

**COUNTY-WIDE
CREDIT CARD PROCESSING SERVICES AGREEMENT**

BETWEEN



COOK COUNTY GOVERNMENT

AND

Lexis Nexis Vital Chek Network Inc.

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

FEB 01 2012

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CREDIT CARD PROCESSING SERVICES AGREEMENT

TABLE OF CONTENTS

TERMS AND CONDITIONS	1
ARTICLE 1) INCORPORATION OF BACKGROUND	1
ARTICLE 2) DEFINITIONS	1
a) Definitions	1
b) Interpretation.....	2
c) Incorporation of Exhibits.....	3
ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONTRACTOR	3
a) Scope of Services.....	3
b) Standard of Performance	3
c) Personnel.....	4
d) Minority and Women's Business Enterprises Commitment	5
e) Insurance.....	5
f) Indemnification.....	7
g) Confidentiality and Ownership of Documents	7
h) Patents, Copyrights and Licenses	8
i) Examination of Records and Audits.....	8
j) Subcontract Subcontracting or Assignment of Contract or Contract Funds.....	9
ARTICLE 4) TERM OF PERFORMANCE.....	10
a) Term of Performance	10
b) Timeliness of Performance	10
c) Agreement Extension Option	11
ARTICLE 5) COMPENSATION	11
a) Basis of Payment	11
b) Method of Payment.....	11
c) Taxes.....	11
ARTICLE 6) DISPUTES.....	12
ARTICLE 7) COMPLIANCE WITH ALL LAWS.....	12
ARTICLE 8) SPECIAL CONDITIONS.....	12
a) Warranties and Representations	12
b) Ethics	13
c) Joint and Several Liability	13
d) Business Documents.....	14
e) Conflicts of Interest	14
f) Non-Liability of Public Officials.....	15
ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET.....	15

a)	Events of Default Defined	15
b)	Remedies.....	16
c)	Early Termination.....	17
d)	Suspension	18
e)	Right to Offset	19
f.)	Delays	19
	ARTICLE 10) GENERAL CONDITIONS	19
a)	Entire Agreement.....	19
b)	Counterparts.....	20
c)	Modifications and Amendments.....	20
d)	Governing Law and Jurisdiction.....	21
e)	Severability	21
f)	Assigns.....	21
g)	Cooperation.....	21
h)	Waiver.....	22
i)	Independent Contractor	22
j)	Governmental Joint Purchasing Agreement.....	22
	ARTICLE 11) NOTICES	23
	ARTICLE 12) AUTHORITYY	23

Economic Disclosure Statement
Signature Pages

List of Exhibits

Exhibit 1	Scope of Services
Exhibit 2	Bid Price Proposal
Exhibit 3	Evidence of Insurance
Exhibit 4	Board Authorization

AGREEMENT

This Agreement is 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 Levislexis VitalChek, doing business as a(an) Corporation of the State of TX hereinafter referred to as "Contractor", pursuant to authorization by the Cook County Board of Commissioners on the _____ day of _____, 2011, as evidenced by Board Authorization letter attached hereto as EXHIBIT "4".

BACKGROUND

The County of Cook issued a Multi-Step Bid for Credit Card Services. In Step 1: Pre-qualification, submittals were evaluated by County representatives in accordance with the evaluation criteria published in the Multi-Step Document. A pre-qualified pool was identified and invited to participate in Step2: Sealed Bid process. Sealed bids were received and evaluated based on the lowest convenience fee percentage for credit card transactions.

Contractor represents that it has the 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 Contractor 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 Contractor 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 Using Departments .

"Services" means, collectively, the services, duties and responsibilities described in Article 3 and Exhibit 1, Scope of Services, 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 Contractor contracts to provide any part of the Services, including subcontractors and subContractors of any tier, suppliers and materials providers, whether or not in privity with Contractor.

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 CONTRACTOR

a) Scope of Services

This description of Services is intended to be general in nature and is neither a complete description of Contractor's Services nor a limitation on the Services that Contractor is to provide under this Agreement. Contractor must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Contractor 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) Standard of Performance

Contractor must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a Contractor performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Contractor 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, Contractor agrees to be held to the standard of care of a fiduciary.

Whenever applicable, Contractor 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. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor 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 Contractor fails to comply with the foregoing standards, Contractor 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 Contractor 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 Contractor either under this Agreement, at law or in equity.

c) Personnel

i) Adequate Staffing

Contractor 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. Contractor 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 Contractor 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

Contractor 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 Contractor that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor 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.

The List of Key Personnel is provided in Exhibit 1, Scope of Services.

iii) Salaries and Wages

Contractor 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 Contractor underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Contractor, 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 Contractor 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.

d) Minority and Women's Business Enterprises Commitment

In the performance of this Agreement, including the procurement and lease of materials or equipment, Contractor must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-277) except to the extent waived by the Compliance Director. Contractor's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Exhibit 3, upon acceptance by the Compliance Director. Contractor must utilize minority and women's business enterprises at the greater of the amounts committed to by the Contractor for this Agreement in accordance with Exhibit 3.

e) Insurance

Contractor must provide and maintain at Contractor's own expense, during the term of this Agreement and any time period following expiration if Contractor 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 Contractor 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, Contractor 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 Contractors 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 Contractor must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.6(a)(iv).

ii) **Additional Requirements**

(1) Contractor 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. Contractor must submit evidence of insurance on the County Insurance Certificate Form (copy attached as Exhibit 5) 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 Contractor is not a waiver by the County of any requirements for Contractor to obtain and maintain the specified coverages. Contractor must advise all insurers of the provisions in this Agreement regarding insurance. Non-conforming insurance does not relieve Contractor 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 Contractor. Contractor 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 Contractor in no way limit Contractor'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 Contractor 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) Contractor must require all Subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Contractor unless otherwise specified in this Agreement. If Contractor 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.

f) 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.

g) 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.

Whenever required, 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.

h) 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 Contractors' 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.

i) 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.

j) 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, Contractor 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 as of the date in the preamble ("**Effective Date**") and continues for a period of three (3) years or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

i) Contractor must provide the Services during the term of this Agreement. Further, Contractor acknowledges that **TIME IS OF THE ESSENCE** and that the failure of Contractor to comply with the time limits described in this Section 4 may result in economic or other losses to the County.

ii) Neither Contractor nor Contractor'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 Contractor 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 2 additional one-year periods under the same terms and conditions as this original Agreement. After approval by the County Board of Commissioners and 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

Contractor's compensation will be based on Exhibit 2, Schedule of Compensation. Contractor shall collect from the credit card holder no more than the amount set forth in Exhibit 2, Schedule of Compensation, applicable to the particular transaction. If the credit card holder cannot be charged, Contractor shall be responsible for fees for the transaction.

Contractor shall provide monthly reports of transactions that evidence the monthly convenience fee charges pursuant to the Scope of Services. Reports shall be submitted to the respective departments participating under this Agreement.

b) Taxes

Whenever applicable, 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.

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, Contractor:

- i) warrants that Contractor 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 Contractor 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 Contractor 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 Contractor or Subcontractor for any purpose in the performance of its Services under this Agreement;

iv) warrants that Contractor 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 Contractor 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) 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, Contractor warrants:

(1) no officer, agent or employee of the County is employed by Contractor 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 Contractor 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 Contractor, 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

Contractor 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, Contractor 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) Contractor acknowledges that no member of the governing body of the County or other officer, employee or agent of the County 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 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) Contractor 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, Contractor must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Contractor is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Contractor's past or present clients. If Contractor 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 Contractor 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 Contractor's Services for others conflict with the Services Contractor is to render for the County under this

Agreement, Contractor 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 Contractor under this Agreement, Contractor 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, Contractor 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

Contractor and any assignee or Subcontractor of Contractor 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 Contractor to the County.
- ii) Contractor's material failure to perform any of its obligations under this Agreement including the following:
 - (a) Failure due to a reason or circumstances within Contractor'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 Contractor'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 Contractor without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.
- iv) Contractor's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Contractor 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) Contractor'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 Contractor in default. The Chief Procurement Officer may in his sole discretion give Contractor 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 Contractor 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 Contractor 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 Contractor 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, Contractor 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 Contractor's expense and as agent for Contractor, either directly or through others, and bill Contractor for the cost of the Services, and Contractor must pay the difference between the total amount of this bill and the amount the County would have paid Contractor under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Contractor 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 Contractor's compensation under this Agreement;
- vi) The right to consider Contractor 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 Contractor to continue to provide the Services despite one or more events of default, Contractor 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 Contractor. The County will give notice to Contractor in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Contractor 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, Contractor 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 Contractor must attempt to agree on the amount of compensation to be paid to Contractor, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Contractor is in full settlement for all Services satisfactorily performed under this Agreement.

Contractor 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. Contractor will not be entitled to make any early termination claims against the County resulting from any Subcontractor's claims against Contractor 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 Contractor suspend its Services, or any part of them, by giving 15 days prior written notice to Contractor 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. Contractor 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 Contractor when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Contractor 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, Contractor 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 Contractor'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, Contractor 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.

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

Contractor 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 Contractor to enter into this Agreement or has been relied upon by Contractor, 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

Contractor acknowledges that Contractor 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. Contractor did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Contractor 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 a total cost of less than \$150,000.00 or, if Board approval of this Contract is required, increases the cost by more than 10% or which extend the term of the Contract by one (1) year or more shall not be deemed authorized without the approval of the Cook County Board of Commissioners. All other modifications and amendments 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

Contractor 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, Contractor 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 Contractor's performance in any respect or waives a requirement or condition to either the County's or Contractor'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 Contractor 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 Contractor and the County. The rights and the obligations of the parties are only those expressly set forth in this Agreement. Contractor 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 Contractor 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 Contractor performing the Services required under this Agreement.
- ii) Contractor 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 Contractor.

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: _____

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 Contractor: Lexis Nexis VitalChek Network Inc.
6 Cadillac Drive, Suite 400
Brentwood, TN 37027
Attention: Jeffrey B. Piefke

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 Contractor 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 Contractor have been made with complete and full authority to commit Contractor 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.

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
Instructions	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1
2	Letter of Intent	EDS 2
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 3
4	Certifications	EDS 4, 5
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 6 – 12
6	Sole Proprietor Signature Page	EDS 13a/b/c
7	Partnership Signature Page	EDS 14/a/b/c
8	Corporation Signature Page	EDS 15a/b/c
9	Cook County Signature Page	EDS 16

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications ("Proposer"), and others as required by the Purchasing Agent. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

Definitions. Capitalized terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, or other documents, as applicable.

"Affiliated Entity" means a person or entity that, directly or indirectly: controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.

"Bidder," "Proposer," "Undersigned," or "Applicant," is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.

"Proposal," for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS .

"Code" means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (<http://www.cookctyclerk.com/sub/ordinances.asp>). This page can also be accessed by going to www.cookctyclerk.com, clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

"Contractor" or "Contracting Party" means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.

"EDS" means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

"Lobby" or "lobbying" means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

"Lobbyist" means any person or entity who lobbies.

"Prohibited Acts" means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Sections 1 through 3: MBE/WBE Documentation. Sections 1 and 2 must be completed in order to satisfy the requirements of the County's MBE/WBE Ordinance, as set forth in the Contract Documents, if applicable. If the Undersigned believes a waiver is appropriate and necessary, Section 3, the Petition for Waiver of MBE/WBE Participation must be completed.

Section 4: Certifications. Section 4 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 5: Economic and Other Disclosures Statement. Section 5 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Sections 6, 7, 8: Execution Forms. The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; and Section 8 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required. The County is in the process of converting these forms into a format that may be downloaded and completed on the user's computer. Once this feature is available, those having the necessary software may follow the instructions set forth below under the heading "Instructions for Completing PDF Forms."

Required Updates. The information provided in this EDS will be kept current. In the event of any change in any information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Undersigned will supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is requested.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at www.cookcountygov.com and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

MBE/WBE UTILIZATION PLAN (SECTION 1)

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

I. **BIDDER/PROPOSER MBE/WBE STATUS:** (check the appropriate line)

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance)
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

II. **Direct Participation of MBE/WBE Firms** **Indirect Participation of MBE/WBE Firms**

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: Globetrotters Engineering Corporation
 Address: 300 S. Wacker Drive, #400, Chicago, IL 60606
 E-mail: vinod.thanki@gec-group.com
 Contact Person: Vinod Thanki Phone: 312-697-3537
 Dollar Amount Participation: \$ 313,428.00

Percent Amount of Participation: 41.2 %

*Letter of Intent attached? Yes No
 *Letter of Certification attached? Yes No

MBE/WBE Firm: _____
 Address: _____
 E-mail: _____
 Contact Person: _____ Phone: _____
 Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____
 *Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

***Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than five (5) business days after the reverse auction event date.**

LETTER OF INTENT (SECTION 2)

M/WBE Firm: Globetrotters Engineering Corp.
Address: 300 S. Wacker Drive, #400
Contact Person: Vinod Thanki
Certification Expiration Date: 2-1-2014
Email: vinod.thanki@gec-group.com

Contract #: _____
City/State/ Zip: Chicago, IL 60606
Phone: 312-697-3537 Fax: 312-922-2953
Race/Gender: _____

Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

No Yes - Please attach explanation. Proposed Subcontractor: _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

- 1. Engineering Services
- 2. Management consulting Support

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:

- 1. \$115,428 15.2%
- 2. \$198,000 26%

Total \$313,428 41.2%

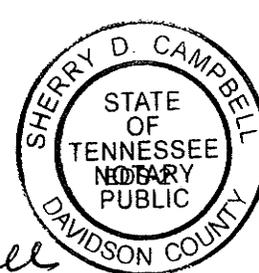
(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Niranjan S. Shah
Signature (M/WBE)
Niranjan S. Shah
Print Name
Globetrotters Engineering Corporation
Firm Name
11/17/2011
Date

Jeffrey B. Pefke
Signature (Prime Bidder/Proposer)
Jeffrey B. Pefke
Print Name
Lexisnexis VitalCheck Network Inc.
Firm Name
11-18-11
Date

Subscribed and sworn before me this 17th day of November, 2011
Notary Public George Ira Smith



My Commission Expires July 6, 2015

Sherry D. Campbell

THE BOARD OF COMMISSIONERS

TONI PRECKWINKLE

PRESIDENT



COOK COUNTY
OFFICE OF CONTRACT COMPLIANCE

LAVERNE HALL
DIRECTOR

EARLEAN COLLINS	1st Dist.	PETER N. SILVESTRI	9th Dist.
ROBERT STEELE	2nd Dist.	BRIDGET GAINER	10th Dist.
JERRY BUTLER	3rd Dist.	JOHN P. DALEY	11th Dist.
WILLIAM M. BEAVERS	4th Dist.	JOHN A. FRITCHEY	12th Dist.
DEBORAH SIMS	5th Dist.	LARRY SUFFREDIN	13th Dist.
JOAN PATRICIA MURPHY	6th Dist.	GREGG GOSLIN	14th Dist.
JESUS G. GARCIA	7th Dist.	THOMAS D. SCHNEIDER	15th Dist.
EDWIN REYES	8th Dist.	JEFFREY R. TOBOLSKI	16th Dist.
		ELIZABETH ANN DODDY GORHAM	17th Dist.

118 North Clark Street, Room 1020
Chicago, Illinois 60602-1304
TEL (312) 603-5502
FAX (312) 603-4547

August 25, 2011

Mr. Niranjan Shah, Owner
Globetrotters Engineering Corporation
300 S. Wacker, #400
Chicago, IL 60606

Dear Mr. Shah:

We are in receipt of your request for an expansion of your area of specialty as a Cook County Certified Minority Business Enterprise and/or Woman Business Enterprise (MBE and/or WBE).

As a result of your request and supporting documentation, an expansion of your area of specialty is hereby granted to include **Licensed Engineer and Architectural Services; Technology: Hardware/Software, Fiber Optic Network, Broadband and Security System – Design, Installation, Maintenance, Training, Help Desk and Call Center.** This is an expansion only, and is not the equivalent of a new Certification. Globetrotters Engineering Corporation is hereby Certified as an **MBE (8)** eligible to fulfill **MBE (8)** goals on County contracts. Your Certification expires one year from the date of your current Certification, February 1, 2011. **It is your obligation to apply for No Change Affidavit no later than the end of the tenth (10th) month following the effective date of your Certification.**

Your firm will be listed on the Internet in the Cook County Directory of Minority and Women Business Enterprises. Your area of specialty will be listed as:

**Professional Services: Licensed Engineer and Architectural Services;
Management Consulting Services – General; Construction: Project Management & Related Services;
Technology: Hardware/Software, Fiber Optic Network, Broadband and Security System – Design,
Installation, Maintenance, Training, Help Desk and Call Center**

Your participation on County contracts will be credited toward **MBE (8)** goals only in your area of specialty. Credit for participation in other areas of specialty requires an expansion of your current Certification. Requests for expansion must be submitted to this office along with all documentation necessary to establish the firm's experience or ability to perform in the additional area of specialty.

It is the obligation of Globetrotters Engineering Corporation to notify the Office of Contract Compliance within ten (10) business days in writing of any changes in ownership and/or control of the firm. The County reserves the right to commence action to De-Certify your firm if this notification is not made. Certification may also be revoked if your firm is found to be involved in bidding or contractual irregularities.

Sincerely,

LaVerne Hall
Director
LH/ek



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) Cook County Works Department;
- 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

none

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: X

b) If yes, list business addresses within Cook County:

c) Does Bidder employ the majority of its regular full-time workforce within Cook County?
Yes: _____ No: X

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:

X 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) X 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.

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: N/A
County Department: N/A

Applicant Information:

Last name: N/A First Name: _____ MI: _____
SS# (Last Four Digits): _____
Street Address: _____
City: _____ State: _____ Zip: _____
Home Phone: () _____ - _____ Drivers License No: _____

Child Support Obligation Information: N/A

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").

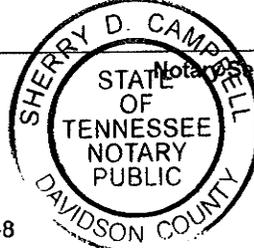
- _____ A. The Applicant has no judicially or administratively ordered child support obligations.
_____ B. The Applicant has an outstanding judicially or administratively ordered obligation, but is paying in accordance with the terms of the order.
X C. The Applicant is delinquent in paying judicially 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: [Signature] Date: 11-17-11

Subscribed and sworn to before me this 17th day of November, 2011

X [Signature]
Notary Public Signature



My Commission Expires July 6, 2015

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 Lexis Nexis Vitalcheck D/B/A: _____ EIN NO.: 621365614
Network Inc.

Street Address: 6 Cadillac Drive, Suite 400

City: Brentwood State: TN Zip Code: 37027

Phone No.: 615-372-6850

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
<u>Levis Nexis Risk Solutions</u>	<u>1000 Alderman Road</u>	<u>100 %</u>
	<u>Alpharetta, GA</u>	

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.

Jeffrey B. Prefke
 Name of Authorized Applicant/Holder Representative (please print or type)

Jeffrey B. Prefke
 Signature

jprefke@vitalchek.com
 E-mail address

Vice President & General Manager
 Title

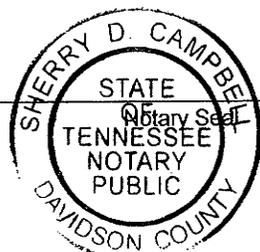
11-17-11
 Date

615-372-6850
 Phone Number

Subscribed to and sworn before me this 17th day of NOV, 2011.

My commission expires: 7-6-15

x Sherry D Campbell
 Notary Public Signature



My Commission Expires
 July 6, 2015
 9.22.11



COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040

CHICAGO, ILLINOIS 60602

312/603-4304

312/603-9988 FAX 312/603-1011 TT/TDD

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

Section 2-582 of the Cook County Ethics Ordinance requires any person or persons doing business with Cook County, upon execution of a contract with Cook County, to disclose to the Cook County Board of Ethics the existence of familial relationships they may have with all persons holding elective office in the State of Illinois, the County of Cook, or in any municipality within the County of Cook.

The disclosure required by this section shall be filed by January 1 of each calendar year or within thirty (30) days of the execution of any contract or lease. Any person filing a late disclosure statement after January 31 shall be assessed a late filing fee of \$100.00 per day that the disclosure is late. Any person found guilty of violating any provision of this section or knowingly filing a false, misleading, or incomplete disclosure to the Cook County Board of Ethics shall be prohibited, for a period of three (3) years, from engaging, directly or indirectly, in any business with Cook County. *Note:* Please see Chapter 2 Administration, Article VII Ethics, Section 2-582 of the Cook County Code to view the full provisions of this section.

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304. *Note:* A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at: http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf

DEFINITIONS:

"*Calendar year*" means January 1 to December 31 of each year.

"*Doing business*" for this Ordinance provision means any one or any combination of leases, contracts, or purchases to or with Cook County or any Cook County agency in excess of \$25,000 in any calendar year.

"*Familial relationship*" means a person who is related to an official or employee as spouse or any of the following, whether by blood, marriage or adoption:

- | | | |
|-----------|-------------------|----------------|
| ▪ Parent | ▪ Grandparent | ▪ Stepfather |
| ▪ Child | ▪ Grandchild | ▪ Stepmother |
| ▪ Brother | ▪ Father-in-law | ▪ Stepson |
| ▪ Sister | ▪ Mother-in-law | ▪ Stepdaughter |
| ▪ Aunt | ▪ Son-in-law | ▪ Stepbrother |
| ▪ Uncle | ▪ Daughter-in-law | ▪ Stepsister |
| ▪ Niece | ▪ Brother-in-law | ▪ Half-brother |
| ▪ Nephew | ▪ Sister-in-law | ▪ Half-sister |

"*Person*" means any individual, entity, corporation, partnership, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, and whether or not operated for profit.

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

Pursuant 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: none Title: _____

Business Entity Name: _____ Phone: _____

Business Entity Address: _____

_____ 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.	<u>none</u>	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

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

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.

[Signature]
Owner/Employee's Signature

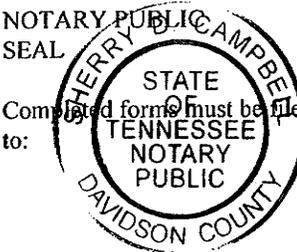
11-17-11
Date

Subscribe and sworn before me this 17th Day of November, 2011

a Notary Public in and for Davidson County

[Signature]
(Signature)

My Commission expires 7-6-15



My Commission Expires **July 6, 2015**

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

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: Levi's Nexis VitalChek Network Inc,

BUSINESS ADDRESS: 6 Cadillac Drive, Suite 400, Brentwood, TN 37027

BUSINESS TELEPHONE: 615-372-6850 FAX NUMBER: 866-693-1920

CONTACT PERSON: Jeffrey B. Piefke

FEIN: 621365614 *IL CORPORATE FILE NUMBER: _____

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: James Peck VICE PRESIDENT: Jeffrey B. Piefke

SECRETARY: Dan Fry TREASURER: Becky Schmidt

**SIGNATURE OF PRESIDENT: *James Peck*

ATTEST: *Jeffrey B. Piefke* (CORPORATE SECRETARY)

Subscribed and sworn to before me this
18th day of November, 2011.

X *Sherry D Campbell*
Notary Public Signature

My commission expires: 7-6-15



My Commission Expires July 6, 2015

* 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 TENNESSEE
Tre Hargett, Secretary of State
Division of Business Services
William R. Snodgrass Tower
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

LEXISNEXIS VITALCHEK NETWORK INC.
SUITE 400
6 CADILLAC DRIVE
BRENTWOOD, TN 37027

November 10, 2011

Request Type: Certificate of Existence/Authorization
Request #: 0051401

Issuance Date: 11/10/2011
Copies Requested: 1

Document Receipt

Receipt #: 564098
Payment-Credit Card - TennesseeAnytime Online Payment

Filing Fee: \$22.25
\$22.25

Regarding: LexisNexis VitalChek Network Inc.
Filing Type: Corporation For-Profit - Domestic
Formation/Qualification Date: 04/21/1988
Status: Active
Duration Term: Perpetual

Control #: 202512
Date Formed: 04/21/1988
Formation Locale: Tennessee
Inactive Date:

CERTIFICATE OF EXISTENCE

I, Tre Hargett, Secretary of State of the State of Tennessee, do hereby certify that effective as of the issuance date noted above

LexisNexis VitalChek Network Inc.

- * is a Corporation duly incorporated under the law of this State with a date of incorporation and duration as given above;
- * has paid all fees, taxes and penalties owed to this State (as reflected in the records of the Secretary of State and the Department of Revenue) which affect the existence/authorization of the business;
- * has filed the most recent corporation annual report required with this office;
- * has appointed a registered agent and registered office in this State;
- * has not filed Articles of Dissolution or Articles of Termination. A decree of judicial dissolution has not been filed.

Tre Hargett
Secretary of State

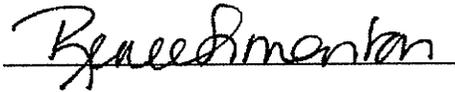
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000024010

Delegation of Authority

WHEREAS, the undersigned Assistant Secretary of LexisNexis Vitalchek Network Inc., a Tennessee corporation (the " Corporation") deems it convenient and desirable to designate another person to take action with respect to the execution of contracts and agreements, in the ordinary course of business, with customers for renewals of, extensions of or amendments to existing contracts;

NOW, THEREFORE, the undersigned does hereby designate Jeffrey Piefke, the appointed General Manager of the Corporation, as the person duly authorized to exercise the authority granted by the undersigned, as described above, and , in exercise of such authority, to execute, in the name an on behalf of the Corporation, any contracts or agreements representing renewals of, extensions of or amendments to existing contracts



Renee Simonton, Assistant Secretary

Dated: 4/12/11

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 Proctor

PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

Maria de Jesus Cox

COOK COUNTY PURCHASING AGENT

Tahel Reinhold

COOK COUNTY COMPTROLLER

DATED AT CHICAGO, ILLINOIS THIS 2nd DAY OF February, 20 12.

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

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

11-87-007

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 2.13% Flat Rate or Service Fee
(DOLLARS AND CENTS) as applicable

FUND CHARGEABLE: _____

REVENUE NEUTRAL

APPROVED AS TO FORM:

ASSISTANT STATE'S ATTORNEY

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

FEB 01 2012

COM _____

EXHIBIT 1
Scope of Services

Scope of Services

The Contractor shall meet all the requirements listed in the Scope of Services. The scope of services described below includes specific requirements for certain County agencies. It is understood that competitive rates will be provided taking into consideration of overall volume of business when other departments or units of government are identified later in the process or after contract award.

1. Cook County Treasurer's Office

The Cook County Treasurer's Office has the primary goals of mailing, collecting, investing, and distributing all real estate taxes for the County of Cook. The Treasurer's Office prints and mails the real estate tax bills to the taxpayers of record. They place the mailing name and address to a tax bill based on the information provided by the taxpayer. There are 1.6 million taxable parcels, with an annual collection of over \$9 billion dollars. Real estate taxes are billed twice per year; 1st installment due the first business day in March; 2nd installment due late summer. The duties surrounding the collection include:

- o refunding of duplicate or overpayments
- o certificate of error refunds
- o specific objection refunds
- o transferring taxes to appropriate real estate permanent index numbers
- o annual and scavenger tax sales for delinquent properties
- o processing court orders involving unique cases of tax payments or sales
- o the accounting and auditing of collections and distributions

The Treasurer's Office is also the banker for the County of Cook, keeping the records and approving the investments for many of the accounts needed in general Cook County operations.

1.1 Cook County Treasurer's Office Requirements

Effective January 1, 2012 the Cook County Treasurer will be required to provide a credit card payment option to taxpayers pursuant to the Local Governmental Acceptance of Credit Cards Act 50 ILCS 345. In order to offer a convenience for taxpayers in payment of their property taxes, the successful pre-qualified bidder will be required to provide services which include the processing of payments of Cook County property taxes submitted by Cook County taxpayers utilizing any major credit card. Major credit cards may include but are not limited to MasterCard, Visa, American Express and Discover/Novus. Services shall also include the prompt deposit of such payments into accounts designated by the Cook County Treasurer, processing of convenience fees and any additional tasks specified or reasonably required to perform such tasks. Tasks may include but are not limited to the following:

Major Credit Cards The successful Contractor will be required to accept tax payments from taxpayers using major credit cards via an Internet platform. The credit cards which shall be honored by Contractor include, but are not limited to, credit cards issued by: MasterCard, Visa, American Express and Discover/Novus including debit cards issued by each of these credit card companies. The Contractor shall be

responsible for any credit card processing fees, royalties or copyright charges and shall be responsible for maintaining the standards of acceptance required by each individual credit card company at all times during the term of the contract.

Website Hosting The Contractor shall provide, at its cost, and "host" the credit card processing portion of its website with links to and from the website of the Cook County Treasurer using 128 bit SSL encrypted web pages. These pages shall be seamlessly integrated with the remainder of the website of the Cook County Treasurer. The Contractor shall make its system and web pages available all day, every day ("24/77") for the processing of credit cards payments. The Contractor shall maintain zero downtime during the on-time collection periods and any other periods as may be designated by the Cook County Treasurer. However, in the event the system fails for any reason, the Contractor shall, immediately upon being apprised of such failure, notify the Cook County Treasurer's Office and undertake immediate corrective action pursuant to the highest possible priority.

"On-time collection period" is defined as the time period (no later than the due date) in which the Treasurer's office receives "on time" payments for property taxes due during each installment.

Website Design and Approval The Contractor shall provide a website that is consistent in design with the website of the Cook County Treasurer, which shall be subject to advance written approval of the Treasurer.

Disclosure of Convenience Fee The Contractor shall fully disclose the convenience fee to the taxpayer in a clear and concise manner before any transaction is completed. Convenience fees collected shall not be deposited in any account of the Cook County Treasurer and shall be deposited solely in the designated account the Contractor. Within the time periods provided herein, Contractor shall promptly deposit all tax payments into a bank account designated by the Treasurer.

Real Time Validation of Taxpayer PINs and Tax Due The Contractor shall provide real-time validation of the designated Property Index Number (PIN) for which a tax payment is submitted, along with the amount of tax due on such PIN, by comparing the information provided by the taxpayer against data provided by the Treasurer's Office using a method approved by the Treasurer.

Transaction Summary and Confirmation The Contractor shall provide a unique confirmation number along with a summary of the transaction to the taxpayer via a printable web page. Additional information may be provided to the taxpayer only upon prior approval by the Cook County Treasurer's office. At the discretion of the Treasurer's Office, Contractor shall provide taxpayers the option of receiving this confirmation information via email at no additional charge.

Record of Payments to Treasurer For any day on which the Contractor makes a deposit to an account designated by the Cook County Treasurer, the Contractor shall provide to the Treasurer's Office, on a password protected FTP server, an XML file for each tax year containing a header record to be defined by the Cook County Treasurer's

Office. Each file shall contain an accurate record of all credit card payments processed by the Contractor pursuant to the Contract and for each credit-card payment, at a minimum, the following fields of information derived from the following sources shall be provided as identified in **Attachment A** of the document.

Protests and Chargeback's The Contractor shall be responsible for properly handling, investigating and processing all protests and chargeback's. The Office of the Cook County Treasurer will to the extent allowable by law, cooperate in the review and processing of any chargeback's by providing necessary documentation. Except as authorized in writing by the Treasurer, no funds received by the Cook County Treasurer's Office for the Respondent shall be returned.

Deposit of Payments Contractor shall deposit all tax payments within two business days after their respective dates of Internet submission by credit card or within such shorter period as may be required by applicable law, into the bank account or accounts designated from time to time for the Cook County Treasurer. The date of Internet submission shall refer to the date the taxpayer utilized the designated web site to submit credit card information for processing by the Contractor.

System/Web Page Maintenance and Security The Contractor shall be responsible for the maintenance, reliability and security of all its systems related to providing credit card transaction processing services, including the disclosure of all third parties involved in this process. Respondent shall document the maintenance, reliability and security of its systems and such third party systems.

Authorization The Contractor shall be required to obtain real-time authorization with respect to all credit card payment transactions.

2. Office of the Clerk of the Circuit Court of Cook County

The Circuit Court of Cook County is the world's largest unified trial court, with a caseload of nearly 2.4 million cases. To service this system, the Clerk employs over 2,300 people and manages a budget of \$74 million.

The mission of the Office of Clerk of the Circuit Court is to serve the citizens of Cook County and the participants in the judicial system in a timely, efficient and ethical manner.

All services, information and court records will be provided with courtesy and cost efficiency.

The Clerk of the Circuit Court of Cook County is the keeper of the records for the Court. The Clerk is responsible for serving the court, the legal profession and the

general public. In this role, the Clerk records court decisions and events, handles fines, bail bonds and other financial transactions. It also provides the court system with supportive services such as record storage, microfilming and automation.

These responsibilities are executed under rules and procedures designed to assure the citizens that our judicial system is fair efficient and effective.

2.1 Office of the Clerk of the Circuit Court of Cook County Requirements

The Office of the Clerk of the Circuit Court of Cook County processes more than 14,500 credit card payment transactions annually, with a gross value of approximately \$8,898,201 through a current telephone credit card payment system which requires extensive participation from the customer in order to process a payment. The following actions are currently required to process payments: customer must place a phone call at the Clerk's Office service counter, to an off-site company for payment processing; Customer must provide information to the company's representative to secure bank authorization in order to electronically transmit the authorization to the Office; Upon authorization the customer returns to the counter for a cashier to process the approved transact via a cash register in order to obtain a paid receipt. The Contractor is required to implement a more cost effective, technology sound, scalable and state of the art credit card payment system requiring less customer participation, with features that allow for point of sale for 130 cashiering work station web-based and IVR functionality to facilitate credit/debit card payments which will strengthen the Clerk's collection efforts and provide more convenient services for taxpayer to make credit card payments. Pursuant to the Illinois Statutes the Office shall receive payment of fines, fees, costs and penalties in their entirety. The Office, therefore, requires that all service fees/surcharges be paid by the card holder.

Major Credit Cards The proposed system shall allow the various Office district bureaus and divisions listed in **Attachment B** to accept the following card brands Visa, MasterCard, American Express and Discover. All service fees/surcharges shall be paid by the card holder.

System Functions The Contractor shall implement a credit card payment system that is fully functional and compliant with but not limited to the following Clerk of the Circuit Court systems; Integrated Cashiering and Security; Mainframe legacy systems; Clerk of the Circuit Court Website and Cook County wide Area Network (W.A.N.)

Processing Functions The Contractor shall provide the following processing functions which include but are not limited to; online payment processing database; POS and Web Transactions; Visa, MasterCard; Amex & Discover transactions; signature and PIN-based debit transactions; Interactive Voice Response (IVR) transactions; wireless POS transaction processing which includes the use of the latest encryption technology to secure all transmitted transactions and cardholder data; allow the Clerk of the Circuit Court to issue credits for error in payment amounts, card number, return etc.; process and obtain authorization of credit/debit card returns for partial or full credit and e-checks; must allow the merchant to process unscheduled recurring payments of varying dollar amounts; gross settlement utilizing the Automated Clearing House (ACH)

to the account specified by the Clerk of the Circuit Court for all payment and credit records processed, which debits to the Clerk of the Circuit Court's bank accounts are not permitted so fees are to be billed on a monthly basis to each department as specified; ensure that the ACH addenda record provides sufficient identifying information to enable the Clerk of the Circuit Court's Office to determine which department is to receive credit for the funds; CVV2, CVC2, CID and AVS services.

Merchant Accounts The Contractor shall establish and maintain all merchant accounts to include merchant identification numbers (MIDS) and terminal identification numbers (TIDs). Merchant accounts will be established and ready for activation within 10 business days of receiving a request and necessary information from the Clerk of the Circuit Court's Office. Contractor will provide the Clerk of the Circuit Court's Office with the MIDs and TIDs when the accounts are established.

Batches The Contractor must support both manual and automatic settlement of batches. Batch activity must be cut off when settlement occurs and remaining transactions will be part of the next day's batch. Contractor must have an existing procedure to handle suspended (failed) batch transmissions. The procedure must include notification to the merchant so that the problem can be resolved in time to prevent the transactions in the effected batch from being downgraded by the associations.

System and Support Functionality The system and support functionality Contractor provides shall perform the following functions;; XML web service or a HTTP Post gateway; storage of customer/cardholder account information; payment scheduling solution that allows payments to be made at a future date; retry failed payments that are not the result of invalid customer information; support for timeout reversal and void requests initiated by authorized Clerk of the Circuit Court personnel; 24 hour/seven days a week/365 days a year support for all processing series via an 800 number; 24 hour network monitoring; complete business continuity and disaster recovery process that has been tested on an annual basis since its inception; redundant processing, reporting etc.

System Security and Certification The Contractor shall be PCI and DSS compliant and show proof of such certification. Additionally, the Contractor must be CISP, SDP and where applicable PABP compliant and show proof of such compliance. Loss or security compromise of all clerk of the Circuit Court transaction data in its possession to include notifying cardholders when security is compromised and recreating transactions when data is lost is the responsibility of the Respondent. The Contractor shall provide the Clerk of the Circuit Court with expertise and guidance in achieving/maintaining PCI compliance among its merchants. This service will be provided at no charge and will include the following: recommending and evaluating PCI assessors and providing liaison between the Office and the assessor as needed; assisting the Office in drafting an overall plan to achieve/maintain compliance; Recommending specific practices that would achieve /maintain compliance; participating in PCI-related meetings and conference calls, as necessary, as the Office's advocate.

Reporting The Contractor shall provide the following; online payment processing database which includes a report generating system; Secure and hierarchical access to the reporting system; reporting system shall provide both routine and ad hoc (specified and non-routine in nature) reporting capability and analytical capabilities to include but are limited to report generation that will render: Card Type Analyses including summary reports detailing the percentage of total merchant volume within a user defined timeframe and average ticket by card type and total volume; Merchant Fee Reports that provide summary and detailed reports on all merchant fees charged to the Office and settlement fee reports for individual MIDs; Detailed and summary batch reports to include batch number and date, merchant name and ID#, transaction volume, total dollar amount of batch, as well as settled, non-settled and any adjustment amounts; listings of detailed information on any and all individual transactions within user-defined parameters, to include the widest and most complete array of information on each transaction, regardless of disposition (void, successfully, unsuccessful) and detailed refund reports.

Invoicing and Payment Invoices shall be required for payment. The Clerk of the Circuit Court's Office will pay for all start-up POS terminals, signs, imprinters and other supplies by invoice only. The Contractor will provide the Clerk of the Circuit Court's Office, including each individual departmental merchant representative specified with a monthly invoice for equipment and other agreed upon items during the prior month. Account reconciliation and invoicing analysis support must be provided by Respondent. Under no circumstances shall the Contractor debit the Clerk of the Circuit Court's Office credit card depository, bank account or otherwise net fees from credit card revenues. The monthly invoice agreed upon items shall be available and/or delivered to the Office and all individual departmental merchant representatives specified within ten (10) business days of the end of the month for which the Office is being billed. Invoices may be sent in electronic form if they are in a format acceptable to the Office. The Clerk of the Circuit Court's Office may choose to remit payment to the Contractor by one or any of the following methods: check, ACH transfer, or wire transfer. Upon implementation of the contract, the Contractor shall provide instructions for all three methods of payment.

Charge-Backs The Contractor must completely indemnify the Clerk of the Circuit Court's Office and the County of Cook and is not permitted to charge-backs.

Technical Environment Profile The technical infrastructure of the Clerk of the Circuit Court's Office is divided into two major storage components: Mainframe and Client Server as detailed in **Attachment C** of this RFQ, which the Respondent will be required to work with effectively.

Integration with Existing Wide Area Network The Contractor's entire proposed system shall integrate fully with the County's existing Wide Area Network (WAN) as appropriate which is detailed in **Attachment D** of this Multi Step/Sealed bid.

Technical Requirements The following are technical requirements represent that the Contractor must meet.

1) Hardware & Software

All hardware shall comply with the current industry standard specifications at time of system implementation. Hardware must integrate with current technology deployed within CCC. The Contractor shall procure hardware "just in time" during system implementation and subject to specification approval by the CCC Project Manager. The proposed operating system shall meet the current industry standards that are supported in technology today and anticipate a life of at least 5 years of standardization. The Contractor must also provide a detailed list of all equipment and its costs including, but not limited to, any hardware and the number of personnel or environment required to operate any and all functions of the proposed system. The Contractor shall also include throughput estimates for the various pieces of equipment recommended. CCC retains all rights to review and authorize or reject any system hardware.

Integration with the existing environment is critical. Describe the degree and effort involved in integrating the proposed equipment within the Court's current environment.

The hardware should be compatible with user PC desktop and provide a solution for backup and recovery (if necessary). Lastly, the equipment should support encryption and other industry-supported standards.

2) Network Devices and Wiring

The Proposal shall identify all components of networking equipment that shall be necessary in order to operate the Proposed System; such components shall not include data wiring, bridges, hubs, routers, switches or other wiring closet devices and hardware or any networking materials or equipment that reside within the wall plates of the wiring network. The Contractor shall be responsible for the supply and installation of all networking and communication devices that reside outside the wall plates of the wiring network. This may include modems and other communication devices necessary to complete the system.

3) Design Document

The Contractor shall deliver, within the Proposal, a complete design document of the Proposed System solution to include but not limited to:

- All proposed system hardware, software and peripherals.
- Database design and description of data flow and data structures.
- Network service and technical support.
- End-to-end process flow diagram.
- Prototype screen shots.
- Test plan for system acceptance.

Once the Contractor is selected, the Contractor shall work with CCC personnel to produce a final detailed design document. During this work phase the Contractor shall complete a process analysis to determine the method of implementation best suited for the workflow of the CCC.

4) Business Continuity Planning

The Contractor is required to submit a business continuity plan for its Proposed System that fully describes the backup and recovery procedures of the system software, the database and the equipment in the event of a business disaster. Further, the Contractor will provide training to the CCC MIS Department as part of the comprehensive Disaster Recovery Plan.

5) System Response Time

All configured systems must have response time for ordinary functions of less than 2 seconds for all local transactions and 3 seconds for all remote transactions. The CCC understands that response times will be impacted by the complexity of the function being performed, as well as the amount of data being processed by the system. Regardless of the complexity and function, the response time may not exceed 5 seconds.

6) System Support and Maintenance

- The Contractor must provide preventative and remedial maintenance as is necessary to keep the Proposed System in operating order for the CCC or work with the CCC MIS Bureau to identify and retain this service.
- The Contractor must define, in detail, what services will be considered maintenance versus enhancements, versus upgrades and provide the projected costs for each category.
- The Contractor must also provide help desk support capabilities for at least one (1) year after Final Acceptance date.
- The Contractor shall define all maintenance service levels available to CCC following Final Acceptance of the System.
- The Contractor must specifically address how the system can function if the system is down or servers are disabled.
- The Contractor must provide backup and restore procedures for all stored information, application and security features within the proposed solution.

7) Project Time Frames

Contractor shall propose a realistic time frame, which shall permit the development and installation of a fully operational, credit card service in all court operation divisions and districts of the Office of the Clerk of the Circuit Court of Cook County.

8) Implementation and Deployment Plan

Implementation of the Point of Sale Credit Card Service will be throughout all of the court operation divisions / districts of the Office of the Clerk of the Circuit Court of Cook County. While there are many deployment methods available to the Clerk of the Circuit Court, the ideal deployment strategy is to leverage resources and minimize risk by taking an incremental phase approach to implementation efforts. The phased approach should include the use of functional and organizational rollouts and project sites.

The Contractor shall also include as a part of the Implementation Plan an installation plan for the hardware and software. For the installation to be complete, the system must have all hardware and peripherals attached, the software loaded, and all functions of the system being fully operational as outlined in this scope of services. The Contractor shall solve any installed software and hardware problems incurred for at least one year after the Final

Acceptance and shall be responsible for resolving all problems resulting from the initial implementation for both hardware and software.

9) Team Structure / Project Leadership

In order to have an effective deployment, a well-trained and experienced team should be put into place. The lead implementer should not only demonstrate experience in relevant industries, but also be able to manage the interest of multiple groups. To have successful implementation, the vendor must be able to build a partnership that includes contractors and Clerk of the Circuit Court employees. The Contractor team will also be required to follow the Clerk of the Circuit Court, team structure approach, already in place.

The Contractor shall provide the CCC a list of all personnel who may be assigned to the project and their designated assignments. The list shall include the qualifications of each person named. The CCC may at any time request, in writing, the removal of any of assigned personnel of a Contractor for cause and the Contractor shall forthwith furnish to the CCC other acceptable personnel within ten (10) days of notification. The Contractor shall be fully responsible to the CCC for all work performed pursuant to this Agreement by selected Contractor's employees, subcontractors or others who may be retained with the approval of the CCC.

The Contractor must also designate a project leader who resides locally and shall be assigned to this project for the duration of the Contract. The project leader must have good communication and interpersonal skills, be technically qualified, have project leadership experience, and be familiar with and committed to the project's objectives and requirements.

The project leader shall be responsible for communicating all project related affairs to the project team and management of the CCC, as well as controlling the activities of the selected Contractor's personnel and its subcontractors.

The project leader shall work closely with the CCC management to reach mutual agreement on key activities, milestones, and tasks that must be reported by the project leader.

10) Testing & Training / Knowledge Transfer

The Clerk of the Circuit Court recognizes that system testing is an integral part of any implementation. Developing the right methodologies, tools, and procedures is essential to system testing. The minimum requirements for testing plan include, but are not limited to, the following items:

- Overview and introduction of system features and functions.
- Outline of testing strategy.
- Scope and expected duration of each testing phase (i.e., unit testing, integration testing, user acceptance testing, etc.).
- Identify any systems function that will be tested.
- Description of the level of detail for test cases and scripts for all testing phases, including end-to-end testing.
- Sources of tests data and description of how the data will be prepared.

- Description and technical information for any special equipment required with the system.
- Description of the procedure for tracking the resolution of any problems encountered during testing.
- Description of the criteria that will be used to determine whether tests have been satisfactorily passed.
- The Contractor will be asked to define its Training Plan and procedures for this project.

The Contractor must provide training manuals, including but not limited to end user, trainer and train the trainer manuals, as well as provide measurable outcomes.

Additionally, a transfer of technology skills for designated members of the CCC staff shall be a part of the overall training plan and ongoing throughout the duration of the project. Documentation to complement the knowledge transfer is required.

The Contractor shall provide onsite training to CCC management and end-users of the system prior to Final Acceptance, so that CCC personnel are knowledgeable enough to execute test scripts. The Contractor must train the CCC staff on the Proposed System software applications and hardware.

11) User and Technical Documentation

Documentation must be available with the proposed system, in both an electronic and hard copy format, including a data element dictionary, and context-sensitive on-line help text with the customizable help screen. The Contractor will be asked to list the documentation that will be provided for this project.

During System Testing and prior to Final Acceptance, the Contractor shall prepare and deliver three (3) written or published copies of Documentation and one (1) electronically formatted copy. The Documentation provided should include detailed documentation of the security, audit, and control options provided by the system, and those that were actually implemented as part of the system installation, which includes, but not limited to the following:

1. General systems information
2. Workstation descriptions
3. User functions
4. Inquiry / Query functions
5. Output specifications
6. On-line updates
7. Administrative functions
8. HELP information
9. Jobs/programs/systems/operations documentation
10. Program identification
11. Functional descriptions
12. Frequency of operations
13. Rerun and restart procedures

14. Messages

15. Input and output requirements

CCC shall have the right to reproduce the user Documentation for its use.

12) Service Level Agreement

The Contractor must respond to include within their Proposals the service levels to which they will perform, methodology used to measure and report against service levels, and the remedy the Contractor will provide the Clerk of the Circuit Court should service levels not be satisfied. Contractors must respond to service levels listed below and are encouraged to include any additional service measures and to suggest credits to be awarded should the service not be met. The Contractor will be asked to submit proposed service levels for this project.

3. **Cook County Department of Revenue**

The Cook County Department of Revenue was established by the Cook County Board of Commissioners in December 1992 which collects and processes approximately \$372 million in revenue per year. In order to provide efficient and convenient payment services for the public, the Department centralizes collection and administration duties previously held by the Cook County Auditor, Treasurer and Comptroller. The total revenue collected is received from home rule taxes, general taxes and fees assessed on alcoholic beverages, amusement, cigarette, gasoline, diesel fuel, new motor vehicle, parking, use and wheel, cable television franchise, health insurance, licensing, merit board stamps, lost ID's, IBID payments and off track betting. Additionally, the Department collects fees for the Department of Administrative Hearings, Sheriff, Animal Control, Highway, Building and Zoning, Environmental Control, Real Estate Management and other County Agencies.

3.1 **Cook County Department of Revenue Requirements**

As like other County agencies identified in this document, the Cook County Department of Revenue seeks to offer the public the ability and convenience to make payments by credit card. The Contractor is required to implement a credit card payment system that is functional with the Department's current server's network systems infrastructure as detailed in **Attachment E** and perform the following services:

Functional Requirements

The Cook County Department of Revenue requires immediate settlement and funding of all charges as the same day of presentation. Refunds, if needed will be processed by the Cook County Department of Revenue with the option of issuing a check or money being credited back to the card via the merchant processor.

Current Technology

The Contractor is required to use the following technology in its' credit card processing system: server (1SQL Server;1 Windows Application Server); Window Server 2003 and Windows Server 2008; MS SQL Server 2008 Standard; NDS/Active Directory Authentication; and a Mainframe 3270 Passport System.

Client/Workstations

Client/Workstations will be provided by the Contractor and will include but may not be limited to the following: NDS/Active Directory Authentication; MS Office 2002 or greater; Windows XP R2SP3 or greater.

Payment Files

Contractor must be able to import payment files to the following systems: Mainframe 3270 passport; AR System (Net and SQL); iNovah; MS Access.

In addition to the above requirements, Contractor must be able to perform the following services: Accept a text file from the mainframe; Send a text file and Excel file to the Cook County Department of Revenue systems; Generate a reconciliation file based on Cook County Department of Revenue specifications; send detailed monthly reports on payment information; View on-line activity.

4. County Departments, Municipalities and other Units of Government.

Other County Departments, Municipalities or Units of Government may elect to adopt credit card as a payment method and participate in the contract. The Contractor shall extend the terms of the contract with the County to other agencies. The specific requirements for implementation shall be provided by the department, municipality or unit of government. At a minimum, the Contractor shall offer the ability to process major credit card payments, internet access system and security certifications including approved notification in the event of loss, fraud or whenever information is compromised or there is suspicion that information has been compromised.

ATTACHMENT A

FIELDS OF INFORMATION AND SOURCES

FIELDS OF INFORMATION AND SOURCES

<u>Field</u>	<u>(Source)</u>
• PIN	(Cook County Treasurer Website)
• Tax Type	(Cook County Treasurer Website)
• Tax Year	(Cook County Treasurer Website)
• Tax Installment	(Cook County Treasurer Website)
• Amount Paid	(Cook County Treasurer Website)
• Taxpayer Name	(Cook County Treasurer Website)
• Mailing Address	(Cook County Treasurer Website)
• Property Address	(Cook County Treasurer Website)
• First Name of cardholder	(Contractor Website)
• Middle Initial of cardholder	(Contractor Website)
• Last Name of cardholder	(Contractor Website)
• Email for cardholder	(Contractor Website)
• Address Line 1 from Credit Card Holder's Billing Address	(Contractor Website)
• Address Line 2 from Credit Card Holder's Billing Address (optional)	(Contractor Website)
• City from Credit Card Holder's Billing Address	(Contractor Website)
• Zip code from Credit Card Holder's Billing Address	(Contractor Website)
• State from Credit Card Holder's Billing Address	(Contractor Website)
• Telephone number for cardholder	(Contractor Website)
• Type of Credit Card (Visa, Amex, etc.)	(Contractor Website)
• Credit Card's Expiration Date	(Contractor Website)
• Last Four Digits of Credit Card Number	(Contractor Website)
• Reference number (unique Contractor-assigned number for each payment)	
• Date and Time of Payment (GMT)	(Contractor Website)

The Cook County Treasurer will provide Contractor with the XML schema for the XML files to be provided by Contractor. The Contractor shall sign each file with an XML digital signature. The Cook County Treasurer's Office will use FTP over SSL to retrieve the files. The Contractor shall make XML files available to the Treasurer's Office each day by a mutually agreed cutoff time. The convention for naming files must be approved by the Cook County Treasurer's Office.

ATTACHMENT B

OFFICE OF THE CLERK OF THE CIRCUIT COURT BUREAU LISTINGS

OFFICE OF THE CLERK OF THE CIRCUIT COURT BUREAU LISTINGS

First Municipal Bureau

Civil Division in the First Municipal District is responsible for handling civil cases not in excess of \$30,000 where either the defendant or the occurrence is within the Office of Chicago. These types of cases that are heard include contract, property damage, personal injury, eviction, replevin, attachments and garnishments.

The **Traffic Division** in the First Municipal District and the Traffic Departments in each of the five Suburban Districts are responsible for the maintenance of all records and collection of fines for all traffic cases.

Family Law Bureau

The **Child Protection Division** has original jurisdiction over all children under the age of 18 requiring authoritative intervention including addicted minors, dependent, neglected or abused children.

The **Child Support Division** keeps permanent records of court ordered child support payments to custodial parents. This department actively participates in the child support enforcement IV-D (4-D) program throughout Cook County, and provides statutorily required services for participants in the court system.

The **Domestic Relations Division** hears cases seeking Divorce, Legal Separation or invalidity, Civil Orders of Protection and Post Decree issues.

The **Juvenile Justice Division** has exclusive jurisdiction over all minors under the age of 17, who have violated a federal or state law or municipal ordinance.

County Bureau

The **Chancery Division** hears matters of equity which are filed under the following categories: Class Actions, Declaratory Judgments, Mortgage Foreclosures, Injunctions, most Administrative Reviews, Changes of Name, General Chancery and Mechanic Liens.

The **County Division** hears actions and proceedings concerning mental health, adoption, the marriage of minors, inheritance taxes and elections.

The **Law Division** hears actions in which the amount of the claim is in excess of \$30,000. Cases heard include personal injury, property damage, breach of contract and appointment of trustees.

The **Probate Division** is responsible for handling estates of the deceased and guardianships for the disabled, minors and wards of state. The filing of a Last Will and Testament is also a Probate service.

Suburban Bureau

Districts 2-6 hear the following cases: Traffic cases where the traffic offense occurred in one of the municipalities served by the District Courthouse; Civil Cases for damages up to \$100,000 where the defendant resides within one of the municipalities served by the District Courthouse; Civil Cases for damages up to \$100,000 where the incident occurred within one of the municipalities included in a specific District; Criminal cases where the criminal act occurred in one of the municipalities located within the jurisdictional boundaries of a specific District; Domestic Relations cases, including petitions for dissolution of marriage, invalidity of marriage, legal separation, joint simplified dissolution of marriage, custody, visitation and civil orders of protection; Child Support/Parentage cases; Domestic Violence cases including orders of protection originating in a specific District; Juvenile Justice cases where the juvenile offense occurred in one of the municipalities included in a specific District; and Law Division cases in excess of \$100,000.

Criminal Bureau

The Criminal Division hears felony criminal cases filed in the First District (City of Chicago), which are punishable by imprisonment in the penitentiary. The Criminal Department hears cases filed in the First District (City of Chicago), which are classified as misdemeanors; usually punishable by fine, penalty, forfeiture or imprisonment.

Court Administration

The Civil Appeals Division is responsible for processing civil appeals in accordance with Illinois Supreme Court rules; preparing supplemental records when records on appeal need supplementary proceedings; accepting and processing mandates, which are directives from a reviewing court with higher authority than an order; and receiving files returned from reviewing courts following appeals and distributing them to appropriate storage file area.

The Records Management Bureau is charged with the safe keeping of all court files, specifically as it relates to microfilming records. Within the Bureau is the Micrographics Department, which provides the services of filming, processing, duplication, distribution, film vaulting for disaster recovery, historical filming projects and reference, and the Archives Department, that collects, preserves, and makes available non-current records filed with the Cook County Clerk of the Circuit Court that have permanent, historical, and legal value.

ATTACHMENT C

OFFICE OF THE CLERK OF THE CIRCUIT COURT TECHNICAL ENVIRONMENT PROFILE

OFFICE OF THE CLERK OF THE CIRCUIT COURT TECHNICAL ENVIRONMENT PROFILE

The technical infrastructure of the Office of the Clerk of the Circuit Court of Cook County is divided into two major storage components: Mainframe and Client Server. The following are descriptions related to each component:

Mainframe Environment – The primary County Data Center is located in the Cook County building in downtown Chicago. The Office of the Clerk of the Circuit Court has approximately fifteen (15) court applications that run on a shared IBM mainframe.

- Mainframe – IBM Model 2084-301
- Mainframe Operating System – IBM ZOS
- Enterprise Storage – IBM Mdl# 2105-F20 DASD storage with 1.6 Terabytes of storage capacity; IBM Mdl# 2108 (on order) with 3.6 Terabytes of storage capacity; and IBM Mdl# 3950 Tape Units.
- Mainframe Printer(s) – Xerox DocuPrint 2000 Series 180 MICR; IBM Model 6262; IBM Model 1145; and IBM Model 6400.
- Mainframe Database(s) - DB2 (future development); and VSAM (majority of existing files).

Client Server Environment – The Office of the Clerk of the Circuit Court utilizes Cook County's Wide Area Network which uses a TCP/IP protocol and acts as a common transport for all county wide enterprise traffic. The Wide Area Network is maintained by the Cook County Bureau of Technology.

- eMail System – Novell GroupWise
- Server Platform(s) – Microsoft Windows 2000 & 2003; HP Blade Servers
- Server Applications – Microsoft Office, Microsoft SQL – 7.0; Novell NetWare 6.0; GroupWise 7.0; Integrated Cashiering & Security System;
- PC Environment – Over 600 Distributed PC's [248MB – 1Gig (Ram); 2.5– 4.0 Gigahertz (processor); and 40 Gig-100 Gig (hard drive)]; Microsoft Windows 2000 & XP (operating system); Microsoft Internet Explorer (internet browser); Microsoft Office (major office application); Passport 3270 Emulation (mainframe terminal emulation); and GLINK terminal emulation.
- NeoWare Thin Clients – Over 2000 Distributed NeoWare Thin Clients / Neolinux and XP Embedded Operating Systems.

ATTACHMENT D

OFFICE OF THE CLERK OF THE CIRCUIT COURT EXISTING WIDE AREA NETWORK

OFFICE OF THE CLERK OF THE CIRCUIT COURT EXISTING WIDE AREA NETWORK

1) Integration with Existing Wide Area Network (WAN)

The entire Proposed System shall integrate fully with the County's existing wide area network (WAN) as appropriate. All servers and/or storage networks proposed within the system solution should also be configured to reside on the County's WAN. The Cook County WAN is a fully digital network capable of compressing voice traffic and carrying that traffic over combined voice and data T1 and T3 facilities. The T1 and T3 circuits are provisioned for clear channel capability utilizing B8ZS extended super frame signaling.

The WAN utilizes the International Standards Organizations (ISO) Open Systems Interconnection (OSI) reference model to support open systems interconnectivity. In addition, the WAN utilizes 802 standards that conform to the OSI Model at the Data Link and Physical Layers. These standards include specifications for Ethernet, which is the only Local Area Network that will be supported by the WAN.

TCP/IP is the network protocol that will be used for both Intranet and Internet transport of WAN information. The WAN transports frame relay and circuit switched traffic.

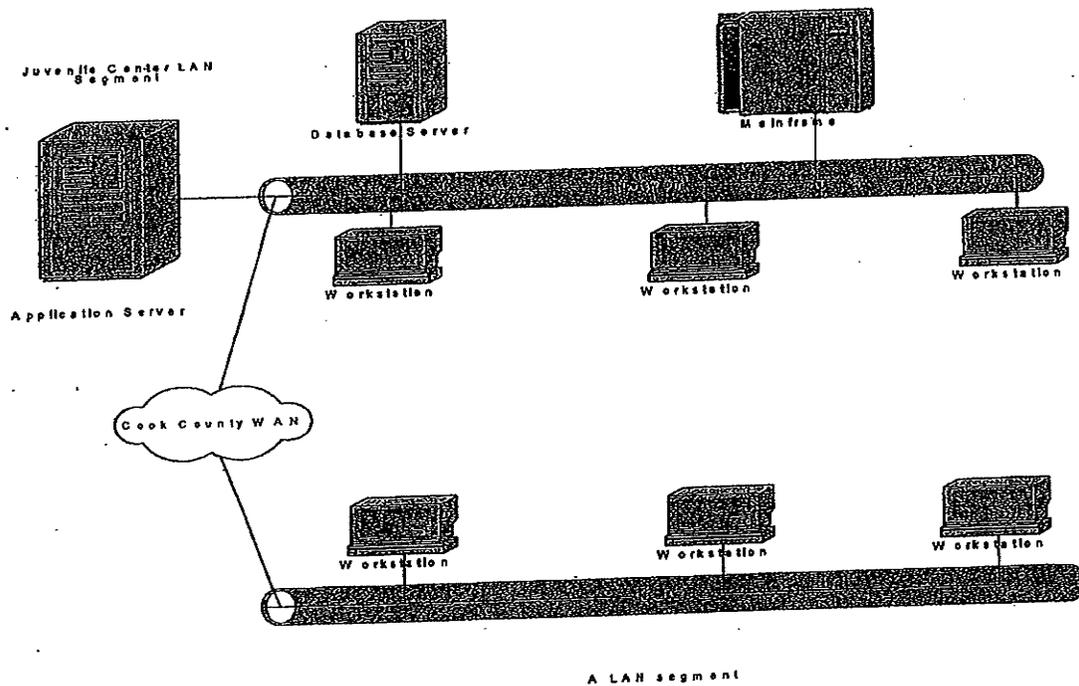


EXHIBIT 2

Bid Price Proposal

Bid Price Proposal

Flat Rate: Basis of Award

Description	Flat Rate
a. Payments using a credit card that permits a percentage of the amount charged for particular transactions, e.g. real estate taxes, County imposed taxes.	2.13% **
b. Payments to post bail where the Contractor is required to be the merchant.	

Service Fee Matrix: For information purposes only

For payments using a credit card that only permits a fixed fee for a particular transaction:

Payment Amount		*Service Fee Dollar Amount **
From	To	
\$1.00	\$200.00	\$4.26
\$200.01	\$300.00	\$6.39
\$300.01	\$400.00	\$8.52
\$400.01	\$500.00	\$10.65
\$500.01	\$750.00	\$15.98
\$750.01	\$1,000.00	\$21.30
\$1,000.01	\$1,500.00	\$31.95
\$1,500.01	\$2,000.00	\$42.60
\$2,000.01	And up	\$42.60 plus \$2.13 per every \$100 increment above \$2000

*The service fee amount will be used for the purpose of establishing the maximum chargeable to the consumer for transactions prohibiting the use of a fixed rate. The vendor shall not charge the consumer more than the applicable amount of service fee or rate, as appropriate, proposed by the vendor and agreed to by the County.

** LexisNexisVitalChek Network Inc. will charge credit card consumers no more than the listed rate/fee for credit card transactions processed. LexisNexis VitalChek Network Inc. reserves the right to not process credit card transactions where credit card regulations do not allow the credit card consumer to be charged a convenience fee of any kind.

EXHIBIT 3

Evidence of Insurance

EXHIBIT 4

Board Authorization