

Exhibit C

Agreed upon Exceptions to County of Lake, IL RFP# 22053

Page No.	Section/ Paragraph No.	Proposed Revision
Exceptions to General Terms and Conditions:		
4	13(b)	<p>We propose revising this section as follows:</p> <p><u>Termination Due to Material Breach</u> In the event that this Agreement is terminated due to the Consultant’s material breach, Lake County shall be entitled to purchase substitute items or services elsewhere and charge Consultant with losses the County incurs, including attorney’s fees and expenses, notwithstanding any damage imitations the parties may agree to elsewhere.</p>
5	16	<p>We propose revising this section as follows:</p> <p><u>INDEMNIFICATION</u> See the Agreement for the parties’ agreed indemnification language.</p>
8	31	<p>We propose revising this section as follows:</p> <p><u>INFORMATION SECURITY</u> In the process of performing services to Lake County the Proposer may come in contact with information deemed important and proprietary to Lake County. The Proposer agrees that any services performed for Lake County, whether on Lake County premises or not, will meet or exceed Lake County's information security policy and privacy standards that are provided to Proposer. Lake County reserves the right to audit proposer’s performance in meeting these standards.</p>
Exceptions to Insurance Requirements:		
11	“Liability Insurance Conditions”(c)	<p>We propose revising this section as follows:</p> <p>Contractor agrees that with respect to the above required insurance, Lake County shall be named as additional insured on Commercial General Liability and Automobile Liability Insurance, including its agents, officers, and employees and volunteers and be provided with thirty (30) days’ notice, in writing by endorsement Contractor, of cancellation or material change. A blanket additional insured ISO endorsement is preferred for Contractors who have multiple projects with the County.</p>
11	“Liability Insurance Conditions”(d)	<p>We propose revising this section as follows:</p> <p>d) Lake County shall be provided with Certificates of Insurance and should include the appropriate corresponding ISO form endorsements evidencing the above required insurance, prior to commencement of this Contract</p>

		<p>and thereafter with certificates evidencing renewals or replacements of said policies of insurance <u>at least thirty (30) days prior to promptly following</u> the expiration of cancellation of any such policies. No manuscript endorsements will be accepted. Any hard copies of said Notices and Certificates of Insurance and Endorsements shall be provided to:</p> <p style="text-align: center;">Lake County Purchasing Division 18 N. County 9th Floor Waukegan, Illinois 60085 Attn: RuthAnne Hall, Lake County Purchasing Agent</p>
Exceptions to Special Terms and Conditions:		
12	3	<p>We propose revising this section as follows:</p> <p><u>ACCESS TO RECORDS</u> Proposer agrees to provide Lake County,-the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Licensor which are directly pertinent to <u>payment and invoicing under</u> this contract for the purposes of making audits, examinations, excerpts, and transcriptions.</p>
Exceptions to General Information:		
15	9	<p>We propose revising this section as follows:</p> <p>For the sake of clarity, the Work Product is any completed Deliverables, including any documentation that is provided to Proposer by Lake County, specifically prepared by Proposer for Lake County related to the Agreement. The Working Papers are the auditor’s internal workpapers (as defined by the AICPA) prepared solely for purposes of the audit engagement and include items prepared by the Proposer, such as audit programs, analytical review schedules, and statistical sampling results and analyses.</p> <p><u>WORK PRODUCT</u> <u>Subject to Proposer’s rights in Proposer’s Knowledge (as defined below),</u> All work product prepared <u>specifically</u> by Proposer <u>for Lake County</u> pursuant to a resulting Agreement, including, but not limited to, policies, reports, analysis, plans, designs, calculations, work drawings, studies, photographs, models, and recommendations shall be the property of Lake County. Proposer shall deliver the work product to Lake County upon completion of Proposer’s work, or termination of the Agreement, whichever comes first. Proposer may retain copies of such work product for its records; however, Proposer may not use, print, share, disseminate, or publish any work product related to this Agreement without the consent of Lake County.</p>

		<p><u>Notwithstanding the foregoing, the Proposer will maintain all ownership right, title and interest to all Proposer’s Knowledge. For purposes of this Agreement, “Proposer’s Knowledge” means the Proposer’s proprietary programs, modules, products, inventions, designs, data, or other information, including all copyright, patent, trademark and other intellectual property rights related thereto, that are (1) owned or developed by the Proposer prior to the Effective Date of this Agreement or the applicable statement of work (“Proposer’s Preexisting Knowledge”) (2) developed or obtained by Proposer after the Effective Date, that are reusable from client to client and project to project, where Lake County has not paid for such development; and (3) extensions, enhancements, or modifications of Proposer’s Preexisting Knowledge which do not include or incorporate Lake County’s confidential information. The documentation for this engagement, including the workpapers, is the property of the Proposer and constitutes confidential information. The Proposer may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. If the Proposer is required by law, regulation, or professional standards to make certain documentation available to regulators, Lake County hereby authorizes the Proposer to do so.</u></p>
17	Working Paper Retention and Access to Working Papers	<p>We propose revising this section as follows:</p> <p>All working papers and reports must be retained, at the auditor’s expense, for a minimum of five (5) years, unless the firm is notified in writing by the County of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to the County. The audit firm will provide electronic access to working papers and reports for a maximum of five years to Lake County.</p> <p>In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.</p>