

**County of San Mateo
Contractor's Declaration Form**

I. CONTRACTOR INFORMATION

Contractor Name:	CLERITY SOLUTIONS, INC	Phone:	630-981-6102
Contact Person:	REGINA O'CONNOR	Fax:	708-344-4677
Address:	ONE LINCOLN CENTER 18 W 140 BUTTERFIELD ROAD, 15TH FLOOR OAKBROOK TERRACE IL 60181		

II. EQUAL BENEFITS (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- Contractor complies with the County's Equal Benefits Ordinance by:
 - offering equal benefits to employees with spouses and employees with domestic partners.
 - offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- Contractor does not comply with the County's Equal Benefits Ordinance.
- Contractor is exempt from this requirement because:
 - Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to offer equal benefits when said agreement expires.

III. NON-DISCRIMINATION (check appropriate box)

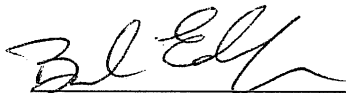
- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

IV. EMPLOYEE JURY SERVICE (check one or more boxes)

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
 - the contract is for \$100,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to comply when the collective bargaining agreement expires.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.



Signature

BRANDON EDENFIELD
Name

SEP 20, 2007
Date

CEO/PRESIDENT
Title

County Council Review Form

Date: September 20, 2007
 To: Judith Holiber
 From: Joy Cheechov, ext. 4550
 Subject: Clerity Solutions Agreement Review and Approval

Contractor: Clerity Solutions, Inc.

Maximum Amount: \$3,729,267

Rate of Payment: Milestone

No changes on the standard agreement form

The following sections have been changed on the "standard" agreement:

<i>Section No. & Title</i>	<i>Approved As Is [For County Counsel Use Only]</i>	<i>Modifications Required [For County Counsel Use Only]</i>
Section 1: Exhibits and Attachments		
Section 4: Term and Termination		
Section 10: Compliance with Laws; Payments of Permits/Licenses		
Section 13: Merger Clause		

Modifications (Please specify modifications to be made below. Use additional paper if needed.):

Section 1: Exhibits and Attachments – Changed Exhibit A to Services/SOW; Added Appendices 1-12.

Section 4: Term and Termination – Deleted "This Agreement may be terminated by Contractor or by the Chief Information Officer, or his/her designee, at any time without a requirement of good cause upon thirty (30) days' written notice to the other party." Added "In the event of a default or breach by the County in observance or performance of any term or condition of this Agreement, Contractor will notify the County in writing of said default or breach. If the County fails to remedy the default or breach to Contractor's satisfaction within 30 days, Contractor reserves the right to terminate the Agreement. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be for all work done through the date of termination calculated on a time and material basis at the rate outlined in the Agreement. This Agreement may be terminated by the County at any time with thirty (30) day written notice, subject to the completion of the following Cure Notice process.

If at any time a major milestone, consisting of the County's ability to begin testing the migrated applications or the end of the project, is found to be greater than 9% overdue or 9% over the cost originally estimated plus any approved change orders, the County may issue a Cure Notice. Upon receipt of a Cure Notice, Contractor has 10 business days to respond to this Notice by delivering a plan, acceptable to the County, outlining how the time and cost exceeding the 9% can be recovered to get back within the 9% allowed deviation ("Cure Notice Plan").

Any approved changes to scope that arise during the project will require additional time and cost not included in the base plan (as outlined in the Statement of Work). These changes will be added onto the baseline cost and dates before applying the 9% rule.

If Contractor fails to provide an accepted Cure Notice Plan, then the County will have the right to cancel the project. If, based on Contractor's failure to submit such a Cure Notice Plan, the County determines that they want to cancel the remaining project, the County will pay to Contractor for:

- any outstanding monies due on all software, hardware and other third party products Contractor delivered to the County,
- any outstanding monies due on all software, hardware and other third party products Contractor has ordered and cannot cancel without penalty, and
- any outstanding monies due for all work done through the date of the notice calculated on a time and material basis at the rate outlined in the Agreement.

If the County accepts the Contractor's Cure Notice Plan, the County will provide Contractor with the opportunity to meet the Cure Notice Plan. The accepted Cure Notice Plan will become the new plan and will be subject to the same 9% deviation for the remainder of the project or a New Cure Notice will be presented.

If Contractor presents such a Cure Notice Plan to get back into line with the project schedule within the 9% deviation, and the County still elects to terminate the Agreement, the County will pay Contractor for:


- any outstanding monies due on all software, hardware and other third party products Contractor delivered to the County,
- any outstanding monies due on all software, hardware and other third party products Clerity has already ordered and cannot be cancelled without penalty,
- any outstanding monies due for all work done through the date of termination calculated on a time and material basis at the rate outlined in the Agreement, and ten (10) business days paid at the standard hourly rates in this Agreement for each person assigned to the project.

Section 10: Compliance with Laws; Payments of Permits/Licenses - Deleted "And Section 504 of the Rehabilitation Act of 1973, as amended and incorporated by reference herein as Attachment "I"

Section 13: Merger Clause - Amended to read "This Agreement, including the Exhibits, Attachments, and Appendices..." and "In the event of a conflict between the terms, conditions, or specifications set forth herein and those in the Exhibits, Attachments, and Appendices attached hereto"

Approve Agreement/Exhibits/Attachments

Approve Agreement/Exhibits/Attachments with the modifications that have been described


Signature

9/20/07
Date

CONTRACT INSURANCE APPROVAL

DATE: 9/17/07

TO: Faiza Steele FAX: 363-4864 PONY: HRD 163

FROM: Joy Cheechov

PHONE: 4550 FAX: 363-7800 PONY: ISD120

The following is to be completed by the department before submission to Risk Management:

CONTRACTOR NAME: Clerity Solutions, Inc.

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES? No

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR:

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: Migration of CJIS Application off of County Mainframe

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount Approve	Waive	Modify
Comprehensive General Liability	\$1 mil <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Professional Liability	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	Statutory <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:

Faiza Steele
 Faiza Steele
 Risk Management Analyst

9/19/07
 Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/14/07

PRODUCER
TIMOTHY KACEROVSKIS
14340 S. LAGRANGE ROAD
ORLAND PARK, IL 60462

THIS CERTIFICATE IS ISSUED AS MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.



INSURED
CLERITY SOLUTIONS INC
C/O BRANDON EDENFIELD
9930 DERBY LANE STE 202
WESTCHESTER, IL 60154-3772

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: State Farm Fire and Casualty Company	25143	25143
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
X		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	93-V6-9556-6	06/13/07	06/13/08	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
		AUTOMOBILE LIABILITY <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 (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
X		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	93-D5-5326-1	04/26/07	04/26/08	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$ \$
X		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	93-M0-4046-5	12/09/06	12/09/07	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
		OTHER ERRORS AND OMISSIONS	4EPS0991700	05/04/07	05/04/08	4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

SAN MATEO COUNTY
400 COUNTRY CENTER
REDWOOD CITY, CA 94063

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
TIMOTHY KACEROVSKIS

ACORD 25 (2001/08)
132849 03-13-2007

The registration notices indicate ownership of the marks by their respective owners

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