

CONTRACT NO. 2535-10210

Non-Federally Funded

(Purchase Order No. 70000386720)

MAINTENANCE AND TECHNICAL SUPPORT FOR CLOSED CIRCUIT TV

for

OFFICE OF THE CLERK OF THE CIRCUIT COURT OF COOK COUNTY

SECTION I
AGREEMENT

1. Overview:

Upon execution of this Contract by Cook County Office of the Chief Procurement Officer, Cook County accepts the Vendor's invoice (See Exhibit A) for services.

2. Scope of Work: The Contractor has been selected to provide Maintenance and Technical Support for Closed Circuit TV.

3. Contract Value: \$111,999.96

4. Contract Term: Contract shall be effective for one (1) year beginning October 18, 2025 through October 17, 2026.

5. Vendor Information:

Pye-Barker Fire & Safety, LLC ("AC Daughtry")
381 Main Road
Montville, NJ 07045
Attention: Tom Gallagher

6. Exhibits:

Exhibit A – AC Daughtry Proposal
Exhibit B – Cook County Information Technology and Data Special Conditions

7. Proposal:

Contractor has reviewed the Statement of Work and General Conditions and has familiarized itself with all of the conditions under which it must be carried out and understands that by this agreement it waives all right to plead any misunderstanding regarding the same.

SECTION II
GENERAL CONDITIONS

GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Once awarded, this Contract shall not be further subcontracted or any part thereof assigned without the express written approval of the County Chief Procurement Officer ("Chief Procurement Officer"). In no case, however, shall such approval relieve the Contractor from his obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or claims 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 Contractor shall have no effect on the County and are null and void.

The Contractor and its employees, contractors, subcontractors, agents and representatives are, for all purposes arising out of this Contract, independent contractors and are not employees of the County. It is expressly understood and agreed that the Contractor and its employees, contractors, subcontractors, agents and representatives shall in no event as a result of a contract be entitled to any benefit to which County employees are entitled, including, but not limited to, overtime, retirement benefits, worker's compensation benefits and injury leave or other leave benefits.

GC-02 INDEMNIFICATION

The Contractor 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 caused by the negligence, gross negligence, or willful or intentional misconduct of the Contractor by the Contractor, or its officers, agents, employees, contractors, subcontractors, licensees or invitees of the Contractor, including any claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County by Consultant or utilized in performing Consultant's services constitutes an infringement of any patent, copyright or license or any other property right. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO EACH OTHER FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, AND, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY BY CONTRACTOR, THE NEGLIGENCE OF CONTRACTOR, OR OTHERWISE. EITHER PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE VALUE OF THE CONTRACT AS AWARDED BY THE COOK COUNTY BOARD OF COMMISSIONERS OR THE CHIEF PROCUREMENT OFFICER AND SET FORTH IN THE PROPOSAL FROM WHICH THE APPLICABLE CLAIM ARISES. THE FORGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CONTRACTOR'S INDEMNIFICATION OBLIGATIONS, OR COUNTY CLAIMS ARISING OUT OF CONTRACTOR'S GROSS NEGLIGENCE, WILLFUL OR INTENTIONAL MISCONDUCT, FRAUD, PROPERTY DAMAGE, OR PERSONAL INJURY/DEATH. SOME STATES MAY NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSION MAY NOT APPLY TO YOU, UNLESS A LONGER PERIOD IS REQUIRED BY APPLICABLE LAW. ANY ACTION AGAINST CONTRACTOR IN CONNECTION WITH THIS SYSTEM MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

GC-03 INSPECTION AND RESPONSIBILITY

The County shall have a right to inspect and approve any Contract goods, equipment, supplies or services used in carrying out this Contract and shall approve the quality and standards of all materials or completed work furnished under this Contract. Contract goods, equipment, supplies or services not complying herewith may be rejected by the Chief Procurement Officer and/or the Using Agency and shall be replaced and/or re-performed by the Contractor at no cost to the County. Any Contract goods, equipment or supplies rejected shall be removed within a reasonable

time from the premises of the County at the entire expense of the Contractor, after notice has been given by the County to the Contractor that such Contract goods, equipment or supplies have been rejected.

GC-04 PAYMENT TO CONTRACTORS

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents and shall contain a detailed description of the Deliverables (i.e., the goods, equipment, supplies or services) 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 Contractor 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. Contractor 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 Contractor to the County.

The Contractor acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Contractor certifies that all itemized entries set forth in the invoices are true and correct. The Contractor acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies or equipment set forth in the Contract to the Using Agency, or that it has properly performed the services set forth in the Contract. The invoice must also reflect the dates and amount of time expended in the provision of services under the Contract. The Contractor 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 Contractor, and reporting the matter to the Cook County Office of the Independent Inspector General.

GC-05 INSURANCE REQUIREMENTS

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

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

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

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

Coverages

(a) Workers Compensation Insurance

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

The Workers Compensation policy shall also include the following provisions:

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

(b) Commercial General Liability Insurance

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

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

The General Liability policy shall include the following coverages:

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

(c) **Commercial Automobile Liability Insurance**

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

(d) **Excess/Umbrella Liability**

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

Each Occurrence: \$1,000,000

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

The Consultant shall secure insurance appropriate to the Consultant's profession covering all claims arising out of the performance or nonperformance of professional services for the County under this Contract. This insurance shall remain in force for the life of the Consultant's obligations under this Contract and shall have a limit of liability of not less than \$1,000,000 per claim.

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

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

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

The Consultant shall secure coverage for first and third-party claims with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 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**

The required insurance policies, with the exception of Workers Compensation and Errors & Omissions, shall name Cook County, its officials, employees, and agents as additional insureds with respect to operations performed on a primary and non-contributory basis. Any insurance or self-insurance maintained by Cook County shall be excess of the Consultant's insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance requirements specified herein.

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

(b) Insurance Notices

The Consultant shall provide the Office of the Chief Procurement Officer with thirty (30) days advance written notice in the event any required insurance will be cancelled, materially reduced or non-renewed. The Consultant shall secure replacement coverage to comply with the stated insurance requirements and provide new certificates of insurance to the Office of the Chief Procurement Officer.

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

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

(c) Waiver of Subrogation Endorsements

County acknowledges that it has reviewed Contractor's certificates of insurance and such coverage meets the County's insurance requirements. Neither party waives subrogation rights under the Agreement, and neither party shall be required to provide the other party with copies of insurance policies.

GC-06 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 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.

GC-07 DISPUTES

Any dispute arising under the Contract between the County and Contractor 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 his/her decision to writing and mail or otherwise furnish a copy thereof to the Contractor and Using Agency. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. Notwithstanding a dispute, Contractor 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.

GC-08 DELAYS

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever related to the performance of the Contract.

GC-09 COMPLIANCE WITH LAWS

The Contractor 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, Affidavits or EDS attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor. The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required in order to perform this Contract.

GC-10 DEFAULT

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract where Contractor has failed to cure such breach within thirty (30) days after written notice of breach is given to Contractor by the County, setting forth the nature of such breach.

A material breach of the contract by the Contractor includes but is not limited to the following:

1. Failure to perform any material obligation under the Contract;
2. Failure to begin performance under the Contract within the expressly specified time in the Contract;
3. Failure to perform under the Contract with sufficient qualified personnel, equipment, or materials to ensure completion of within the specified time;
4. Performance of the Contract in a manner that does not comply with the Contract or applicable law;
5. Refusal to perform services reasonably deemed to be defective or unsuitable; or
6. Any other material breach of any term or condition of the Contract.

County shall be in default hereunder if any material breach of the Contract by the County occurs which is not cured by the County within thirty (30) days after written notice of breach has been given by Contractor to the County, setting forth the nature of such breach.

GC-11 REMEDIES

If the Contractor fails to remedy a material breach during the thirty (30) day cure period pursuant to General Condition GC-11, Default, the County shall have the right to terminate the Contract provided, however, that the County shall give Contractor prior written notice of its intent to terminate. Following notice of breach to Contractor, the County reserves the right to withhold payments owed to Contractor until such time as Contractor has cured the breach which is the subject matter of the notice. In addition, the County shall have the right to pursue all remedies in law or equity.

GC-12 TERMINATION FOR CONVENIENCE

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor. Unless otherwise stated in the notice, the effective date of such termination shall be thirty days after the date the notice of termination is mailed by the County. If the County elects to terminate the Contract in full, unless otherwise specified in the notice of termination, the Contractor shall immediately cease performance and shall promptly tender to the County all work products, reviews, recommendations, reports, documents and analyses, whether completed or in process. If the County elects to terminate the Contract in part, unless otherwise specified in the notice of partial termination, the Contractor shall immediately cease performance of those portions of the Contract which are terminated and shall promptly tender to the County all work products, reviews, recommendations, reports, documents and analyses relating to said portions of the Contract, whether completed or in process. Contractor shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as specifically approved by the Chief Procurement Officer. The Contractor shall not invoice the County for any goods, equipment, supplies or services provided after the effective date of termination.

GC-13 GUARANTEES AND WARRANTIES

[Intentionally omitted]

GC-14 AUDIT; EXAMINATION OF RECORDS

The Contractor 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 Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Contractor 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's compliance with any term, condition or provision thereunder or under the Contract.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor 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 Contractor under any contract with the County.

GC-15 GOVERNING LAW

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy 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 Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor 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.

GC-16 COOPERATION WITH INSPECTOR GENERAL

Contractors, subcontractors, 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.

GC-17 WAIVER

No term or provision of this Contract shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall be strictly limited to the identified term or provision.

GC-18 ENTIRE CONTRACT

It is expressly agreed that the provisions set forth in this Contract constitute all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

Any changes to the Agreement, including changes to the scope of work or a corresponding fee adjustment, must be mutually agreed by the parties in written amendment executed by the Contractor and Cook County's Chief Procurement Officer.

GC-19 NOTICES

All notices required pursuant to this Agreement 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: Clerk of the Circuit Court of Cook County
69 W. Washington Room 2500
Chicago, Illinois 60602
Attention: Department Director

and

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

If to Contractor: To the Address in Section 1 of this Agreement (with a copy sent via email to legal@pyebarkerfs.com)

Notices delivered by mail are considered received three days after mailing in accordance with this GC-19. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

GC-20 FEDERAL CLAUSES

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

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 United 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 adaptations 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. Fly America

Section 14.c of the Master Agreement states that if the contract or subcontracts may involve the international transportation of goods, equipment, or personnel by air, the contract must require Contractors and subcontractors at every tier to use U.S.-flag air carriers, to the extent service by these carriers is available. 49 U.S.C. 40118 and 4 C.F.R. Part 52.

9. 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.

10. 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.

11. 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.

12. Veteran's Preference

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

13. 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.

14. Accessibility Compliance

If this Agreement involves design for construction, the Consultant warrants that all design documents produced or utilized under this Agreement and all construction or alterations undertaken under this Agreement will comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and all regulations promulgated thereunder, see Illinois Administrative Code, Title 71, Chapter 1, Section 400.110. If the above standards are inconsistent, the Consultant must comply with the standard providing the greatest accessibility. Also, the Consultant must, prior to construction, review the plans and specifications to insure compliance with the above referenced standards. If the Consultant fails to comply with the foregoing standards, the Consultant must perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure.

15. 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.

16. 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.

17. 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.

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

When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act ((40 U.S.C. 3141-3148) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

19. 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.

20. 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.

21. 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.

22. 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 Non-procurement 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.

23. 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.

EXECUTION

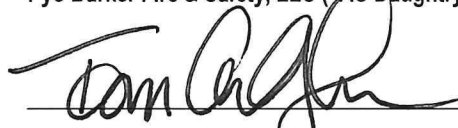
Office of the Chief Procurement Officer

Pye-Barker Fire & Safety, LLC ("AC Daughtry")

Raffi Sarrafian
Digitally signed by Raffi Sarrafian
Date: 2026.01.12 17:02:54
+06'00'

Raffi Sarrafian, Chief Procurement Officer

Date



Authorized Signature

1/8/26

Date

Printed Name and Title:

TOM GALLAGHER
BRANCH MANAGER

EXHIBIT A



proposal

Prepared By:

AC Daughtry
Dominika Dlugozima
Engineering Support/ Proposal Writer
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Montville, NJ, 07045
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XXX-XXX-XXXX
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Clerk of the Circuit Court of Cook County
50 W. Washington St
Chicago, IL 60602
Proposal 225255-1-0

Submitted: 8/6/2025

Clerk of the Circuit Court of Cook
County
Tony Vainikos
(312)-603-7785
tzvainikos@cookcountycourt.com

800.927.8610 • WWW.PYEBARKERFS.COM

The Leader in Fire, Life Safety, and Security Solutions

PROJECT DESCRIPTION

CLIENT INFORMATION

Name: Clerk of the Circuit Court – MIS Division

Site

Clerk of the Circuit Court - MIS
Division
50 W. Washington Street
Chicago, IL 60602

Billing

Clerk of the Circuit Court - MIS
Division
50 W. Washington Street
Chicago, IL 60602

Contact

Tony Vainikos, Procurement Analyst
P: (312) 603-7785
E: tzvainikos@cookcountycourt.com

PROJECT NAME: CCTV. Maintenance Program

PROJECT SCOPE OF WORK

Provide the following Preventative Maintenance Service on the following system:

Preventive Maintenance of Cashiering CCTV System

— To be invoiced at \$11,999.99 per Quarter (\$47,999.96 Annually)

Preventive Maintenance of Software Security System

— To be invoiced at \$16,000 per Quarter (\$64,000.00 Annually)

Based on One-Hundred Thirty-Six (136) Cameras

Richard J. Daley Center, 50 W. Washington St., Chicago, IL.:

Basement, Lower Level, Concourse, 4th Floor, 6th Floor, 8th Floor, 10th Floor, 11th Floor, 12th Floor Sixty-Eight (68) Cameras

Juvenile Detention, 1100 Hamilton Avenue, Chicago, IL.:

Basement, 1st Floor, Three (3) Cameras

Court House and Jail, W. 26th Street and California Avenue, Chicago, IL.:

1st Floor, 5th Floor, Five (5) Cameras

Second Municipal District Courthouse, 5600 Old Orchard Rd., Skokie, IL.:

1st Floor, Thirteen (13) Cameras

Third Municipal District Courthouse, 2121 Euclid Avenue, Rolling Meadows, IL.:

1st Floor, 2nd Floor, Thirteen (13) Cameras

Fourth Municipal District Courthouse, 1500 Maybrook Drive, Maywood, IL.:

1st Floor, 2nd Floor, Ten (10) Cameras

Fifth Municipal District Courthouse, 10220 S. 76th Avenue, Bridgeview, IL.:

1st Floor, 2nd Floor, Ten (10) Cameras

Sixth Municipal District Courthouse, 16501 Kedzie Avenue, Markham, IL.:

1st Floor, Thirteen (13) Cameras

69 West Washington Street

Room 2500 Check Room, One (1) Camera

For this service Pye-Barker will have technicians test and provide preventative service on the above listed system, 4 times a year, for a one (1) year period (twelve months from the date of contract):

- Clean fan filter on recorder and lockbox
- Check all recorders for proper operation, connectivity and playback functionality
- Check all hard drives for operating functionality
- Check playback and time and date for each recorder
- Inspect cameras to ensure proper functioning
- Troubleshoot any malfunctioning cameras unless vandalism or natural disaster
- Adjust view, focus and zoom on all POS cameras as needed
- Clean all POS camera lenses
- Inspect all recorders on all floors to ensure they are network enabled and connected via IP configuration quarterly
- Fill out maintenance reports and report any problems to the Chief Information Officer of the Clerk of the Circuit Court
- Pye-Barker to provide County with a Preventative Maintenance Report each quarter which would include any equipment replaced or refurbished (NOTE: Replacement or refurbished equipment will be equal or superior to equipment replaced)
- Clean all new cameras of any malware, default password, or cyber threats
- Check for software updates for cameras and DVR's and install as needed
- Check for proper communication with Pye-Barker Command Center
- All programming to be done at Pye-Barker Command Center
- If any POS location is changed by the County, re-program the IP configuration and test for connectivity to the Pye-Barker Command Center
- Maintain all software licenses UL, internal cameras and DVR's

This service does not cover:

- Any parts needed to fix equipment
- Lift rentals
- Any additional hours/trips needed to fix equipment (will be billed at Pye-Barker's normal service rate)

Customer to provide: (See additional information in "Customer to Provide" section in the following pages.)

- High-Speed internet connection
- Customer is responsible for notifying all personnel on site of testing and any issues or warning that may be required.
- Customer to remove all Panic Buttons

Term Dates: 10/18/2025 -10/17/2026

Please see Equipment List, Exclusions, Assumptions, Clarifications and Customer to Provide sections.

Pye-Barker requires a 100% quarterly payments on recurring annual contracted services per year.

CUSTOMER TO PROVIDE

- Existing CCTV System (with equipment in proper working order)
- All 110VAC where needed. All 110VAC shall be provided from circuits with dedicated isolated grounds
- Customer to provide network access, IT point of contact, network drop at the head end, IP address, network routers, broadband connection and/or any other DSL service, cable modem/service or internet provider service that is necessary to provide access to the system from your network or from the Internet. If Pye-Barker does not have the information and access needed at time of installation, the system will be setup in stand-alone mode and commissioned. If there are any changes or causes any delays not caused by Pye-Barker, the final price will be adjusted at Pye-Barker's normal rates for labor
- Access to all areas of the project (as needed)
- All non-dedicated admin/viewing PC's/mobile devices (with Monitor & standard web browser -as needed)
- Lift/Lift Rental (as needed)
- Internet Service

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SCOPE OF WORK

CLARIFICATIONS

- The proposed system specification has been taken from information given to Pye-Barker by the Customer. It is understood and agreed that should the system when finished require more or less equipment than was originally contracted for, the final price will be adjusted at Pye-Barker's normal rates for equipment and labor.
- This proposal is for the systems listed only. Any work to be performed on any other system is not included in this proposal.
- Pye-Barker assumes no liability for delays in installation or interruptions in service beyond its control. This includes power failure, insurrections, fires, storms, floods, earthquakes, riots, strikes, construction delays by other trades, or acts of God. It is understood that Pye-Barker will not be required to perform work or supply services during such delays or interruptions. It is also understood and agreed that should any additional time be required for the work contracted than was originally scheduled for at the beginning of the project, upon mutual written agreement of the parties, the final price will be adjusted at Pye-Barker's normal rates for equipment and labor.
- Pye-Barker will perform the installation in as timely a manner as possible, provided within scope of work for this contract. It is understood and agreed that should any overtime be required to complete the work of this contract in a time frame other than was originally scheduled for at the beginning of the project, upon mutual written agreement of the parties, the final price will be adjusted at Pye-Barker's normal overtime rates for equipment and labor.
- A lift is not included in this proposal. If a lift is needed, the customer may provide one or Pye-Barker will provide one at Pye-Barker's normal rates for equipment and labor. If the customer provides a lift, coordination with Pye-Barker for duration and lift specifications is required.
- Pye-Barker is NOT responsible for cellular coverage issues. All work to be done during normal working hours (Mon to Fri, 8-4pm).
- This annual service agreement is specified for parts and labor as listed within this proposal. It excludes any damage to equipment resulting from accidents, willful or intentional acts, acts of God, alterations, misuse, tampering or abuse, except to the extent that the damage is caused by Pye-Barker or its representatives.
- Customer is responsible for giving access to Pye-Barker personnel to all areas of the location where system devices and wiring are located. It is understood and agreed that should any additional time be required for the repair due to delays outside of Pye-Barker's control, upon mutual written agreement of the parties, customer will be billed at Pye-Barker's normal rates for equipment and labor.
- Pye-Barker has scheduled no time for training with the end user. It is understood and agreed that should any time be required for training, upon mutual written agreement of the parties, the final price will be adjusted at Pye-Barker's normal rates for equipment and labor.
- Pye-Barker has scheduled no time to test with the authority having jurisdiction. It is understood and agreed that should any time be required for testing, upon mutual written agreement of the parties, the final price will be adjusted at Pye-Barker's normal rates for testing equipment and labor.

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SCOPE OF WORK

TERMS AND CONDITIONS

Payment Terms: Customer shall pay all invoices within sixty (60) days of Customer's receipt of the invoice from Pye-Barker. Pye-Barker will have no obligation to perform any services when any undisputed amount required to be paid by Customer remains due and unpaid beyond the date such amount is due. Any suspension of services by Pye-Barker as a result of Customer's failure to make payment as required will extend the due dates of deliverables and other services to the extent impacted by such suspension or delay.

The Customer shall pay, upon demand, in addition to the service charges above, any false alarm assessments, taxes, fees and/or charges that are imposed by any government body, relating to the installation or service provided under this Agreement and any increase in charges to Pye-Barker for facilities required for transmission of signals under this Agreement.

In the event Pye-Barker representative is sent to the Customer's premises in response to a service call or alarm signal caused by the Customer improperly following operating instructions, or failing to close or properly secure a window, door or other protected point, or improperly adjusting CCTV cameras, monitors or accessory components, there shall be a service charge to the Customer.

This Agreement is not binding unless approved in writing by an authorized Representative of Pye-Barker. In the event of failure of such approval, the only liability of Pye-Barker shall be to return to the Customer the amount, if any, paid to Pye-Barker upon signing of this Agreement.

All charges are payable in advance.

Pye-Barker shall have the right to increase the annual charge after one year upon not less than ten (10) days' notice to Customer.

Entire Agreement: Customer acknowledges that he is aware that no alarm system can guarantee the prevention of loss: that human error on the part of Pye-Barker or the Municipal Authorities is always possible, and that signals may not be received if the transmission mode is cut, interfered with or otherwise damaged. In executing this Agreement, Customer is not relying on any advice or advertisement of Pye-Barker. Customer agrees that any representation, promise, condition, inducement, or warranty, express or implied, not included in writing in this Agreement shall not be binding upon any party, and that the Terms and Conditions hereof apply as printed without alteration or qualification, except as specifically modified in writing.

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SCOPE OF WORK

Unless otherwise described in the proposal, or job notes the following applies:

Pye-Barker will be responsible for:

- The scope of work attached to the proposal.
- Pye-Barker pricing is based on normal working hours Monday through Friday, 8:00am to 4:00pm, any overtime, holiday or weekend work will incur additional charges at our service billing rates.
- Pricing is based on non-union labor.
- Pye-Barker standard insurance is in effect; additional requirements may incur additional charges. Pricing on this quotation is valid for 30 days from date of proposal.
- Installation and wiring as described in the proposal.
- Equipment shown listed in the proposal only, or functional equivalents.

Customer will be responsible for:

- Providing necessary 110V at all required locations, unless otherwise described in the proposal. All permits, filing and costs.
- Any necessary data drops or network connections
- Provide direct and continuous access to required areas to perform our work. Any asbestos abatement or containment or associated delays.
- Data entry for any proposed system cards, images, security levels, and system parameters after initial programming.
- Connection to building Class E system for lock release is to be provided by others and is not included in this proposal. Providing a floor plan of proposed work area.

Pye-Barker is not responsible for:

- As-Built drawings unless otherwise described in the proposal.
- Integration or control of our equipment with other systems, unless specifically outlined in our proposal
- Cutting, patching, painting, or restoring any areas affected by our work.
- Replacement of damaged ceiling tiles that may result from our work. Coordination with other trades.

Warranties:

Pye-Barker warranties all new parts and workmanship for ninety (90) days. Upon the expiration of our original warranty, a custom serviced and preventative maintenance agreement can be tailored to your specific needs. Service during the warranty period will be on a first call basis, during normal working hours on weekdays.

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SCOPE OF WORK

TERMS AND CONDITIONS APPLYING TO SALE OF EQUIPMENT

1. LIMITED WARRANTY - Any part of the system, including the wiring, installed under this Agreement which proves to be defective in material or workmanship within ninety (90) days of the date of completion of installation will be repaired or replaced at Pye-Barker option with a new or functionally operative part.

Labor and material required to repair or replace such defective components or to make mechanical adjustments to the system will be free of charge for a period of ninety (90) days following the completion of the original installation. This warranty is extended only to the original consumer purchaser of the system and may be enforced only by such person. To obtain service under this warranty, call or write Pye-Barker Service Department at 1-973-335-3931 or at service@acdsecurity.com

Service pursuant to the warranty will be furnished only during Pye-Barker normal working hours, 8:00 AM to 4:30 PM, Monday through Friday, except holidays. Services rendered outside the normal working hours of Pye-Barker are not within the scope of this warranty and any services requested to be performed at such times shall be charged for at Pye-Barker then applicable rates for labor and material. This warranty does not apply to the conditions listed below and in the event customer calls Pye-Barker for service under the warranty and upon inspection, it is found that one of these conditions has led to the inoperability or apparent inoperability of the system a charge will be made for the service call of the Pye-Barker representative whether or not he actually works on the system.

Should it be necessary to make repairs to the system due to one of the conditions not covered by warranty, a charge will be made for such work at Pye-Barker then applicable rates for labor and material.

Conditions not covered by Warranty:

- a. Damage resulting from accidents, acts of God, alterations, misuse, tampering or abuse.
- b. Failure of the customer to properly close or secure a door, window or other point protected by a burglar alarm device.
- c. Failure of customer to properly follow operating instructions provided by Pye-Barker at time of installation or at a later date.
- d. Trouble in leased telephone.
- e. Trouble due to interruption of commercial power.
- f. Battery replacements.

THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER EXPRESS WARRANTIES, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED IN DURATION TO A PERIOD OF NINETY (90) DAYS FROM THE DATE OF COMPLETION OF INSTALLATION. THE EXCLUSIVE REMEDY OF THE CUSTOMER HEREUNDER SHALL BE REPAIR OR REPLACEMENT AS STATED ABOVE.

UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, AND, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY BY Pye-Barker, THE NEGLIGENCE OF Pye-Barker, OR OTHERWISE. EITHER PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE VALUE OF THE CONTRACT AS AWARDED BY THE COOK COUNTY BOARD OF COMMISSIONERS OR THE CHIEF PROCUREMENT OFFICER. THE FORGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO COUNTY CLAIMS ARISING OUT OF CONTRACTOR'S GROSS NEGLIGENCE, WILLFUL OR INTENTIONAL MISCONDUCT, FRAUD, PROPERTY DAMAGE, OR PERSONAL INJURY/DEATH. SOME STATES MAY NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSION MAY NOT APPLY TO YOU, UNLESS A LONGER PERIOD IS REQUIRED BY APPLICABLE LAW. ANY ACTION AGAINST Pye-Barker IN CONNECTION WITH THIS SYSTEM MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

No agent, employee, or representative of Pye-Barker nor any other person is authorized to modify this warranty in any respect.

This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

2. INSTALLATION – Pye-Barker agrees to install the equipment listed in the proposal in a workmanlike manner in accordance with the following conditions:

- a. Customer will make premises available without interruption during Pye-Barker normal working hours, 8:00 Am to 4:30 PM, Monday through Friday, excluding holidays.
- b. Customer understands that the installation will necessitate drilling into various parts of the premises: Pye-Barker intends, generally, to conceal wiring in the finished areas of the premises, however, there may be areas in which due to construction, decoration, or furnishing of the premises, Pye-Barker determines, in its sole discretion, that it would be impractical to conceal the wiring and, in such cases, wire will be exposed.
- c. Customer agrees to provide 110 AC electrical outlets at designated locations for equipment requiring AC power.
- d. Customer agrees to provide for lifting and replacing carpeting, if required, for installation of floormats or wiring.

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SCOPE OF WORK

TERMS AND CONDITIONS OF MAINTENANCE SERVICE, SIGNAL RECEIVING AND NOTIFICATION SERVICE, AND DIRECT CONNECT SERVICE

3. MAINTENANCE - If scope of the proposal indicates that maintenance service is being furnished, Pye-Barker will extend the warranty for the period maintenance is contracted for to include the expense of ordinary maintenance and repair of said system due to normal wear and tear. Excluded from maintenance are: (1) Conditions not covered by warranty listed above in Paragraph 1. (2) Battery replacements, window foil, security screens, exterior mounted devices. PROM (Programmable Read Only Memory). (3) The expense of extraordinary maintenance and repair due to alterations in the Customer's premises, alterations of the system made at the request of the Customer, or made necessary by changes in the Customer's premises, damage to the premises or alarm system or to any cause beyond the control of Pye-Barker. The Customer agrees to furnish any necessary electric current through the Customer's meter and at the Customer's own expense. It is mutually agreed that the work of installation and repairs of the system shall be performed between the hours of 8:00 AM and 4:30 PM exclusive of Saturdays, Sundays and holidays.

It is understood and agreed that Pye-Barker obligation relates to the maintenance solely of the specific protection system, and that Pye-Barker is in no way obligated to maintain, repair, service, replace, operate, or assure the operation of any device or devices of the Customer or of others not installed by Pye-Barker.

If not contracted before the expiration of the Warranty, Pye-Barker will enter a Maintenance Service Contract only after inspecting the system and making any necessary repairs or replacements to the system at a charge to the Customer for labor and/or material at Pye-Barker's then prevailing rates.

4. Repairs and Parts Replacement without Maintenance Service - After the Warranty period and if Maintenance Service has not been contracted for or as to conditions excluded from Maintenance Service. Pye-Barker will, if requested, provide the Customer with repair and parts replacement for the equipment at Pye-Barker's prevailing prices and terms at the time.

5. Signal Receiving and Notification Service shall be provided by Pye-Barker if the scope of the proposal includes a charge for Signal Receiving and Notification Service. Under such service, in the event a distinct emergency alarm signal, if provided, or a fire alarm signal registers at Pye-Barker's Central Station, Pye-Barker shall endeavor to notify promptly the appropriate Police or Fire Department and the designated representative of the Customer. In the event a burglar alarm signal registers at Pye-Barker Central Station, Pye-Barker at its sole discretion, may endeavor to contact the Customer's premises by telephone to verify that the alarm is not false. Failing to contact the Customer promptly or questioning the nature of the response received upon such contact, Pye-Barker shall endeavor to notify promptly the appropriate Police Department. In the event a supervisory signal or trouble signal registers at Pye-Barker's Central Station, Pye-Barker shall endeavor to notify promptly the designated representative of the Customer. It is understood and agreed that in the event the connection service contracted for herein is terminated, some of the equipment may not be compatible with other receiving equipment.

6. CANCELLATION - This Agreement may be terminated at the option of Pye-Barker at any time in the event that Pye-Barker provides Customer with a pro-rated re-fund of pre-paid fees and Pye-Barker Central Station is destroyed or so substantially damaged by fire or other catastrophe that it is impractical to continue service, or in the event that Pye-Barker is unable either to secure or retain the connections or privileges necessary for the transmission of signals by means of conductors between the Customer's premises and the Pye-Barker Central Station or between Pye-Barker Central Station and the Municipal Fire or Police Department or between the Customer's premises and the Municipal Police or Fire Department or other agency and Pye-Barker shall not be liable for any damages or subject to any penalty as a result of such termination. It is understood and agreed that this Agreement may be terminated by Pye-Barker in the event that the Customer fails to follow any reasonable recommendations Pye-Barker may make for the repair or replacement of defective parts of his system not covered under the warranty or Maintenance Service or in the event that the Customer's failure to follow the operating instructions provided at the time its system was installed results in an undue number of false alarms or if the premises in which the system is installed are so modified or altered after installation as to render continuation of service impractical, or in the event of default in payment of any monies due under this agreement in the event of such termination Pye-Barker will refund to the Customer any advance payments made for such service to be supplied subsequent to the date of such termination less any amount still due for the sale of the equipment.

7. IF THIS CONTRACT IS FOR A RESIDENTIAL CUSTOMER ONLY, YOU MAY CANCEL THIS CONTRACT WITHOUT PENALTY OR OBLIGATION BY DELIVERING WRITTEN NOTICE (VIA FACSIMILE, HAND DELIVERY OR OVERNIGHT MAIL) TO Pye-Barker WITHIN THREE BUSINESS DAYS AFTER SIGNING. SUCH CANCELLATION NOTICE MUST BE

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SCOPE OF WORK



GENERAL TERMS AND CONDITIONS

8. LIMIT OF LIABILITY - IT IS UNDERSTOOD THAT Pye-Barker IS NOT AN INSURER. THAT INSURANCE, IF ANY, SHALL BE OBTAINED BY THE CUSTOMER AND THAT THE AMOUNTS PAYABLE TO Pye-Barker HEREUNDER ARE VALUE OF THE SERVICES AND THE SCOPE OF LIABILITY AS HEREIN SET FORTH AND ARE UNRELATED TO THE VALUE OF THE CUSTOMER'S PROPERTY OR PROPERTY OF OTHERS LOCATED IN CUSTOMER'S PREMISES. Pye-Barker MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT THE SYSTEM OR SERVICES SUPPLIED, WILL AVERT OR PREVENT OCCURRENCES OR THE CONSEQUENCES THEREFROM, WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT, IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES, IF ANY OF WHICH MAY PROXIMATELY RESULT FROM FAILURE ON THE PART OF Pye-Barker TO PERFORM ANY OF ITS OBLIGATIONS HEREUNDER.

9. ASSIGNMENT -This Agreement is not assignable by either party except upon mutual written consent of Pye-Barker and the Cook County Chief Procurement Officer and a properly executed amendment to his agreement authorizing the assignment.

10. Pye-Barker ASSUMES NO LIABILITY FOR DELAYS IN INSTALLATION OF THE EQUIPMENT, OR FOR INTERRUPTIONS OF SERVICE DUE TO RIOTS, FLOODS, FIRES, ACTS OF GOD OR ANY CAUSES BEYOND THE CONTROL OF Pye-Barker AND WILL NOT BE REQUIRED TO SUPPLY SERVICE TO THE CUSTOMER WHILE INTERRUPTION OF SERVICE DUE TO ANY SUCH CAUSE SHALL CONTINUE; PROVIDED THAT SHALL RECEIVE A PRO-RATED REFUND OF PRE-PAID FEES CORRESPONDING TO ANY SERVICES NOT PROVIDED DURING SUCH PERIOD.

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SCOPE OF WORK

INVESTMENT

CCTV Maintenance Plan

Professional Services:

Description	Monthly Amt	Ext.Price
Maintenance (Labor Only)	\$9,333.33	\$27,999.99

System Investment

Total Proposal Amount **\$0.00**

THIS IS NOT AN INVOICE. DO NOT PAY. INVOICE TO BE PROVIDED.

Recurring Services Total Monthly	\$9,333.33
Recurring Services Total Annually	\$111,999.96

SCOPE OF WORK

SYSTEM TOTAL

\$0.00

Acceptance of proposal - The above prices, specifications, and conditions are satisfactory and are hereby accepted (subject to credit approval.) You are authorized to do the work as specified.

Pricing is valid for 7 days from the date proposal was submitted to contractor/customer.

Progress Billing will be applied to this proposal.

Clerk of the Circuit Court of
Cook County

AC Daughtry

Company _____ Date _____

Company _____ Date _____

Authorized Signature _____

Authorized Signature _____

Printed Name _____ Title _____

Printed Name _____ Title _____

(312)-603-7785

(973) 335-3931

XXX-XXX-XXXX

Phone _____ Fax _____

Phone _____ Fax _____

tzvainikos@cookcountycourt.com

dominika.dlugoziama@pyebarkerfs.com

Email _____

Email _____

0

Purchase Order Number _____

TERMS AND CONDITIONS

This proposal is subject to the Pye-Barker General Terms and Conditions located at <https://pyebarkerfs.com/generalterms>. By signing or receiving services under this proposal, you acknowledge that you have reviewed such terms and conditions and that they will be incorporated into the proposal by reference. This proposal, including the incorporated General Terms and Conditions, contains the complete and final agreement between the parties with respect to the subject matter hereof.

EXHIBIT B

Exhibit B

Cook County Government Information Technology and Data Special Conditions Addendum

Together the Professional Services Agreement ("PSA") Cook County contract (2535-10210), including any attachments thereto, and this Information Technology and Data Special Conditions Addendum ("Addendum"), form the "Agreement." County and Consultant agree that, with respect to County Data and/or County Intellectual Property, including any Consultant obligations, representation, or warranties related thereto, in the event of conflict between this Addendum and any other terms in the Agreement, this Addendum takes precedent over, controls and supersedes any term or clause to the contrary.

I. Definitions

- a. **"AI System(s)"** means a machine-based framework that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions influencing physical or virtual environments. "AI System" includes machine-based frameworks utilizing generative pre-trained transformers and large language models.
- b. **"Applicable Data Security and Privacy Law(s)"** means any applicable and relevant US 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.; the Payment Card Industry Data Security Standard, including any subsequent updates, amendments and implementing regulations to the above laws, that may be applicable to the provision of the Services, Software, use of AI System, and/or this Agreement.
- c. **"Biometric Identifier"** means a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry, and includes any expansion of this definition as enacted by the relevant legislative body and/or related case law. Additionally, photographs, videos, and voice recordings are included only to the extent utilized to capture such scans or prints.
- d. **"Biometric Information"** means any information, regardless of how captured, converted, stored, or shared, based on an individual's Biometric Identifier that is used to identify an individual. Biometric information does not include information derived from items or procedures excluded under the definition of Biometric Identifiers. Biometric Information includes the most recent meaning or binding judicial interpretation of the term "biometric information" as defined in the Illinois Biometric Privacy Act, 740 ILCS 14/10.

- e. **"Business Associate Agreement"** means an agreement that meets the requirements of 45 C.F.R. 164.504(e).
- f. **"Cardholder Data"** means data that meets the definition of "Cardholder Data" in the most recent Payment Card Industry Data Security Standard.
- g. **"Consultant"** means the same as "Contractor" as both terms are defined in County Professional Services Agreement, or as defined in County Instruction to Bidders and General Conditions, if either document forms the basis of this Agreement. "Contractor" and "Consultant" may be interchangeably used. "Consultant" includes employees, representatives, subcontractors, and agents of Consultant.
- h. **"Consultant Confidential Information"** means all non-public proprietary information of Consultant that is marked confidential, restricted, proprietary, or with a similar designation, provided that Consultant 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.
- i. **"County"** has the same meaning as defined in the Cook County Procurement Code, located at Chapter 1, Sec. 1-3, of the Cook County Code of Ordinances as amended.
- j. **"County Confidential Information"** means all non-public proprietary information of the County, including Personally Identifiable Information and any information 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.
- k. **"County Data"** means any and all information, in any form, that the County provides access to or shares with Consultant.

County Data also includes, without limitation, all information provided by County employees and representatives, as well as information provided by any third party on the County's behalf, to Consultant, and any information owned, created, and/or maintained by County that Consultant encounters during the term of this Agreement.

County Data does not include any data or intellectual property owned or created by Consultant, including proprietary or trade secret data, except for any data or intellectual property that the County is commissioning or purchasing from Consultant or that Consultant has been hired to create for the County.

- l. **"County Intellectual Property" or "County IP"** means all Intellectual Property owned or licensed by the County, including Developed IP.
- m. **"Criminal Justice Agency(ies)"** means a court, governmental agency (federal, state, local or tribal), or any subunit of governmental agency, that administers criminal justice pursuant to a statute or executive order and allocates a substantial part of its annual

budget to administering criminal justice. Criminal Justice Agency includes state and federal Inspector General Offices and Sheriff's Offices.

- n. **"Criminal Justice Information" or "CJIS Information"** means data or information, in virtual or hard copy form, collected by Criminal Justice Agencies regarding individuals consisting of identifiable descriptions and notations of arrests, detentions, indictments, informations, or other formal criminal charges, and any disposition arising therefrom, including acquittal, sentencing, correctional supervision, and release. The term does not include identification information such as fingerprint records if such information does not indicate the individual's involvement with the criminal justice system.

Criminal Justice Information also means any data that meets the definition of "Criminal Justice Information" in the most recent version of FBI CJIS Security Policy as well as data that meets the definition of "Criminal History Record Information" at 28 C.F.R. 20.

- o. **"Cyber Incident"** means an occurrence of any kind that is reasonably likely to threaten or compromise, or does threaten or compromise, the security, integrity, availability, and confidentiality of, or access to, an information system, computer system, and/or the cyber security tools, controls, or procedures put in place to secure Consultant's systems, endpoints, servers, and/or its cloud environment, and has the potential to cause a Data Breach. Cyber Incident includes, but is not limited to, a ransomware event; a large scale failure of Consultant's Information Security System; any configuration problems which cause data to be stored or shared in violation of either Consultant's or Consultant's Third Party Vendor's Information Security Program; and any mistake or unintentional issue 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.
- p. **"Data Breach"** means (a) the loss or misuse (by any means) of any County Confidential Information; (b) the unauthorized or unlawful access, use, modification, destruction, corruption, 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.
- q. **"Data Subject"** and any variation of that word mean the same as defined in Applicable Data Security and Privacy Laws.
- r. **"Data Subject Request"** means a request made by a Data Subject to exercise any rights of Data Subjects under the Applicable Data and Security Privacy Laws.
- s. **"Deliverable"** means the same as defined in the Professional Services Agreement or as defined in County Instruction to Bidders and General Conditions, if either document forms the basis of this Agreement.
- t. **"Developed Intellectual Property" or "Developed IP"** means Intellectual Property conceived, developed, authored, or reduced to practice in the course of or in connection

with the provision of the Services, including, but not limited to: (a) modifications to, or enhancements (derivative works) of, the County IP; (b) Developed Software; and (c) modifications to, or enhancements (derivative works) of, third party Intellectual Property to the extent not owned by the licensor of the third party IP under the terms of the applicable license.

- u. **“Evolution Data”** means data created by, incorporated into, and a component of the AI System’s evolution during training and subsequent use by County during the Term, including retained portions of any training data, production data, or Output Data as provided, directly or indirectly, by County.
- v. **“Information Security Program”** means a detailed set of policies, procedures, and principles that describe how an organization protects its data and systems from unauthorized access, use, disclosure, disruption, modification, or destruction.
- w. **“Input Data”** means data, regardless of form, that is entered into an AI System for processing.
- x. **“Open Source Materials”** means any Software that: (a) contains, or is derived in any manner (in whole or in part) from, any Software 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.
- y. **“Output Data”** means generated outputs such as predictions, information, content, recommendations, or decisions provided by an AI System in response to processing Input Data.
- z. **“Personally Identifiable Information”** means personal data or information that relates to a specific, identifiable, individual person, including County personnel, and includes all variations of that term as defined in the Applicable Data and Security Privacy Laws. For the avoidance of doubt, Personally Identifiable Information includes: (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 Data Breach Notification Laws.
- aa. **“Personal Health Information”** means information relating to the past, present, or future physical or mental health or condition of an individual; to the provision of health care to an individual; or to payment (whether past, present, or future) for health care ; and

either (i) Identifies the individual; or (ii) provides sufficient information that could reasonably be used to identify the individual, but that is not included in the definition of Protected Health Information under 45 C.F.R. 160.103.

- bb. **“Protected Health Information”** or **“PHI”** has the same meaning as the term “Protected Health Information” in 45 C.F.R. 160.103.
- cc. **“Services”** means the same meaning as defined in Article 3 of the County Professional Services Agreement or “Deliverables” as defined in the County Instruction to Bidders and General Conditions, if either document forms the basis of this Agreement.
- dd. **“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.
- ee. **“Third-Party Vendor”** means any subcontractor, company, independent contractor, or vendor of any kind that is not a direct employee or corporate division of Consultant. Third Party Vendors includes Subconsultants as may be defined in the Underlying Contract.

II. Data Storage and Access

- a. **Data Storage:** Consultant agrees to store all County Data in compliance with Section III Privacy and Data Security of this document. Consultant agrees to ensure that County Data it receives and stores is kept in the same technical format (not including the application of encryption) and is organized in the same manner (as close to a 1 to 1 storage as possible) as it was received by Consultant.

Consultant also agrees to minimize storing or transferring County Data on portable media devices and will only store or transfer County Data on portable media devices with prior written approval from County. Should it be necessary to store or transfer County Data via a portable media device, Consultant agrees to secure the same with commercially available cybersecurity tools (i.e., requiring multi-factor authentication to access such portable media device), and to track in a security log all instances of downloads of County Data to a portable media device and the chain of custody of such media device until County Data is securely deleted from same. Consultant further agrees that any such portable media device will fully encrypt the data, and that authority to access or remove the portable media device containing County Data is granted only with demonstrated need. Consultant will only utilize portable media devices with the ability to be remotely wiped

- b. **Approved Facilities:** Consultant will perform Services and host County Data only within the continental United States and only from locations owned or leased by Consultant and its Subcontractors.
- c. **Data Minimization:** Consultant must implement procedures to minimize collection of Personally Identifiable Information and Personal Health Information. If Personally Identifiable Information must be collected or processed by Consultant on County's behalf, or is shared with Consultant by County for any reason, Consultant will only use such Personally Identifiable Information: (i) as directed by the County; (ii) as needed to provide contracted services to the County; and (iii) for no other purpose. If Personally Identifiable Information must be shared with a third party, Consultant will only share portions of such information necessary to accomplish the purpose of sharing and that it will comply with all requirements of Section V before sharing with such third party.
- d. **Data Access and E-Discovery:** The County may access and copy any County Data in Consultant's possession at any time for any reason, without limitation. Consultant shall reasonably facilitate such access and copying promptly after the County's request.

Consultant agrees to only delete County Data in compliance with applicable law and the Data Deletion section of this Agreement. Consultant also agrees to halt any deletion of County Data promptly, including directing its Third-Party Vendors to do the same, if the County informs Consultant in writing that such data must be preserved.

- e. **Compliance with Applicable Data Applicable Data Security and Privacy Law(s):** If the County is required to respond to a Data Subject Request, Consultant agrees to reasonably cooperate with the County to the full extent necessary to respond in compliance with Applicable Data Security and Privacy Laws. If Consultant receives a Data Subject Request related to this Agreement, Consultant will notify County of such request as soon as reasonably practicable and will reasonably cooperate with the County to the full extent necessary to respond in compliance with Applicable Data Security and Privacy Laws.
- f. **County Confidential Information.** All County Confidential Information shall remain the property of the County, and no license or other rights to the Consultant is granted or implied hereby. Consultant shall not disclose or allow disclosure of any of the County's Confidential Information to any third party, except to Consultant's employees and representatives, who are subject to written and enforced obligations to keep such Confidential Information confidential, and shall only use and disclose such County Confidential Information (i) for purposes of performing its obligations under this Agreement, and/or (ii) in connection with any SOW/Order Form (including in the course of discussions or exploration of a potential SOW/Order Form which may or may not ultimately be executed). Consultant remains responsible for any breach of this section by its employees and representatives.
 - i. In the event that Consultant is required to disclose County Confidential Information in accordance with a judicial or governmental requirement or order,

Consultant shall limit disclosure of such data in compliance with Section III(c)(iii) of this Addendum.

- ii. County Confidential Information shall be subject to the confidentiality obligations of this Section III(f) for ten years following Consultant's return or destruction of County Confidential Information in accordance with subsection iv below.
 - iii. **Injunctive Relief.** Consultant acknowledges that disclosure of any County Confidential Information by it or its employees or representatives may give rise to irreparable injury to the County not adequately compensated by damages. Accordingly, the County may be entitled to equitable relief, including injunctive relief and specific performance against the breach or threatened breach of the undertakings in this section, in addition to any other legal remedies that may be available.
 - iv. **Return or Destruction of County Confidential Information.** Unless otherwise provided in this Agreement, upon the earlier of the County's request or termination or expiration of this Agreement, Consultant shall, at the County's option, promptly destroy or return all County Confidential Information, including all copies in any form or medium, in its possession or control, in compliance with Section III(e) of this Addendum.
- g. **Information Access:** Consultant may not permit access to any County Confidential Information by any unauthorized individual or entity. Consultant 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. Consultant will, upon request from the County, provide the County with an updated list of its personnel with access to County Data and the level of such access.
- h. **Public Records Laws:** Consultant 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, Consultant must: (a) store County Data such that each record is individually accessible for the length of the County's scheduled retention; (b) retain a minimum of two 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 Consultant.

III. Privacy and Data Security

- a. **General Requirement of Confidentiality and Security:** Consultant will maintain the confidentiality and security of all County Data that it has copies of or access to. Without limiting Consultant's other obligations under this Agreement, Consultant must use commercially available and state-of-the-art cybersecurity tools and controls meeting this Section III's requirements to provide reasonably appropriate security protection to County Data proportionate to the type and sensitivity of County Data at issue. Similarly,

Consultant must provide and perform all Services and Software securely in compliance with the requirements of this Section III using security technologies and techniques in accordance with industry-leading practices and County security policies, procedures and other requirements made available to Consultant in writing. This includes network management and maintenance applications and tools, appropriate fraud prevention and detection and encryption technologies to protect County Confidential Information. Consultant must secure all Personally Identifiable Information with the highest level security commercially available, and must also encrypt all Personally Identifiable Information and Personal Health Information in transit, during processing, and at rest. The requirements of this Section III shall apply to all of Consultant's Systems and the facilities where such Consultant Systems are used to collect, store, handle, process, backup, dispose, and/or access County Data.

- b. **Applicable Data Security and Privacy Laws:** Consultant agrees to comply with and abide by all Applicable Data Security and Privacy Laws, including those applicable to the Consultant 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.
- c. **Data Ownership:** Consultant recognizes and agrees that the County possesses and retains all right, title, and interest in and to County Data, and that Consultant's use, access to and possession thereof is solely to fulfill its obligations under this Agreement and that any processing and use of County Data by the Consultant is done solely on the County's behalf and for the County's benefit.
 - i. Consultant further recognizes and agrees that:
 - 1. County Data is valuable property of the County and may include proprietary, sensitive, private and/or trade secret information; and
 - 2. County Data may include original compilation pursuant to copyright laws of the United States and other jurisdictions; and
 - 3. The County has dedicated substantial resources to collecting, managing, securing and compiling County Data; and
 - 4. County may suffer irreparable harm or loss in the event of such information being disclosed or used otherwise than in accordance with this Agreement; and
 - 5. 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 Consultant or commercially exploited by or on behalf of Consultant.
 - ii. The County grants Consultant a limited, non-transferrable and royalty free license to use and access County Data solely as necessary to fulfill Consultant's duties under this Agreement. Without County's prior written consent, Consultant shall not:
 - 1. access or use any County Data for any purpose other than to fulfill its duties and obligations under this Agreement; or

2. give third party access to or copies of County Data, unless in compliance with the Third-Party Vendor section below.
- iii. In the event that Consultant is required to disclose County Data in accordance with a judicial or governmental requirement or order, Consultant will, except to the extent prohibited by law:
 1. give the County reasonable prior notice and opportunity to object or seek a protective order or other appropriate remedy;
 2. Cooperate with the County so the County may object to or seek a protective order or other appropriate remedy;
 3. disclose only portion(s) of the County Data that it is legally required to disclose.
- d. **Consultant as a Data Processor:** Consultant understands and acknowledges that, to the extent that performance of its obligations hereunder involves or necessitates processing Personally Identifiable Information, it will act only on direction from the County.
- e. **Data Deletion:** Consultant agrees that at the conclusion of this Agreement or upon the written request of the County, it will promptly:
 - i. return all versions and copies of County Data to the County in such a format that the County may reasonably request and;
 1. provide County with adequate bandwidth and other resources to remove County Data from Consultant servers; and
 2. 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 same manner as used by Consultant.
 - ii. after returning all County Data to the County, delete all versions or copies of County Data from any location and all systems under Consultant's control, including but not limited to Consultant's servers, systems and any backups; and
 - iii. direct and ensure secure erasure of County Data by any and all of Consultant's Third-Party Vendors with copies of or access to County Data.

Consultant also agrees that in deleting County Data as required by this Agreement, Consultant shall leave no data readable, decipherable, or recoverable on its computers, servers, or other media, or those of its Third-Party Vendors, in accordance with NIST Special Publication 800-88 as revised. Promptly after Consultant has completed its deletion of County Data and has directed its Third-Party Vendors to do the same, and no later than 30 days after termination of this Agreement, Consultant shall certify such deletion to County in writing in compliance with NIST Special Publication 800-88.

- f. **Data Security:** Without limiting any of its other obligations and promises elsewhere in the Agreement, Consultant shall prevent unauthorized access to, sharing, disclosure, modification, or destruction of County Data. Consultant represents and warrants that:
 - i. it will not permit any unauthorized access to or allow its actions or inactions to cause any loss or damage to County Data or County IP;

- ii. it will comply with any and all County security policies in place during the term of this Agreement;
 - iii. it will not use any system that is dependent on software or hardware without appropriate security updates available;
 - iv. it will only store County data within the Continental United States;
 - v. it will appropriately vet using, at a minimum, criminal background checks, identity verification of physical person to a government issued id card, and employment history verification of all employees and representatives working with or provided access to County Data and County IP and ensure that such employees and representatives are legally bound to maintain the security and confidence of County Data, County IP, and County Confidential Information; and
 - vi. it will not allow any foreign government or foreign owned organizations or other third parties access to any County Data, County IP, or County Confidential Information.
- g. **Information Security Program:** Consultant agrees to maintain, implement, and comply with a written Information Security Program requiring industry standard administrative, technical, and physical safeguards appropriate to:
- i. protect the security and confidentiality of County Data;
 - ii. identify and protect against threats and hazards to the security or integrity of County Data; and
 - iii. protect against unauthorized access, taking, sharing, destruction, modification, or use of County Data.

Consultant's administrative, technical, and physical safeguards must provide a level and scope of security 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 and state-of-the-art security standards series.

Consultant shall also ensure that the Information Security Program addresses the following:

- i. Proper disposal of County Data once it is no longer needed to carry out the purposes of this Agreement and in compliance with the Data Deletion section of this Agreement;
- ii. Access controls on systems and servers used to maintain, access, or transmit County Data;
- iii. Access restrictions and appropriate security controls at physical locations containing County Data, including at servers and/or data banks;
- iv. Multi-Factor Authentication on all systems, accounts, and endpoints, with access to store or maintain County Data;
- v. Encryption of electronic County Data, at rest and in transit, 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. Consultant must not deviate from this

encryption requirement without the advance, written approval of the County's Information Security Office.

- vi. Application of least privilege principles for access to County Data, which is supplemented either by dual control procedures or segregation of duties;
 - vii. Regular testing and monitoring of electronic systems accessing or storing County Data; and
 - viii. Procedures to detect actual and attempted attacks on or intrusions into the end points, systems, or servers, containing or accessing County Data.
- h. **Regular Review of Security Program:** Consultant shall review the Information Security Program and all other County Data Security precautions regularly, but no less than annually, and update them to comply with applicable laws, regulations, technology changes, and best practices.
- i. **Cyber Incident:** Consultant represents and warrants that it maintains the cybersecurity of its Services and Software and takes proactive and consistent action and to prevent a Cyber Incident from affecting any County IT environment at any time. If Consultant discovers that a Cyber Incident has impacted its own environment and has or has the potential to impact the County's IT environment, Consultant must, at no additional charge, (a) immediately undertake to address the Cyber Incident to mitigate damage and restore any affected Service, Software or equipment; (b) notify the County in writing within 24 hours of discovery of the incident; 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.
- j. **Data Breach:** In the event that Consultant suffers a Data Breach of any kind, it agrees to:
- I. Notify County promptly and without unreasonably delay, but no later than 24 hours after discovery or suspicion of the Data Breach. Notification shall be sent to databreach@cookcountyil.gov;
 - II. Notify County promptly and without unreasonably delay, but no later than 24 hours after receiving notification from a Third-Party Vendor, of a Data Breach suffered by such vendor, if that Vendor had copies of or access to County Data. Notification shall be sent to databreach@cookcountyil.gov;
 - III. If the Data Breach concerns County Data:
 - 1. Consultant will provide County with meaningful access to the forensic investigation, including details regarding method of compromise, identity of the attackers if known and progress of remediation;
 - 2. Consultant will assist the County as it seeks to comply with any data breach notification requirements. Such assistance shall include not be limited to, providing the County with access to data, personnel and information relating to the County Data that may have been exposed, and, if applicable, information about any persons whose Personally Identifiable Information may have been affected or exposed;

3. Consultant will notify any affected persons solely at the County's direction, including review and approval of all notices, and governmental regulators, as applicable;
 4. Consultant will recover affected data or information to the extent possible;
 5. Consultant will provide County with a corrective action plan acceptable to County;
 6. Consultant will not make any public announcements relating to such Data Breach without the County's prior written approval; and
 7. Consultant agrees that County has the sole right to (a) determine whether notice of any Data Breach involving County Data is to be provided and to whom; and (b) approve 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.
- IV. In the event of a Data Breach attributable to an act or omission of Contractor, including without limitation those of Consultant's Third-Party Vendors, subcontractors or other agents, Consultant shall also:
1. reimburse County for any and all reasonable expenses related to data breach notifications, including the provision of credit monitoring services to affected persons;
 2. indemnify and defend the County from any and all legal actions that arise from such data breach; and
 3. compensate the County for any and all other related costs or expenses, such as recreating lost or compromised data.
- V. Nothing in this section is meant to limit or restrict any of the County's other rights or potential remedies stemming from such data breach.
- k. **Data Integrity and Loss of County Confidential Information.** Consultant must implement and maintain strong, industry standard measures, as detailed in Section III(g) of this Addendum, to maintain accuracy of County Data. Without limiting any rights and responsibilities under this Section III in the event of any disclosure, inaccuracy, or loss of, or inability to account for, any County Confidential Information, Consultant must promptly, at its own expense: (a) notify the County in writing within 24 hours; (b) take such actions as 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.
- l. **Biometric Data Security and Breach:** If Consultant will receive, handle, manage, store, review, collect, access, or otherwise process any Biometric Information as a part of this Agreement:
- i. Consultant will provide its written policies related to the retention schedule and permanent deletion of Biometric Information to County prior to Consultant's receipt of the Biometric Information.

- ii. If this Agreement requires Consultant to collect Biometric Information on behalf of the County, Consultant agrees to obtain appropriate consent, as required by the Illinois Biometric Information Privacy Act (740 ILCS 14/1, et seq.), from the person who the Biometric Information is being collected from, on behalf of both Consultant and the County.
 - iii. Consultant agrees that under no circumstances will it sell, lease, trade, or otherwise profit from Biometric Information in connection with this Agreement, regardless of whether received from the County or collected directly from the person.
 - iv. Consultant shall ensure that its Information Security Program, as required via this Section III, provides for and includes protection of Biometric Information. Additionally, Consultant agrees to implement any additional data security policies and controls for Biometric Information as necessary to ensure full compliance with applicable privacy laws.
 - v. Consultant shall notify County promptly and without unreasonably delay, but no later than 24 hours after discovery, of any Data Breach affecting Biometric Information. Notification shall be sent to databreach@cookcountyil.gov.
- m. **Payment Card Data Security and Breach:** If the Underlying Contract requires or permits Consultant to receive, handle, manage, store, review, collect, access, or otherwise process any Cardholder Data, Consultant agrees:
 - i. to provide the County with a copy of its most recent Attestation of Compliance and Report on Compliance establishing that Consultant has been PCI-DSS Certified. Consultant also agrees to provide updated compliance documents should its certification be renewed during the pendency of this Agreement.
 - ii. to ensure that its Information Security Program, as required via this Section III, provides for and includes the protection of Cardholder Data. Additionally, to the extent necessary, Consultant agrees to implement any additional data security policies and controls for Cardholder Data as may be required by the PCI Security Standards Council.
 - iii. If a Data Breach occurs and involves Cardholder Data, Consultant agrees to:
 - 1. Notify County promptly and without unreasonable delay, but no later than 24 hours after discovery, of any Data Breach affecting Cardholder Data. Notification shall be sent to databreach@cookcountyil.gov.
 - 2. Work with the County as described above in Section III(j) to provide notification to affected Card Holders and Card Companies as necessary, including but not limited to, the provision of documents and testimony, during any resulting PCI investigation or audit of the County, at the Consultant's own expense.
- n. **PHI Data Security and Breach:** If the Underlying Contract requires or permits Consultant to receive, handle, manage, store, review, collect, access, or otherwise process any PHI, then Consultant agrees:

- i. that in addition to this Agreement, it must enter into a Business Associate Agreement with the County entity or division providing Consultant with copies of or access to the PHI.
 - ii. that its Information Security Program, as required via this Section III, provides for and includes the protection of PHI. Additionally, to the extent necessary, Consultant agrees to implement any additional data security policies and controls for PHI to ensure full compliance with both the Health Insurance Portability and Accountability Act of 1996 (Pub. L. 104-191, 110 Stat. 1936, 45 CFR 160, et. seq.) and the Health Information Technology for Economic and Clinical Health Act (Pub. L. No. 111-5, Title XIII, 123 Stat 226).
 - iii. to notify the County promptly and without unreasonably delay, but no later than 24 hours after discovery, of any Data Breach affecting PHI. Notification shall be sent to databreach@cookcountyil.gov.
- o. **CJIS Data Security and Breach:** If the Underlying Contract requires or permits that Consultant receive, handle, manage, store, review, collect, access, or otherwise process any CJIS Information, then Consultant agrees:
 - i. to sign and return to the County, in paper or electronic copy, the CJIS Data Security Acknowledgement Receipt after the County provides Consultant with a copy of this Addendum and the CJIS Security Policy.
 - ii. that its Information Security Program, as required via Section III(f) of this Addendum, provides for and includes the protection of CJIS Information. Additionally, to the extent necessary, Consultant agrees to implement any additional data security policies and controls for CJIS Information to ensure full compliance with both the Criminal Justice Information Services Security Policy and the policies and standards established by the Criminal Justice Information Services Advisory Policy Board.
 - iii. to sign and abide by an Information Exchange Agreement with the County prior to any exchange of CJIS Information.
 - iv. Notify County promptly and without unreasonable delay, but no later than 24 hours after discovery, of any Data Breach affecting CJIS Information. Notification shall be sent to databreach@cookcountyil.gov.
- p. **Privacy Notice:** Consultant shall provide effective notice to the public and to individuals regarding:
 - i. Its activities that impact privacy, including its collection, use, sharing, safeguarding, maintenance, and disposal of personally identifiable information (PII); and
 - 1. Authority for collecting PII; and
 - 2. The choices, if any, individuals may have regarding how Consultant uses PII and the consequences of exercising or not exercising those choices; and
 - 3. The ability to access and have PII amended or corrected if necessary.
 - ii. The Consultant's privacy notice shall describe:

1. The PII collected and the purpose(s) for which it collects that information; and
2. How the Consultant uses PII internally; and
3. Whether individuals have the ability to consent to specific uses or sharing of PII and how to exercise any such consent; and
4. How individuals may obtain access to their PII; and how PII will be protected.

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

V. **Third-Party Vendors:** Consultant agrees that if it is to utilize third party vendors for this Agreement that require access to or copies of County Data in order to perform its work, that it will:

- a. Ensure that all such vendors and their employees are located within the Continental United States, unless approved in writing in advance by County;
- b. Ensure that no such vendor is owned in part or in whole by a foreign government, unless approved in writing in advance by County;
- c. Provide a written list of such vendors to the County, along with a link to or copy of the vendors' privacy and data security policy;
- d. Ensure that Consultant's contracts with such vendors contain the appropriate data security and privacy protections for County Data that are the same or at least as stringent as the provisions contained within this Agreement;
- e. Ensure that each vendor is required to promptly notify Consultant of any Data Breach suffered by the vendor that concerns County Data;
- f. Notify County immediately upon receiving notification from a vendor of any Data Breach that concerns County Data;
- g. Remain responsible for any resulting costs, liability, charges or expenses incurred by the County and stemming from the action or inaction of such Third-Party Vendor; and
- h. In the event of a Data Breach stemming from such vendor, assist the County with obtaining information, documents, and access to persons necessary to investigate such Data Breach and provide necessary legal notifications.

VI. **Audit Rights**

- a. **Data Security Audit:** Consultant agrees 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, Consultant 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.

Further, Consultant agrees that that it will promptly make available to the County the results of any reviews or audits conducted by Consultant (including Consultant's internal and external auditors) or the results related to a SOC-2 audit, relating to Consultant's and its Third Party Vendor's operating practices and procedures, even if not directly requested by the County, if the results are relevant to Consultant's provision of Services or to Consultant's obligations under the Agreement.

- b. **Third Party Vendor Audits:** Consultant must ensure that all agreements with its Third Party Vendors performing Services under this Agreement include the right for County to audit. Consultant agrees to facilitate a County audit of its third party vendors, or (if agreed by the County as an alternative) to obtain and provide the results of any SOC 2 Audit of its Third Party Vendors. Consultant also agrees that if needed, it will directly conduct an audit of its Third Party Vendors and provide the County with the results.
- c. **CJIS Information Audits:** To the extent that this Agreement concerns CJIS Information, Consultant agrees that, in addition to the County's audit rights, the FBI may also be authorized to perform a security audit of Consultant's and/or Consultant's vendor's systems during the pendency of this Agreement and a final audit at the termination of this Agreement.

VII. Intellectual Property

- a. **Consultant Intellectual Property Warranty:** Consultant represents and warrants that it owns, or is authorized to use, all Consultant IP, and Consultant-provided third-party IP.
- b. **Open Source Material:** Consultant represents and warrants that all open source materials (OSM) included in Deliverables or Software are obtained from a trusted distributor. Consultant represents and warrants that all OSM materials provided to County or used on County's behalf comply with their license agreements. Unless otherwise specified in this Agreement, Consultant must maintain OSM support, including required patching and security updates, which will be provided promptly after release. Consultant must not use any materials allowing 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."
- c. **Developed Intellectual Property:** With regards to any Intellectual Property specifically developed for the County by Consultant under the terms of this Agreement, Consultant hereby irrevocably and unconditionally assigns, transfers, and conveys to the County, without further consideration, all of its right, title, and interest in such Developed Intellectual Property. This transfer will take place immediately upon the creation and completion of such works without need for further documentation or action on the part of the Parties. Consultant 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 Intellectual Property.
- d. **Software Licenses:** This Agreement contains all terms and conditions relating to any and all licenses in Consultant-Provided Software and Consultant Intellectual Property. Except as explicitly set forth elsewhere in this Agreement, all licenses that Consultant grants in Consultant-Provided Software include: (a) the right of use by Third Party Consultant for

the benefit of the County, (b) the right to make backup copies, and (c) the right to reasonably approve the procedures by which Consultant may audit the use of license entitlements.

- e. **County Intellectual Property:** Consultant acknowledges that County retains all right, title and interest in and to all County IP. Consultant will not be permitted to use any County IP for the benefit of any entities other than the County. Upon expiration or termination of this Agreement, Consultant must cease all use of County IP and must return to the County all County IP.
- f. **Residual Knowledge:** Consultant acknowledges that nothing contained in this Agreement restricts either Party from the use of 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 III relating to confidentiality and non-disclosure, and (c) such use does not infringe the Intellectual Property rights of other parties who have licensed or provided materials to the other. Except for the license rights contained in this Section VII, neither this Agreement nor any disclosure made hereunder grants any license to either Party under any Intellectual Property rights of the other.
- g. **Export Laws:** Consultant will comply with all laws governing the export of intellectual property, including the Export Administration Regulations, 15 CFR 730, et seq.

VIII. Other Provisions

- a. **Processing by an AI System:** To the extent that the Software and/or Services allow for County Data to be processed by an AI System, any Input Data that is entered into the AI System by County will be considered County Data, and County will have the same right to use and display any Output Data that has been generated in response to the Input Data entered into the AI System by the County. Consultant remains the owner of all Evolution Data, but only to the extent that it can establish that the Evolution Data does not contain any Personally Identifiable Information or County Confidential Information.
- b. **Accessibility Requirements under the Americans with Disabilities Act:** If this contract includes information technology systems that are required by federal law to be "accessible," consultant must sign an Americans with Disabilities Act (ADA) Accessibility Addendum. See Americans with Disabilities Act – Cook County Accessibility Requirements Exhibit, attached hereto and incorporated by this reference, which further describes Consultant's accessibility obligations and must be submitted to the County to reflect compliance. Except as specifically set forth in Exhibit XXX, Consultant acknowledges the County is relying upon Contractor to ensure compliance with Title II of the Americans with Disabilities Act (ADA), its implementing regulations adopted by the federal government, and the accessibility standards set forth in the Web Content Accessibility Guidelines (WCAG) 2.1, level AA published by the World Wide Web Consortium (W3C).
- c. **Removal of Consultant Materials:** Consultant is responsible, at its own expense, for de-installation and removal of any equipment, software, or hardware, owned, licensed, or leased by Consultant, and provided to the County, to facilitate the provision of Services under this Agreement, and that is not being transferred to the County under the Agreement. Consultant shall comply with all reasonable County requests and procedures

related to the deinstallation and removal, and agrees to do so in a manner that minimizes adverse impact or working disruptions to the County or its employees.

- d. **Resources Necessary for Services.** Except as set forth in this Agreement, Consultant will provide and is financially responsible for all equipment, Software, and other resources needed to perform the Services in accordance with the Agreement. Consultant agrees that it keep all required equipment, Software, and other resources functional.
- e. **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 Consultant to perform the Services. Consultant is responsible for obtaining all Required Consents relating to this Agreement. The County will cooperate with Consultant and provide Consultant such assistance in this regard as the Consultant may reasonably request.
- f. **Updates.** Consultant must provide to the County, without charge, the timely application of any upgrades to software required for Services that are available to third parties. Software upgrades must include, but not be limited to, new version releases and operating system patching, as well as bug fixes and other security-related updates.
- g. **No Click-Wrap or Incorporated Terms.** The County is not bound by any content on Consultant's website, including any click-wrap, cookies consents, or other similar document.
- h. **Resale of Equipment and Software.** If Consultant resells to the County any equipment or Software that Consultant purchases from a Third Party, Consultant, 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 Consultant from its warranty obligations set forth in this Agreement.
- i. **Warranty for Developed Software:** Consultant represents and warrants that all developed software will be free from material errors in operation and will comply with the applicable documentation and specifications in all material respects for twelve (12) months after the installation, testing, and acceptance of such developed software by the County. Any repairs to developed software pursuant to this Section will receive a new twelve (12) month warranty period.

IX. Intentionally Omitted.

X. Limitation of Liability Exceptions: Any limitation of liability contained in the Underlying Contract does not apply to:

- a. Intentionally Omitted;
- b. Intentionally Omitted;
- c. Intentionally Omitted; or
- d. losses caused by the gross negligence or willful misconduct of Consultant.

XI. Enforceability: If any provision of this Agreement is deemed invalid or unenforceable, the Agreement will be amended to the minimum extent necessary to achieve, to the maximum extent possible, the same legal and commercial effect originally intended by the parties. To the extent

permitted by applicable law, the parties waive any provision of law that would render any clause of this Agreement prohibited or unenforceable in any respect.

- XII. **Survival:** This Data Security and Privacy Addendum shall survive for a period of ten (10) years from either (i) the expiration or termination of the Agreement, or (ii) the return and certified secure destruction of County Data.
- XIII. **No Limitation.** The rights and obligations set forth in these IT and Data Special Conditions exhibit do not limit the rights and obligations set forth in any Articles of the Professional Services Agreement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/22/2025

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 2301 Sugar Bush Road, Suite 600 Raleigh NC 27612	CONTACT NAME:	
	PHONE (A/C, No, Ext): 919-782-1840 FAX (A/C, No):	
	E-MAIL ADDRESS: macertrequest@marshmma.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : ACE American Insurance Company	22667
	INSURER B : Axis Surplus Insurance Company	26620
	INSURER C : ACE Property & Casualty Insurance Co	20699
	INSURER D : Allied World Assurance Co (U.S.) Inc.	19489
	INSURER E : Berkley Assurance Company	39462
	INSURER F : Zurich American Insurance Company	16535

COVERAGES

CERTIFICATE NUMBER: 701477901

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ XCU included ☒ Contractual Tort GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y	Y	XSLG49371925	1/1/2026	1/1/2027	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	ISAH11381935	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B C	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0	Y	Y	P00100142892102 G49372462001	1/1/2026 1/1/2026	1/1/2027 1/1/2027	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 10,000,000 each occ \$ 10,000,000 agg
A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y N/A	WLRC72802688 SCFC7280269A	1/1/2026 1/1/2026	1/1/2027 1/1/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D F	Pollution/Professional Liability Excess Poll/Prof Liability Installation Floater			03149613 ECAB50310250126 CPP250991303	1/1/2026 1/1/2026 1/1/2026	1/1/2027 1/1/2027 1/1/2027	\$5,000,000/Occ & Agg \$5,000,000/Occ & Agg \$500,000 Prof Retro: 1/1/22 Stored Materials

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

***DBAs continued: Choice Security Services, LLC; Bevan Security Systems, Inc; Yarnell Electric, Inc; dba Yarnell Security System; AC Daughtry, Inc.; Crimpco Holdings, Inc.; Crimpco, LLC t/a Crime Prevention Company of America, Inc.; First Guard Security Solutions, LLC, First Guard LLC; WITNESS SECURITY SOLUTIONS, LLC, d/b/a WSS INTEGRATED TECHNOLOGIES; Gabba, LLC dba Invision Security Group;

Delmarva Time & Control, Inc

Workers Compensation includes Stop Gap Liability for WA, WY, OH and ND

Crime Policy Number: P00100062647505 06/09/2025-06/09/2026 Limit: \$3,000,000 Carrier: AXIS Insurance Company NAIC: 37273

Cyber Liability Policy Number: CYR108247668900 01/01/2026-01/01/2027 Limit: \$5,000,000 Carrier: Travelers Excess and Surplus Lines Co NAIC: 29696

Leased&Rented Equipment Policy Number: CPP250991303 01/01/2026-01/01/2027 Limit: \$500,000 maximum Carrier:F

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Cook County
161 N Clark Street
Chicago IL 60601

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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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Marsh & McLennan Agency LLC		NAMED INSURED Pye-Barker Fire & Safety, LLC dba B Safe, LLC, Ocean Security Systems, Inc.; Advent Security Corp; BH Security; BH Security Poweredby B-Safe; ***See below 109 Baltimore Ave Wilmington DE 19805
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Pollution is occurrence based. Professional liability is claims made. 1/1/22 Retro date
 SCFC7280269A is WI only.

*Only named insured on General liability and umbrella/excess tower

Cook County are included as Additional Insured under the General Liability and Automobile Liability with respect to work performed by the insured if required by written contract for the referenced job and/or contract. Ongoing & Completed Operations applies to the General Liability Policy. Coverage is on a Primary and Non-Contributory basis. A waiver of subrogation applies in favor of Cook County under the General Liability, Auto Liability, and Workers' Compensation if required by written contract. Subject to all policy terms, conditions, endorsements and exclusions, the Umbrella/Excess Liability follows the underlying liability coverage for coverages specified on the Umbrella policy schedule of underlying insurance. Per the cancellation clause contained in the policies noted on this certificate, the policy provisions include at least 30 days notice of cancellation except for non-payment of premium.

**ADDITIONAL INSURED –
DESIGNATED PERSONS OR ORGANIZATIONS**

Named Insured Pye-Barker Fire & Safety, LLC			Endorsement Number
Policy Symbol	Policy Number ISAH11381935	Policy Period 1/1/2026 to 1/1/2027	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM**

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss

- A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
1. You.
 2. Any of your "employees" or agents.
 3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.

Authorized Representative

NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSURED

Named Insured Pye-Barker Fire & Safety, LLC			Endorsement Number
Policy Symbol ISA	Policy Number H11381935	Policy Period 1/1/2026 to 1/1/2027	Effective Date of Endorsement 1/1/2026
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM**

Schedule

Organization Any additional insured with whom you have agreed to provide such Additional Insured Endorsement non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss.

(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to the Other Insurance Condition under General Conditions:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the Additional Insured.

Authorized Representative

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

Named Insured Pye-Barker Fire & Safety, LLC			Endorsement Number
Policy Symbol ISA	Policy Number H11381935	Policy Period 1/1/2026 to 1/1/2027	Effective Date of Endorsement 1/1/2026
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
AUTO DEALERS COVERAGE FORM**

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of the use of a covered auto. The waiver applies only to the person or organization shown in the SCHEDULE.

SCHEDULE

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

Authorized Representative

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

Named Insured Pye-Barker Fire & Safety, LLC			Endorsement Number
Policy Symbol XSL	Policy Number G49371925	Policy Period 01/01/2026 to 01/01/2027	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location and Description of Completed Operations
Any entity requiring additional insured status through the use of the 07/04 edition date of CG2037 or an equivalent form, pursuant to a written contract executed prior to the date of loss.	All locations where you perform work for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. **SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

Named Insured Pye-Barker Fire & Safety, LLC			Endorsement Number
Policy Symbol XSL	Policy Number G49371925	Policy Period 01/01/2026 to 01/01/2027	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location and Description of Completed Operations
Any entity requiring additional insured status through the use of the 10/01 edition date of CG2037 or an equivalent form, pursuant to a written contract executed prior to the date of loss.	All locations where you perform work for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. **SECTION II – WHO IS AN INSURED** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

Named Insured Pye-Barker Fire & Safety, LLC			Endorsement Number
Policy Symbol XSL	Policy Number G49371925	Policy Period 01/01/2026 to 01/01/2027	Effective Date of Endorsement 1/1/2026
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location and Description of Completed Operations
Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of a loss (04/13)	All locations where you perform work for such additional insured pursuant to any such written contact
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. **SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

ADDITIONAL INSURED - VENDORS

Named Insured Pye-Barker Fire & Safety, LLC			Endorsement Number
Policy Symbol XSL	Policy Number GA4371925	Policy Period 1/1/2026 to 1/1/2027	Effective Date of Endorsement 1/1/2026
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Your Products:

Name of Person(s) or Organization(s) (Vendor):

- A. SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business.

However:

1. The insurance afforded to such vendor only applies to the extent permitted by law; and
2. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

- B. With respect to the insurance afforded to these vendors, the following additional exclusions apply:**

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However this exclusion does not apply to:
 - (1) The exceptions contained in Sub-paragraphs d. or f.; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- C. With respect to the insurance afforded to these vendors, the following is added to **SECTION III – LIMITS OF INSURANCE AND RETAINED LIMIT**:
- If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is the amount of insurance:
- 1. Required by the contract or agreement; or
 - 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.
- This endorsement shall not increase the Limits of Insurance shown in the Declarations.

Authorized Representative

NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSURED

Named Insured Pye-Barker Fire & Safety, LLC			Endorsement Number
Policy Symbol XSL	Policy Number G49371925	Policy Period 1/1/2026 to 1/1/2027	Effective Date of Endorsement 1/1/2026
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

Schedule

Organization

Additional Insured Endorsement

(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to Section IV.4:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss and is primary (subject to satisfaction of the "retained limit"), meaning that we will not seek contribution from the other insurance available to the Additional Insured. Your "retained limit" still applies to such loss, and we will only pay the Additional Insured for the "ultimate net loss" in excess of the "retained limit" shown in the Declarations of this policy.

Authorized Representative



WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Named Insured Pye-Barker Fire & Safety, LLC			Endorsement Number
Policy Symbol XSL	Policy Number G493771925	Policy Period 1/1/2026 to 1/1/2027	Effective Date of Endorsement 1/1/2026
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE Name of Person or Organization:

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this policy. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

All Other Terms And Conditions Remain Unchanged.

Authorized Representative



SCHEDULE OF FORMS & ENDORSEMENTS	
Policyholder Notices and Policy Forms	Form Number and Edition Date
PolicyHolder Notice	AXIS 105 0316
Service of Suit	AXIS 106 0415
Policyholder Notice - Economic And Trade Sanctions	AXIS 906 0316
Policyholder Disclosure - Notice of Terrorism Insurance Coverage - TRIA Declined	TRIA DECLINED DISCLOSURE 0115
AXIS Excess Insurance Policy	AXIS 1010402 0823
Endorsements	Form Number and Edition Date
Cross Suits Exclusion	AXIS 1010468 0417
Real & Personal Property Exclusion	AXIS 1010483 0417
Contractors Endorsement	AXIS 1010451 0619
Amendatory Endorsement - Non-Contributory Clause	AXIS 1010461 0417
Definitions Added Endorsement	AXIS 1010496 0617
Delete Specified Exclusions Endorsement	AXIS 1011065 1117
Cancellation And Nonrenewal Endorsement - Georgia	AXIS 801GA 0615

Workers' Compensation and Employers' Liability Policy

Named Insured Pye-Barker Fire & Safety, LLC	Endorsement Number Policy Number Symbol: WLR72802688 Number: Effective Date of Endorsement 1/1/2026
Policy Period 1/1/2026 TO 1/1/2027	
Issued By (Name of Insurance Company) ACE American Insurance Company	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

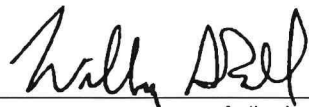
We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

For the states of CA, TX, refer to state specific endorsements.

This endorsement is not applicable in KY, NH, and NJ.



Authorized Agent

Workers' Compensation and Employers' Liability Policy

Named Insured Pye-Barker Fire & Safety, LLC	Endorsement Number Policy Number SCFC7280269A Symbol: Number: Effective Date of Endorsement 1/1/2026
Policy Period 1/1/2026 TO 1/1/2027	
Issued By (Name of Insurance Company) ACE American Insurance Company	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

For the states of CA, TX, refer to state specific endorsements.

This endorsement is not applicable in KY, NH, and NJ.



Authorized Agent



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/22/2025

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 2301 Sugar Bush Road, Suite 600 Raleigh NC 27612	CONTACT NAME:		
	PHONE (A/C, No, Ext): 919-782-1840	FAX (A/C, No):	
E-MAIL ADDRESS: macertrequest@marshmma.com			
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED Pye-Barker Fire & Safety, LLC dba B Safe, LLC, Ocean Security Systems, Inc.; Advent Security Corp; BH Security; BH Security Poweredby B-Safe; ***See below 109 Baltimore Ave Wilmington DE 19805	INSURER A: ACE American Insurance Company		22667
	INSURER B: Axis Surplus Insurance Company		26620
	INSURER C: ACE Property & Casualty Insurance Co		20699
	INSURER D: Allied World Assurance Co (U.S.) Inc.		19489
	INSURER E: Berkley Assurance Company		39462
	INSURER F: Zurich American Insurance Company		16535

COVERAGES**CERTIFICATE NUMBER:** 1782982725**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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ XCU included ☒ Contractual Tort GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y	Y	XSLG49371925	1/1/2026	1/1/2027	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	ISAH11381935	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B C	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0	Y	Y	P00100142892102 G49372462001	1/1/2026 1/1/2026	1/1/2027 1/1/2027	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 10,000,000 each occ \$10,000,000 agg
A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLRC72802688 SCFC7280269A	1/1/2026 1/1/2026	1/1/2027 1/1/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D E F	Pollution/Professional Liability Excess Poll/Prof Liability Installation Floater			03149613 ECAB50310250126 CPP250991303	1/1/2026 1/1/2026 1/1/2026	1/1/2027 1/1/2027 1/1/2027	\$5,000,000/Occ & Agg \$5,000,000/Occ & Agg \$500,000 Prof Retro: 1/1/22 Stored Materials

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

***DBAs continued: Choice Security Services, LLC; Bevan Security Systems, Inc; Yarnell Electric, Inc; dba Yarnell Security System; AC Daughtry, Inc.; Crimpco Holdings, Inc.; Crimpco, LLC t/a Crime Prevention Company of America, Inc.; First Guard Security Solutions, LLC, First Guard LLC; WITNESS SECURITY SOLUTIONS, LLC, d/b/a WSS INTEGRATED TECHNOLOGIES*; Gabba, LLC dba Invision Security Group;

Delmarva Time & Control, Inc

Workers Compensation includes Stop Gap Liability for WA, WY, OH and ND

Crime Policy Number: P00100062647505 06/09/2025-06/09/2026 Limit: \$3,000,000 Carrier: AXIS Insurance Company NAIC: 37273

Cyber Liability Policy Number: CYR108247668900 01/01/2026-01/01/2027 Limit: \$5,000,000 Carrier: Travelers Excess and Surplus Lines Co NAIC: 29696

Leased&Rented Equipment Policy Number: CPP250991303 01/01/2026-01/01/2027 Limit: \$500,000 maximum Carrier:F

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Clerk of the Circuit Court of Cook County
69 West Washington Street, Room 2500
Chicago, IL 60602

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

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Marsh & McLennan Agency LLC		NAMED INSURED Pye-Barker Fire & Safety, LLC dba B Safe, LLC, Ocean Security Systems, Inc.; Advent Security Corp; BH Security; BH Security Poweredby B-Safe; ***See below 109 Baltimore Ave Wilmington DE 19805	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Pollution is occurrence based. Professional liability is claims made. 1/1/22 Retro date
SCFC7280269A is WI only.

*Only named insured on General liability and umbrella/excess tower

Clerk of the Circuit Court of Cook County is included as Additional Insured under the General Liability for ongoing work and completed operations of the named insured for specifically referenced jobs if required by written contract. Clerk of the Circuit Court of Cook County is included as additional insured under Auto Liability if required by written contract but only for damages to which this insurance applies and only to the extent the certificate holder qualifies as an insured per policy provisions. Subject to all policy terms, conditions, endorsements and exclusions, the Umbrella/Excess Liability follows the underlying liability coverage for coverages specified on the Umbrella policy schedule of underlying insurance.

**ADDITIONAL INSURED –
DESIGNATED PERSONS OR ORGANIZATIONS**

Named Insured Pye-Barker Fire & Safety, LLC			Endorsement Number
Policy Symbol	Policy Number ISAH11381935	Policy Period 1/1/2026 to 1/1/2027	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM**

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss

- A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
1. You.
 2. Any of your "employees" or agents.
 3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.

Authorized Representative

NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSURED

Named Insured Pye-Barker Fire & Safety, LLC			Endorsement Number
Policy Symbol ISA	Policy Number H11381935	Policy Period 1/1/2026 to 1/1/2027	Effective Date of Endorsement 1/1/2026
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM**

Schedule

Organization Any additional insured with whom you have agreed to provide such Additional Insured Endorsement non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss.

(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to the Other Insurance Condition under General Conditions:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the Additional Insured.

Authorized Representative

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

Named Insured Pye-Barker Fire & Safety, LLC			Endorsement Number
Policy Symbol ISA	Policy Number H11381935	Policy Period 1/1/2026 to 1/1/2027	Effective Date of Endorsement 1/1/2026
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
AUTO DEALERS COVERAGE FORM**

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of the use of a covered auto. The waiver applies only to the person or organization shown in the SCHEDULE.

SCHEDULE

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

Authorized Representative



WORKERS' COMPENSATION AND SIMILAR LAWS

arising, directly or indirectly, out of any obligation(s) under any workers' compensation, disability benefits or unemployment compensation laws or any similar laws.

WHO IS AN INSURED

Each of the following is an insured under this policy:

1. any **Named Insured**.
2. any other person or organization qualifying as an insured in the **followed policy**, but not beyond the extent of any limitation imposed under any **Underlying Insurance**.

LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay, regardless of the number of:
 - a. Insureds;
 - b. claims made or **suits** brought; or
 - c. persons or organizations making claims or bringing **suits**.
2. If there is a limit stated in the Declarations for the General Aggregate Limit (Other than Products-Completed Operations), that amount is the most that we will pay for all **loss** under this insurance, except for **loss** arising out of the products-completed operations hazard. The General Aggregate Limit also does not apply to any coverage under this policy for automobile liability.
3. If there is a limit stated in the Declarations for the Products-Completed Operations Aggregate Limit, that amount is the most that we will pay under this insurance for injury or damage included in the products-completed operations hazard.
4. If there is a limit stated in the Declarations for the Combined Aggregate Limit, that amount is the most we will pay under this insurance for all coverages, except that this Combined Aggregate Limit does not apply to any coverage under this policy for automobile liability.
5. If there is a limit stated in the Declarations for the Total Aggregate Limit, that amount is the most we will pay under this insurance for all coverages.
6. Subject to Paragraphs 2., 3., 4. and 5. above, the Each Occurrence Limit stated in the Declarations is the most we will pay for **loss** arising out of one **event**.
7. If the applicable Limits of Insurance of the **underlying limits** are reduced or exhausted by payments of **loss**, unless otherwise specified by this policy, the Limits of Insurance of this policy will;
 - a. in the event of reduction, apply in excess of such reduced limits; and
 - b. in the event of exhaustion, continue in force as underlying insurance.



At the close of each audit period, we will compute the earned premium. If the earned premium is greater than the deposit premium stated on the Declarations, the **First Named Insured** must, upon notice from us, immediately send us the difference. Subject to the earned premium, if the minimum premium is less than the deposit premium, we will return the excess premium to the **First Named Insured**. However, if the earned premium is less than the minimum premium stated on the Declarations, we will not return any premium.

In the event of mid-term cancellation, we will retain the applicable pro rata or short rate earned premium and will return the difference between the earned premium and the deposit premium.

However, in no event shall we retain less than the minimum earned premium as calculated by the minimum earned premium percentage set forth in the Declarations.

REPRESENTATIONS OR FRAUD

By accepting this policy, the **Named Insured** agrees;

- a. the statements in the Application are accurate and complete;
- b. those statements are based upon representations the **Named Insured** made to us;
- c. we have issued this policy in reliance upon the **Named Insured's** representations; and
- d. this policy is void in any case of intentional fraud by the **Named Insured** as it relates to this policy or any claim or **suit** under this policy.

SUBLIMITED UNDERLYING INSURANCE

Unless a sublimit is specifically included within the Schedule of Underlying Insurance for this Policy, this Policy shall not apply in excess of any coverage that imposes a sublimit of insurance specified in the **underlying insurance**. Any **loss** related to any sublimited coverage excluded by this policy, but provided by any **underlying insurance**, shall not be recognized by this policy as eroding or exhausting the limits of the **underlying insurance**.

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If the Insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The Insured must do nothing after loss to impair them. At our request, the Insured will bring **suit** or transfer those rights to us to help us enforce them. We will waive these rights to recover only if and to the extent such rights are waived by the insurers of any **underlying insurance**.

UNDISCLOSED BROADENING OF OR MATERIAL CHANGE TO UNDERLYING INSURANCE

Unless previously disclosed, understood and accepted by us, this policy will not recognize any broadening of or material change in structure to any **underlying insurance** that occurs after the date that this excess coverage was requested to be bound by us. Failure to notify us of such changes will not invalidate this policy, but any **loss** or **claim expenses** related to any undisclosed broadening of any **underlying insurance** or any material change in terms, conditions or structure to the **underlying insurance** shall not be recognized by this policy and we will not be responsible or liable for any **loss** or **claim expenses** associated with such changes. It shall be the Insured's sole responsibility to fund or self-insure any gaps in coverage created by such previously undisclosed changes to any **underlying insurance**.

As stated in our Insuring Agreement, this policy will follow any and all exclusions or restrictions to coverage included within any layer of **underlying insurance** regardless of when such exclusions or restrictions were put into effect, and regardless of whether such exclusions or restrictions to coverage were disclosed to us.