



**PUBLIC BUILDING COMMISSION STANDARD TERMS AND CONDITIONS  
PROFESSIONAL SERVICES AGREEMENT-Services Less Than \$25,000  
PBC Project Status Reporting System Support- PS 2044**

This Contract is made and is dated November 6, 2014 by and between:

**PBC:** Public Building Commission of Chicago  
50 West Washington  
Chicago, Illinois 60602 ("PBC") and

**Consultant:** **Global Innovative Solutions**  
445 W. Erie Street, Suite 5B  
Chicago, IL 60610

**For the Services of:** Description of Services attached hereto as Exhibit A.

**In the Not to Exceed amount of:**  
**\$25,000.**

**Project:** Project Status Reporting System Support – Program - Wide

**PUBLIC BUILDING COMMISSION OF CHICAGO**

**By:**   
Erin Lavin Cabonargi

**Title:** Executive Director

**Date:** 11/20/14

**Consultant: Global Innovative Solutions**

**By:** 

**Title:** President

**Date:** 11/18/2014

**1. Performance Standard.** The Consultant represents and agrees that the Services performed under this Contract will proceed with efficiency, promptness and diligence and will be executed in a competent and thorough manner, in accordance with reasonable professional standards in the field. Consultant shall promptly provide notice to the PBC if it identifies any problem or issue that may affect the performance of its Services or the Project. The Consultant further represents that it will assign at all times during the performance of the Services the number of experienced, appropriately trained employees necessary for

the Consultant to perform the Services in the manner required by the Contract.

**2. Failure to Meet Performance Standards.** If the Consultant fails to comply with its obligations under the standards of this Contract, the Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure.

**3. Compliance with Laws.** In performing under this Contract, all applicable federal, state and local governmental laws, regulations, orders, and other rules of duly constituted authority will be followed and complied with in all respects by the Consultant.

**4. Time Is Of The Essence.** Time is of the essence for this Contract.

**5. Invoices.** Once each month, the Consultant will submit an invoice to the PBC for Services performed during the preceding month. Each invoice must include the Contract and be supported with such reasonable details and data as the PBC may require.

**6. Compensation of Consultant.** The Commission shall pay the Consultant a **Lump Sum** and Expenses, which are approved prior to being incurred, as set forth in Exhibit B. PBC will process payments within thirty (30) days of receiving an acceptable invoice from the Consultant. The PBC's payment for the Services shall not constitute acceptance of the Services or a waiver by the PBC of any term or condition of this Contract.

**7. No Waivers.** Any failure by the PBC to enforce any provision of this Contract shall not constitute a waiver of the provision or prejudice the right of the PBC to enforce the provision at any subsequent time.

**8. Indemnity.** The Consultant shall defend, indemnify and hold the PBC the Board of Education of the City of Chicago and the City of Chicago and its commissioners, officers, agents, officials, and employees "the Parties" harmless against any and all claims, demands, suits, losses, costs and expenses (including but not limited to attorney's fees) for personal injury and property damage, arising out of or in connection with the Services provided by Consultant, or any person employed by Consultant, to the maximum extent permitted by law. The Consultant's obligation to defend, indemnify and hold the Parties harmless shall survive the expiration, termination or cancellation of this Contract and shall include the payment

**PUBLIC BUILDING COMMISSION STANDARD TERMS AND CONDITIONS**  
**PROFESSIONAL SERVICES AGREEMENT-Services Less Than \$25,000**  
**PBC Project Status Reporting System Support- PS 2044**

of any and all attorneys' fees and costs incurred by the Parties in defending any such claim.

**9. Taxes.** PBC is exempt from the payment of (1) Retailers' Occupation Tax, (2) the Service Occupation Tax (state and local), (3) Use taxes; and (4) federal excise taxes. The PBC will deduct any such taxes the Consultant includes in this Contract. The PBC's Illinois Department of Revenue tax exemption number is E9978-1506-05.

**10. Insurance.** The Consultant shall procure and maintain at all times, at Consultant's expense, workers compensation, comprehensive general liability, professional liability and automobile liability insurance, in amounts specified by the PBC, as set forth in Exhibit C, and which name the Parties as an additional insured on a primary, non-contributory basis.

**11. Independent Contractor.** In performing the Services under this Contract, Consultant shall at all times be an independent contractor, and does not and must not act or represent itself as an agent or employee of the PBC.

**12. Changes to the Services.** The PBC may from time to time request changes to the Services or the terms of this Contract. Such changes, including any increase or decrease in the amount of compensation and revisions to the duration of the Services, which are mutually agreed upon by and between the PBC and Consultant, shall be incorporated in a written amendment to this Contract. The PBC shall not be liable for any changes absent such written amendment.

**13. Ownership of Documents.** All documents, data, studies and reports prepared by the Consultant or any party engaged by the Consultant, pertaining to the Project and/or the Services shall be the property of the PBC including copyrights.

**14. Confidentiality.** All of the reports, information, or data prepared or assembled by the Consultant under this Contract are confidential, and the Consultant agrees that such reports, information or data shall not be made available to any party without the prior written approval of the PBC. In addition, the Consultant shall not, without the prior written consent of the PBC, prepare or distribute any news releases, articles, brochures, advertisements or other materials concerning this Contract, the Project or the Services.

**15. Termination.** The PBC reserves the right to

terminate this Contract at any time by providing written Notice to the Consultant.

**16. Notices.** All notices and other communications required under this Contract must be given in writing by personal delivery, United States mail, or registered mail, addressed to the respective parties at the addresses indicated above.

**17. Remedies.** The remedies reserved in this Contract are cumulative and in addition to any other remedies provided in law or equity.

**18. Governing Law.** The laws of the State of Illinois shall govern this Contract.

**19. Choice of Forum.** Any suit regarding this Contract or breach of any of the terms hereof shall be brought only in courts located in Chicago, Illinois; and the parties consent to the jurisdiction of the courts located in Chicago, Illinois.

**20. Non-assignment.** The Consultant shall not delegate or assign any rights or claims under this Contract, or for breach thereof, without prior written consent of the PBC, and any such attempted delegation or assignment shall be void.

**21. Headings.** Headings used in this Contract are for convenience and reference only and shall not affect the interpretation of this Contract.

**22. Partial Invalidity.** If any provision of this Contract is or becomes void or unenforceable for any reason, the other provisions will remain valid and enforceable.

**23. Amendments.** Oral statements and understandings are not valid or binding, and this Contract may not be changed or amended except by a written amendment signed by both parties.

**24. Binding Effect.** This Contract shall be binding upon the parties hereto and their respective permitted successors and assignees

**25. Entire Agreement.** This Contract, and its accompanying exhibits, constitutes the entire understanding and agreement between the parties hereto and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof, all of which communications

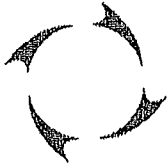
**PUBLIC BUILDING COMMISSION STANDARD TERMS AND CONDITIONS  
PROFESSIONAL SERVICES AGREEMENT-Services Less Than \$25,000  
PBC Project Status Reporting System Support- PS 2044**

**EXHIBIT A  
DESCRIPTION OF SERVICES**

Consultant Services includes but limited to the following services

Global Innovative Solutions (GIS) will provide routine maintenance and support for the Project Status Reporting System for a period of twelve months. Services provided will include: 1). monthly review of system to ensure the database is optimized running and properly tuned; 2) technical support for all users of the system; 3) respond to any issue requiring developer support within 24 hours, Monday through Friday a).diagnosis of problems or performance deficiencies of the Software; b) resolution of a problem or performance deficiencies of the Software and 4). minor changes to the system such as changes to existing reports, and small changes to the functionality of the system as determined by GIS that can be provided under the current support budget.

**Commission Representative: Paul Spieles**



# Global Innovative Solutions

www.gisolutions.us

445 W. Erie St, Ste 5B, Chicago, IL 60610, P: (866) 404-6119; F: (866) 397-3931; E: [jday@gisolutions.us](mailto:jday@gisolutions.us)

09/29/2014

## PBC Project Status Reporting System Support

The following is a proposal to support the ongoing use of the Project Status Reporting at PBC.

Global Innovative Solutions (GIS) will provide routine maintenance and support for the Project Status Reporting System for a period of twelve months to begin on the execution date of the contract. Services to be provided to include:

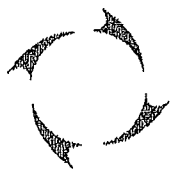
- 1) Monthly review of system to ensure the database is optimized running and properly tuned.
- 2) Technical support for all users of the system
- 3) Response to any issue requiring developer support within 24 hours, Monday - Friday.
  - a) diagnosis of problems or performance deficiencies of the Software
  - b) resolution of a problem or performance deficiencies of the Software
- 4) Minor changes to the system such as changes to existing reports, and small changes to the functionality of the system as determined by GIS that can be provided under the current support budget.

Annual support will be billed quarterly at the beginning of each quarter.

Description	Amount
Project Status Report System Annual Support	\$8,000
<b>Annual Maintenance Costs</b>	<b>\$ 8,000.00</b>

Please direct any questions or concerns to:

Joseph Day  
President  
Global Innovative Solutions  
(312) 566-7329  
[jday@gisolutions.us](mailto:jday@gisolutions.us)



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## Proposal: PBC Project Management Application Changes

Description		Amount
1) P6 Data Sync Issue After Upgrade**	24@60 5@120	\$1,440 \$600
2) Archive button is displayed and immediately disappears	8@60 2@120	\$480 \$240
3) Approval workflow always shows up as being in step 2	16@60 3@120	\$960 \$360
4) The budget details are currently read only as they are sent over as data extract, would like to be able to override this item	24@60 6@120	\$1,440 \$720
5) Modify Internal Monthly Report to look similar to the external report (see following pages)	16@60 4@120	\$960 \$480
6) Modify forms to show only the items that are currently used in the system today per the mockup sent (see following pages)	40@60 8@120	\$2,400 \$960
7) Fix email alert issue	4@60 1@120	\$240 \$120
8) Manager Can Edit Data in project. Create monthly override tables Log changes whenever manager overrides the PM's information	20@60 4@120	\$1,200 \$480
9) Auto Archive Monthly Report if it has not been update 1 day prior to next report date	4@60 1@120	\$240 \$120
<b>Total</b>		<b>\$13,440</b>

\*\* The assumption is that PBC personnel will assist in the process by pulling applicable report data from the front end of P6 for comparison purposes.

This quote is valid until 10/28/2014

## Screenshots for Item #6

### Monthly Report Form – redline

1. Project Summary Tab should be the only tab visible to PMs and Approvers.
2. Percent Complete and Status report fields currently exist on Planning, Design and Construction tabs. The final Report PDF pulls the two fields from whichever phase is selected in the Active Project Phases section of the administration. This complexity isn't needed, just one field for percent complete and one field for status report is sufficient.

### Project Summary Tab

Project Summary		Planning	Design	Construction	JOC	Diversity
<b>General Information</b>						
Project Name:	Sample	Project Number:	12345			
Project Description:						
Last Updated:	06/29/2014	Project Manager:				
Project Type:		Location:				
City:		Ward & Alderman:				
County Board District & Commissioner:		Community Area & Area Name:				
IL Rep & District:		Phase:				
IL Senator & District:						
<b>PBC Staffing</b>						
Planning Project Manager:		Design Project Manager:				
Construction Project Manager:		Assistant Project Manager:				
Document Controls Administrator:						
<b>Photos</b>						
Photo 1:	<input type="button" value="Browse"/> No file selected.	Photo 2:	<input type="button" value="Browse"/> No file selected.			
	<input type="button" value="Upload"/>		<input type="button" value="Upload"/>			
<b>Project Schedules</b>						
Land Acquisition Start:		Land Acquisition Finish:				
Land Acquisition Status:		Demolition Start:				
Demolition Finish:		Demolition Status:				
PROW Amendments Start:		PROW Amendments Finish:				
PROW Amendments Status:		Site Preparation Start:				
Site Preparation Finish:		Site Preparation Status:				
Design Start:		Design Finish:				
Design Status:		Bid and Award Start:				
Bid and Award Finish:		Bid and Award Status:				
Construction Start:		Construction Finish:				
Construction Status:		Facility Opening Start:				
Facility Opening Status:						



# Screenshots for Item #6

## PLANNING TAB



Project Summary: [illegible] [illegible] [illegible] [illegible] [illegible]

Activity	Duration	Start	End	Resources	Cost
Project Summary	10				
Activity 1	10				
Activity 2	10				
Activity 3	10				
Activity 4	10				
Activity 5	10				
Activity 6	10				
Activity 7	10				
Activity 8	10				
Activity 9	10				
Activity 10	10				
Activity 11	10				
Activity 12	10				
Activity 13	10				
Activity 14	10				
Activity 15	10				
Activity 16	10				
Activity 17	10				
Activity 18	10				
Activity 19	10				
Activity 20	10				

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Screenshots for Item #6

DESIGN TAB

Move to Project Summary tab

Project Summary - Overview - Position - Construction - 1/20/2014

Category	Subject of Record Control No.
General Information	
Project Design	
Site Preparation	
Site Preparation - Utilities/Chw	
Site Preparation - Erosion	
Site Preparation - Right of Way/Construction	
Utility Construction	
Water Construction	
Roofing/Exterior Work	
Interior Work	
Environmental	
Other Notes	

Project Data/Notes

Construction:

Work Restored Current No.:

Work Disposed/Removed No.:

Station Report

**Screenshots for Item #6**

**CONSTRUCTION TAB**

Project Summary | Planning | Design | Construction | O&M | Archived

General Contractor Contract No.

General Information

General Contribution Budget/Cost

Statistics Information

Information

Location

Status

Status Dates

Work Performed Current Month

Work Planned Next Month

Status Legend

**IOC TAB**

Project Summary | Planning | Design | Construction | O&M | Archived

<input checked="" type="checkbox"/> IOC Construction	<input checked="" type="checkbox"/> IOC Contractual
<input checked="" type="checkbox"/> Issue Abandonment SOW/RFI	<input checked="" type="checkbox"/> Issue Abandonment SOW/RFI
<input checked="" type="checkbox"/> Abandonment Contract	<input checked="" type="checkbox"/> Issue Planning & Sargent SOW/RFI
<input checked="" type="checkbox"/> Issue Construction SOW/RFI	<input checked="" type="checkbox"/> Site Prep SOW/RFI
<input checked="" type="checkbox"/> Working Permit	



**Screenshots for Item #5**

**Jones College Prep HS Interior and Exterior Renovation, MEP and Roof Replacement**



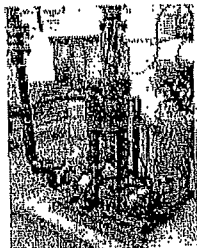
Last Updated: July 31, 2014  
 Address: Existing  
 Location: 609 S. State St.  
 Ward & Alderman: 02 - Robert Flowers  
 IL Reg. & District: 00 - Estor Coker  
 IL Senator & District: 03 - Middle Hunter

Project Number: 05207

County Board District & Commissioner: Robert Single, 2nd District  
 Community Area & Area Manager: Loop  
 City: Chicago

**Project Description**

This project will include renovation work to the existing William Jones College Prep High School. Phase I of the renovation is Summer 2014. The scope of work includes a permanent canopy link to the new William Jones College Prep High School, architectural interior program renovations include a fitness center, locker room, multi-purpose room, student learning center, and art room. Exterior renovation includes roof replacement for buildings A and B, and exterior facade repairs. Phase II of the renovation includes cooling plant upgrades to Building A and building C architectural renovations and mechanical upgrades.



*Example*  
 This project has all the same participants except General Construction was awarded in 2 Phases to 2 General Contractors.

Project Participants  
 Project Manager:  
 Architect of Record:  
 General Contractor:

Mark Lindstrom  
 Paulino & Viti  
 Phase I: PSI Partners, GM Patisson  
 Phase II: Prudler

**PM Status Report**

Phase: Construction

Phase Percent Complete Phase I - 88% / Phase II - 87%

Phase I Final punch list work has been completed. ACP to contractor.  
 Phase II Commissioning has begun.

*each GC phase*

*✓ each phase held*

**Project Schedule**

*had own project phase.*

*own percent complete*

Project Milestone	Start Date	End Date	Status
Land Acquisition:			
Demolition:			
Public Right of Way Arrangements:			
Site Preparation:			
Design:			
Bid and Award:			Complete
Construction:			Project Completion Aug 2014 (Phase II)
Facility Opening:			N/A

*each phase had own schedule. (Note that schedule information missing here because of FO issues)*

07/21

## Screenshots for Item #5

### Chicago Vocational Career Academy (CVCA)



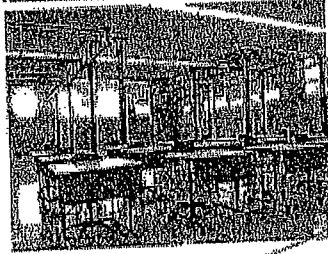
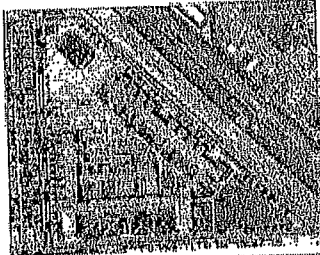
**Last Updated:** August 31, 2014  
**Address:** Edsberg  
**Location:** 2140 S. 87th Street  
**Ward & Alderman:** 09 - Michelle Harris  
**IL Rep & District:** 33 - Marcus C. Evans, Jr.  
**IL Senator & District:** 17 - Dewane B. Trotter

**Project Number:** 00020

**County Board District & Commissioner:** Jerry Butler, 3rd District  
**Community Area & Area Name:** Archer Park  
**City:** Chicago

**Project Description**

The Project implements the redevelopment of the existing Chicago Vocational Career Academy (CVCA) school and will consist of the renovation and modernization of the existing facility, interior renovations of the built 1940s existing facility, MEP upgrades including to the central plant, exterior facade repairs, roof replacements, landscaping, right-of-way improvements, along with site development with reeducation work. Program renovations will be provided in support of STEM (Science, Technology, Engineering, and Math) and Career-to-Education (OTE) programs (Nursing, Culinary, Cosmetology, Carpentry, Allied Health and Horticulture). The development includes environmental site assessment, soil and landscape work.



Similar issue here as on Jones college pep, though we have modified the schedule w/ an exact mock-up

**Project Participants**  
**Project Manager:**  
**Architect of Record:**  
**General Contractor:**

**James Holland**  
**DLE Group**  
**John Venture (Phase II)**

There will be a Phase II  
 08%

**PM Status Report**      **Phase: Construction**      **Phase Percent Complete**  
 Milestones #1 completion achieved, Block removal for structural investigation ongoing; structural steel replacement ongoing; P&MS activities; BAS controls rough-in; Exterior Concrete forms, installation and replacement is ongoing. Architectural finishes include: masonry work, parapets, structural repairs, Permanent roofing ongoing, Major MEP equipment delivered and install is ending.

**Project Schedule**

Activity	Start Date (Phase I)	End Date (Phase I)	Start Date (Phase II)	End Date (Phase II)	Status
Project Milestones					NA
Final Inspection					NA
Demolition					NA
Foundation & Lower Structure					NA
Site Preparation					NA
Design	07/26/2014	08/22/2014	08/22/2014	11/12/2014	Phase I - Complete Phase II - Underway
Structural Steel	08/22/2014	01/12/2015	12/18/2014	10/08/2015	Phase I - Underway Phase II - Proposed
Construction	08/22/2014	08/22/2014	01/12/2015	09/18/2015	Phase I - Interior Program Installation Complete Phase II - Reserve Construction Program Phase II - Proposed
Facility Operation					

## Screenshots for Item #5

### Chinatown Branch Library



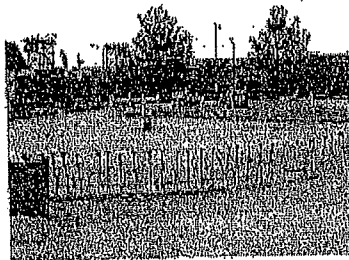
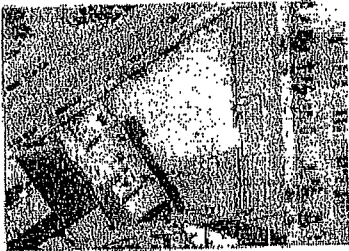
**Last Updated:** July 31, 2014  
**Address:** N/A  
**Location:** 2100 S. Wentworth Ave.  
**Word & Address:** 25 - Daniel S. Bufe  
**L. Rep. & District:** 02 - Edward J. Acasvech  
**L. Senator & District:** 04 - Antonio Kludsz

**Project Number:** 00460

**County Board District & Commissioner:** Robert Steele, 2nd District  
**Community Area & Area Name:** Armour Square  
**City:** Chicago

**Project Description**

The new Chinatown Branch Library will be located on property at the southeast corner of the Wentworth and Archer intersection. The site, once acquired, will enable CPL and PBC to replace the existing branch library with a new facility that will serve as a gateway to Chinatown. The new branch will be approximately 18-18,000 square feet and will include community branch program elements such as designated spaces for adults, children and teens, community rooms, meeting spaces, enhanced collection spaces, free Wi-Fi and expanded technology. It will also include energy efficient building systems that contribute to a building which will be pursuing LEED Certification.



*These values are linked from CRM. I would prefer that administrator have ability to hard enter so here*  
**Budget Summary** - *are no issues*  
**Total PBC Project Budget** *IF projects have* \$19,100,000.00  
**Construction Value:** *different cost* \$14,000,000.00  
**MBE Construction Value:** *code 1* \$1,806,125.00  
**WBE Construction Value:** *source delta*

**Project Participants**  
**Project Manager:** Ryan Fortini  
**Architect of Record:** WSPi / SOM (Design Builder)  
**General Contractor:** WSPi / SOM (Design Builder)

**PM Status Report**      **Phase:** Construction      **Phase Percent Complete:** 10%  
 Preparation work is complete including all foundation backfill. The storm sewer installation is in progress. The site is being graded in preparation for steel deck installation.

**Project Schedule**

Project Milestone	Start Date	End Date	Status
Land Acquisition:			NA
Design:			NA
Public Right of Way Assessment:			NA
Site Preparation:			NA
Design:			NA
Bid and Award:	02/1/13	08/21/13	Complete
Construction:	01/28/14 (RTE)	June 2015	Underway (Projected)
Facility Opening:	TBD		Summer 2016 (Projected)

*PBC utilizes many different delivery methods other than AIA/SC, including JOC, Design Builder, and Construction Manager. It would be helpful for the Project Participants to be a drop down menu.*

# Screenshots for Item #5

## Bell Elementary School Addition



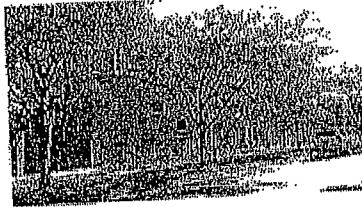
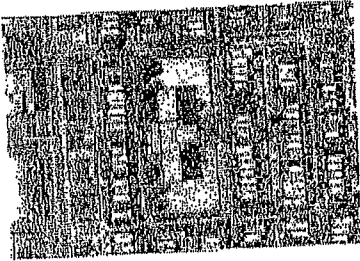
Last Updated: August 31, 2014  
 Address: Existing  
 Location: 3730 North Oakley Avenue  
 Ward & Alderman: 47 - Annyta Parker  
 U. Rep & District: 37 - Ann M. Williams  
 R. Senator & District: 08 - John J. Galligan

Project Number: 03530

County Board District & Commissioner: John A. Filchey, 12th District  
 Community Area & Area Name: North Center  
 City: Chicago

**Project Description**

This project consists of a new addition on the south side of the existing school and a partial renovation on the interior of the existing 1900's building. The addition is a multi-story steel frame with masonry and curtain wall exterior walls. The addition includes a new kitchen, kitchen and dining space on the first floor and new science lab, art room, and music rooms above.



Project Participants  
 Project Manager:  
 Architect of Record:  
 General Contractor

*Can PM or Administrator be responsible for adding these status team events in the database and not part of PC?*  
 Andy Horn  
 SHING-A  
 World Construction Services, Inc.

PM Status Report	Phase: Construction	Phase Percent Complete	00%
Progress list used for all milestones in progress and near complete. Construction for the new addition was performed the week of August 11-15, 2014. Renovation of existing hallways completed in preparation for 2014-2015 school year.			

Project Milestone	Start Date	End Date	Status
Land Acquisition			N/A
Permits			N/A
Public Right of Way Amendments			N/A
Site Preparation			Complete
Design	07/10/12	03/13/13	Complete
Bid and Award	03/28/13	02/14/14	Complete
Construction	03/17/14		80% March 2014, Interior Renovations August 2014
Facility Opening			

*We may run into this a lot in the future where projects have different completion milestones other than one substantial completion date. The ability to add comments is helpful.*





**EXHIBIT D - Affidavit of Professional Service Provider Regarding MBE/WBE Participation  
(2 of 2)**

**SUB-SUBCONTRACTING LEVELS**

0 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above.

If more than 10% of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The undersigned will enter into a formal agreement for the above work with the above-referenced MBE/WBE firms, conditioned upon performance as Professional Service Provider of a Contract with the Commission, and will do so within five (5) business days of receipt of a notice of Contract award from the Commission.

**By:**

Environmental Consulting Group, Inc.

Name of Professional Service Provider (Print)

8-14-2014

Date

630-607-0060

Phone

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone/FAX

  
Signature

David S. O'Dea

Name (Print)

Signature

Name (Print)

MBE \_\_\_\_\_ WBE \_\_\_\_\_ Non-MBE/WBE \_\_\_\_\_

**EXHIBIT B**  
**COMPENSATION OF THE CONSULTANT**

**B.1 CONSULTANT'S FEE**

- B.1.1 The Commission shall pay the Consultant for the satisfactory performance of the Services is a not to exceed **Fee of \$25,000** for all work included in Exhibit A. The Fee will, in the absence of a change in scope of the Project by the Commission or the issuance of Commission-originated amendment constitutes the Consultant's full fee for Services.
- B.1.2. Consultant's Fee will include profit, overhead, general conditions, materials, equipment, computers, vehicles, office labor, field labor, insurance, deliverables, and any other costs incurred in preparation and submittal of deliverables.

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**

**(INSURANCE REQUIREMENTS ATTACHED)**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/08/2014

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 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).


<b>PRODUCER</b>  <b>State Farm</b> DWAYNE JACKSON INS AGENCY INC. 1345 W TAYLOR ST CHICAGO IL 60607-4729	<b>CONTACT NAME:</b> DWAYNE JACKSON <b>PHONE (INC, HO, EXT):</b> 3124550675 <b>FAX (INC, HO):</b> 3124550429 <b>E-MAIL ADDRESS:</b> dwayne.jackson.gbp@statefarm.com
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> State Farm Fire and Casualty Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> GLOBAL INNOVATIVE SOLUTIONS INC 445 W ERIE ST BSMT 5B CHICAGO IL 60654-6923	

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

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

INSUR LTR	TYPE OF INSURANCE	ADDRESS (INSR, WVO)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	93-EM-C808-0	04/05/2014	04/05/2015	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 OTHER: \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> CED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ OTHER: \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Business Policy Premium - Annual Premium: \$475.00; Amount Paid: \$475.00; Date Paid: JUN-27-14; Billed To: INSURED

<b>CERTIFICATE HOLDER</b>  Additional Insured: Public Building Commission of Chicago 60 West Washington, Suite 200 Chicago, IL 60602	<b>CANCELLATION</b>  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 
---	--

COI - G15 - 2014/Network - 2014 0405

00000-01-14-05

Public Building Commission of Chicago	
Scanned <input type="checkbox"/>	File Original <input type="checkbox"/>
01 PBC:	Copy To:
02 PMO:	
03 UAP:	
04 PROJECT No:	
REC'D OCT 15 2014	
Authority 01-	
Controls 02-	
Procedure 03-	
Plan/Dsgn 04-	
Construct 05-	
FFE 06-	
Class/Out 07-	

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY  
INFORMATION PAGE - COVERAGE SUMMARY 04/10/2014**



01-3464-FBBA

POLICY NO. 93-C3-H601-2  
REPLACES NO. 93-CM-Y135-5

COVERAGE IS PROVIDED BY  
STATE FARM FIRE AND CASUALTY COMPANY  
2702 IRELAND GROVE RD, BLOOMINGTON IL 61709-0001

1. NAMED INSURED AND MAILING ADDRESS

GLOBAL INNOVATIVE  
SOLUTIONS INC  
445 WERIE ST BSMT 5B  
CHICAGO IL 60654-6923

NCCI CARRIER CODE NO. 14842  
FEIN 010717853  
LOCATION:  
445 WERIE ST BSMT 5B  
CHICAGO IL 60654-6923

INSURED IS A CORPORATION

COPYRIGHT 1987 NATIONAL COUNCIL ON COMPENSATION INSURANCE

2. THE POLICY PERIOD IS FROM 04/10/2014 TO 04/10/2015 12:01A.M. STANDARD TIME AT  
THE INSURED'S MAILING ADDRESS

3A. WORKERS COMPENSATION INSURANCE: PART ONE OF THE POLICY APPLIES TO THE  
WORKERS COMPENSATION LAW OF THE STATES LISTED HERE: IL

B. EMPLOYERS LIABILITY INSURANCE: PART TWO OF THE POLICY APPLIES TO  
WORK IN EACH STATE LISTED IN ITEM 3A. THE LIMITS OF OUR LIABILITY  
UNDER PART TWO ARE:

BODILY INJURY BY ACCIDENT	\$	100,000 EACH ACCIDENT
BODILY INJURY BY DISEASE	\$	100,000 EACH EMPLOYEE
BODILY INJURY BY DISEASE	\$	500,000 POLICY LIMIT

C. OTHER STATES INSURANCE: PART THREE OF THE POLICY APPLIES TO ALL STATES  
EXCEPT ME, MT, ND, OH, RI, WA, WV, WY AND STATES LISTED IN 3A.

D. THIS POLICY INCLUDES THESE ENDORSEMENTS & SCHEDULES: WC000000B WC000414 WC000421C  
WC000422A WC120601D WC120306A WC000308/0484 WC000114

4. THE PREMIUM FOR THIS POLICY WILL BE DETERMINED BY OUR MANUALS OF  
RULES, CLASSIFICATIONS, RATES AND RATING PLANS. ALL INFORMATION  
REQUIRED BELOW IS SUBJECT TO VERIFICATION AND CHANGE BY AUDIT.

CODE NOS. AND CLASSIFICATIONS	PREMIUM BASIS TO-TAL ESTIMATED AN-NUAL REMUNERATION	RATE/\$100 REMUNERA-TION	ESTIMATED ANNUAL PREMIUM
8810 COMPUTER SYSTEM DESIGNERS OR PROGRAMMERS: EXCLUSIVELY OFFICE	94,000	.21	197
PREMIUM ADJUSTMENT REQUIRED FOR MINIMUM PREMIUM	94,000	.05	53
TERRORISM 9740	94,000	.02	47
CATASTROPHE (OTHER THAN TERRORISM) 9741			19
MINIMUM PREMIUM \$250 ILLINOIS			
	TOTAL ESTIMATED ANNUAL PREMIUM		\$ 316
PREMIUM ADJUSTMENT PERIOD SHALL BE ANNUAL		DEPOSIT PREMIUM	\$ 316
		IL SURCHG	\$ 3.17

Prepared Oct 09 2014  
WC 00 00 01A  
JK

COUNTERSIGNED \_\_\_\_\_  
By \_\_\_\_\_ AGENT





STATE FARM FIRE AND CASUALTY COMPANY  
A STOCK COMPANY WITH HOME OFFICES IN BLOOMINGTON, ILLINOIS

2702 Ireland Grove Road  
Bloomington, IL 61709-0001

**DECLARATIONS**

Policy Number	93-EM-C808-0	
Replaces Number	93-CE-S755-7	
Policy Period	Effective Date	Expiration Date
12 Months	APR 5 2014	APR 5 2015
The policy period begins and ends at 12:01 am standard time at the premises location.		

F-01-3464-FBBA F Z

000043 3123

**Named Insured**

GLOBAL INNOVATIVE SOLUTIONS  
INC  
445 W ERIE ST BSMT 5B  
CHICAGO IL 60654-6923

**Agent and Mailing Address**  
DWAYNE JACKSON INS AGCY INC  
1345 W TAYLOR ST  
CHICAGO IL 60607-4729

PHONE: (312) 455-0675

**Office Policy**

**Automatic Renewal** - If the policy period is shown as 12 months, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Entity: Corporation

POLICY PREMIUM  
Minimum Premium

\$ 475.00

Discounts Applied:  
Renewal Year  
Years in Business  
Protective Devices  
Sprinkler  
Claim Record

Prepared  
JUN 27 2014  
CMP-4000

000340 290 1  
N 1R,D2,O4

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**DECLARATIONS (CONTINUED)**

Office Policy for **GLOBAL INNOVATIVE SOLUTIONS**  
 Policy Number **93-EM-C808-0**

**SECTION I - PROPERTY SCHEDULE**

Location Number	Location of Described Premises	Limit of Insurance* Coverage A - Buildings	Limit of Insurance* Coverage B - Business Personal Property	Seasonal Increase - Business Personal Property
001	445 W ERIE ST BSMT 5B CHICAGO IL 60654-6923	No Coverage	\$ 16,000	25%

\* As of the effective date of this policy, the Limit of Insurance as shown includes any increase in the limit due to Inflation Coverage.

**SECTION I - INFLATION COVERAGE INDEX(ES)**

Cov A - Inflation Coverage Index: N/A  
 Cov B - Consumer Price Index: 237.9

**SECTION I - DEDUCTIBLES**

**Basic Deductible** \$500

**Special Deductibles:**

Money and Securities	\$250	Employee Dishonesty	\$250
Equipment Breakdown	\$500		

Other deductibles may apply - refer to policy.

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 CMP-4000

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DECLARATIONS (CONTINUED)

Office Policy for GLOBAL INNOVATIVE SOLUTIONS  
Policy Number 93-EM-C808-0

**SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - EACH DESCRIBED PREMISES**

The coverages and corresponding limits shown below apply separately to each described premises shown in these Declarations, unless indicated by "See Schedule." If a coverage does not have a corresponding limit shown below, but has "Included" indicated, please refer to that policy provision for an explanation of that coverage.

COVERAGE	LIMIT OF INSURANCE
Accounts Receivable	\$50,000
On Premises	\$15,000
Off Premises	\$5,000
Arson Reward	\$15,000
Back-Up Of Sewer Or Drain	Included
Collapse	Included
Damage To Non-Owned Buildings From Theft, Burglary Or Robbery	Coverage B Limit
Debris Removal	25% of covered loss
Equipment Breakdown	Included
Fire Department Service Charge	\$5,000
Fire Extinguisher Systems Recharge Expense	\$5,000
Forgery Or Alteration	\$10,000
Glass Expenses	Included
Increased Cost Of Construction And Demolition Costs (applies only when buildings are insured on a replacement cost basis)	10%
Money And Securities (Off Premises)	\$5,000
Money And Securities (On Premises)	\$10,000
Money Orders And Counterfeit Money	\$1,000
Newly Acquired Business Personal Property (applies only if this policy provides Coverage B - Business Personal Property)	\$100,000
Newly Acquired Or Constructed Buildings (applies only if this policy provides Coverage A - Buildings)	\$250,000

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JUN 27 2014  
CMP-4000

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Continued on Reverse Side of Page

**DECLARATIONS (CONTINUED)**

Office Policy for GLOBAL INNOVATIVE SOLUTIONS  
 Policy Number 93-EM-C808-0

Ordinance Or Law - Equipment Coverage	Included
Outdoor Property	\$5,000
Personal Effects (applies only to those premises provided Coverage B - Business Personal Property)	\$5,000
Personal Property Off Premises	\$15,000
Pollutant Clean Up And Removal	\$10,000
Preservation Of Property	30 Days
Property Of Others (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
Signs	\$2,500
Unauthorized Business Card Use	\$5,000
Valuable Papers And Records	\$50,000
On Premises	\$15,000
Off Premises	
Water Damage, Other Liquids, Powder Or Molten Material Damage	Included

**SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - PER POLICY**

The coverages and corresponding limits shown below are the most we will pay regardless of the number of described premises shown in these Declarations.

COVERAGE	LIMIT OF INSURANCE
Dependent Property - Loss Of Income	\$5,000
Employee Dishonesty	\$10,000
Utility Interruption - Loss Of Income	\$10,000
Loss Of Income And Extra Expense	Actual Loss Sustained - 12 Months

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 JUN 27 2014  
 CMP-4000

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DECLARATIONS (CONTINUED)

Office Policy for GLOBAL INNOVATIVE SOLUTIONS
Policy Number 93-EM-C808-0

SECTION II - LIABILITY

Table with 2 columns: COVERAGE and LIMIT OF INSURANCE. Rows include Coverage L - Business Liability (\$2,000,000), Coverage M - Medical Expenses (Any One Person) (\$5,000), Damage To Premises Rented To You (\$2,000,000), and AGGREGATE LIMITS (Products/Completed Operations Aggregate and General Aggregate, both \$4,000,000).

Each paid claim for Liability Coverage reduces the amount of insurance we provide during the applicable annual period. Please refer to Section II - Liability in the Coverage Form and any attached endorsements.

Your policy consists of these Declarations, the BUSINESSOWNERS COVERAGE FORM shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

FORMS AND ENDORSEMENTS

- List of forms and endorsements including CMP-4100 Businessowners Coverage Form, CMP-4213 Amendatory Endorsement, CMP-4714 Excl Data Processing and Prog, CMP-4705 Loss of Income & Extra Expnse, FE-6999.1 Terrorism Insurance Cov Notice, CMP-4710 Employee Dishonesty, CMP-4709 Money and Securities, CMP-4706 Back-Up of Sewer or Drain, CMP-4704 Dependent Prop Loss of Income, CMP-4703 Utility Interruption Loss Inom, CMP-4819 Unauthorized Business Card Use, CMP-4713 Excl Testing Consulting E&O, and FE-8790 Civil Union Endorsement.

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**DECLARATIONS (CONTINUED)**

Office Policy for GLOBAL INNOVATIVE SOLUTIONS  
Policy Number 93-EM-C808-0

FD-6007

Inland Marine Attach Dec

This policy is issued by the State Farm Fire and Casualty Company.

**Participating Policy**

You are entitled to participate in a distribution of the earnings of the company as determined by our Board of Directors in accordance with the Company's Articles of Incorporation, as amended.

In Witness Whereof, the State Farm Fire and Casualty Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.

*Lynne M. Youell*  
Secretary

*Edward J. Hunt, Jr.*  
President

For information or assistance with any insurance problem, be sure to contact your State Farm agent first. Your good neighbor agent will be happy to help you.

Section 143c of the Illinois Insurance Code requires notification of the following addresses:

State Farm Insurance Companies  
Illinois Regional Office  
2702 Ireland Grove Road  
Bloomington, Illinois 61709-0001  
1-800-424-1162 (within Illinois)  
Office hours: 8:00 a.m. to 4:00 p.m., Monday through Friday

- or -

Illinois Department of Insurance  
Consumer Division  
Springfield, Illinois 62767

This message is provided by State Farm in compliance with Illinois law.

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JUN 27 2014  
CMP-4000

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N

**State Farm**



**State Farm  
Specialty Products**

May 28, 2014

Dwayne Jackson  
DWAYNE JACKSON STATE FARM AGENCY  
1345 W Taylor St  
Chicago, IL 60607-4729

RE: GLOBAL INNOVATIVE SOLUTIONS  
Coverage: Technology Services Errors & Omissions Professional Liability Insurance  
Client No.: 239158  
Submission No.: 315571

Dear Dwayne:

Thank you for your order for coverage on the captioned account. Enclosed is the original policy to be forwarded to the insured. Please review the policy carefully and let us know if you have any questions or comments.

Again, thank you for the order on this account and we look forward to further assisting you in serving your client.

Sincerely,

Regina Martin  
Sr. Underwriter

**State Farm**



**State Farm  
Specialty Products**

Dwayne Jackson  
DWAYNE JACKSON STATE FARM AGENCY  
1345 W Taylor St  
Chicago, IL 60607-4729

**StateFarm**



**TECHNOLOGY SERVICES  
ERRORS AND OMISSIONS  
LIABILITY INSURANCE POLICY**

**YOUR POLICY INCLUDES THIS FRONT PAGE AND THE FOLLOWING PARTS:**

- PART 1.      **Declarations Page**
- PART 2.      **Notices**
- PART 3.      **Quick Reference to Policy Provisions**
- PART 4.      **Introduction**
- PART 5.      **Insuring Agreements and Exclusions**
- PART 6.      **Definitions Used in This Policy**
- PART 7.      **General Conditions**
- PART 8.      **Endorsements**
- PART 9.      **A Copy of Your Signed Application or Renewal Application**

**ALL OF THESE PARTS MUST BE INCLUDED TO MAKE A COMPLETE POLICY.**



**State Farm**



**State Farm  
Specialty Products**

Dear Policyholder:

Thank you for purchasing the attached policy from State Farm.

Please review the policy and the attached application to ensure that they are accurate and complete. The application must be signed and dated by a principal, partner, officer or director of the firm.

If there are any errors or omissions in either the policy or the application, please contact your State Farm agent immediately.

**State Farm Specialty Products**

**PART 1. DECLARATIONS PAGE (Continued)**

**Named Insured:** GLOBAL INNOVATIVE SOLUTIONS

**Policy No:** PS0000004301302

Item 4. Limit of Liability: a. \$1,000,000 Each Wrongful Act  
 b. \$1,000,000 Total Limit of Liability

Item 5. Retention: \$5,000 Each Wrongful Act

Item 6. Premium: \$2,525.00

Item 7. Form(s) and Endorsement(s) made part of this Policy at the time of issuance:

PSTK5000(07/01)	Technology Services Errors and Omissions Liability Insurance Policy
PS1030(01/01)	Changes Endorsement
PSTK5009L(03/02)	Illinois Amendatory Endorsement
PSTK5010(08/02)	Amendatory Endorsement - Claims Made By Any Regulatory Authority or Governmental Agency

Item 8. Notices to the Insurer - All notices to the Insurer pertaining to this Policy must be sent to:

State Farm Specialty Products  
 111 North Canal Street, Suite 940  
 Chicago, IL 60606-7201

Date of Issue: June 11, 2014

By:   
 Authorized Representative

**StateFarm**



**State Farm Fire and Casualty Company**  
A Stock Company with Home Offices in Bloomington, Illinois  
Herein called the Insurer

**TECHNOLOGY SERVICES ERRORS AND OMISSIONS  
LIABILITY INSURANCE POLICY**

Policy No: PS0000004301302  
Renewal of Policy No: PS0000004301301

**PART 1. DECLARATIONS PAGE**

THIS IS A CLAIMS MADE POLICY. **DEFENSE COSTS** ARE INCLUDED IN THE LIMIT OF LIABILITY. PLEASE READ THE ENTIRE POLICY CAREFULLY.

THIS DECLARATIONS PAGE, ALONG WITH **YOUR SIGNED APPLICATION OR RENEWAL APPLICATION** AND ALL FORMS AND ENDORSEMENTS LISTED IN ITEM 7. BELOW COMPLETE THE POLICY.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, **WE AGREE WITH YOU TO PROVIDE INSURANCE** UNDER THE PROVISIONS OF THIS POLICY.

Item 1. **Named Insured:** GLOBAL INNOVATIVE SOLUTIONS

**Address:** 850 West Jackson Boulevard, Suite 675  
Chicago, IL 60607

Item 2. **Policy Period:**

**Effective Date:** April 13, 2014                      **Expiration Date:** April 13, 2015  
(12:01 A.M. Standard Time at the Address stated in Item 1.)

Item 3. **Retroactive Date:** April 13, 2012                      **IF NO DATE IS STATED HERE, COVERAGE DOES NOT APPLY TO WRONGFUL ACTS COMMITTED PRIOR TO THE EFFECTIVE DATE STATED IN ITEM 2. ABOVE.**

**PART 3. QUICK REFERENCE TO POLICY PROVISIONS**

The following is a quick reference indexing of **Your** Policy's provisions, listed in sequential order. The descriptions in the quick reference are not binding. The quick reference should only be used to help **You** locate the actual Policy provisions.

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**PART 2. NOTICES**

**A. Claims Made Policy:**

This insurance coverage is on a claims made basis. Coverage applies only to those **Claims** that are first made during the **Policy Period** and any Extended Reporting Period as those terms are described in the Policy. Coverage does not apply to any **Wrongful Acts** committed before the **Retroactive Date** stated on the Declarations Page.

**B. Defense Costs Within the Limit:**

This insurance coverage contains a provision that reduces the Limit of Liability stated in the Policy by the amount of **Defense Costs**.

**C. Awareness:**

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine **Your** rights and duties, and what is and is not covered. **We** will not pay sums or perform acts or services unless explicitly provided for in this Policy.

**PART 4. INTRODUCTION**

The words **We**, **Us** and **Our** refer to the Insurer named on the Declarations Page.

The words **You** and **Your** refer individually and collectively to:

1. The **Named Insured** as defined in Part 6.F.;
2. The **Named Insured's** stockholders for their liability as stockholders;
3. The **Named Insured's** partners, officers, directors and employees, but only for **Wrongful Acts** within the scope of their duties in such capacity for the **Named Insured**;
4. Former partners, officers, directors and employees of the **Named Insured**, but only for **Wrongful Acts** both:
  - a. Within the scope of their duties in such capacity for the **Named Insured**; and
  - b. Made while they were the **Named Insured's** partner, officer, director or employee; and
5. In the event of death, incompetency, insolvency or bankruptcy of any of **You**, **Your** legal representative but only for **Wrongful Acts** within the scope of their duties for the **Named Insured**.

Other words or phrases that are **bold-faced** have special meaning. Refer to Part 6.

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**C. What We Do Not Insure – Exclusions**

1. We are not obligated to pay **Damages** or **Defense Costs** or defend **Claims** for, arising directly or indirectly out of, or alleging:
  - a. **Bodily Injury or Property Damage;**
  - b. Infringement of:
    - (1) Copyright;
    - (2) Trademark, trade dress, trade name, service mark, service name, title or slogan; or
    - (3) Patent;
  - c. Malfunction or defect of any hardware, equipment, device or component. This exclusion does not apply when the malfunction or defect is the result of **Your Wrongful Act**;
  - d. Unfair competition, restraint of trade or any other violation of antitrust laws;
  - e. Harassment, misconduct or discrimination because of or relating to:
    - (1) Race, creed, color or age;
    - (2) Sex, gender, sexual preference, marital status, military service, national origin or religion;
    - (3) Handicap, disability or health condition;Or any other similar conduct prohibited by federal, state or local laws;
  - f. Unauthorized access to, use of, tampering with or introduction of malicious code into data or systems by any of **You** or person who would qualify as **You** but for their acts being outside the scope of their duties as a partner, officer, director or employee of the **Named Insured**;
  - g. Gain, profit or advantage to which any of **You** are not legally entitled;
  - h. Assumption of liability by any of **You** under any contract or agreement. This exclusion does not apply to liability **You** would have incurred in the absence of such contract or agreement;
  - i. Any delay in the performance of any services, contracts or agreements. This exclusion does not apply when the delay is the result of **Your Wrongful Act**;
  - j. Any cost guarantees or estimates being exceeded or any cost overruns;
  - k. The withdrawal or recall of any of **Your** products or services from the market or from use by others. This exclusion does not apply to costs or expenses incurred by **Your** customer to withdraw or recall **Your** customer's product or services from the market or from use by others if the withdrawal or recall is the result of **Your Wrongful Act**;



## PART 5. INSURING AGREEMENTS AND EXCLUSIONS

### A. What We Insure

We will pay on **Your** behalf those sums in excess of the Retention and up to the applicable Limit of Liability stated in Item 4. of the Declarations Page that **You** become legally obligated to pay as **Damages** or **Defense Costs** because of **Claims** as a result of a **Wrongful Act** in performing **Technology Services**. Depending on where a **Claim** is first brought, **We** will have the right and duty to appoint an attorney, investigate and defend any **Claim** to which this insurance applies, even if the allegations are groundless, false or fraudulent, or **We** will reimburse **You** for the reasonable cost of investigation and defense of any such **Claim**, as provided in Part 5.B. below.

### B. Defense and Settlement

1. For **Claims** first brought inside the United States of America (including its territories or possessions), Puerto Rico or Canada, **We** will have the right and duty to appoint an attorney, investigate and defend any **Claim** to which this insurance applies. **Our** right and duty to defend and pay on **Your** behalf ends when **We** have used up the applicable Limit of Liability in payment of **Damages** or **Defense Costs**.
2. For **Claims** first brought outside the United States of America (including its territories or possessions), Puerto Rico or Canada, **We** will have the right but not the duty to appoint an attorney, investigate and defend any **Claim** to which this insurance applies. If **We** elect not to appoint an attorney, investigate or defend a **Claim** to which this insurance applies, the **First Named Insured** will arrange for the investigation and defense of such **Claim** as is reasonably necessary. **We** will reimburse **You** for the reasonable cost of investigation and defense exceeding the Retention, all subject to and within the applicable Limit of Liability stated in the Declarations Page. Reimbursement shall be made in United States dollars at the rate of exchange prevailing on the date **You** made the expenditure.
3. **You** will not settle any **Claim** without **Our** prior written consent. If the **First Named Insured** notifies **Us** in writing in advance that the **First Named Insured** disagrees about the final disposition of any **Claim**, the following conditions will apply:
  - a. If the **First Named Insured** is willing to accept a settlement offered by a claimant and **We** are not, or if the **First Named Insured** is unwilling to appeal a judgment of a trial court, **We** have the right to continue defense of the **Claim** and not settle or appeal such judgment provided **We** bear all costs and expenses, including incidental interest of such continued litigation. An increase in the judgment amount or **Defense Costs** in such instance will not be applied against **Your** Limit of Liability; or
  - b. If **We** are satisfied with the judgment of the trial court, or with any settlement offered, but the **First Named Insured** is not, **We** may pay to the **First Named Insured** the difference between the amount of the settlement or judgment and the remaining **Retention**, if any, and **We** will then be relieved from further obligation for **Damages**, **Defense Costs** or defense concerning the **Claim**.

- b. Any enterprise directly or indirectly controlled, operated or managed by an enterprise described in Part 5.C.2.a. above;
  - c. Any of **You**;
  - d. Any present, former or prospective employees, officers or directors of any of **You** when the **Claim** is in any way related to the present, former or prospective employment relations between the claimant and any of **You**; or
  - e. Any regulatory authority or any international, national, state or local governmental agency, including any related administrative actions, decisions, orders, rulings or proceedings.
3. We are not obligated to pay **Damages** or **Defense Costs** or defend **Claims** for:
- a. The breach of express warranties, guarantees or contracts; or
  - b. An act or omission that a jury, court or arbitrator finds dishonest, fraudulent, criminal, malicious or was intentionally committed while knowing it was wrongful.

This Exclusion 3.b. does not apply to **Defense Costs** We incur prior to the final adjudication by the jury, court or arbitrator. However, upon that adjudication We will have the right to seek recovery of the **Defense Costs** incurred from the party(ies) found to have committed the acts or omissions described above.

**D. Where and When We Insure**

1. **Where We Insure**

The territory of this insurance is universal. If **Damages** or **Defense Costs** are paid in a currency other than United States of America dollars, then the payment under this Policy will be considered to have been made in United States of America dollars at the conversion rate which was used for the payment.

2. **When We Insure**

a. **Claims First Made**

This insurance applies when a written **Claim** is first made against any of **You** during the **Policy Period**. To be covered, the **Claim** must also arise from a **Wrongful Act** committed during the **Policy Period**.

We will consider a **Claim** to be first made against **You** when a written **Claim** is first received by any of **You**.

This insurance also applies to **Claims** under the following conditions:

b. **Prior Wrongful Acts**

We will cover a written **Claim** first made against any of **You** arising from a **Wrongful Act** committed between the **Retroactive Date** and the **Effective Date** of this Policy, but only if all of the following conditions are met:

- l. Acts by any of **You** related to any pension, healthcare, welfare, profit sharing, mutual or investment plans, funds or trusts; or any violation of any provisions of the Employee Retirement Income Security Act of 1974, or any amendment, regulation, ruling or order issued pursuant to the Act or any similar provisions of any federal, state or local law;
  - m. Violation of:
    - (1) The Security Act of 1933 as amended;
    - (2) The Securities Exchange Act of 1934 as amended;
    - (3) Any state blue sky or securities law;
    - (4) Any similar state or federal law; or
    - (5) Any order, ruling or regulation issued pursuant to the above laws;
  - n. Insolvency or bankruptcy of:
    - (1) Any of **You**; or
    - (2) Any enterprise in which any of **You** own an interest;
  - o. The actual or threatened discharge, dispersal or release of any **Pollutant**; or the creation of an injurious condition involving any **Pollutant**; or the existence of any **Pollutant** on any property; or the cleanup, removal, testing, monitoring, containment, treatment, detoxification or neutralization of any **Pollutant**. This exclusion is effective whether or not the pollution was sudden, accidental, gradual, intended, expected or preventable or whether or not any of **You** caused or contributed to the pollution;
 

**"Pollutant"** means any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to:

    - (1) Smoke, vapor, soot, fumes, acids, alkalis, chemicals, lead, mold or asbestos;
    - (2) Hazardous, toxic or radioactive matter or nuclear radiation;
    - (3) Waste, which includes material to be recycled, reconditioned or reclaimed; or
    - (4) Any other pollutant as defined by applicable federal, state or local statutes, regulations, rulings or ordinances.
2. **We** are not obligated to pay **Damages** or **Defense Costs** or defend **Claims** made by:
- a. Any enterprise:
    - (1) In which any of **You**, individually or collectively, own an interest greater than 10% of the total ownership;
    - (2) In which any of **You** is a partner; or
    - (3) Which is a parent, affiliate or subsidiary company of any of **You**;

d. Extended Reporting Period

This section describes the provisions and conditions that apply to **Claims** first made after the end of the **Policy Period** when **You** have not reported a **Wrongful Act** during the **Policy Period** in accordance with Part 5.D.2.c. above. Such **Claims** are not automatically covered. To cover them, the **First Named Insured** must purchase an Extended Reporting Period from **Us**.

If the **First Named Insured** purchases an Extended Reporting Period, **We** will cover a **Claim** first made against any of **You** during the Extended Reporting Period, but only if all of the following conditions are met:

- (1) The **Wrongful Act** is committed between the **Retroactive Date** and the end of the **Policy Period**;
- (2) None of **You** knew, prior to the Effective Date of the first of one or more technology services errors and omissions policies issued to **You** by State Farm Mutual Automobile Insurance Company or its affiliates which together provided continuous coverage until the Effective Date of this Policy, of a circumstance that could reasonably be expected to lead to the **Claim**; and
- (3) There is no other valid and collectible errors and omissions insurance for the **Claim**.

**We** will consider a **Claim** to be made during the Extended Reporting Period only if written **Claim** is first received by any of **You** after the Expiration Date of the **Policy Period** and prior to the Expiration Date stated in the Extended Reporting Period Endorsement.

The following provisions and conditions also apply to the Extended Reporting Period:

- (4) If **You** or **We** cancel or nonrenew the Policy, and upon request by the **First Named Insured**, **We** will sell one of the Extended Reporting Period options listed below, unless **We** cancel or nonrenew the Policy because:
  - (a) Any of **You** failed to pay the premium or Retention; or
  - (b) Any of **You** failed to comply with the Policy provisions.

Extended Reporting Period options and the respective percentage of the Premium, as stated in Item 6. of the Declarations Page, **You** must pay to purchase the Extended Reporting Period are:

One Year	=	50%
Two Years	=	90%
Three Years	=	125%

Changes or proposed changes in premium or policy provisions shall not be construed as cancellation or nonrenewal of the Policy by **Us**.

- (1) The written **Claim** is first made against any of **You** during the **Policy Period**. We will consider a **Claim** to be first made against **You** when a written **Claim** is received by any of **You**;
- (2) None of **You** knew, prior to the Effective Date of the first of one or more technology services errors and omissions policies issued to **You** by State Farm Mutual Automobile Insurance Company or its affiliates which together provided continuous coverage until the Effective Date of this Policy, of a circumstance that could reasonably be expected to lead to the **Claim**; and
- (3) There is no other valid and collectible errors and omissions insurance for the **Claim**.

c. **Reported Wrongful Acts**

We will cover a written **Claim** first made against any of **You** after the end of the **Policy Period**, but only if all of the following conditions are met:

- (1) The **Wrongful Act** is committed between the **Retroactive Date** and the end of the **Policy Period**;
- (2) We receive written notice from **You** during the **Policy Period** of the **Wrongful Act**. The notice must include all of the following information:
  - (a) The names of those persons or organizations involved in the **Wrongful Act**;
  - (b) The specific person or organization likely to make the **Claim**;
  - (c) A description of the time, place and nature of the **Wrongful Act**; and
  - (d) A description of the potential **Damages**;
- (3) None of **You** knew, prior to the Effective Date of the first of one or more technology services errors and omissions policies issued to **You** by State Farm Mutual Automobile Insurance Company or its affiliates which together provided continuous coverage until the Effective Date of this Policy, of a circumstance that could reasonably be expected to lead to the **Claim**; and
- (4) There is no other valid and collectible errors and omissions insurance for the **Claim**.

A **Claim** first made after the end of the **Policy Period** and arising from a reported **Wrongful Act** will be covered under the provisions of the Policy in effect on the date We receive the notice of the **Wrongful Act**.

b. Total Limit of Liability

The Total Limit of Liability stated in Item 4.b. of the Declarations Page is the most We will pay for **Damages** and **Defense Costs** combined for the total of all **Claims** made during the **Policy Period** and any Extended Reporting Period, no matter how many:

- (1) Of You this Policy covers;
- (2) **Claims** are made;
- (3) Persons or organizations make **Claims**; or
- (4) **Wrongful Acts** are committed.

2. Retention

A separate Retention applies to each **Wrongful Act**. The Retention applies to **Damages** and **Defense Costs** combined, and **Our** obligation to pay **Damages** and **Defense Costs** applies only to the amount of **Damages** and **Defense Costs** in excess of the Retention. The Limit of Liability will not be reduced by the application of the Retention. The amount of **Your** Retention is stated in Item 5. of the Declarations Page.

3. Reimbursement

If, at **Our** option, **We** have paid any amounts for **Damages** or **Defense Costs** in excess of the applicable Limit of Liability or if **We** have paid part or all of any Retention, the **Named Insured** shall be liable to reimburse such amounts to **Us** upon demand.

PART 6. DEFINITIONS USED IN THIS POLICY

A. "Application or Renewal Application" means all the following:

1. The **Named Insured's** signed Technology Services Errors and Omissions Liability Insurance Policy Application;
2. The **Named Insured's** signed Technology Services Errors and Omissions Liability Insurance Renewal Application, if this is a renewal of a policy issued by **Us**; and
3. All attachments to the **Application or Renewal Application** and any other information furnished to **Us** for the purpose of applying for the insurance. All such attachments and information will be kept on file by **Us** and deemed attached to and a part of the Policy as if physically attached to it.

B. "Bodily Injury" means physical injury, sickness or disease sustained by a person, including death resulting from any of these at any time. **Bodily Injury** also means disability, emotional distress, mental anguish, mental injury, shock or fright resulting in or from **Bodily Injury**.

C. "Claim" means a demand or assertion of a legal right seeking **Damages** made against any of **You**.

- (5) **We** must receive the **First Named Insured's** request for the Extended Reporting Period in writing within thirty (30) days after the end of the **Policy Period**. On receipt and acceptance of the request, **We** will issue an endorsement showing the Extended Reporting Period in accordance with the option requested by the **First Named Insured**. At the same time, **We** will bill the additional premium, and **We** must receive payment within thirty (30) days after the billing date for the endorsement to be effective.
- (6) The endorsement shall also include the provisions and conditions applicable to the Extended Reporting Period. Once in effect, the Extended Reporting Period may not be cancelled.
- (7) A **Claim** that is first made during the Extended Reporting Period will be deemed to have been made on the last day of the **Policy Period**. The provisions of the Policy in effect on the last day of the **Policy Period** will apply.
- (8) The Extended Reporting Period does not reinstate or increase the Limit of Liability.
- (9) The Extended Reporting Period does not extend the **Policy Period** or change the scope of coverage provided.

e. **Multiple Claims**

All **Claims** arising from the same **Wrongful Act** will be deemed to have been made on the earlier of the following times:

- (1) The date the first of those **Claims** is made against any of **You**; or
- (2) The first date **We** receive **Your** written notice of the **Wrongful Act**.

The provisions of the Policy in effect on that date will apply.

E. **Limit of Liability, Retention and Reimbursement**

1. **Limit of Liability**

a. **Each Wrongful Act**

The **Each Wrongful Act** Limit of Liability stated in Item 4.a. of the Declarations Page is the most **We** will pay for **Damages** and **Defense Costs** combined for the total of all **Claims** made during the **Policy Period** and any Extended Reporting Period arising from one **Wrongful Act**, no matter how many:

- (1) Of **You** this Policy covers;
- (2) **Claims** are made; or
- (3) Persons or organizations make **Claims**.

- G. **"Policy Period"** means the period of time stated in Item 2. of the Declarations Page, or any shorter period resulting from Policy cancellation.
- H. **"Property Damage"** means physical injury to tangible property and any resulting loss or corruption of data or information, including all resulting loss of use of that property, data or information. **Property Damage** does not mean the loss, corruption or destruction of data or information when the tangible property on which the data or information resides or resided is not physically injured.
- I. **"Retroactive Date"** means the date, if any, stated in Item 3. of the Declarations Page.
- J. **"Technology Services"** means the following work performed for others:
1. The development, programming, integration, implementation, installation, maintenance and repair of software, code, hardware, equipment, devices and components;
  2. Management, administration, hosting or operation of another party's systems (outsourcing services);
  3. Systems facility management;
  4. Systems consulting including software, hardware, equipment, device and component analysis and recommendations;
  5. The distribution, licensing, sales, marketing, training and customer support in the use of software and hardware including freeware, shareware, firmware, equipment, devices and components; or
  6. Data processing, management, storage and warehousing.
- K. **"Wrongful Act"** means the following conduct or alleged conduct by **You** or any person or organization for whom **You** are legally liable:
1. A negligent act, error or omission;
  2. Failure to prevent a party other than any of **You** from: unauthorized access to, use of, tampering with or introduction of malicious code into data, programs or systems;
  3. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  4. Oral or written publication of material that violates a person's right to privacy;
  5. False arrest, detention or imprisonment;
  6. Wrongful entry or eviction, trespass, eavesdropping or other invasion of the right of private occupancy;
  7. Malicious prosecution; or



- D. **"Damages"** means money judgment, award or settlement, except those for which insurance is prohibited by law. **Damages** does not include:
1. fines or penalties;
  2. royalties, fees, refunds, deposits, commissions or charges for goods or services;
  3. loss or disgorgement of profits by any of **You**; or
  4. costs of correcting, performing or reperforming **Technology Services** by **You** or another party when **You** had the capability to correct, perform, or reperform the service that generated the cost.
- E. **"Defense Costs"** means expenses incurred by **Us** or by **You** with **Our** consent in the investigation, adjustment, negotiation, arbitration, mediation and defense of covered **Claims**, whether paid by **Us** or **You** with **Our** consent. **Defense Costs** include:
1. Expenses **We** incur, other than salary or adjustment expenses of **Our** regular employees or officials or fees and expenses of independent adjusters;
  2. Reasonable and necessary attorneys fees;
  3. Costs taxed against **You** in any suit defended by **Us** and to which this insurance applies;
  4. Pre-judgment interest and the interest on the full amount of any judgment that accrues after entry of the judgment and before **We** have paid, offered to pay or deposited in court the part of the judgment that is within the applicable Limit of Liability;
  5. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable Limit of Liability. **We** do not have to furnish these bonds; and
  6. Reasonable expenses incurred by **You** at **Our** request other than:
    - a. Loss of earnings; and
    - b. Salaries or other compensation paid to any of **You**.
- F. **"Named Insured"** means:
1. The person or entity listed in Item 1. of the Declarations Page; and
  2. Any entity which is created or acquired during the **Policy Period** and which is wholly-owned by another **Named Insured**. This provision applies only:
    - a. To **Technology Services** performed on or after the date of creation or acquisition of the new **Named Insured**;
    - b. If **You** advise **Us** within sixty (60) days of the creation or acquisition and provide reasonable information for **Us** to evaluate for material changes in conditions which may affect insurance afforded by the Policy; and
    - c. If **You** agree to pay any additional premium **We** believe is reasonable and necessary as a result of the material changes.

The First **Named Insured** is the **Named Insured** first listed on the Declarations Page.

- c. Authorize **Us** to obtain records and other information;
  - d. Cooperate with and assist **Us** in the investigation, settlement and defense of the **Claim**; and
  - e. Assist **Us**, upon **Our** request, in enforcing any rights of contribution or indemnity against another who may be liable to any of **You**.
2. None of **You** will, except at **Your** own cost, voluntarily make a payment, admit liability, assume any obligation or incur any expense without **Our** prior written consent.

**C. Legal Action Against Us**

No person or organization has a right under this insurance:

- 1. To join **Us** as a party or otherwise bring **Us** into a suit asking for **Damages** from any of **You**; or
- 2. To sue **Us** on this insurance unless all of the Policy's provisions have been fully complied with.

A person or organization may sue **Us** to recover on "an agreed settlement" or on a final judgment against **You** obtained after an actual trial; but **We** will not be liable for **Damages** and **Defense Costs** that are not payable under the provisions of this insurance or that are in excess of the applicable Limit of Liability. "An agreed settlement" means a settlement and release of liability signed by **Us**, **You** and the claimant or the claimant's legal representative.

**D. Bankruptcy**

The bankruptcy or insolvency of **You** or **Your** estate will not relieve **Us** of **Our** obligation under this insurance. However, this insurance will not apply to liability directly or indirectly due to such bankruptcy, insolvency, receivership or subsequent liquidation.

**E. Other Insurance**

If other valid and collectible insurance is available to any of **You** for any **Claim We** cover, this insurance is excess over such other insurance, except when the other insurance is purchased by the **Named Insured** specifically to apply in excess of this insurance and no other insurance exists.

**F. Transfer of Rights of Recovery Against Others to Us**

**You** and **We** may have rights to recover all or part of any payment **You** or **We** make under this insurance. If so, those rights are transferred to **Us**.

**You** must do nothing to impair such rights. At **Our** request, **You** will bring suit or transfer those rights to **Us** and help **Us** enforce them. Any recoveries shall be applied as follows:

- 1. First, to **Us** up to the amount of **Our** payment for **Damages** and **Defense Costs**;
- 2. Then, to the **First Named Insured** as recovery of Retention amounts paid as **Damages** and **Defense Costs**.

8. Unintentional breach of warranties or representations made by **You** regarding the fitness, quality, durability and standards of **Your** performance of **Technology Services**.

All **Wrongful Acts** that:

1. Take place between the **Retroactive Date** and the end of the **Policy Period** of the last policy **We** issue to **You**, and
2. Are logically or causally connected by common facts, circumstances, situations, transactions, events and/or decisions

will be treated under this Policy as one **Wrongful Act**.

**PART 7. GENERAL CONDITIONS** – These conditions apply to the entire Policy.

**A. Special Rights and Duties of the First Named Insured**

The **First Named Insured** is responsible for the payment of all premiums and Retentions. The **First Named Insured** has exclusive authority to act on behalf of all of **You** with respect to matters relating to this Policy, including:

1. Giving and receiving notice of cancellation and nonrenewal;
2. Receiving refunds;
3. Agreeing to any changes to this Policy;
4. Arranging for the investigation and defense of **Claims**, as necessary;
5. Notifying **Us** about any disagreement as to the final disposition of any **Claim**; and
6. Purchasing an Extended Reporting Period.

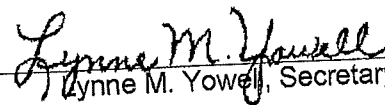
**B. What to Do if You Have a Claim or Suit**

1. If there is a **Claim** or a circumstance likely to result in a **Claim**, **You** must do the following:
  - a. Notify **Us** in writing as soon as practicable; this notice must:
    - (1) Be sent to **Us** at the address specified in Item 8. of the Declarations Page; and
    - (2) Contain details that identify **You**, the claimant and also reasonably obtainable information concerning the time, place and other details of the **Wrongful Act** and **Claim**;
  - b. Immediately send **Us**, at the address specified in Item 8. of the Declarations Page, copies of all demands, notices, summonses or legal papers received in connection with the **Claim**;

2. Those statements furnished to **Us** are representations the **Named Insured** made to **Us** on behalf of all of **You**;
3. Those representations are a material inducement to **Us** to issue this Policy;
4. **We** have issued this Policy in reliance upon those representations; and
5. If this Policy is a renewal of a policy issued by **Us**, **Your** representations include the representations made in **Your** original signed Technology Services Errors and Omissions Liability Insurance Policy Application, but only as of the Effective Date of the original policy issued by State Farm Mutual Automobile Insurance Company or its affiliates. The representations **You** make on **Your** Technology Services Errors and Omissions Liability Insurance Renewal Application(s) apply as of the Effective Date of **Your** renewal policy(ies).

IN WITNESS WHEREOF, the Insurer has caused this Policy to be executed and attested, but this Policy will not be valid unless countersigned by a duly authorized representative of the Insurer, to the extent required by applicable law.

  
\_\_\_\_\_  
Edward B. Rust, Jr., President

  
\_\_\_\_\_  
Lynne M. Yowell, Secretary

**G. Changes in Policy Provisions; Changes in Your Operations**

1. This Policy contains all the agreements between the **Named Insured** and **Us** concerning the insurance afforded by this Policy. This Policy's provisions can be amended or waived only by written endorsement issued by **Us** and made a part of this Policy.
2. This Policy applies only to the **Technology Services** and **Named Insured(s)** as defined in the Policy or by endorsement as of the Effective Date of the **Policy Period**. This Policy shall not apply to any other services or enterprises unless such services or enterprises are added by written endorsement issued by **Us** and made a part of this Policy. If an endorsement is added, **You** shall promptly pay any additional premium that may become due.

**H. Transfer of Your Rights and Duties Under the Policy**

Your rights and duties under this Policy may not be transferred without **Our** written consent.

**I. Cancellation**

1. The **First Named Insured** may cancel this Policy by mailing or delivering to **Us** or **Our** authorized representative advance written notice of cancellation.
2. **We** may cancel this Policy by mailing or delivering to the **First Named Insured** written notice of cancellation at least:
  - a. ten (10) days before the effective date of cancellation if **We** cancel for nonpayment of premium; or
  - b. sixty (60) days before the effective date of cancellation if **We** cancel for any other reason.

**We** will mail or deliver **Our** notice to the address stated in Item 1. of the Declarations Page.

Notice of cancellation will state the effective date of cancellation. The **Policy Period** will end on that date.

If this Policy is canceled, **We** will send the **First Named Insured** any premium refund due and the refund will be pro rata. The cancellation will be effective even if **We** have not made or offered a refund.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**J. Nonrenewal**

**We** may elect to nonrenew this Policy by mailing or delivering to the **First Named Insured** written notice of nonrenewal at least sixty (60) days before the Expiration Date. **We** will mail or deliver **Our** notice to the address stated in Item 1. of the Declarations Page.

**K. Representations**

By accepting this Policy, **You** agree:

1. The statements in the **Application or Renewal Application** for this insurance furnished to **Us** are accurate and complete;

**PART 9. A COPY OF YOUR SIGNED APPLICATION OR RENEWAL APPLICATION**

A copy of Your signed Application or Renewal Application is attached to the back of this Policy.

**PART 8. ENDORSEMENTS**

Required endorsements are attached to the back of this Policy.

## ENDORSEMENT

Issued to: GLOBAL INNOVATIVE SOLUTIONS  
Policy Number: PS0000004301302  
Endorsement number:  
(applicable when the endorsement is not issued with the Policy or takes effect after the effective date of the Policy)

### ILLINOIS AMENDATORY ENDORSEMENT

You and We agree:

1. **PART 5. INSURING AGREEMENTS AND EXCLUSIONS, D.2.b.(2), D.2.c.(3) and PART 7. GENERAL CONDITIONS, K.5.** are amended by deleting State Farm Mutual Automobile Insurance Company and replacing it with State Farm Fire and Casualty Company.

2. **PART 5. INSURING AGREEMENTS AND EXCLUSIONS, D.2.d. Extended Reporting Period,** is deleted and replaced by the following:

d. Extended Reporting Period

This section describes the provisions and conditions that apply to **Claims** first made after the end of the **Policy Period** when **You** have not reported a **Wrongful Act** during the **Policy Period** in accordance with Part 5.D.2.c. above. Such **Claims** are not automatically covered. To cover them, the **First Named Insured** must purchase an Extended Reporting Period from **Us**.

If the **First Named Insured** purchases an Extended Reporting Period, **We** will cover a **Claim** first made against any of **You** during the Extended Reporting Period, but only if all of the following conditions are met:

- (1) The **Wrongful Act** is committed between the **Retroactive Date** and the end of the **Policy Period**;
- (2) None of **You** knew, prior to the Effective Date of the first of one or more technology services errors and omissions policies issued to **You** by State Farm Fire and Casualty Company or its affiliates which together provided continuous coverage until the Effective Date of this Policy, of a circumstance that could reasonably be expected to lead to the **Claim**; and
- (3) There is no other valid and collectible errors and omissions insurance for the **Claim**.



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**CHANGES ENDORSEMENT**

You and We agree Part 6. J. of the Policy is amended to:

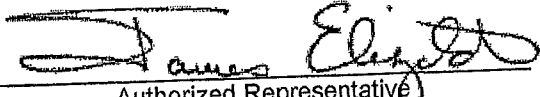
J. "Technology Services" means the following work performed for others:

1. The development, programming, integration, implementation, installation, maintenance and repair of software, code, hardware, equipment, devices and components;
2. Management, administration, hosting or operation of another party's systems (outsourcing services);
3. Systems facility management;
4. Systems consulting including software, hardware, equipment, device and component analysis and recommendations;
5. The distribution, licensing, sales, marketing, training and customer support in the use of software and hardware including freeware, shareware, firmware, equipment, devices and components;
6. Data processing, management, storage and warehousing;
7. Website design, development, maintenance and integration.

All other terms and conditions of this Policy remain unchanged. This endorsement is a part of the Policy and takes effect on the effective date indicated below.

Effective date of this endorsement: April 13, 2014

If this endorsement is issued as part of the Policy on the Effective Date shown in the Declarations Page, then the countersignature on the Declarations Page also applies to this endorsement. If this endorsement is not issued with the Policy or takes effect after the Effective Date of the Policy, an Authorized Representative of the Insurer must countersign in the space below to validate the endorsement.

By:   
Authorized Representative

5. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable Limit of Liability. We do not have to furnish these bonds; and
6. Reasonable expenses incurred by You at Our request other than:
  - a. Loss of earnings; and
  - b. Salaries or other compensation paid to any of You.

4. PART 7. GENERAL CONDITIONS, E. Other Insurance is deleted and replaced by the following:

**E. Other Insurance**

If other valid and collectible insurance is available to any of You for any Claim covered by this Policy, We will not be liable under this Policy for a greater proportion of the total Damages and Defense Costs than the Each Loss Limit of Liability stated in the Declarations bears to the total applicable limit of liability for all valid and collectible insurance for such Claim. This provision does not apply when the other insurance is purchased by the Named Insured specifically to apply in excess of this insurance and no other insurance exists.

5. PART 7. GENERAL CONDITIONS, I. Cancellation is deleted and replaced by the following:

**I. Cancellation**

1. The First Named Insured may cancel this Policy by mailing to Us or Our authorized representative advance written notice of cancellation.
2. We may cancel this Policy by mailing to the Named Insured(s) stated in Item 1. of the Declarations Page written notice of cancellation at least:
  - a. ten (10) days before the effective date of cancellation if We cancel for nonpayment of premium; or
  - b. sixty (60) days before the effective date of cancellation if We cancel for any other reason.

We will mail Our notice to the Named Insureds' at the address last known to Us.

Notice of cancellation will state the effective date of cancellation. The Policy Period will end on that date:

If this Policy is canceled, We will send the First Named Insured any premium refund due and the refund will be pro rata. The cancellation will be effective even if We have not made or offered a refund.

Proof of mailing will be sufficient proof of notice.

We will consider a **Claim** to be made during the Extended Reporting Period only if written **Claim** is first received by any of **You** after the Expiration Date of the **Policy Period** and prior to the Expiration Date stated in the Extended Reporting Period Endorsement.

If **You** or **We** cancel or nonrenew the Policy for any reason, and upon request by the First Named Insured, **We** will sell one of the Extended Reporting Period options listed below.

Extended Reporting Period options and the respective percentage of the Premium, as stated in Item 6. of the Declarations Page, **You** must pay to purchase the Extended Reporting Period are:

One Year	=	50%
Two Years	=	90%
Three Years	=	125%

- (4) **We** must receive the First Named Insured's request for the Extended Reporting Period in writing within thirty (30) days after the end of the **Policy Period**. On receipt and acceptance of the request, **We** will issue an endorsement showing the Extended Reporting Period in accordance with the option requested by the First Named Insured. At the same time, **We** will bill the additional premium, and **We** must receive payment within thirty (30) days after the billing date for the endorsement to be effective.
- (5) The endorsement shall also include the provisions and conditions applicable to the Extended Reporting Period. Once in effect, the Extended Reporting Period may not be cancelled.
- (6) A **Claim** that is first made during the Extended Reporting Period will be deemed to have been made on the last day of the **Policy Period**. The provisions of the Policy in effect on the last day of the **Policy Period** will apply.
- (7) The Extended Reporting Period does not reinstate or increase the Limit of Liability.
- (8) The Extended Reporting Period does not extend the **Policy Period** or change the scope of coverage provided.

3. **PART 6. DEFINITIONS USED IN THIS POLICY, E. "Defense Costs"** is deleted and replaced by the following:

E. **"Defense Costs"** means expenses incurred by **Us** or by **You** with **Our** consent in the investigation, adjustment, negotiation, arbitration, mediation and defense of covered **Claims**, whether paid by **Us** or **You** with **Our** consent. **Defense Costs** include:

1. Expenses **We** incur, other than salary or adjustment expenses of **Our** regular employees or officials or fees and expenses of independent adjusters;
2. Reasonable and necessary attorneys fees;
3. Costs taxed against **You** in any suit defended by **Us** and to which this insurance applies;
4. Interest on the full amount of any judgment that accrues after entry of the judgment and before **We** have paid, offered to pay or deposited in court the part of the judgment that is within the applicable Limit of Liability;

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AMENDATORY ENDORSEMENT – CLAIMS MADE BY ANY REGULATORY AUTHORITY  
OR GOVERNMENTAL AGENCY


You and We agree Part 5.C.2.e. of the Policy is changed to:

- e. Any regulatory authority or any international, national, state or local governmental agency, including any related administrative actions, decisions, orders, rulings or proceedings. However, this exclusion will not apply when the **Claim** is brought in their capacity as a client as a result of **Technology Services** performed by You on their behalf.

All other terms and conditions of this Policy remain unchanged. This endorsement is a part of the Policy and takes effect on the effective date indicated below.

Effective date of this endorsement: April 13, 2014

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By:   
Authorized Representative

6. PART 7. GENERAL CONDITIONS, J. Nonrenewal is deleted and replaced by the following:


J. Nonrenewal

We may elect to nonrenew this Policy by mailing to the Named Insured(s) stated in Item 1. of the Declarations Page written notice of nonrenewal at least sixty (60) days before the Expiration Date. We will mail Our notice to the Named Insureds' at the address last known to Us. Proof of mailing will be sufficient proof of notice.

All other terms and conditions of this Policy remain unchanged. This endorsement is a part of the Policy and takes effect on the effective date indicated below.

Effective date of this endorsement: April 13, 2014

If this endorsement is issued as part of the Policy on the Effective Date shown in the Declarations Page, then the countersignature on the Declarations Page also applies to this endorsement. If this endorsement is not issued with the Policy or takes effect after the Effective Date of the Policy, an Authorized Representative of the Insurer must countersign in the space below to validate the endorsement.

By:   
Authorized Representative

PBC NETWORK  
PS2044

Exhibit C

Insurance Requirements

The Consultant must provide and maintain at Consultant's own expense, until expiration or termination of the Agreement and during the time period following expiration if Consultant is required to return and perform any additional work, the minimum insurance coverage and requirements specified below, insuring all operations related to the Agreement.

D.1. INSURANCE TO BE PROVIDED

D.1.1. Workers' Compensation and Employers Liability

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under the Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease.

D.1.2. Commercial General Liability

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include all premises and operations, products/completed operations, separation of insureds, defense, and contractual liability. The Public Building Commission of Chicago and the City of Chicago must be named as Additional Insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

D.1.3. Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Consultant must provide Automobile Liability Insurance, with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The Public Building Commission of Chicago and the City of Chicago must be named as Additional Insured on a primary, non-contributory basis.

D.1.4. Professional Liability/Technology Errors & Omissions

When any Consultant performs work in connection with the Agreement, Professional Liability Insurance/Technology Errors & Omissions will be maintained with limits of not less than \$2,000,000 covering acts, errors, or omissions. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede the, start of work on the Agreement. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

D.1.5. Property

The Consultant is responsible for all loss or damage to Commission, Board of Education and/or City of Chicago property at full replacement or repair cost. The Consultant is responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools, and supplies) owned, rented, or used by Consultant.

D.1.6. Valuable Papers

When any plans, designs, drawings, specifications, data, media, and documents are produced or used under this Agreement, Valuable Papers Insurance shall be maintained in an amount to insure against any loss whatsoever, and shall have limits sufficient to pay for the re-creation and reconstruction of such records.

D.2. ADDITIONAL REQUIREMENTS

The Consultant must furnish the Public Building Commission Procurement Department, Richard J. Daley Center, Room 200, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if any insurance coverage has an expiration or renewal date occurring during the term of this Agreement. The Consultant must submit evidence of

Insurance to the Commission before award of Agreement. The receipt of any certificate does not constitute agreement by the Commission that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the Commission to obtain certificates or other insurance evidence from Consultant is not a waiver by the Commission of any requirements for the Consultant to obtain and maintain the specified coverage. The Consultant will advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement. Non-fulfillment of the insurance conditions may constitute a breach of the Agreement, and the Commission retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

The Commission reserves the right to obtain copies of insurance policies and records from the Consultant and/or its subcontractors at any time upon written request.

The insurance must provide for 30 days prior written notice to be given to the Commission if any policies are canceled, substantially changed, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance must be borne by Consultant.

The Consultant hereby waives and agrees to require their insurers to waive their rights of subrogation against the Public Building Commission of Chicago and the City of Chicago, their respective Board members, employees, elected and appointed officials, and representatives.

The insurance coverage and limits furnished by Consultant in no way limit the Consultant's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the Public Building Commission of Chicago and the City of Chicago do not contribute with insurance provided by the Consultant under the Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in the Agreement given as a matter of law.

If Consultant is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Consultant must require all its subcontractors to provide the insurance required in this Agreement, or Consultant may provide the coverage for its subcontractors. All subcontractors are subject to the same insurance requirements of Consultant unless otherwise specified in this Agreement.

If Consultant or its subcontractors desire additional coverage, the party desiring the additional coverage is responsible for the acquisition and cost.

The Commission's Risk Management Department maintains the rights to modify, delete, alter or change these requirements.

**EXHIBIT D**  
**DISCLOSURE OF RETAINED PARTIES**

**(DISCLOSURE OF RETAINED PARTIES ATTACHED)**



**Attachment D  
DISCLOSURE OF RETAINED PARTIES**

**Definitions and Disclosure Requirements**

As used herein, "Consultant" means a person or entity who has any contract or lease with the Public Building Commission of Chicago ("Commission").

Commission bids, leases, contracts, and/or qualification submittals must be accompanied by a disclosure statement providing certain information about lobbyists whom the Consultant has retained or expects to retain with respect to the contract or lease. In particular, the Consultant must disclose the name of each such person, his or her business address, the name of the relationship, and the amount of fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant's regular payroll.

"Lobbyists" means any person (a) who for compensation or on behalf of any person other than himself undertake to influence any legislative or administrative action, or (b) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

**Certification**

Consultant hereby certifies as follows:

This Disclosure relates to the following transaction(s):

Description of goods or services to be provided under Contract:

Name of Consultant: Global Innovative Solutions

3. **EACH AND EVERY** lobbyist retained or anticipated to be retained by the Consultant with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary.

Retained Parties:

Name	Business Address	Relationship (Attorney, Lobbyist, etc.)	Fees (indicate whether paid or estimated)

Check Here If No Such Persons Have been Retained or Are Anticipated to Be Retained: *JMP*

The Consultant understands and agrees as follows:

- a. The information provided herein is a material inducement to the Commission execution of the contract or other action with respect to which this Disclosure of Retained Parties form is being executed, and the Commission may rely on the information provided herein. Furthermore, if the Commission determines that any information provided herein is false, incomplete, or inaccurate, the Commission may terminate the contract or other transaction; terminate the Consultant's participation in the contract or other transactions with the Commission.
- b. If the Consultant is uncertain whether a disclosure is required, the Consultant must either ask the Commission's Representative or his or her manager whether disclosure is required or make the disclosure.
- c. This Disclosure of Retained Parties form, some or all of the information provided herein, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. The Consultant waives and releases any possible rights or claims it may have against the Commission in connection with the public release of information contained in the completed Disclosure of Retained Parties form and any attachments.

Under penalty of perjury I certify that I am authorized to execute this Disclosure of Retained Parties on behalf of the Consultant and that the information disclosed herein is true and complete.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name (Type or Print) Title

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
Notary Public

**EXHIBIT E**  
**M/WBE REPORT**  
**MBE/WBE Certifications**

Is your organization currently certified as a Minority-Owned Business Enterprise ("MBE") or Women-Owned Business Enterprise ("WBE") with any of the following agencies or organizations?

Yes       No

If "Yes" check and ATTACH copy of current Letter of Certification:

Certifying Agency:

City of Chicago \_\_\_\_\_

County of Cook \_\_\_\_\_

Category:

WBE \_\_\_\_\_

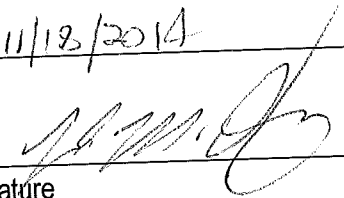
MBE \_\_\_\_\_

If yes, please submit a one current copy of your firm's letter of certification from no more than one of the applicable agencies listed above.

GLOBAL INNOVATIVE SOLUTIONS  
Company Name

JOSEPH M. DAY  
Print Name

11/13/2014  
Date

  
Signature