing (Print): Kristina Mann Title: Director-Contracts

Subscribed and sworn to before me this 4th day of December, 20 25

X DocuSigned by: Alyssa Hosie F4477D101C38429... ALYSSA R HOSIE Notary Public, State of New Jersey Comm. # 50231604 My Commission Expires 3/19/2030 DS

Notary Public Signature **Notary Seal**

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

Docusign Envelope ID: 7B287360-4F9A-4141-AB95-834A04F82B83

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

SHI International Corp.	Kristina Mann DocuSigned by: Kristina Mann
Corporation's Name	~~President's~~ Authorized Signer: Printed Name and Signature
888-764-8888	
Telephone	Email
DocuSigned by: Paul Linhardt	10/20/2025
~~Secretary~~ Witness Signature	Date

Execution by LLC

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

Execution by Partnership/Joint Venture

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

Execution by Sole Proprietorship

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

Subscribed and sworn to before me this

20th day of October 20 25 .

DocuSigned by: Alyssa Hosie	My commission expires: March 19, 2030
Notary Public Signature	Notary Seal

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

SECTION 6
COOK COUNTY SIGNATURE PAGE

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

Raffi Sarrafian Digitally signed by Raffi Sarrafian Date: 2025.12.17 15:08:20 -06'00'

Cook County Chief Procurement Officer

Date

APPROVED AS TO FORM:

Brian Tracy

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

11/21/2025

Date

CONTRACT TERM & AMOUNT

2410-10161

Contract #

December 1, 2025 - November 30, 2030

Original Contract Term

Three (3) - one-year renewals

Renewal Options (If Applicable)

$129,253,000.00

Contract Amount

November 20, 2025

Cook County Board Approval Date (If Applicable)

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS
NOV 20 2025
COM _____

Docusign Envelope ID: 7D70427E-FFBE-44AB-B382-DA82BB1FEC44

SHI International Corp.
290 Davidson Avenue
Somerset, NJ 08873
888-764-8888
SHI.com

Signature Authorization

Effective immediately, the following individuals are authorized to sign such contractual documents for SHI International Corp. as are specified below and on page 2 of this Authorization, and their respective signatures in such capacities shall bind SHI International Corp. to the signed document.

Level 1	Level 2	Level 3
Aimee Cantrell, Manager of Proposals	Chandler Gorda – Sr. Contracts Specialist	Assel Kaziyeva, Sr. Contracts Specialist
Alicia Jones, Sr. Proposal Specialist	Megan Allen, Sr. Contracts Specialist	Cassie Skelton, Sr. Director - Contracts
Arianne Mount, Director of Public Sector Contract Compliance	Reanna Russo, Lead Contracts Specialist	Darek Awas, Associate Director of Contracts
Cassandra Hansen, Director of Proposal Content Strategy and Development		Erin Rose, Manager - Contracts
Cindy Fuentes, Sr. Proposal Specialist		Joanna York, Manager – Contracts Operations
Cindy Hill, Proposal Specialist		John Oese, Manager of Contracts
Dan Calabrese, Sr. Proposal Specialist		Jenna Watson, Assistant General Counsel
Dan Rouette, Sr. Director of Proposals		Kevin McCann, General Counsel
Jaime Watson, Sr. Proposal Specialist		Kristina Mann, Director - Contracts
Kayleigh O'Kane, Proposal Specialist		Maria Randle, Manager - Contracts
Marguerite Berete-Aw, Proposal Specialist II		Mary Youssef, Associate General Counsel
Maya Lynch, Proposal Specialist II		Paul Linhardt, Sr. Lead Contracts Specialist
Moitrayee Majumdar, Sr. Proposal Specialist		Sarah Perfetto, Sr. Contracts Specialist
Naila Charania, Proposal Specialist		Susan Radzimski, Associate General Counsel
Pamela Wilkinson, Sr. Contracts Administrator		Tressa Charles, Sr. Contracts Specialist
Staci McDonald, Manager of Proposals		
Stacie Becker, Sr. Proposal Specialist		
Terry Kilpatrick, Sr. Proposal Specialist		

This authorization shall be in effect until rescinded. All previous signature authorizations are hereby rescinded.

SHI International Corp.

Docusigned by:

Thai Lee

Signature

Thai Lee

Name

President & CEO

Title

7/1/2025

Date

Docusign Envelope ID: 7D70427E-FFBE-44AB-B382-DA82BB1FEC44

SHI International Corp.
290 Davidson Avenue
Somerset, NJ 08873
888-764-8888
SHI.com

Levels of Signature Authorization:

Level 1	Level 2	Level 3
Responses to Customer Requests for Proposal, Quote, Information (RFP, RFQ, RFI)	Customer Forms	Responses to Customer Requests for Proposal, Quote, Information (RFP, RFQ, RFI)
Customer Forms	Non-Disclosure Agreements	Customer Forms
Non-Disclosure Agreements	Vendor Forms	Non-Disclosure Agreements
Vendor Forms	Vendor Contracts	Vendor Forms
	Credit Reference Requests	Vendor Contracts
	Trade Reference Requests	Credit Reference Requests
		Trade Reference Requests
		US Customs and Border Protection Power of Attorney Forms
		Customer Contracts