

PROFESSIONAL SERVICES AGREEMENT
CONTRACT NO. 11-84-015
ELECTRONIC BALLOT DELIVERY SYSTEM

BETWEEN



COOK COUNTY GOVERNMENT
COOK COUNTY OFFICE OF THE CLERK

AND

EVERYONE COUNTS, INC.

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

JAN 18 2012

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PROFESSIONAL SERVICES AGREEMENT

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- Exhibit 1 Scope of Services
- Exhibit 2 Schedule of Compensation
- Exhibit 3 Evidence of Insurance
- Exhibit 4 Board Authorization

AGREEMENT

This Agreement, dated as of January 1, 2011 made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and Everyone Counts, Inc. , doing business as a Corporation of the State of Delaware hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Board of Commissioners on the 18th day of January, 2011, as evidenced by Board Authorization letter attached hereto as EXHIBIT "4".

BACKGROUND

The County of Cook issued a Request for Proposals "RFP" for Electronic Ballot Delivery System. Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Consultant was selected based on the proposal submitted and evaluated by the County representatives. Consultant represents that it has the professional experience and expertise to provide the necessary services and further warrants that it is ready, willing and able to perform in accordance with the terms and conditions as set forth in this Agreement.

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

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

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

ARTICLE 2) DEFINITIONS

a) Definitions

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

"Additional Services" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Department require the

approval of the Chief Procurement Officer in a written modification to this Agreement before Consultant is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

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

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

"Department" means the Cook County Office of the Clerk.

"Services" means, collectively, the services, duties and responsibilities described in Article 3 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

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

b) Interpretation

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

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

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

iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to it, are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.

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

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

c) Incorporation of Exhibits

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

Exhibit 1	Scope of Services
Exhibit 2	Schedule of Compensation
Exhibit 3	Evidence of Insurance
Exhibit 4	Board Authorization

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) Scope of Services

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

b) Deliverables

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

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

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

c) Standard of Performance

Consultant must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a consultant performing services of a scope and

purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County and with respect to that information, Consultant agrees to be held to the standard of care of a fiduciary.

Consultant must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant must provide copies of any such licenses. Consultant remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Consultant or its Subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Department and delivered in a timely manner consistent with the requirements of this Agreement.

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

d) Personnel

i) Adequate Staffing

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

ii) Key Personnel

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

iii) **Salaries and Wages**

Consultant and Subcontractors must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Consultant underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The parties acknowledge that this Section 3.4(c) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) **Minority and Women's Business Enterprises Commitment**

In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director. Consultant's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Section 1 of the Economic Disclosure Statement, upon acceptance by the Compliance Director. Consultant must utilize minority and women's business enterprises at the greater of the amounts committed to by the Consultant for this Agreement in accordance with Section 1 of the Economic Disclosure Statement.

f) **Insurance**

Consultant must provide and maintain at Consultant's own expense, during the term of this Agreement and any time period following expiration if Consultant is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverages and requirements specified below, insuring all operations related to this Agreement.

i) **Insurance To Be Provided**

(1) Workers Compensation and Employers Liability

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

(2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability (with no limitation endorsement). Cook County is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

Subcontractors performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.6(a)(ii).

(3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Consultant must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence limit, for bodily injury and property damage. The County is to be named as an additional insured on a primary, non-contributory basis.

(4) Professional Liability

When any professional consultants perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than \$2,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services on this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

Subcontractors performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.6(a)(iv).

(5) Valuable Papers

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

ii) **Additional Requirements**

(1) Consultant must furnish the County of Cook, Cook County, Office of the Chief Procurement Officer, 118 N, Clark St., Room 1018, 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 the coverages have an expiration or

renewal date occurring during the term of this Agreement. Consultant must submit evidence of insurance on the County Insurance Certificate Form (copy attached as Exhibit 3) or equivalent prior to Agreement award. The receipt of any certificate does not constitute agreement by the County that the insurance requirements in this 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 County to obtain certificates or other insurance evidence from Consultant is not a waiver by the County of any requirements for Consultant to obtain and maintain the specified coverages. Consultant must advise all insurers of the provisions in this Agreement regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the County retains the right to terminate this Agreement or to suspend this Agreement until proper evidence of insurance is provided.

(1) The insurance must provide for 60 days prior written notice to be given to the County in the event coverage is substantially changed, canceled or non-renewed. All deductibles or self-insured retentions on referenced insurance coverages must be borne by Consultant. Consultant agrees that insurers waive their rights of subrogation against the County of Cook, its employees, elected officials, agents or representatives.

(2) The coverages and limits furnished by Consultant in no way limit Consultant's liabilities and responsibilities specified within this Agreement or by law. Any insurance or self-insurance programs maintained by the County of Cook apply in excess of and do not contribute with insurance provided by Consultant under this Agreement.

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

(4) Consultant must require all Subcontractors to provide the insurance required in this Agreement, or Consultant may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Consultant unless otherwise specified in this Agreement. If Consultant or Subcontractor desires additional coverages, the party desiring the additional coverages is responsible for its acquisition and cost.

(5) The County's Risk Management Office maintains the right to modify, delete, alter or change these requirements. "**Risk Management Office**" means the Risk Management Office, which is under the direction of the Director of Risk Management and is charged with reviewing and analyzing insurance and related liability matters for the County.

g) Indemnification

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents,

employees, contractors, subcontractors, licensees or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

h) Confidentiality and Ownership of Documents

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

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Contractor to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Contractor's own purposes or for those of any third party. During the performance of the Contract Contractor shall be responsible of any loss or damage to the Documents while they are in Contractor's possession, and any such loss or damage shall be restored at the expense of the Contractor. The County and its designees shall be afforded full access to the Documents and the work at all times.

i) Patents, Copyrights and Licenses

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

Contractor agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Contractor's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Contractor shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

j) Examination of Records and Audits

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

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such subcontractor involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision thereunder or under the Contract.

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

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Contractor carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said

subcontract and any books, documents, records and other data of said related organization that

are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

k) Subcontract Subcontracting or Assignment of Contract or Contract Funds

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

Prior to the commencement of the Contract, the Contractor shall identify in writing to the Chief Procurement Officer the names of any and all subcontractors it intends to use in the performance of the Contract. The Chief Procurement Officer shall have the right to disapprove any subcontractor. Identification of subcontractors to the Chief Procurement Officer shall be in addition to any communications with County offices other than the Chief Procurement Officer. All subcontractors shall be subject to the terms of this Contract. Contractor shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Contractor must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Contractor has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the contractor's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: 1) a not-for-profit entity, on an unpaid basis, or (2), himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Contractor is uncertain whether a disclosure is required under this Section, the Contractor must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All contractors and subcontractors of the Contractor shall be accountable to the Chief

Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board and its term shall begin on January 1, 2012 ("**Effective Date**") and continue until December 31, 2015 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

i) Consultant must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Consultant acknowledges that TIME IS OF THE ESSENCE and that the failure of Consultant to comply with the time limits described in this Section 4.2 may result in economic or other losses to the County.

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

c) Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to extend this Agreement for up to two (2) additional one-year periods under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Consultant. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

ARTICLE 5) COMPENSATION

a) Basis of Payment

The County will pay Consultant according to the Schedule of Compensation in the attached Exhibit 2 for the successful completion of services.

b) Method of Payment

All invoices submitted by the Contractor shall be in accordance with the cost provisions according to the Schedule of Compensation in the attached Exhibit 2. The invoices shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice, and shall be submitted together with a properly completed County Voucher form (29A). Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

c) Funding

The source of funds for payments under this Agreement is identified in Exhibit 2, Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 2 without a written amendment in accordance with Section 10.c.

d) Non-Appropriation

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

e) Taxes

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-05.

f) Price Reduction

If at any time after the contract award, Contractor makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section 5.f., Price Reduction, a general price reduction shall include reductions in the effective

price charged by Contractor by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Contractor makes in the price of the Deliverables to its prospective customers generally.

g) Contractor Credits

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

ARTICLE 6) DISPUTES

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

ARTICLE 7) COMPLIANCE WITH ALL LAWS

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

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

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

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

- i) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;
- iv) warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and have not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County ;
- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- vi) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1; and
- vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.1 and 9.3.

b) Ethics

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

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

(2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Consultant or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

c) Joint and Several Liability

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

d) Business Documents

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

e) Conflicts of Interest

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

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

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

iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.11 of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.

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

f) Non-Liability of Public Officials

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

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

a) Events of Default Defined

The following constitute events of default:

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

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

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

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

(c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;

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

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

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

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

(v) Failure to comply with Section 7a. in the performance of the Agreement.

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

b) Remedies

The occurrence of any event of default permits the County, at the County's sole option, to declare Consultant in default. The Chief Procurement Officer may in his sole discretion give Consultant an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Chief Procurement Officer. Whether to declare Consultant in default is within the sole discretion of the Chief Procurement Officer and

neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

The Chief Procurement Officer will give Consultant written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Consultant fails to effect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Consultant must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

- i) The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the County would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Consultant under this Section 9.2;
- ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iv) The right to money damages;
- v) The right to withhold all or any part of Consultant's compensation under this Agreement;
- vi) The right to consider Consultant non-responsible in future contracts to be awarded by the County.

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

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise

any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

c) Early Termination

In addition to termination under Sections 9.1 and 9.2 of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Consultant. The County will give notice to Consultant in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Consultant or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

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

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

If the County's election to terminate this Agreement for default under Sections 9.1 and 9.2 is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.3.

d) Suspension

The County may at any time request that Consultant suspend its Services, or any part of them, by giving 15 days prior written notice to Consultant or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed.

Consultant must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Consultant when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Consultant as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Consultant by written notice may treat the suspension as an early termination of this Agreement under Section 9.3.

e) Right to Offset

i) In connection with performance under this Agreement:

The County may offset any excess costs incurred:

(i) if the County terminates this Agreement for default or any other reason resulting from Consultant's performance or non-performance;

(ii) if the County exercises any of its remedies under Section 9.2 of this Agreement; or

(iii) if the County has any credits due or has made any overpayments under this Agreement.

The County may offset these excess costs by use of any payment due for Services completed before the County terminated this Agreement or before the County exercised any remedies. If the amount offset is insufficient to cover those excess costs, Consultant is liable for and must promptly remit to the County the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the County.

f.) Delays

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

g.) Prepaid Fees

In the event this Contract is terminated by either party, for cause or otherwise, and the County has

prepaid for any Deliverables, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) General

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

ii) No Collateral Agreements

Consultant acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Consultant to enter into this Agreement or has been relied upon by Consultant, including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the nature of the Services to be performed; (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement; (iv) the general conditions which may in any way affect this Agreement or its performance; (v) the compensation provisions of this Agreement; or (vi) any other matters, whether similar to or different from those referred to in (i) through (vi) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) No Omissions

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

b) Counterparts

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

c) Modifications and Amendments

The parties may from time to time during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing. Modifications and amendments which individually or cumulatively result in additional cost of \$1,000.00 or greater or which extend the term of the Contract by thirty (30) days or more shall not be deemed as authorized without the approval of the Cook County Board of Commissioners. Modifications and amendments which increase cost by less than \$1,000.00 or which do not extend the term of the Contract by more than thirty (30) days may only be made with the written approval of the Chief Procurement Officer.

Subject to the foregoing, the Chief Procurement Officer may, by written order, make changes with respect to the dates of delivery and places of performance of the Contract, provided that any such changes shall not increase the Contract price or the time required for Contract performance.

Contractor is hereby notified that, except for modifications and amendments which are made in accordance with this Section 10.c., Modifications and Amendments, no County department or employee thereof has authority to make any modification or amendment to this Contract.

d) Governing Law and Jurisdiction

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

e) Severability

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal,

inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

f) Assigns

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

g) Cooperation

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

h) Waiver

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

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

i) Independent Contractor

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

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

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

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

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

j) Governmental Joint Purchasing Agreement

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

ARTICLE 11) NOTICES

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

If to the County: Cook County Clerk
69 W. Washington, Suite 500
Chicago, Illinois 60602
Attention: Department Director

and

Cook County Chief Procurement Officer
118 North Clark Street, Room 1018
Chicago, Illinois 60602
(Include County Contract Number on all notices)

If to Consultant: Everyone Counts, Inc.
4435 Eastgate Mall, Suite 100
San Diego, CA 92121

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

ARTICLE 12) AUTHORITY

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

PETITION FOR WAIVER OF MBE/WBE PARTICIPATION
(SECTION 3)

A. BIDDER/PROPOSER HEREBY REQUESTS:

FULL MBE WAIVER

FULL WBE WAIVER

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

_____ % of Reduction for MBE Participation

_____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. **Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.**

1) lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract **(please explain)**

2) the specifications and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation **(please explain)**

3) price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid **(please explain)**

4) there are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms **(please explain)**

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

Bidder/Proposer shall check each item applicable to its reason for a waiver request. **Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.**

- 1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation **(please attach)**

- 2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business **(please attach)**

- 3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services **(please attach)**

- 4) Use the services and assistance of the Office of Contract Compliance Staff **(please explain)**

- 5) Engaged MBEs & WBEs for indirect participation **(please explain)**

D. OTHER RELEVANT INFORMATION

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.



July 7, 2011

Toni Preckwinkle
Cook County Board President
Office of the Purchasing Agent
118 North Clark Street, Room 1018
Chicago, IL 60602

Dear County Board,

This letter is in response to the Letter of Intent to use MBE/WBE in our subcontracting. Cook County has stated an established goal of using 35% of overall estimated expenditures for this procurement.

Everyone Counts helps election officials deliver reliable and cost-effective universal access to the ballot. Due to the sensitive nature of our business, we do not subcontract any element of our business and 100% of the solutions we propose and deliver come from us.

Using MBE/WBE is an honorable goal and we make every effort to promote diversity in our organization, leadership, and ownership.

Best Regards,

Lori J. Steele
Chairman and Chief Executive Officer

**CERTIFICATIONS
(SECTION 4)**

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE UNDERSIGNED IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20 % or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Undersigned has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Undersigned would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE UNDERSIGNED HEREBY CERTIFIES THAT: *In accordance with 720 ILCS 5/33 E-11, neither the Undersigned nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.*

C. DRUG FREE WORKPLACE ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned will provide a drug free workplace, as required by Public Act 86-1459 (30 ILCS 580/2-11).

D. DELINQUENCY IN PAYMENT OF TAXES

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-129.

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq*).

F. ILLINOIS HUMAN RIGHTS ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: It is in compliance with the the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.

G. MACBRIDE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132

If the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, the primary contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

H. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-127;

The Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is determined from time to time by, and is available from, the Chief Financial Officer of the County.

For purposes of this EDS Section 4, H, "Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "Contract" as used in this EDS, Section 4, I, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);
- 2) Community Development Block Grants;
- 3) President's Office of Employment Training;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

**REQUIRED DISCLOSURES
(SECTION 5)**

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons or entities that have made lobbying contacts on your behalf with respect to this contract:

Name	Address
<u>n/a</u>	_____
_____	_____
_____	_____

2. LOCAL BUSINESS PREFERENCE DISCLOSURE; CODE, CHAPTER 34, SECTION 34-151(p);

"Local Business" shall mean a person authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County.

a) Is Bidder a "Local Business" as defined above?

Yes: _____ No:

b) If yes, list business address(es) within Cook County:

c) Does Bidder employ the majority of its regular full-time workforce within Cook County?

Yes: _____ No:

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-366)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege. All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS and complete the following, based upon the definitions and other information included in such Affidavit:

Applicant has no "Substantial Owner."

OR

_____ The Cook County Affidavit of Child Support Obligations has been completed by all "Substantial Owners" and is attached to this EDS.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Undersigned must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Undersigned in Cook County:

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) The Undersigned owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Undersigned certified to all Certifications and other statements contained in this EDS.

Everyone Counts plan.
11-84-0158

COOK COUNTY AFFIDAVIT OF CHILD SUPPORT OBLIGATIONS

Effective July 1, 1998, every applicant for a County Privilege shall be in full compliance with any Child Support Order before such applicant is entitled to receive a County Privilege. When Delinquent Child Support Exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

"Applicant" means any person or business entity, including all Substantial Owners, seeking issuance of a County Privilege or renewal of an existing County Privilege from the County. This term shall not include any political subdivision of the federal or state government, including units of local government, and not-for-profit organizations.

"County Privilege" means any business license, including but not limited to liquor dealers' licenses, packaged goods licenses, tavern licenses, restaurant licenses, and gun licenses; real property license or lease; permit, including but not limited to building permits, zoning permits or approvals; environmental certificate; County HOME Loan, and contracts exceeding the value of \$10,000.00.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Applicants/Substantial Owners are required to complete this affidavit and comply with the Child Support Enforcement Ordinance before any privilege is granted. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

Privilege Information:

County Privilege: _____
County Department: _____

Applicant Information:

Last name: Steele First Name: LORI MI: J.
SS# (Last Four Digits): 2 2 7 0
Street Address: 1549 Fairway Vista
City: Ercinitas State: California Zip: 92024
Home Phone: (619) 851 - 9405 Drivers License No: C2510569

Child Support Obligation Information:

The Undersigned applicant, being duly sworn on oath or affirmation hereby states that to the best of my knowledge (place an "X" next to "A", "B", "C", or "D").

- A. The Applicant has no judicially or administratively ordered child support obligations.
- B. The Applicant has an outstanding judicially or administratively ordered obligation, but is paying in accordance with the terms of the order.
- C. The Applicant is delinquent in paying judicially or administratively ordered child support obligations
- D. The Applicant is not a substantial owner as defined above.

The Undersigned applicant understands that failure to disclose any judicially or administratively ordered child support debt owed will be grounds for revoking the privilege.

Signature: [Handwritten Signature] Date: January 3, 2012
Subscribed and sworn to before me this _____ day of _____, 20____

X _____
Notary Public Signature Notary Seal

~~Esc~~ Everyone Counts, Inc
11-84-015P

State of California
County of San Diego

Subscribed and sworn to (or affirmed) before me on this 3rd
day of January, 2012, by Lori Steele

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

SUHAIR SENAN JAYYUSI
Commission # 1899736
Notary Public - California
San Diego County
My Comm. Expires Aug 15, 2014

Signature

A handwritten signature in black ink, appearing to read "Suhair", written over a horizontal line.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the Applicant or Stock/Beneficial Interest Holder

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name Lori Steele D/B/A: _____ EIN NO.: 20-2957497

Street Address: 4435 Eastgate Mall, Ste. 100

City: San Diego State: California Zip Code: 92121

Phone No.: 858-427-4672

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the Applicant or Stock/Beneficial Interest Holder

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name _____ D/B/A: _____ EIN NO.: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Phone No.: _____

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
Lori J. Steele	4435 Eastgate Mall Ste. 100 San Diego, CA 92121	9%
Aaron Contorer	4435 Eastgate Mall Ste. 100 San Diego, CA 92121	6%
James R. Greenbaum	4435 Eastgate Mall Ste. 100 San Diego, CA 92121	24%
Joshua Mailman	4435 Eastgate Mall Ste. 100 San Diego, CA 92121	8%

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address

3. Is the Applicant constructively controlled by another person or Legal Entity? Yes No

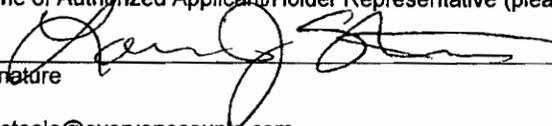
If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

Declaration (check the applicable box):

- I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Lori J. Steele
Name of Authorized Applicant/Holder Representative (please print or type)


Signature

lori.steele@everyonecounts.com
E-mail address

Chairman/C.E.O
Title

January 3, 2012
Date

858-427-4672
Phone Number

Subscribed to and sworn before me
this 3rd day of January, 2012.

My commission expires:

X
Notary Public Signature

Notary Seal

State of California
County of San Diego

Subscribed and sworn to (or affirmed) before me on this 3rd
day of January, 2012, by Loki Steele

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

SUHAIR SENAN JAYYUSI
Commission # 1899736
Notary Public - California
San Diego County
My Comm. Expires Aug 15, 2014

Signature

A handwritten signature in black ink, appearing to be "Suhair", written over a horizontal line.

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
Lori J. Steele	4435 Eastgate Mall, Suite 100; San Diego, CA 92121	9%
Aaron Contorer	4435 Eastgate Mall, Suite 100; San Diego, CA 92121	6%
James R. Greenbaum	4435 Eastgate Mall, Suite 100; San Diego, CA 92121	24%
Joshua Mailman	4435 Eastgate Mall, Suite 100; San Diego, CA 92121	8%

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address

3. Is the Applicant constructively controlled by another person or Legal Entity? Yes No

If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

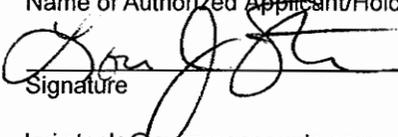
Declaration (check the applicable box):

I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.

I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Lori J. Steele
Name of Authorized Applicant/Holder Representative (please print or type)

Chairman/C.E.O
Title


Signature

7/5/2011
Date

lori.steele@everyonecounts.com
E-mail address

858-427-4672
Phone Number

Subscribed to and sworn before me
this ____ day of ____, 20__.

My commission expires:

X
Notary Public Signature

Notary Seal

State of California .
County of San Diego

Subscribed and sworn to (or affirmed) before me on this 5th
day of July, 20 11, by LORI STEELE

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

SUAHIR SENAN JAYYUSI
Commission # 1899736
Notary Public - California
San Diego County
My Comm. Expires Aug 15, 2014

Signature

A handwritten signature in black ink, appearing to read "Suha J", written over a horizontal line.

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

ursuant to Section 2-582 of the Cook County Ethics Ordinance, any *person* doing business** with Cook County must disclose, to the Cook County Board of Ethics, the existence of *familial relationships** to any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County. Please print your responses.

Name of Owner/Employee: Lori J. Steele Title: Chairman/C.E.O.

Business Entity Name: Everyone Counts, Inc. Phone: 858-427-4672

Business Entity Address: 4435 Eastgate Mall, Ste. 100 San Diego, CA 92121

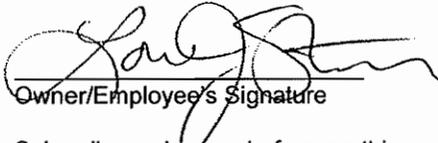
 The following familial relationship exists between the owner or any employee of the business entity contracted to do business with Cook County **and** any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

Owner/Employee Name:	Related to:	Relationship
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

If more space is needed, attach an additional sheet following the above format.

 X There is **no** familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

To the best of my knowledge and belief, the information provided above is true and complete.


Owner/Employee's Signature

7/5/2011
Date

Subscribe and sworn before me this _____ Day of _____, 20__

a Notary Public in and for _____ County

(Signature)

NOTARY PUBLIC My Commission expires _____

SEAL

Completed forms must be filed within 30 days of the execution of any contract or lease with Cook County and should be mailed to:

Cook County Board of Ethics
69 West Washington Street, Suite 3040
Chicago, Illinois 60602

State of California
County of San Diego

Subscribed and sworn to (or affirmed) before me on this 5th
day of July, 20 11, by LORI STEELE

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

SUHAIR SENAN JAYYUSI
Commission # 1899736
Notary Public - California
San Diego County
My Comm. Expires Aug 15, 2014

Signature

A handwritten signature in cursive script, appearing to read "Suhair", written over a horizontal line.

SIGNATURE BY A CORPORATION
(SECTION 8)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Purchasing Agent in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: Everyone Counts, Inc.

BUSINESS ADDRESS: 4435 Eastgate Mall, Ste. 100
San Diego, CA 92121

BUSINESS TELEPHONE: 858-427-4673 FAX NUMBER: 858-876-1606

CONTACT PERSON: Lori J. Steele

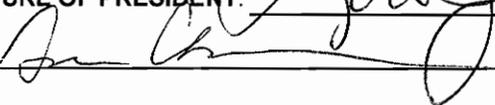
FEIN: 20-2957497 *IL CORPORATE FILE NUMBER: _____

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Lori J. Steele VICE PRESIDENT: _____

SECRETARY: Aaron Contorer TREASURER: Lori J. Steele

**SIGNATURE OF PRESIDENT:  _____

ATTEST:  _____ (CORPORATE SECRETARY)

Subscribed and sworn to before me this

5th day of January, 2012.

My commission expires: _____

X _____
Notary Public Signature

Notary Seal

* If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

** In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

State of California
County of San Diego

Subscribed and sworn to (or affirmed) before me on this 5th
day of January, 2012, by Lori Steele and
Aaron Contor,
proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature

A handwritten signature in black ink, appearing to read "Suhair", written over a horizontal line.

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "EVERYONE COUNTS, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE EIGHTEENTH DAY OF OCTOBER, A.D. 2010.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "EVERYONE COUNTS, INC." WAS INCORPORATED ON THE FIRST DAY OF JUNE, A.D. 2005.

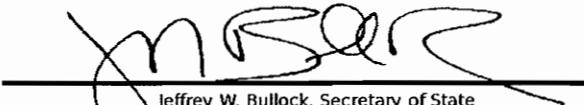
AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.

3978772 8300

101004385




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 8295255

DATE: 10-18-10

COOK COUNTY SIGNATURE PAGE
(SECTION 9)

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

Joni Preequonzie

PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

Kevin de la Cruz

COOK COUNTY PURCHASING AGENT

Tobias Rumbold

COOK COUNTY COMPTROLLER

DATED AT CHICAGO, ILLINOIS THIS 18 DAY OF January, 2012

IN THE CASE OF A BID PROPOSAL, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENT NUMBER

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

JAN 18 2012

OR

ITEM(S), SECTION(S), PART(S): _____

COM _____

TOTAL AMOUNT OF CONTRACT: \$ _____

251,970 (not to exceed amount)

(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

ASSISTANT STATE'S ATTORNEY

EXHIBIT 1

Scope of Services

SCOPE OF SERVICES

Electronic Absentee Ballot Delivery System

Requirements

- The System must securely and electronically deliver ballots to absentee voters, particularly those classified as military and overseas voters.
- The System must provide a method for voters to mark ballots securely and privately, and then return ballots to the Clerk in such a fashion that they are easily tabulated. These results in turn must be easily integrated into the tally of all other classes of mail-in ballots.

The Clerk expects that for the 2012 elections, no more than 2000 voters will fit in the military and overseas classification. In the 2013 elections, no more than 250 voters will fit in the military and overseas classification for any of the four elections. However, should state law change, the Clerk may be interested in expanding the delivery method to other absentee voters.

The Clerk will provide the Electronic Ballot Delivery System Contractor with ballot images in PDF or PostScript format for each face (front and back) of the ballot styles to be printed as well as digital data files as necessary to create the appropriate interface for the voters.

It is anticipated that there will be as many as 3,000 images (1,500 ballot styles) for the March, 2012 Primary and 1,500 images (750 ballot styles) for the November, 2012 General Election; and as many as 150 images (75 ballot styles) for the February, 2013 Consolidated Primary and 2,000 images (1,000 ballot styles) for the April, 2013 Consolidated General Election.

The Clerk will supply the first set of images necessary for electronic delivery on or around February 5, 2012 for the Primary Election and on or around September 15, 2012 for the General Election and on or around Jan 5, 2013 for the Consolidated Primary and on or around February 15, 2013 for the Consolidated Election.

The solution should include the ability to convert the mailed-in ballots from the voters to ballots readable by the 400C, with common dimensions of nine and three-quarter inches wide by 18 inches long, on 90 lb. stock.

Executive Summary

eLect Today™, Everyone Counts' online ballot marking solution with voter-verified paper return, is the right solution to streamline Cook County's UOCAVA ballot process. Precinct-specific ballots will be made available online, and can be returned to the jurisdiction by mail.

eLect Today:

- Provides a voter-verified paper trail
- Increases ballot marking accuracy and reduces the risk of a spoiled ballot
- Increases privacy by allowing voters with disabilities to use assistive devices and vote independently
- Enhances security by requiring voter credentials to obtain ballot
- Speeds ballot delivery

Using the unique ballot styles provided by Cook County, eLect Today places the complete ballot choices for a given voter on a secure server and provides online access to the voter's ballot starting on the date specified by the state Elections Division. The voter is provided with secure and private access to his or her unique ballot through the authentication process authorized by the Elections Division.

When accessing their unique ballot, the voter is provided with a 508 compliant ballot and may securely mark their choices, conforming to the requirements of HAVA, which include allowing the voter to review and change their ballot before finalizing. When satisfied with their choices, the voter prints out his or her ballot and other required materials, including the self-affirmation form and return ballot instructions.

How eLect Today works for the voter:

1. Voter securely accesses their precinct-specific ballot based on authentication credentials
2. Voter marks their ballot in a HAVA compliant way
3. Voter reviews their ballot choices and makes any desired changes
4. Voter prints their marked ballot and signs required forms
5. Voter returns ballot to the election office with wet signature, according to existing election laws

Key Personnel

Everyone Counts has built a strong team of professionals who are the best at what they do. Our experience in this innovative area of voting is second to none. Cook County's elections will include the following key Everyone Counts personnel.

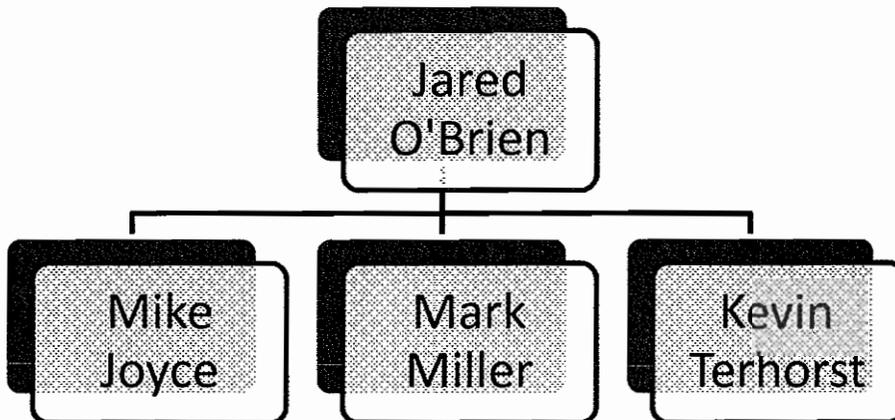
Jared O'Brien – Lead Elections Administrator – supervises the successful conduct of all phases of public and private sector elections administered by Everyone Counts. O'Brien has overseen the administration of hundreds of elections, including public elections in the US States of Hawaii, Washington, Colorado, Utah and West Virginia that utilized Everyone Counts' eLect software to provide better voting solutions for voters with disabilities and military and overseas voters.

Mike Joyce – Senior Program Manager – For over 8 years Mike has managed and scaled Telecommunications professional services, operational, and sales organizations. Overseeing development, deployment and support of over 10,000 Asterisk PBX systems, Mike specializes in building and organizing highly technical teams through a lead-by-example approach. As a former software development and systems engineer, Mike has a deep understanding of Linux / UNIX, Telecom, Networking and Systems Integration.

Mark Miller – Senior Program Manager – brings his award-winning technology management skills from Microsoft and Gallup to each project. He has 19 years software engineering expertise and a proven track record for turning data-driven scientific computing prototypes into released products, and helping their teams, technology and processes to scale and grow quickly.

Kevin Terhorst – Elections Administrator – is a graduate of Tufts University in Medford, Mass, where he served two terms as Chairman of the Tufts Election Commission. While with the Elections Commission, he coordinated over a dozen student body elections, setting university records for voter participation. He attended American University to study American politics, and held a position in research at a Washington-based think tank. Since joining Everyone Counts as an Election Administrator, Kevin works directly with clients to provide outstanding service, and simultaneously manages numerous elections, consisting of over 125,000 eligible voters.

Organizational Chart



Program Plan

Online Ballot Delivery

Key Features

The solution provides online ballot delivery and marking, and allows for the voter to print the marked ballot and return it with a wet signature per current law. Below you will find a description and screen shots of our feature-rich solution. This is not an all inclusive list and we welcome the opportunity to work with you to design your solution.

Voter log-in Summary.

- Voters may be authenticated using a variety of credentials which may be personal information or a distributed credential
- Based on the voters login details, they are presented with the correct ballot style

Description:

Everyone Counts' eLect Platform™ has the flexibility to utilize any source of information required as authentication credentials.

For Cook County voters, we recommend the following authentication mechanism:

1. Voters authenticate with eLect by entering Voter's:
 - Date of birth, AND
 - Drivers license number OR last four digits of Social Security number

Date of Birth (MMDDYYYY)

Last 4 Digits of SSN (Numbers only)

OR:

**Driver's License Number
(Numbers only, no dashes)**

Example of AND / OR Data Entry inclusive of Date of Birth, Last 4 Digits of SSN, OR Drivers License Number

2. Information gathered is validated using existing data within the clerk's voter registration database.

Throughout the voting process, Cook County has the ability to update the list of eligible voters as necessary. Other authentication methods are available.

Voter Instructions Summary

- The solution provides voter instructions for completing the ballot
- Notification to the voter regarding over/under votes
- Instructions for printing and returning voted ballot with a wet signature
- A coversheet and any other information required, can be included

Description:

Through usability research, Everyone Counts has designed the voting experience to maximize completion rates. This research has resulted in an industry-leading voting experience that maximizes consistency and minimizes any possible manual voting errors.

All voting logic within a given ballot is enforced by the voting system as desired. Additionally, if a voter deviates from any ballot logic, a notification is presented to the voter, minimizing the mismarking of any ballot that deviates from the determined ballot logic, such as undervoting or overvoting.

REPRESENTATIVE TO THE 112th
UNITED STATES CONGRESS - DISTRICT 5
(Vote for One)



No choices made

Example of Undervoting Notification

Included with each ballot printout are required instructions, determined by the class and eligibility for that particular voter. To include but not limited to:

- Specific cover sheets
- Mailing and security envelope templates
- Postal and email addresses
- Oath statements

Ballot design/layout Summary:

- The solution accommodates all requirements for Cook County's ballot language and design.
- Contests and issues are ordered on the ballot as certified by Cook County.
- Ballots are accurate according to unique ballot style/split.
- Ballots are able to include write-in candidates. The list of qualified write-in candidates can be available to the voter.

Description:

Ballot Design, Language and Terminology

Ballot language is determined by Cook County and implemented by Everyone Counts. There are no limitations associated with the language, terminology, or design of ballots.

Contest and Issue Order

Contest and issue order are determined by the Jurisdiction and implemented by Everyone Counts. There are no limitations associated with the ordering of races or issues.

Ballot Split

Ballots can be split at designated points to break the ballot into multiple pages as designated by the Jurisdiction. There are no limitations on the number of splits within a ballot. However, a single contest cannot be split onto multiple pages.

Write-in Candidates

Write-in Candidate choices can be made available to the voter per Cook County's request.

Links to a full list of certified write-in candidates may be embedded as a whole at any point in

the election process, or per contest.

Ballot data and external interfaces Summary.

- The solution allows for flexible data import.
- The solution is capable of importing ballot data in the format normally provided by the county, which includes a Dominion-specific EMS format, Access, Excel, Word, Text, PDF, or CSV file.

Description:

Everyone Counts is able to receive, extract, and import ballot data from a wide variety of database formats including Dominion. This also includes the following formats:

- XML, EML or other XML-based standards
- Microsoft Access
- Microsoft Excel
- Plain Text and Microsoft Word
- CSV, TSV, or other delimited standard
- SOAP, JSON, XMLRPC or other web integration standards
- PDF - Everyone Counts proprietary technology, known as Ballot Scraping, allows for automated data extraction from PDF files.

HAVA/ADA compliance Summary.

- eLect Today does not allow overvoting.
- eLect Today allows undervoting, but notifies of the undervote and offers the opportunity to make a change.
- eLect Today is designed to interact with standard accessibility interfaces.
- eLect Today provides a summary of the selections and allow the voter to make changes before finalizing and printing the ballot for return.

Description:

Everyone Counts' eLect solutions are designed to accommodate all ballot logic requirements.

Overvoting Enforcement

According to the ballot logic designated, voters are allowed to choose the maximum number of possible preferences and are not allowed to choose additional preferences beyond the 'vote for' number for a given contest.

Undervoting Notification

According to the ballot logic designated, voters are able to complete a ballot without choosing any preference, or the total allowed preferences, for a given contest. However, for each contest where undervoting has occurred, a notification informs the user of an undervoting condition on the ballot summary page.

REPRESENTATIVE TO THE 112th
UNITED STATES CONGRESS - DISTRICT 5
(Vote for One)



No choices made

Example of Undervoting Notification

Accessibility

Everyone Counts eLect solutions have been designed to be compliant with accessibility web standards defined in Section 508 of the U.S. Rehabilitation Act of 1973, as amended, and with the requirements of HAVA.

Everyone Counts regularly engages disability groups to improve service for voters with disabilities. Each Everyone Counts election is compliant with Section 508 for web standards to enable integration with assistive devices and browsers, such as the JAWS screen-reader browser.

Summary Provided

At the end of each voting section, a summary of all preferences are provided to the voter. The voter is provided the choice to confirm and submit their ballot, or to return to the ballot and make changes to their existing preferences.

UNITED STATES SENATOR
(Vote for One)

Michael F. Bennet

REPRESENTATIVE TO THE 112th
UNITED STATES CONGRESS - DISTRICT 5
(Vote for One)

Doug Lamborn

Example Summary of Preferences Selected

Change **Cancel**

Example Confirmation of Changes

eLect Security Standards

eLect anticipates, detects, and prevents security threats.

System and Ballot Security Protocols Summary.

- eLect uses standard encryption practices currently documented and validated for use by the U.S. federal government.
- eLect employs an industry standard means to detect the presence of an intrusive process.

Description:

More than simple ballot delivery, an election is formulated of many components, one of the most critical being security. An election solution - the infrastructure (hardware, networks, and software) and the actual data (elector registration information, ballots cast, and results) - must be

protected from both intentional and unintentional interference.

Everyone Counts understands security as being about layer upon layer of protection, cumulatively increasing the safety of the election project, and accomplishes this by using military-grade security and industry-standard accredited facilities; ensuring that only security-cleared individuals have access to the infrastructure; deploying software that requires multiple levels of access to be able to see any encrypted data; and having a world-class team of election and technology experts providing election services.

Everyone Counts adheres to the National Institute of Standards and Technology's (NIST) guidelines for encryption, threat modeling, physical server security, and tamper-detection monitoring. These measures enable us to identify suspicious activity and anticipate any potential threats.

As an experienced provider of secure voting solutions, Everyone Counts has a demonstrated understanding of software, data security and management, accessibility, and elections management. In the dozens of binding government elections Everyone Counts has deployed, there has never been a security breach, and no election has ever been disputed or decertified.

Data Security and Destruction Summary.

- eLect Today does not store voted ballots.
- Confidential voter information is protected from accidental disclosure or breach at all times.

Description:

Everyone Counts' eLect Today platform never retains, stores, or caches any voter preferences or choices made. All voting preferences are immediately discarded once a voter has logged off of the voting system.

Any and all identifying voter information stored for the purpose of authenticating a voter and matching them to their unique ballot, may be permanently discarded according to guidelines supplied by Cook County.

Hosting

Hosting Summary

- Everyone Counts solution comes fully hosted
- The solution can also be deployed for local hosting in your facilities

Description:

Everyone Counts includes with its license a fully hosted solution. Cook County may choose to have us deploy the solution within the County's Infrastructure.

Physical Security:

Our election services are hosted at the American Internet Services (AIS) Lightwave Datacenter in San Diego, California. This is AIS's central Network Operations Center and is staffed 24

hours a day, 365 days a year without exception. Access to the facility is restricted. Security features include: authorized access only via badge scan, armed mantrap doors, biometric scan, and combination locks protecting Everyone Counts' servers from unauthorized staff or customers.

Redundancy:

Our servers receive their Internet connection from two distinct connectivity services: the primary service is provided by AIS. Our secondary link is Hot Standby Router Protocol (HSRP), providing failover coverage in the event that the primary link goes down and a router on the secondary link goes down. In this case, the standby router on the secondary link takes over the connections. Because of this, we have three levels of redundancy to the Internet.

Power for our servers comes from two independent circuits, and every component in our cabinet is covered by a hot spare or active-active redundancy, from the servers to the storage to the switches.

Additional Security Details:

The datacenter is protected by state of the art Cisco firewalls; all connections not relating to public access services require accessing our IPSEC VPN with 2 layers of authentication. Our servers, conforming to best practices in security protocols, are regularly scanned for viruses, spyware, and other grayware that might compromise security. We utilize VMware ESXi and vSphere Servers to provide hosting for our election services as virtual servers. This allows us to provide failover from one physical server to another in less than five minutes in the event of a catastrophic hardware failure on one of our vSphere cluster members. Additionally, all hardware is under a premium contract that requires replacement equipment be provided immediately. This ensures the quickest return to full operational capability.

We look forward to exploring more details related to hosting and security with the election and technology staff.

Support and Help Desk

Support and Help Desk Summary

- Your project team is available to you 24/7 during your election to serve your election administrators
- Everyone Counts can also provide 24/7 support to voters should Cook County choose

Description:

Jurisdiction Helpdesk Option

Everyone Counts' service model is designed to provide consistent and immediate assistance to Cook County.

From the project kickoff, an Everyone Counts Election Administrator is designated as a single

point of contact for the jurisdiction. This single point of contact will ensure information is quickly and readily accessible through the building and ongoing management of the election.

This Everyone Counts Election Administrator is supported by the full Everyone Counts Services department throughout the election process. Everyone Counts is available to Cook County twenty-four hours a day, seven days a week for the duration of the live election.

Voter Helpdesk Option

Everyone Counts is able to provide technical assistance by phone and email to voters. Everyone Counts partners with a long-standing, financially-stable helpdesk facility, based in Dallas, Texas, with over 16 years of experience to staff the Voter Helpdesk.

Voter Helpdesk services are available 24/7 to answer any procedural questions your voters may have. Everyone Counts Election Administrators are available 24/7 for as a point of escalation for the Voter Helpdesk Staff.

Note: The Voter Helpdesk Option an additional feature that Cook County may choose to add for an additional fee.

Context Specific Self-Help

Throughout the voting experience, context specific help is embedded into the system. For example, if a voter tries to log on with a 7 digit PIN, and a 9 digit PIN is required, the voter is informed of the need and directed to try again.

External Resources

An online document “Answers to Frequently Asked Questions (FAQs)” can also be provided and can include online voting topics based on Everyone Counts’ experience with voter questions, as well as general voting information the Cook County chooses to provide. For example, Cook County may choose to include questions such as: “Do I need to register for the next election?” or, “How do I change my address?”

Everyone Counts will work with Cook County as required to provide content specific help instructions and website links to other external resources.

Reporting and Statistics

Reporting and Statistics Summary:

- eLect includes the capability to provide a daily, weekly, and election summary of use by Cook County.
- The reports include a ballot style breakdown of ballots accessed and downloaded for printing.
- eLect also provides any voter satisfaction survey results and other associated reporting tools.

Description:

Reports

Everyone Counts, through its enhanced reporting system, provides regular reports of usage and

activity on daily and weekly intervals. These reports include, but are not limited to:

- Total Voter Turnout
- Total Voter Activity
- Total Login Activity
- Weekly Voter Turnout
- Weekly Voter Activity
- Weekly Login Activity
- Daily Voter Turnout
- Daily Voter Activity
- Daily Login Activity

An election summary report is produced at the conclusion of the election and includes statistical analysis, systems operational report, reliability and security report among other details of the completed election. This report can be customized to meet the needs of Cook County.

Customer Feedback

Everyone Counts includes a voluntary voter satisfaction survey and offers it to each voter when they have completed voting. The results of this survey is included in the election summary report.

Optional Features for Consideration

FPCA Integration

Everyone Counts can provide a variety of options to streamline absentee ballot signup and registration, allowing for a higher turnout and conversion for UOCAVA voters. Once received, the voters information is validated and the voter is then provided with credentials to complete an online ballot.

eLect Notify

An automated email notification solution that allows election officials to distribute individual or large scale emails or SMS (text messages) to voters, candidates, and others

Voter Helpdesk Option

Everyone Counts is able to provide technical assistance by phone and email to voters. Everyone Counts partners with a long-standing, financially-stable helpdesk facility, based in Dallas, Texas, with over 16 years of experience to staff the Voter Helpdesk.

Voter Helpdesk services are available 24/7 to answer any procedural questions your voters may have. Everyone Counts Election Administrators are available 24/7 for as a point of escalation for the Voter Helpdesk Staff.

Features and Benefits of eLect

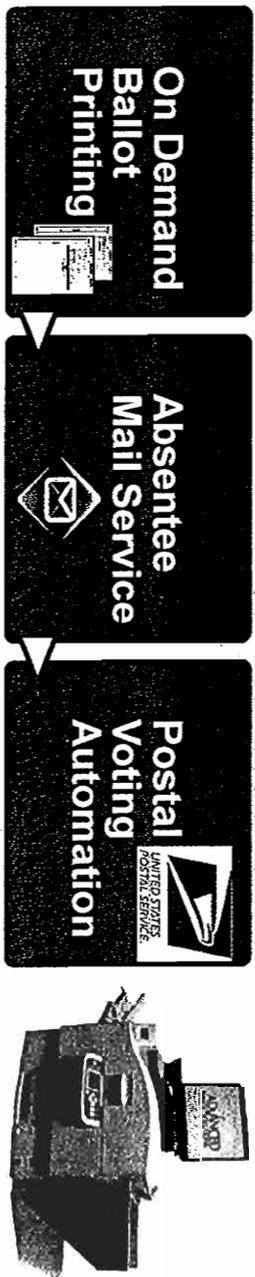
Criteria	eLect Features	eLect Benefits
Significance	<ul style="list-style-type: none"> · Customized voter-friendly online information · Future FPCA integration with VR database * · eLect logic built into voting experience · Single data source generation ensures consistency across multiple platforms 	<ul style="list-style-type: none"> · Online access to voter help, information, and resources · Instant online registration · Voter assured of success through ballot marking process · Eliminates human error and provides checks and balances
Sustainability	<ul style="list-style-type: none"> · Hosted solution · Low annual maintenance fees · Cross platform functionality to other types of voters 	<ul style="list-style-type: none"> · No need for additional IT infrastructure or staff · Contains cost of use over time · Other funding sources can be used to share burden of costs such as HAVA and HHS
Impact	<ul style="list-style-type: none"> · Highly available and accessible ballot · Online ballot marking tool 	<ul style="list-style-type: none"> · Improve accessibility and UOCAVA participation rates · Voter friendly, prohibits over-voting, higher voter confidence in results; MOVE & HAVA compliant solution
Strategic Approach	<ul style="list-style-type: none"> · eLect logic built into voter experience · eLect data reporting tools · Make ballots available earlier 	<ul style="list-style-type: none"> · Improved UOCAVA participation rate · Measure effectiveness to determine if benchmarks met · Improved UOCAVA participation rates
Innovation	<ul style="list-style-type: none"> · Transcriber ballot remaking · eLect Platform multi-channel voting 	<ul style="list-style-type: none"> · Saves time, money and reduces ballot recreation errors · Solution grows with you
Scalability	<ul style="list-style-type: none"> · Scalable to allow for more voters · Accessible voting solution 	<ul style="list-style-type: none"> · Accommodates more ballots cast as participation grows · Ideal tool for absentee use and voters with disabilities
Collaboration	<ul style="list-style-type: none"> · Possibility to work with 	<ul style="list-style-type: none"> · Share lessons learned and improve best

	<p>other counties/states</p> <ul style="list-style-type: none"> · Possibility to work with other counties/states 	<p>practices</p> <ul style="list-style-type: none"> · Mutually benefit from newly developed technology
Cost/Benefit	<ul style="list-style-type: none"> · Multi-year licensing · No overseas mail 	<ul style="list-style-type: none"> · Guarantees budgetary certainty · Dramatic savings in ballot printing, postage and related absentee costs for lost, spoiled, updated or duplicate ballots

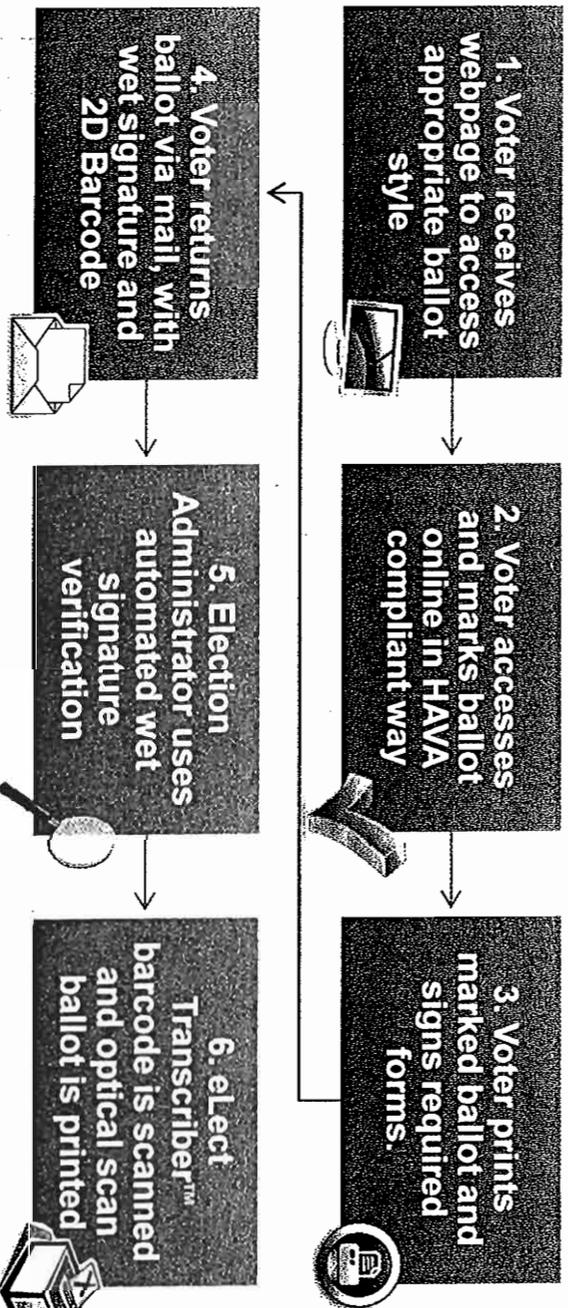
* As permitted by local law

Complete Solution for Cook County

Ballot On Demand



Universal Access Voting Solution



Everyone Counts and Advanced Ballot Solutions have been working in cooperation since the beginning of 2010. Our combined elect Transcriber™ and Balotar solutions are field tested and proven.

Implementation Plan

Everyone Counts seeks to work with Cook County to effectively support its 2012-2014 elections and beyond. The estimated schedule will be reviewed and confirmed. As a sample, here is a schedule for the upcoming March 20, 2011 primary:

**Everyone Counts notes that Cook County has stated on page 3 of the RFP, that ballot information will be provided on or around February 5, 2012 for this election. This is 43 days prior to the March 20, 2011 election. In order to be in compliance with MOVE, the ballot must be ready 45 days prior to the election. We are happy to work with you to establish a timeline that reflects this compliance. The below is a sample based on dates provided in the RFP.*

Description	Start Date	Length	Notes
Project Initiation	January 5, 2012	15 Days	Project kickoff and requirements gathering.
Production	February 5, 2012	5 Days	Building election systems and importing of all election data into the Everyone Counts platform
Testing and Review	February 10, 2012	5 Days	Quality assurance review
Logic and Accuracy	February 15, 2012	1 Day	Logic and Accuracy testing on all election logic
Election Period	February 20, 2012	28 Days	Running of the election
Post-Election Review	To Be Determined	1 Day	Review of customer service surveys, and delivery of final election report

Project Team

Each team member will have a specific function to fulfill. Please find full bios below in the Key Personnel section. The main roles and responsibilities are outlined here:

Project Lead: (Jared O'Brien) Your project lead is your main point of contact for the election. This person is responsible for managing the Everyone Counts team, being the primary liason with your office, managing the project plan and ensuring that all aspects of this plan are executed accurately and on-time.

Election Administrator: (Kevin Terhorst) The Election Administer leads most of the drafting of the election within the specifications as provided by the Project Lead.

Internal Systems Manager: (Mark Miller) This role is the liason between the engineering and quality departments and your Project Lead. This person ensures that all technical aspects of your election are ready from engineering and fully tested by quality.

Election Consultant: (Karen Clakeley) Your sales representative plays an active part in the process to ensure that your needs are being met at all times and you are completely satisfied with the project.

Database System Integration

Everyone Counts has experience working with Dominion/Sequoia customers and can work with this system without issue. We have provided solutions for Denver County, Colorado and Franklin County, Washington. Both of which are Dominion/Sequoia users.

eLect allows for Flexible Ballot Import/Export and Flexible Voter Import/Export. This feature is one of the best advantages of the eLect Platform as it provides ease to the Election Administrator for the jurisdiction. This includes, but is not limited to, the following formats:

- § XML, EML or other XML-based standards
- § Microsoft Access
- § Microsoft Excel
- § Plain Text and Microsoft Word
- § CSV, TSV, or other delimited standard
- § SOAP, JSON, XMLRPC or other web integration standards
- § PDF - Everyone Counts proprietary technology, known as Ballot Scraping, allows for automated data extraction from PDF files.

EXHIBIT 2

Schedule of Compensation

COOK COUNTY - RFP NO. 11-84-015P

ELECTRONIC BALLOT DELIVERY SYSTEM

Best and Final Offer

Appendix I, Pricing

Prepared for the Cook County Clerk's Office

December 22, 2011

Contact:

Karen G. Clakeley
Vice President Sales
Direct: (858) 007-1559
Karen.clakeley@everyonecounts.com

APPENDIX I- PRICING PROPOSAL

1. METHOD AND RATE OF PAYMENT

Area 1—Electronic Absentee Ballot Delivery System

Hardware Cost: \$0, Solution requires no hardware
Specify purchase or lease
(Provide a list of Hardware equipment)

Software cost, development: _____
If per voter or range of voters, specify

Software licensing cost (over three years): \$100,000, license includes up to 35,000 voters
If per voter or range of voters, specify License includes first year maintenance

Support: Support may be specified either in a lump sum amount or in an hourly format: \$10,000 annual maintenance years 2 & 3
(3-yr warranty for service and maintenance) \$8,000 per election fee

Area 1 Grand Total \$168,000

Optional Technology for Area 1:

- I. **Election Administration:** In response to our customers desire to reduce costs and streamline election administration and the ballot building process, while reducing the potential for human error, Everyone Counts is recommending the inclusion of our eLect Administration Wizard. By including this technology in your FVAP grant application this becomes a funded solution vs. per election fees that are funded directly by the County.

eLect Administration Wizard – Phase 1

This functionality would provide the ability for Cook County to build their own ballots through an online wizard vs. contracting with an outside vendor (in this case, Everyone Counts) to produce UOCAVA ballots. By selecting this module, the per election administrative fees associated with this bid – and the ongoing per election fees beyond 2012 – would be eliminated and election administration would be streamlined. This phase of the solution would be readied for use by Cook County in time for the General Election in 2012.

eLect Administration Wizard – Phase 2

In this phase of the technology rollout the wizard would be integrated with both Cook County's EMS and Voter Registration Databases. Everyone Counts will enhance the wizard for ballot building by allowing for the automated export of data into the eLect Administration tools. This second phase delivers a fully integrated module between the county, all databases used in administering the election and Everyone Counts.

Pricing:

Activation, Configuration, Customization, Integration: \$50,000

Note: this one-time cost would replace the ongoing per election fee of \$8,000.

An active eLect license with Everyone Counts must be maintained to utilize this solution.

II. Federal Postcard Application (FPCA):

To facilitate UOCAVA voter absentee registration, an online process will be created that allows the voter to register and submit details online. All data will be captured and provided to Cook County for integration into the existing Cook County Voter Registration System. Alternatively, voters can continue to complete a FPCA electronically and print, sign, and mail the FPCA to the Cook County elections office.

The FPCA provided to Cook County will be tailored and customized to match the look and feel desired by Cook County. Additionally, additional fields (such as e-mail address, mobile phone number, etc) can be added to the FPCA to be captured based on the specific needs of Cook County. Export and integration assistance will be provided to Cook County to facilitate the integration between the FPCA and the existing Cook County Voter Registration System.

Pricing:

Configuration, Customization, Integration: not to exceed \$25,000

III. eLect Notify: (solution to be used as needed or desired by the County)

To improve outreach and communications to UOCAVA voters, eLect Notify allows elections officials to send emails or text communications to UOCAVA voters. Everyone Counts is also agreeable to setting a not to exceed per election budget. With a clearly defined plan in plan some set up fees may be reduced.

Services include the receipt of names/email addresses from the county in the agreed upon format. Message details or fully scripted message in a text format would also be provided. Everyone Counts would process names and addresses, format email distribution, release emails, provide bounce management services, tracking and reporting.

eLect Notify Fees:

- Per Event/Message Fee: \$125.00 per event
 - Includes receipt of recipients, Formatting of messaging, reporting per event on bounces and non-delivery
- Per Message fee via email: \$0.001 per email address
- Per Message fee via SMS: \$0.003 per text location

This is an optional service. To minimize costs associated with this solution, Everyone Counts recommends preparing a per election campaign program – with a goal of outlining all messaging needs for the entire election period. This will allow us to prepare all messages at one time and reduce the per event fees. Example: Cook County desires to send two emails to voters: 1) Your ballot will be ready on this date; and 2) Your ballot is now ready. Assuming the same distribution for both, we will set these up at the same time and treat as one event.

IV. Ballot on Demand Solution

Cook County has requested that Everyone Counts identify costs to incorporate the ballot on demand remaking process. Everyone Counts has included eLect Transcriber in our proposal. The following serves to outline the solution and identify the hardware that is needed to complete the automated remaking process. The pricing has been requested of Advanced Ballot Solutions. Should Cook County desire, Everyone Counts is agreeable to serving as the contract prime with Advanced Ballot Solutions a sub contractor.

With the eLect Today solution the voter will access, mark and print their ballot. When printing the ballot, eLect Transcriber will print a 2D bar code on marked ballots with the voter's choices embedded, as well as the precinct and ballot style.

When ballots are received at the elections office, the elections office will use an agreed upon scanning device with ballot on demand software to scan the eLect Transcriber barcode. Once scanned a tabulation ready ballot meeting all specifications of the EMS Tabulation system will be produced. These ballots will then be able to be tabulated.

Configuration and Pricing Summary

The following hardware/software package is recommended.

Complete Turnkey System

- OKI Data 9650 Printer
- Desktop Computer with Ballot Converter Software
- 30 page per minute sheet fed scanner

Purchase Cost (Hardware and Software above):	\$25,145
Hardware & Software Maintenance/ licensing:	\$3,825 for three years
Election Support Cost (per election)	\$250

Ballot Fees

- A fee of \$0.50 will be billed for each printed ballot
- A ballot sheet is defined as a sheet of paper, regardless of whether printed on 1 or 2 sides. Ballot usage will be determined by the Balotar print audit software, which will account for every ballot request, by ballot type, processed through the software for printing.

2. Renewal Options

The County desires an option to renew the Contract that may result from this RFP. The County reserves the right to renew the contract based on continuing need and favorable market conditions, when in the best interest of the County. As a term of proposing in the RFP, please indicate renewal offer(s).

Everyone Counts offers the county the opportunity to extend the license for an additional three years simply by continuing to pay maintenance and per election fees or utilizing the eLect Administration Wizard.

EXHIBIT 2

Schedule of Compensation

All prices are exclusive of sales tax

1.	eLect Today License for Cook County Elections effective January 1, 2012 - December 31, 2015 for up to 35,000 absentee voters particularly Military and Overseas Citizens.	\$100,000
2.	eLect Platform included with eLect Today	N/C
3.	eLect Transcriber included with eLect Today	N/C
4.	Annual maintenance fee per year (2013 – 2015)	\$10,000/yr
5.	Per election fee (as needed by the County)	\$8,000
6.	eLect Administration Wizard: Activation, Configuration, Customization, Integration	\$50,000
7.	FPCA Integration w/ County VR database *Exact amount to be negotiated after work required is defined. This amount is not to exceed (NTE) amount	\$25,000
8.	eLect Notify - Email (setup charge per event)	\$125.00
9.	eLect Notify - Email (per message)	\$0.01
10.	eLect Notify - Text (per message)	\$0.03
11.	Ballot on Demand Solution Hardware (OKI Data 9650 Printer. Desktop Computer with Ballot Converter Software. 30 page per minute sheet fed scanner)	\$25,145.00
12.	Per Printed Ballot - Ballot on Demand Ballot Fees	\$0.50

Payment Schedule. Payment of various fees will be structured as below (pricing indicated is exclusive of sales tax).

1. eLect Today license fee:
 - 1.1. Twenty-Five percent (\$25,000) on completion of contract.
 - 1.2. Twenty-Five percent (\$25,000) upon completion of initial project plan
 - 1.3. Fifty percent (\$50,000) upon successful (as determined by the County) completion of 2012 Primary Election
2. Per election fees will be paid upon completion of the applicable election.
3. Annual maintenance fees will be paid within the month of January.(2013, 2014, 2015)
4. eLect Administrative Wizard:
 - 4.1. Forty percent (\$20,000) after completion of a mutually agreed upon project plan
 - 4.2. Forty percent (\$20,000) after major development is complete – defined as 50% project completion.
 - 4.3. Twenty percent (\$10,000) after successful (as determined by the County) completion of final testing.
5. eLect Notify to be invoiced and paid monthly for actual emails and text messages sent.
6. FPCA/County voter registration system integration:
 - 6.1. Forty percent (\$10,000) after completion of a mutually agreed upon project requirements document.
 - 6.2. Forty percent (\$10,000) after major development is complete – defined as 50% project completion
 - 6.3. Twenty percent (\$5,000) after successful (as determined by the County) completion of final testing.
7. Ballot on Demand Fees: To be agreed upon after completed project plan.

EXHIBIT 3

Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/3/2012

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).

PRODUCER Barney & Barney LLC CA Insurance Lic: 0C03950 9171 Towne Centre Dr, 500 San Diego CA 92122	CONTACT NAME: Chante Crowley, CIC, CISR
	PHONE (A/C No. Ext): (858) 457-3414 FAX (A/C No.):
INSURED Everyone Counts, Inc. 4435 Eastgate Mall, Suite 100 San Diego CA 92121	E-MAIL ADDRESS: chante.crowley@barneyandbarney.com
	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Hartford Casualty Insurance Co 29424
	INSURER B: Lloyd's of London
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 11-12 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		72SBMUW7626	3/8/2011	3/8/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			72SBMUW7626	3/8/2011	3/8/2012	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired/Non-Owned Auto Liability \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			72SBMUW7626	3/8/2011	3/8/2012	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability (Errors & Omissions)			ESZ00011911	1/12/2011	1/12/2012	Limit \$5,000,000 Deductible \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate Holder is Additional Insured per attached policy form #SS00080405. Primary and noncontributory wording applied per attached policy form ##SS00080405. *10 day notice of cancellation in the event of non-payment of premium.

CERTIFICATE HOLDER County of Cook, Cook County, Office of the Chief of Procurement Office 118 N, Clark St. Room 1018 Chicago, IL 60602	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE C Crowley, CIC, CISR/

BUSINESS LIABILITY COVERAGE FORM

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph (d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

BUSINESS LIABILITY COVERAGE FORM

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

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

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

BUSINESS LIABILITY COVERAGE FORM

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "EVERYONE COUNTS, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE EIGHTH DAY OF DECEMBER, A.D. 2011.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "EVERYONE COUNTS, INC." WAS INCORPORATED ON THE FIRST DAY OF JUNE, A.D. 2005.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

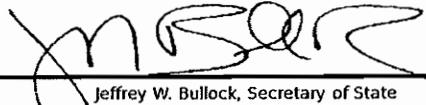
AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.

3978772 8300

111272177

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9213033

DATE: 12-08-11

EXHIBIT 4

Board Authorization

OFFICE OF THE COUNTY CLERK continued

CONTRACTS continued

ITEM #43

APPROVED

Transmitting a Communication, dated January 9, 2012 from

DAVID ORR, County Clerk
by
CLEM BALANOFF, Deputy County Clerk
and
MARIA DE LOURDES COSS, Purchasing Agent

requesting authorization for the Chief Procurement Officer to enter into and execute a contract with Runbeck Election Services, Inc., Tempe, Arizona, for a vote-by-mail processing system. (See related Item #41).

Reason: Runbeck Election Services, Inc. was the winning respondent to the Request for Proposal (RFP) for a vote-by-mail processing modernization system. Runbeck Election Services, Inc. is to provide hardware, software and maintenance for a comprehensive incoming absentee ballot mail management system. This item is funded using reimbursement funds from the requirements of Title III of the Help America Vote Act (HAVA) grant.

Estimated Fiscal Impact: None. Grant funded amount: \$259,466.00. Contract period: Thirty-six (36) months from the date of execution. (619-260 and 619-579 Accounts).

The Purchasing Agent concurs.

The Chief Information Officer has reviewed this item and concurs with this recommendation.

* * * * *

ITEM #44

APPROVED

Transmitting a Communication, dated January 9, 2012 from

DAVID ORR, County Clerk
by
CLEM BALANOFF, Deputy County Clerk
and
MARIA DE LOURDES COSS, Purchasing Agent

requesting authorization for the Chief Procurement Officer to enter into and execute a contract with Everyone Counts, Inc., San Diego, California, for an electronic ballot delivery system. (See related Item #41).

OFFICE OF THE COUNTY CLERK continued

CONTRACTS continued

ITEM #44 cont'd

Reason: Everyone Counts, Inc. was the winning respondent to the Request for Proposal (RFP) for an electronic ballot delivery system. Everyone Counts, Inc. is to provide hardware, software and maintenance for a comprehensive outbound absentee ballot mail operation. This item is funded using reimbursement funds from the requirements of Title III of the Help America Vote Act (HAVA) grant.

Estimated Fiscal Impact: None. Grant funded amount: \$251,970.00. Contract period: Thirty-six (36) months from the date of execution. (619-260 Account).

The Purchasing Agent concurs.

The Chief Information Officer has reviewed this item and concurs with this recommendation.