

PROFESSIONAL SERVICES AGREEMENT

CONTRACT NO. 1353-13173

DIGITAL IMAGING SERVICES – WARRANT BOOKS

BETWEEN



COOK COUNTY GOVERNMENT

COOK COUNTY TREASURER'S OFFICE

AND

MANATRON, INC., A THOMPSON REUTERS COMPANY

**APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS**

JUL 23 2014

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PROFESSIONAL SERVICES AGREEMENT

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Exhibit 1	Scope of Services
Exhibit 2	Statement of Work and Schedule of Compensation
Exhibit 3	Evidence of Insurance
Exhibit 4	Board Authorization
Exhibit 5	Economic Disclosure Statement Forms

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 Manatron Inc., a Thompson Reuters Comapny, doing business as a Corporation of the State of Michigan, hereinafter referred to as "Contractor".

BACKGROUND

The County of Cook issued a Request for Proposals "RFP" for Digital Imaging Services – Warrant Books on November 26, 2013. Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Contractor was selected based on the proposal submitted and evaluated by the County representatives.

Contractor represents that it has the professional experience and expertise to provide the necessary services and further warrants that it is ready, willing and able to perform in accordance with the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, the County and 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 Department.

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

"Subcontractor" means any person or entity with whom 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	Statement of Work and Schedule of Compensation
Exhibit 3	Evidence of Insurance
Exhibit 4	Board Authorization
Exhibit 5	Economic Disclosure Statement Forms

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) Deliverables

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

If the County determines that Contractor has failed to provide the mutually agreed upon deliverables as outlined in the Statement of Work and related Deliverable Acceptance Statements, then it has the time period specified in the Statement of Work to notify Contractor, in writing, of its failure. If Contractor does not correct the failure within the time frame specified in the SOW or as mutually agreed upon between the parties, then the County, by written notice, may treat the failure as a default of this Agreement under Article 9.

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

c) 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.

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.

d) 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. A list of Key Personnel is found 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.d(iii) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

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

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

f) Insurance

Prior to the effective date of this Contract, the Contractor, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract.

Contractor shall 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 or as specified otherwise. Contractor is responsible for any deductibles or self-insured retentions.

The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

Coverages

i) **Workers Compensation Insurance**

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

- (1) Employers' Liability coverage with a limit of:
 - \$500,000 each Accident
 - \$500,000 each Employee
 - \$500,000 Policy Limit for Disease

ii) **Commercial General Liability Insurance**

The Commercial General Liability shall be on an occurrence form basis (ISO Form CG 0001 or equivalent) to cover bodily injury, personal injury and property damage.

- (1) Each Occurrence \$ 1,000,000
- (2) General Aggregate \$ 2,000,000

The General Liability policy shall include the following coverages:

- (1) All premises and operations;
- (2) Contractual Liability;
- (3) Products/Completed Operations;
- (4) Severability of interest/separation of insureds clause

iii) **Commercial Automobile Liability Insurance**

When any vehicles are used in the performance of this contract, Contractor shall secure Automobile Liability Insurance for bodily injury and property damage arising from the Ownership, maintenance or use of owned, hired and non-owned vehicles with a limit no less than \$1,000,000 per accident.

iv) **Professional Liability**

Contractor shall secure Professional Liability insurance covering any and all claims arising out of the performance or nonperformance of professional services for the County under this Agreement. This professional liability insurance shall remain in force for the life of the Contractor's obligations under this Agreement, and shall have a limit of liability of not less than \$1,000,000 per claim with a deductible of not more than \$100,000. If any such policy is written on a claims made form, the retroactive date shall be prior to or coincident with the effective date of this contract. Claims made form coverage, or extended reporting following the expiration or termination of this contract, shall be maintained by the Contractor for a minimum of two years following the expiration or early termination of this contract and the Contractor shall annually provide the County with proof of renewal.

Additional requirements

i) **Additional Insured**

The required insurance policies, with the exception of the Workers Compensation and Professional Liability, shall name Cook County, its officials, employees and agents as additional insureds with respect to operations performed. Contractor's insurance shall be primary and non-contributory with any insurance or self-insurance maintained by Cook County.

ii) **Qualification of Insurers**

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon consent of the Cook County Department of Risk Management. The insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies.

iii) **Insurance Notices**

The County will not allow the Contractor to commence any work under this Agreement until all insurance required under this Agreement is purchased and evidence of such is received and approved by the Chief Procurement Officer. Contractor shall provide the Office of the Chief Procurement Officer with thirty (30) days advance written notice in the event any required insurance will be cancelled, materially reduced or non-renewed. Contractor shall secure replacement coverage to comply with the stated insurance requirements and provide new certificates of insurance to the Office of the Chief Procurement Officer.

Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the Office of the Chief Procurement Officer certificates of insurance maintained by Contractor. The receipt of any certificate of insurance does not constitute agreement by the County that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with insurance required above.

In no event shall any failure of the County to receive certificates of insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Contractor's obligations to obtain insurance pursuant to these insurance requirements.

iv) **Waiver of Subrogation Endorsements**

All insurance policies must contain a Waiver of Subrogation Endorsement in favor of Cook County.

g) **Indemnification**

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, and employees, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities for bodily injury, death, or damage to real or tangible personal property, to the extent resulting from the negligence or willful misconduct of the Contractor, or its officers or employees, within the scope of their employment. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

h) Confidentiality and Ownership of Documents

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

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

i) Patents, Copyrights and Licenses

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

Contractor agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and 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.

j) Examination of Records and Audits

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

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

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County as permitted under this Contract, 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 this Contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Contractor carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

k) 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. The parties acknowledge that US Imaging, Inc., 400 S. Franklin Street, Saginaw, MI 48607 is a subcontractor to Contractor under this Contract, and shall perform a portion of the Services set forth in the Statement of Work. All subcontractors shall be subject to the applicable terms of this Contract. Contractor shall incorporate into all subcontracts all of the relevant provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon reasonable request (but charges and fees may be redacted).

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.

l) Professional Social Services

In accordance with 34-146, of the Cook County Procurement Code, all Contractors or providers providing services under a Professional Social Service Contracts or Professional Social Services Agreements, shall submit an annual performance report to the Using Agency, i.e., the agency for whom the Contractor or provider is providing the professional social services, that includes but is not limited to relevant statistics, an empirical analysis where applicable, and a written narrative describing the goals and objectives of the contract or agreement and programmatic outcomes. The annual performance report shall be provided and reported to the Cook County Board of Commissioners by the applicable Using Agency within forty-five days of receipt. Failure of the Contractor or provider to provide an annual performance report will be considered a breach of contract or agreement by the Contractor or provider, and may result in termination of the Contract or agreement.

For purposes of this Section, a Professional Social Service Contract or Professional Social Service Agreement shall mean any contract or agreement with a social service provider, including other governmental agencies, nonprofit organizations, or for profit business enterprises engaged in the field of and providing social services, juvenile justice, mental health treatment, alternative sentencing, offender rehabilitation, recidivism reduction, foster care, substance abuse treatment, domestic violence services, community transitioning services, intervention, or such other similar services which provide mental, social or physical treatment and services to individuals. Said Professional Social Service Contracts or Professional Social Service Agreements do not include CCHHS managed care contracts that CCHHS may enter into with health care providers.

m) Limitation of Liability

EXCEPT FOR CLAIMS BASED ON CONTRACTOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND THE CONTRACTOR'S INDEMNIFICATION OBLIGATIONS SET FORTH IN ARTICLE 3(G) CONTRACTOR'S AND ITS THIRD PARTY CONTRACTOR'S TOTAL LIABILITY, REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY, SHALL NOT EXCEED THE GREATER OF (A) THE FEES PAID BY THE COUNTY FOR THE SERVICES THAT ARE THE SUBJECT OF THE CLAIM; OR (B) ONE MILLION DOLLARS (\$1,000,000). IN NO EVENT SHALL CONTRACTOR BE LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOST OR DAMAGED DATA AND LOSS OF PROFIT OR GOODWILL, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ARTICLE 4: TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Chief Procurement Officer and its term shall begin on August 1, 2014 through December 31, 2015 ("**Effective Date**") and continue until this Agreement is terminated in accordance with its terms.

b) Timeliness of Performance

- i) Contractor must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, 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.b 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 one (1) additional one-year period under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Contractor. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

ARTICLE 5: COMPENSATION

a) Basis of Payment

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

b) Method of Payment

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

c) Funding

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

d) Non-Appropriation

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

e) Taxes

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

f) Price Reduction

If at any time after the contract award, Contractor makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section 5.f., Price Reduction, a general price reduction shall include reductions in the effective price charged by Contractor by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Contractor makes in the price of the Deliverables to its prospective customers generally.

g) Contractor Credits

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

ARTICLE 6: DISPUTES

Any dispute, which is not resolved between the Using Agency and Contractor, 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 ten (10) 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. 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 or the parties are unable to finally resolve the dispute after the Chief Procurement Officer issues her decision. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer. Notwithstanding a dispute (other than a dispute for payment), 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) represents that Contractor and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and
- vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.a and 9.c.

b) Ethics

In addition to the foregoing warranties and representations, Contractor warrants:

- i) 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.
- ii) 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) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.
- ii) 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.h 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 accordance with the terms of this Contract and in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services 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 properly rejected as erroneous or unsatisfactory;

- (d) Discontinuance of the Services by Contractor for reasons within Contractor's reasonable control that are not permitted under this Contract; 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 Article 7 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 by Contractor permits the County, at the County's sole option, to declare Contractor in default. The Chief Procurement Officer will give Contractor an opportunity to cure the default within a reasonable 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 in the form of a cure notice ("**Cure Notice**") or if the Contractor fails to cure within the time set forth in the Cure Notice, 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, AS IS, WHERE IS, 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, and seek to recover from Contractor, the difference between the total amount of the replacement services 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 under this Section 9.b;
- 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 to seek 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, in accordance with the Disputes provision set forth in Article 6;
- 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 that Contractor fails to cure, 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.a and 9.b of this Agreement, the County may terminate this Agreement, upon at least ninety (90) days' prior 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 stated in the notice. If the County elects to terminate this Agreement, 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 by the effective date stated in the notice.

After the notice is received, Contractor must restrict its activities, and those of its Subcontractors, to continued performance of the services and winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. County will pay Contractor for any Services actually and satisfactorily performed before the effective date of the termination on the same basis as set forth in Article 5, plus an additional ten percent (10%) of the charges invoiced for the Services performed from the date the notice is received through the effective date of the termination. 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.a and 9.b 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.c.

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 and charges (which charges shall not exceed two thousand five hundred dollars (\$2,500)) 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.c.

e) Right to Offset

i) In connection with performance under this Agreement:

The County may offset any excess costs incurred and owed by Contractor to County under this Contract:

- (i) if the County terminates this Agreement for default or any other permitted reason resulting from Contractor's performance or non-performance;
- (ii) if the County exercises any of its remedies under Section 9.b 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.

g.) Prepaid Fees

In the event this Contract is terminated by either party for cause or otherwise, and the County has prepaid for any Deliverables, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

ARTICLE 10: GENERAL CONDITIONS

a) Entire Agreement

i) General

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

ii) No Collateral Agreements

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 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.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

No County department or employee thereof has authority to make any modifications or amendments to this Contract. Any modifications or amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Contractor is hereby notified that, except for modifications and amendments which are made in accordance with this Article 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: Office of the Treasurer's Office
 118 North Clark Street, Room 222
 Chicago, Illinois 60602
 Attention: David Byrnes

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: Manatron, Inc., A Thompson Reuters Company
 510 East Milham Avenue
 Portage, MI 49002
 Attention: Andrew Berg

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.

EXHIBIT 1

Scope of Services

EXHIBIT 1

Scope of Services

The County currently keeps an official record of property tax transactions in physical books called Warrant Books. Warrant Books are books containing the official tax records of the County. These books are organized by volume and tax year. All actions affecting a tax parcel are posted to the warrant books.

The Treasurer’s Office is developing a software application to replace the physical books, and, as part of that project, has identified the need to make digital images of the physical books available to taxpayers via the new software application.

Imaging of Warrant Books

- A. The Contractor shall prepare all items for scanning, including removing binders, folders, staples, paperclips and repairing torn or tattered pages and orienting the pages for optimum camera throughput. In the event a page or document is unrepairable, the Contractor shall notify the department, and by mutual written agreement, determine how to either repair or replace the page or document in question. If damage is due to Contractor’s process, Contractor will be responsible for the cost of repair.
- B. Document images shall be saved as PDF files.
- C. Images are to be scanned at 300 dpi and files shall be recorded on CD or DVD.
- D. Contractor shall create one master and one copy of each CD/DVD, and shall be provided to the Treasurer’s Office when complete. Proposer should indicate how many CD/DVDs will be required to store all the Warrant Books.
- E. Contractor shall index all document images according to County metadata schema.

Index Field	Description
Warrant Year	Four Digits – Found on book spine
Volume	Three digits – Found on book spine
PIN	Fourteen digits – Found on book page

- F. Quality Control
 - i. Images shall be of equal or better quality than the original documents.
 - ii. All images are accurately labeled and indexed according to the documentation provided by the County.

- iii. If the County discovers unacceptable images, the Contractor, at no additional cost to the County, shall correct all such unacceptable images within a mutually agreed upon time schedule or immediately, if so directed by the County.
- iv. Imaging of documents shall be performed by employees with a minimum of one year experience operating imaging equipment of the same or similar type to the equipment being used.
- v. Indexing shall be performed by experienced staff, trained in the County's metadata schema format.

G. Warrant Book Description

- i. Nineteen (19) Years of Warrant Books shall be imaged.
- ii. Warrant Books are identified by Warrant Year and Volume.
- iii. There are approximately 600 Warrant Books for each Warrant Year.
- iv. There are approximately 500 pages per book.
- v. There are approximately 300,000 pages per year.
- vi. There are approximately 5.7 million pages to be scanned.
- vii. The dimensions per page are 11" x 17", but each image file will need to consist of a single scan of two pages, side by side, for a total of 22" x 17".
- viii. Many pages will have labels attached to them which are used to record transactions. The labels contain vital business information, and will need to remain on the page during scanning.

H. Imaging of Warrant Books. The Warrant Books are used by taxpayers for research, so the books shall be scanned on-site to prevent disruption of service. Contractor shall furnish all necessary labor, equipment, and supplies associated with imaging the Warrant Books at the Cook County Treasurer's Office, 118 N. Clark Street, Room 218, Chicago IL. 60602. The Contractor may store their equipment at the Treasurer's Office during the scanning of the books.

Key Personnel

The proposer shall identify the key personnel that will be committed to the project. The Chief Procurement Officer reserves the right to reject any key personnel proposed if it is determined in the County's best interest. All key personnel must be committed to the project without competing priorities. The evaluation of proposals includes the qualifications of the personnel proposed; therefore, proposers will name key personnel as part of their proposal. Key Personnel must not be replaced during the project without the approval of the Chief Procurement Officer.

Subcontracting or teaming

The proposer may be comprised of one or more firms as to assure the overall success of the project. The firm shall identify each team member and specify their role. The Chief Procurement Officer reserves the right to accept or reject any of the team members if in the Chief Procurement Officer's sole opinion replacement of the team member, based on skills and knowledge, is in the best interest of the County.

EXHIBIT 2

Statement of Work and Schedule of Compensation

STATEMENT OF WORK IL061914CC

COOK COUNTY, ILLINOIS

SCANNING AND INDEXING TREASURER'S 1992 – 2011 TAX WARRANT BOOKS

Version 1.1

July 7, 2014

Prepared by: Andrew Berg

Manatron, Inc. – A Thomson Reuters Business



Document submitted by Manatron, Inc. – A Thomson Reuters Business

Thomson Reuters Tax & Accounting, Government

Records Management Division

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PROJECT SUMMARY

Project:	Cook County, Illinois Scanning and indexing
Project Site:	Cook County, Illinois 118 North Clark Street, Floors 3M and 4 Chicago, IL 60606
County Contact:	Maria Pappas, County Treasurer 118 North Clark Street Chicago, IL 60606
Target Date of Implementation:	Project to begin within 30 days of fully executed statement of work and professional services agreement.
Scope:	The purpose of this project is for TRTA Gov to scan specific Treasurer's Tax Warrant books. Scanned records will be organized into folders by volume, sequentially numbered within volume, and set up for access using the ImageXpress image viewer.
Technology:	Hardware - The digitized images will be delivered on a disk drive for the County's review. Software (see following table for software licenses included) - ImageXpress software will be provided for viewing the delivered images. A one-year license for ImageXpress is included in the SOW. If the County intends to use this beyond the one-year time frame, then annual maintenance will be required.

This Statement of Work outlines deliverables, assumptions, and a high-level scope of work. In response to the planning phase of this project, updated project documentation and a detailed schedule will be mutually agreed upon by Manatron, Inc. - a Thomson Reuters Business ("Thomson Reuters Tax & Accounting, Government" or "TRTA Gov") and Cook County, Illinois (the "County").

PROJECT OVERVIEW

This Statement of Work ("SOW") defines the areas or scope of work for this project and identifies TRTA Gov and County project responsibilities. It also describes the project management processes for performing this work, the criteria for determining that the work is successfully completed, and the methods to be used to control scope, quality, and costs. Mitigation is defined for any significant project risks that have been identified.



SOFTWARE

New software will be provided, as follows:

ITEM	DESCRIPTION	NUMBER OF USERS	COMMENTS
ImageXpress	Search and viewing software for scanned volumes	Unlimited user license	To be used for image review

RECOMMENDED HARDWARE

JPEG and TIFF images will be provided on portable USB drive(s).

PROJECT IMPLEMENTATION

PURPOSE STATEMENT

The purpose of this project is to implement scanning initiatives for Cook County. This Statement of Work describes the work that TRTA Gov is responsible for implementing. Upon SOW signing, a project schedule will be developed between TRTA Gov and the County.

Book scanning for Treasurer's Tax Warrant books will be done as follows:

1. Planning (project plan);
2. On-site scanning services for various books;
3. Set-up of ImageXpress viewer;
4. County review and acceptance.

SCOPE STATEMENT

TRTA Gov will scan approximately 10,761 Cook County Treasurer Tax Warrant books from 1992 - 2011 on site on Floor 3M inside the Treasurer's current storage area. To minimize costs and interruption to public access and to eliminate the possibility of loss, TRTA Gov proposes scanning all of the books on site 24 hours per day, 7 days a week, within three weeks starting on August 6, 2014. Detailed image inspection and indexing will be performed off site at TRTA Gov's secured facility in Saginaw, Michigan and will be completed by December 9, 2015. After all of the inspection and indexing is complete, any missing or poor quality images will be re-scanned at the Treasurer's Office within one to three days and inserted into their proper location prior to final formatting. TRTA Gov will create two sets of PDF images, color PDF and black and white PDF, that will both be indexed by the year, volume, and the 15 PIN numbers on each page. Oath pages at the end of each volume range will also be indexed by year, volume number, and PIN number.

The initial meeting to review the SOW and scan the Pilot images is tentatively scheduled for Thursday, July 24, 2014.

SCANNING SERVICES

The following section lists the estimated page counts for the books to be scanned as part of this project. TRTA Gov will perform all scanning on site at the County. Scanning services will include automated image clean-up and automated excess border removal.



The County estimated 19 years of books and 600 books per year, totalling 11,400 books. The County also estimated 250 pages per book and two images per page, totalling 5,700,000 images for the RFP. This was a rough estimate, and TRTA Gov invested two days of time to perform a thorough analysis of the filing system to obtain the most accurate estimate possible.

Two estimating methods have been utilized to help confirm the total number of images to be scanned:

- Average Pages Per Year Multiplied by 20 Years - Counting the actual known number of pages from the first year and last year to get an average number of pages per year and multiplying by 20 years.
- Total PIN's Divided by the Average Number of PIN's Per Page – Totaling up 20 years of the actual known number of PIN's from the County Parcel Report and dividing by the lowest known average number of PIN's per page from 2011.

The average number of pages per year yielded 4,568,160 images, and the average number of PIN's per page yielded 4,569,008 images, which is a difference of only 848 images. These results differ by only .02%.

The County has explained instances of randomly inserting additional "Run On" pages when a lot of activity is being documented on a specific parcel. These additional "Run On" pages are outside the known printed page and PIN quantities, and the County committee for this project has requested that TRTA Gov increase the estimated number of images by 10% to compensate for the additional "Run On" pages. Therefore, 4,569,008 images plus 456,902 "Run On" images totals 5,025,910 estimated 11" x 17" images.

The original 5,025,910 images are 11" x 17" in size; the left page and right page will be electronically stitched together in a post process for a final delivery of 2,512,955 folio 22" x 17" images.

PRODUCTION SPECIFICATIONS

TRTA Gov will scan the specified Treasurers' Tax Warrant books, performing project services as follows:

Stage 1

1. Inventory:
 - a. Upon arriving at the County, TRTA Gov will confirm with the County the inventory of all books to be scanned and will enter them into the inventory management system.
2. On-Site Scanning for Books:
 - a. TRTA Gov will provide professional on-site set-up and management of a scanning operation in the Cook County Treasurer's office.
 - b. The County will provide 12' x 24' of space on Levels 3M and 4 with access 24 hours per day, 7 days per week for 21 days (tentatively August 6, 2014 – August 27, 2014).
 - c. TRTA Gov will use document-capture hardware and software specifically designed to capture and process county government land records images.
 - d. Books will be removed from shelves in sequential order. TRTA Gov will carefully remove the three screws from each binder and keep all pages in their current order during removal and scanning, and return them to the binder. After scanning, pages will be placed back into the binders exactly as before, and the books will be put back onto shelves in their original sequential order.
 - e. It is understood that the books contain a large number of blank pages. The scan team will avoid scanning blank pages to the best of its ability. Some may be missed during the process, such as occasional single pages on the reverse side of text pages.
 - f. TRTA Gov staff will inspect during scanning, and content inspection staff will inspect all of the images a second time while on site to guarantee that all of the pages have been captured in their entirety. Any missing, overlapping, or cut-off pages will be rescanned at no charge.
 - g. TRTA Gov will provide all necessary hardware, software, staff, and project managers to perform scanning at the County's facility twenty-four (24) hours per day Monday through Friday. If on-site or on-premise time is less than twenty-four hours per day, the time and investment to complete the task will change and could result in additional charges.
 - h. Included in this SOW is one trip to scan all documents. If any additional services require additional on-site trips, additional costs will be incurred.

3. Color and Bi-Tonal Images:
 - a. All pages will be scanned at 300dpi and saved as color JPEG images and black and white TIFF images simultaneously. The front and back of the pages are captured simultaneously to create two individual JPEG images and two individual TIFF images of every page. Due to the high capacity and onboard computing technology within the high volume scanners, TRTA Gov can capture both color and black and white images faster than most competitors can capture black and white only. Scanners are calibrated for resolution and cleaned regularly. TRTA Gov guarantees that there will be no vertical lines on the pages from dirt build-up on the glass guides or TRTA Gov will rescan the pages for free.
 - b. If, during the course of the project, TRTA Gov realizes that the total image count exceeds the original estimate by more than 5%, TRTA Gov will recognize a "Red Light" project status, signaling a stop in processing. The new estimated total will then be communicated to the County, and TRTA Gov will produce a change request to reflect the change from the original estimate, updated pricing, and any impact the change will have on the project, including billing milestones and delivery dates.
 - c. TRTA Gov will use document-capture hardware and software specifically designed to capture and process county government records images.
4. Post Scanning Processing:
 - a. TRTA Gov will provide auto-image cropping for all of the images scanned.
 - b. TRTA Gov will provide auto de-skew for all of the images scanned.
 - c. Each 11" x 17" image on the left side of the book will be electronically stitched to the 11" x 17" image on the right to create a single 22" x 17" Folio image.
5. Pilot:

TRTA Gov will deliver 1,000 images with Stages 2 and 3 completed in the final PDF format for the County to review and approve prior to releasing Stage 1 images into Stage 2 production.
6. While TRTA Gov is performing Stages 2 and 3, TRTA Gov will provide an image viewing software program called ImageXpress to allow the County to retrieve single-page TIFF and JPEG images. End users can retrieve digital images in the same manner as they currently do from books, only much faster. Selecting a year and volume number takes the user to the first image of the book. Entering the desired page number takes the user right to it. Images can be viewed at fit to height, fit to width, zoomed, deskewed, cropped, redacted, masked, and inverted, and can be viewed in black and white or color. Color images can be adjusted lighter and darker and multiple pages can be selected for printing, saving, or e-mailing as TIFF, JPEG, or PDF.

Stage 2

7. Image Inspection:
 - a. TRTA Gov will inspect all images by two different operators for quality and log issues for the County to review within ImageReview.
 - b. TRTA Gov will provide reviewing software, ImageXpress, which will allow the County to easily sort the Poor Quality Report by document-page number, book-image number, or poor quality issue (light, dark, blurry, etc.). ImageReview can also filter the images by poor quality issue to isolate specific issues of concern and minimize the number of images that need to be reviewed. ImageXpress will display the poor quality image so the County can see the problem with the image. Images can be deselected from the list if the image is of acceptable quality to the County. ImageXpress highlights images on the list after they have been inspected so the users know if the image has already been inspected or not. Once inspection is complete, ImageXpress exports an approved list of images to be enhanced that can be easily e-mailed to TRTA Gov and provide approval to proceed to Stage 3. This tool dramatically reduces the number of images that need to be inspected by the County.
8. Assumptions and Exceptions:
 - a. A designated scan area will be available within the County Treasurer's office.
 - b. TRTA Gov will re-assemble all books and return to the shelves upon completion of scanning.
 - c. The County will export MIS computer Index data from 1992-2011 including year, PIN number, township, and volume number, as a comma-delimited or ASCII fixed length text file and provide it to TRTA Gov on a DVD or USB hard drive at the initial review meeting (tentatively scheduled for July 24, 2014).
9. Indexing:
 - a. TRTA Gov will use an automated process to index all pages using the County provided PIN export file.
 - b. Utilizing existing index data would eliminate the need to key (or double key and verify) 32,035,516 PIN numbers manually.



- c. Oath pages and run-on pages will be manually indexed two times, by two different operators. The two different results will be compared for mismatches (typos), and a third operator will inspect and correct any typing errors. TRTA Gov will index a four-digit year, three-digit volume, and 14-digit PIN.
- d. After the indexes are matched to the images, TRTA Gov will double check every 20th page to confirm that the indexes and images are in sync. If any data has been matched incorrectly, the mismatch will be located and any necessary adjustments will be made.

10. Miscellaneous County Responsibilities:

- a. The County will provide all required tables and chairs.
- b. The County will provide a lockable, securable room.
- c. The County will provide a dependable 110-power supply with outlets.
- d. The County will provide standard operation and working HVAC.
- e. The County will provide standard lighting.
- f. The County will provide access to all 10,761 original Tax Warrant books from 1992-2011.
- g. The County will allocate 500 GB of hard drive space for black and white images for use with the new Treasurer's system. If ImageXpress is utilized, TRTA Gov recommends 5TB of hard drive space to store color images.

11. Image Delivery:

- a. TRTA Gov will deliver all of the project images as raw JPEG and Group IV TIFF images in the folder structure identified below.
- b. The directory structure will be "Doc Type\Image Type\Year\Volume Range." Each township has a specific volume range; for example, Barrington is 1, Berwyn is 2 - 8, and Bloom is 9 - 22. Many Tax Warrant volumes contain multiple books; for example, 2011 Volume 1 contains two books, Volume 1-I Pages 1 - 251 and Volume 1-II Pages 252 - 529. TRTA Gov will combine the images from multiple books for a volume range so the image numbers match the page numbers until the Oath pages at the end of each volume range. Images will be named by an eight-digit zero-filled sequential number followed by the JPG and TIFF extension:

Example 1: 2011 Barrington Township Volume Range 1 = 2 books, 529 pages + 20 Oath pages

Tax Warrants\JPEG\2011\001\00000001.jpg thru 00000579.jpg
 Tax Warrants\TIFF\2011\001\00000001.tif thru 00000579.tif

Example 2: 2011 Berwyn Township Volume Range 2-8 = 6 books, 1050 pages + 20 Oath pages

Tax Warrants\JPEG\2011\002-008\00000001.jpg thru 0001070.jpg
 Tax Warrants\TIFF\2011\002-008\00000001.tif thru 0001070.tif

Example 3: 2011 Bloom Township Volume Range 9-22 = 15 books, 2753 pages + 20 Oath pages

Tax Warrants\JPEG\2011\002-008\00000001.jpg thru 00002773.jpg
 Tax Warrants\TIFF\2011\002-008\00000001.tif thru 00002773.tif

- c. A comma-delimited text file will be provided for each hard drive that contains an individual record that contains four-digit year, three-digit volume, 14-digit PIN, image path, and image file name.
- d. All images will be delivered on portable USB drives.
- e. Scanned images will be delivered to the County for review and acceptance.

12. Review and Acceptance:

- a. At delivery, the TRTA Gov project manager will host a review meeting. The purpose of this meeting will be to confirm the following:
 - i. Project Estimates:
 - 1. Estimated number of project images versus actual number of scanned images.
 - 2. Suggested images for re-scan and the process to attain the County's approval for image enhancements.
- b. The County will begin their four-week review of images, i.e., poor quality recommendations, the data matching, and indexing.
- c. At such time that the County completes their review, the TRTA Gov project manager will host a second meeting to discuss the County's findings and the schedule for images selected for enhancement.

Stage 3

13. Image Enhancement:

- a. TRTA Gov will adjust the poor contrast of County approved images. TRTA Gov staff will enhance the entire page or any specific area on a page to provide the most legible images possible. If the County is not satisfied with the legibility of any image at any time in the future, it will be corrected at no charge. TRTA Gov will enhance the TIFF image from the JPEG back-up image without having to physically re-scan the original media.

14. PDF Image Conversion:

- a. Color and black and white images will be converted to color and black and white PDF's.

15. Image Delivery:

- a. The directory structure will be "Doc Type\Image Type\Year\Volume Range." Each township has a specific volume range; for example, Barrington is 1, Berwyn is 2 - 8, and Bloom is 9 - 22. Many Tax Warrant volumes contain multiple books; for example, 2011 Volume 1 contains two books, Volume 1-I Pages 1 - 251 and Volume 1-II Pages 252 - 529. TRTA Gov will combine the images from multiple books for a volume range so the image numbers match the page numbers until the Oath pages at the end of each volume range. Images will be named by an eight-digit zero-filled sequential number followed by the PDF extension:

Example 1: 2011 Barrington Township Volume Range 1 = 2 books, 529 pages + 20 Oath pages

Tax Warrants\Color\2011\001\00000001.jpg thru 00000579.pdf

Tax Warrants\Black & White\2011\001\00000001.tif thru 00000579.tif

Example 2: 2011 Berwyn Township Volume Range 2-8 = 6 books, 1050 pages + 20 Oath pages

Tax Warrants\Color\2011\002-008\00000001.jpg thru 0001070.pdf

Tax Warrants\Black & White\2011\002-008\00000001.tif thru 0001070.pdf

Example 3: 2011 Bloom Township Volume Range 9-22 = 15 books, 2753 pages + 20 Oath pages

Tax Warrants\Color\2011\002-008\00000001.jpg thru 00002773.pdf

Tax Warrants\Black & White\2011\002-008\00000001.tif thru 00002773.pdf

- b. A comma-delimited text file will be provided for each hard drive that contains an individual record that contains four-digit year, three-digit volume, 14-digit PIN, image path, and image file name.
- c. All enhanced multi-page PDF images will be copied to two sets of external 1TB USB hard drives. One set will be shipped to the County for importing and on-site backup. One set will be delivered to TRTA Gov for delivery. These images will be saved for 30 days following acceptance by the County.

16. In some cases, after all digital enhancement has been exhausted, TRTA Gov may return to the County to physically re-scan media at different scanner settings to obtain a lighter or darker image. Return and re-scanning will be performed at no additional charge to County.

All parties involved with the acceptance of this project are to be in attendance and prepared to provide sign-off. This meeting will be a combination of on-line and on-site attendance. On-site attendees will be determined at a later date.

By the completion of this meeting, the County and TRTA Gov will have the final production and image quality/clean-up requirements documented, and the applicable acceptance form will be submitted to the County for signature.

PROJECT STAKEHOLDERS

Maria Pappas, Cook County Treasurer	County Sponsor	847-818-2929	Accepts deliverables; approves change.
TBD	County Project Manager		Monitors schedule and deliverables; coordinates County responsibilities.
TBD	County Technical Resource		Technical expert for County IT environment; works with County project manager for approval and direction.
Dan Cullerton, Program Manager	Manatron Sponsor	269-388-2514 dan.cullerton@thomsonreuters.com	Point of escalation; approves change.
Alicia Floyd	Manatron Project Manager	512-287-7408 alicia.floyd@thomsonreuters.com	Monitors schedule and deliverables; coordinates Manatron responsibilities.

PROJECT CONTROL PROCESSES AND PROJECT MANAGEMENT PROCEDURES

COMMUNICATIONS PLAN

In order to keep the County and TRTA Gov project managers and the project team informed on the progress of the project, a Communications Plan will be created for the Project Execution Plan. The Communications Plan specifies:

- Meeting schedule;
- What information the weekly status reports will contain; and
- Distribution.

PROJECT STATUS MEETINGS

The County and TRTA Gov project managers will meet at key points in the project to update the progress, discuss and approve deliverables, resolve issues, discuss and approve change requests, determine appropriate management actions, and ensure the success of the project. Project team members will also meet as required. While these points are subject to change, meetings should be held at the following points:

- Project Kickoff
 - At this point, the PM's will discuss project expectations, communication protocols, scanning logistics, examples of image and indexing problems, and expected delivery timeline.
- Scanning Complete
 - At this point, the PM's will discuss delivery of the images, expected versus actual image counts, the review process, and methods for communicating issues and initiating the change management process.
- County Review Complete
 - At this point, the PM's will discuss the results of the County's review and remediation.
- Project Close-Out
 - At this point, both parties will meet to discuss the process to close out the project.



LOCATION OF PROJECT DOCUMENTS, DELIVERABLES, AND FILES

Soft copies of any necessary project documents, deliverables, status reports, meeting notes, etc., will be kept by the TRTA Gov project manager electronically.

ISSUE-TRACKING AND RESOLUTION PROCEDURES

In the course of the project, issues will arise that will require documentation and resolution. An issue is defined as a problem or an obstacle that prevents the project from progressing or is inconsistent with the requirements of the contract.

Issue-Tracking Strategy

Issues may be identified by any project team member and escalated to the County and TRTA Gov project managers for review.

- All issues will be logged, tracked and maintained by the TRTA Gov project manager.
- The Issues Log (using TRTA Gov's tracking system) will be made available to each stakeholder upon request.
- Project sponsors will be notified of any issues with potential risk to project scope, schedule, or cost.

Issue Response and Resolution

The TRTA Gov and County project managers will determine activities necessary for responding to issues. They will assign these activities to appropriate team members and are responsible for monitoring whether or not these activities are being completed and whether or not they are effective in reducing the impact of an issue. They will report progress at team meetings, including the effectiveness of previous resolution plans.

CHANGE MANAGEMENT PROCESS

The Change Management Process is put in place to control scope. If processes are not set to handle change in a structured manner, projects will fail to meet expectations and goals, such as budgets, estimates, and schedules. A "change of scope" is defined to be a change to any of the following: (i) hardware configuration affecting the project; (ii) a change in the requested volume of books or age of the images to be processed; (iii) a change in the requested index requirements; (iv) a change in the requested image scanning or clean-up requirements, or (v) any other change that could affect the project schedule or budget.

Changes to the project, such as delays, changes in scope, change in estimates, etc., will be documented in TRTA Gov's Change Management System. The County or TRTA Gov can initiate these change requests. The party shall identify the nature of the proposed change and reasons for the proposed change.

TRTA Gov shall evaluate the effect of the change set forth in the change request with respect to the feasibility, usability, price, training, acceptance criteria and implementation date of the project. The results of TRTA Gov's evaluation shall be added to and become part of the change request. If TRTA Gov's evaluation of the request is positive, TRTA Gov will propose a specific implementation and specify any additional time and charges necessary for the implementation of the scope change. If TRTA Gov's evaluation is negative, TRTA Gov will provide their rationale for not recommending the change.

TRTA Gov will work jointly with the County to determine mutual interest in pursuing the change request. The County may accept or reject the proposed solution. Should mutual agreement be reached, TRTA Gov shall submit feedback to the County, including impact to timing and price of implementation and maintenance.

RISK CONTINGENCY OUTLINE

A Risk Contingency Outline defines potential risks associated with a project. Its purpose is to provide suggested resolutions ahead of time for the situations that may affect the project timeline and/or budget. By being proactive in identifying possible risk issues and solutions, the impact to the project can be minimized if one of these issues occurs.



Outlined Risks

The project plan will provide a description of the potential risks ("Risk Register") associated with this project, as well as suggested mitigation. A Risk Register is developed as a result of the findings completed in the planning phase. The TRTA Gov project manager will work with the County project manager to detail specific known risks as a deliverable during the analysis phase. Risks may include those pertaining to environment, resources, and performance, among others. Execution of the suggested mitigation would require approval by the County project manager and the TRTA Gov project manager, and may increase the price of the project and/or require added time.

PRICING

TRTA Gov will provide the services described in this statement of work for the prices specified below. Pricing is per item, and the estimates below are based on initial understanding of scope. **The total number of items provided is only an estimate. Billing will be for the actual number of items processed during the project.**

SUMMARY PRICING

Statement of Work Cook County, Illinois On-Site Book Scanning and Professional Services	
<p>Project Summary: Onsite Book Scanning, Image Processing, and PIN Indexing from Treasurer Tax Warrant Books:</p> <ul style="list-style-type: none"> • TRTA Gov will scan approximately 10,761 Cook County Treasurer Tax Warrant books from 1992-2011 on-site. • Detailed image inspection and indexing will be performed off-site. • Two sets of PDF images will be created, color and black and white, that will both be indexed by the year, volume, and 15 PIN numbers on each page. 	
<p>Project Pricing: Onsite Book Scanning, Image Processing, and PIN Indexing from Treasurer Tax Warrant Books:</p> <ul style="list-style-type: none"> • Onsite book scanning and image processing for an estimated 5,025,910 images <ul style="list-style-type: none"> ○ Estimated Stage 1 – Deliverable 1 • Offsite additional image processing, image quality inspection and PIN indexing for an estimated 2,512,955 images <ul style="list-style-type: none"> ○ Estimated Stage 2 – Deliverable 1 (75% upon delivery) ○ Estimated Stage 2 – Deliverable 2 (25% upon final acceptance) • Offsite poor quality image enhancements for an estimated 251,296 images and PDF formatting for an estimated 2,512,955 images <ul style="list-style-type: none"> ○ Estimated Stage 3 – Deliverable 1 	<p>\$394,717.34</p> <p>\$175,237.86</p> <p>\$58,412.62</p> <p><u>\$115,770.93</u></p>
Estimated Total Project Price:	\$744,138.75



DETAILED PRICING

20 Years	@	113,465 PIN Pages Per Year (average)	=	2,269,304 PIN Pages
20 Years	@	760 Oath Pages Per Year (average)	=	15,200 Oath Pages
2,284,504 Pages	@	10% Run On Pages	=	<u>228,451</u> Run On Pages
10,761 Books	@	234 Pages Per Book (average)	=	2,512,955 Total Pages
2,512,955 Pages	@	2 Images Per Duplex Page	=	5,025,910 Total Images
5,025,910 Images	@	5% Poor Quality Images	=	251,296 Poor Images
5,025,910 Images	@	12,000 Images Per Hour	=	419 On-Site Hours
419 Hours	@	22 Hours Per Day with 24 Hour Per Day Access	=	20 On-Site Days
5,025,910 Images	@	1,000 Images Per Gigabyte for JPEG Format	=	5,026 GB for JPEG's
5,025,910 Images	@	10,000 Images Per Gigabyte for TIFF Format	=	503 GB for TIFF's

Stage 1

1 Trip	@	\$2,850.00 Transportation of Equipment & Setup	=	\$2,850.00
21 Days	@	\$850.00 Per Day for 24/7 On-Site Scanning+1 Day Setup	=	\$17,850.00
5,025,910 Images	@	\$0.05 Per JPEG Image to Scan 300 DPI Color	=	\$251,295.50
5,025,910 Images	@	\$0.012 Per JPEG Image to Confirm 100% Content	=	\$60,310.92
5,025,910 Images	@	\$0.006 Per JPEG Image to Convert to B&W TIFF	=	\$30,155.46
5,025,910 Images	@	\$0.006 Per JPEG Image to Stitch Folio Images	=	\$30,155.46
12 Drives	@	\$175.00 Per 1TB USB Hard Drive & Back Up Drive	=	\$2,100.00
				53%
				\$394,717.34

Stage 2

2,512,955 Images	@	\$0.03 Per TIFF Image to Inspect & Report Poor Quality	=	\$75,388.65
2,512,955 Images	@	\$0.03 Per TIFF Image to Double Inspect & Verify	=	\$75,388.65
2,269,304 PIN Pages	@	\$0.03 Per Page to Match 15 PIN #'s & Verify	=	\$68,079.12
15,200 Oath Pages	@	\$0.06 Per Page to Double Key 1 PIN #	=	\$912.00
228,451 Run On Pages	@	\$0.06 Per Page to Double Key 1 PIN #	=	\$13,707.06
1 Drive	@	\$175.00 Per 1TB USB Hard Drive	=	\$175.00
				31%
				\$233,650.48

Stage 3

251,296 Poor Images	@	\$0.40 Per TIFF Image to Enhance Poor Quality	=	\$100,518.20
2,512,955 Images	@	\$0.006 Per TIFF Image to Convert to PDF	=	\$15,077.73
1 Drive	@	\$175.00 Per 1TB USB Hard Drive	=	\$175.00
				16%
				\$115,770.93

Total Investment = \$744,138.75



PROJECT TIMELINE

The actual timeline will be finalized during the kick-off meeting. The estimated time frame for this project is 63 weeks (about 1.25 years), as follows (dates are tentative):

- Stage 1 – Meeting with County to review process and scan sample images = 1 day (July 24, 2014)
- Stage 1 – Process 1,000 image Pilot = 7 days (July 25, 2014 - July 30, 2014)
- Stage 1 - County reviews and approves 1,000 image Pilot = 4 days (July 31, 2014 – Aug. 5, 2014)
- Stage 1 - On-site 24/7 scanning = 3 weeks (Aug. 6, 2014 – Aug. 27, 2014)
- Stage 1 – Deliverable 1 (100% of Stage 1 fees based on actual image count)

- Stage 2 – Inspection¹ = 10 weeks
- Stage 2 – Inspection² = 10 weeks
- Stage 2 – Match indexes to images = 12 weeks
- Stage 2 – Check index and image sync make corrections = 8 weeks
- Stage 2 – Format TIFF images for ImageReview = 1 week
- Stage 2 – County reviews and approves poor quality images = 4 weeks
- Stage 2 – Deliverable 1 (75% of Stage 2 fees based on actual image count due at delivery)
- Stage 2 – Deliverable 2 (25% of Stage 2 fees based on actual image count due upon acceptance)

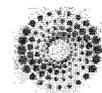
- Stage 3 – Enhance poor quality images = 10 weeks
- Stage 3 – Format images and indexes into PDF = 1 week (Dec. 9, 2015)
- Stage 3 – Deliverable 1 (100% of Stage 3 fees based on actual image count)

The County will be able to access digital images with ImageXpress seven weeks from the initial meeting and can install the ImageXpress software on as many PC's as desired throughout the remainder of the 54-week process for Stages 2 and 3.

TERMS AND WARRANTY

The quantities in this SOW are estimated; invoices will be based on actual quantities. After Stages 1, 2, and 3 are completed, the images will be shipped on three sets of hard drives. Invoices will be issued in accordance with the acceptance pages in this SOW. All invoices are due within 30 days of receipt.

TRTA Gov guarantees the County's complete satisfaction and will correct any scanning or indexing error in the future for an additional charge.



AGREEMENT TO SOW

STATEMENT OF WORK AGREED UPON AND ACCEPTED

Agreement and Acceptance

This statement of work will confirm all requests for professional services as outlined and at the prices indicated. This SOW will be an addendum to the 2014 Professional Services Agreement between the County and TRTA Gov.

The total estimated price for this project is \$744,138.75. Billing will be based on the actual number of images, images flagged for quality review, and actual pages indexed during the project.

We, the undersigned, accept this document as a stable work product to be used in the delivery of the project described herein. Any deviation from this statement of work is to be handled through TRTA Gov's Change Management Process.

(The entirety all digital images and indexes created during this project are the exclusive property of the County. TRTA Gov will not retain a copy of, sell, or give away any digital images or indexes processed for the project described in this SOW.)

This agreement is not effective until executed by both parties.

Signatures

Cook County, Illinois 118 North Clark Street Chicago, IL 60606	TRTA Gov 1807 Braker Lane, Suite 400 Austin, TX 78758
BY:	BY: 
PRINTED NAME:	PRINTED NAME: Tom Walsh
TITLE:	TITLE: Managing Director, Government
DATE:	DATE: July 8, 2014



ATTACHMENT 1

ABBREVIATIONS AND DEFINITIONS

The following definitions are employed in this statement of work:

- Batch - A specific volume of images/pages identified as a single delivery submitted for review and acceptance
- Bi-tonal – black and white (see .tiff)
- County – Cook County, Illinois
- Gray scale – 256 shades of gray
- Indexing – Data entry
- Indexes – Data created from the act of data entry
- Instrument (sometimes referred to as a document) – A single, complete official County record or document (an instrument may be comprised of one or many images/pages)
- Image – A single image created from a single page from an instrument/document
- Page – A single piece of paper (and/or digital image) within an instrument/document
- Pilot Phase – A smaller subset of the whole of the volume of images used as a proof of concept for both the scanning and indexing phases of this project
- PM – Project manager
- SOW – Statement of work
- Stapling (pagination) – The process of identifying and connecting the first and last digital image/page of each instrument
- .tiff - Acronym for *tagged image file format* (this is very standard 20:1 compression image type compatible with both PC's and Mac's); .tiff images are bi-tonal
- USB - Acronym for *Universal Serial Bus*



ATTACHMENT 2 – ACCEPTANCE FORMS

ACCEPTANCE FORM 1 BOOK SCANNING FINAL ACCEPTANCE CRITERIA – STAGE 1 (BILLING MILESTONE)

Purpose

The purpose of this acceptance form is for the County to acknowledge receipt and acceptance of all on-site scanning and auto-image cleanup.

Measurements / Process

- TRTA Gov has scanned the books designated for this project.
- TRTA Gov has processed all digital images with requested image clean-up as specified in this SOW.
- TRTA Gov has provided the County with a portable media containing all processed digital images.
- TRTA Gov has set up all books for viewing using ImageXpress.
- The County may use images following delivery.

Outputs

- Manatron has completed the on-site scanning services and delivered scanned digital images.
- The on-site scanning team was on site for _____ days.
- There were _____ images scanned and delivered.

Billing for This Stage

On-site scanning billing - _____ days at \$850.00 per day	\$ _____
Actual total number of images scanned (JPEG image color) _____	
Actual total billing for images scanned (\$0.05 per image)	\$ _____
Actual total number of images for confirmation _____	
Actual total billing for image confirmation (\$0.12 per image)	\$ _____
Actual total number of images converted (JPEG to TIFF) _____	
Actual total billing for images converted (\$0.006 per image)	\$ _____
Actual total number of images processed for stich folio _____	
Actual total billing for images processed (\$0.006 per image)	\$ _____
Trip (flat cost)	\$2,850.00
Drives for Stage 1 delivery (flat cost)	<u>\$2,100.00</u>
 TOTAL DUE	 \$ _____



ACCEPTANCE FORM 1 (continued)

Signatures

By signing this acceptance document, the County confirms receipt of this stage and agrees to be billed for the total due for this stage.

Cook County, Illinois 118 North Clark Street Chicago, IL 60606	TRTA Gov 1807 Braker Lane, Suite 400 Austin, TX 78758
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE:



**ACCEPTANCE FORM 2
 IMAGE PROCESSING, IMAGE QUALITY INSPECTION, AND PIN INDEXING
 DELIVERY ACCEPTANCE CRITERIA (STAGE 2 – DELIVERABLE 1)
 (BILLING MILESTONE)**

Purpose

The purpose of this acceptance form is for the County to acknowledge receipt of Stage 2 for indexing and professional services.

Measurements / Process

- TRTA Gov has flagged all images in need of Image Quality Enhancement.
- TRTA Gov has auto-indexed PIN's to Warrant Book pages and verified them, checking every 20th page.
- TRTA Gov has manually indexed Oath and run-on pages.
- TRTA Gov has delivered images and corresponding index files via USB drive.

Outputs

- TRTA Gov has delivered the entire project of indexed images and provided index files and an indication of which images have been flagged for image quality to the County.
- The County has four (4) weeks to identify issues (if any) and sent them to TRTA Gov for review and remediation.

Billing for This Stage

Actual total number of images quality inspected	_____	
Actual total billing for images quality inspected (\$0.03 per image)		\$ _____
Actual total number of images double inspected and verified	_____	
Actual total billing for images double inspected and verified (\$0.03 per image)		\$ _____
Actual total number of images auto-indexed (matching 15 PIN's & verifying)	_____	
Actual total billing for images auto-indexed (\$0.03 per image)		\$ _____
Actual total number of Oath images manually indexed (double keying one PIN)	_____	
Actual total billing for Oath images manually indexed (\$0.06 per image)		\$ _____
Actual total number of run-on images manually indexed (double keying one PIN)	_____	
Actual total billing for run-on images manually indexed (\$0.06 per image)		\$ _____
Drive for Stage 2 Delivery (Flat Cost)		_____ \$175.00
TOTAL AMOUNT (75% OF THIS AMOUNT DUE)		\$ _____



ACCEPTANCE FORM 2 (continued)

Signatures

By signing this acceptance document, the County confirms delivery acceptance of this phase of the project, agrees to start the review and feedback process using the provided Data Audit Report template, and agrees to be billed \$ _____ (75% of the total amount of Stage 2).

Cook County, Illinois 118 North Clark Street Chicago, IL 60606	TRTA Gov 1807 Braker Lane, Suite 400 Austin, TX 78758
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE:

**ACCEPTANCE FORM 3
 IMAGE PROCESSING, IMAGE QUALITY INSPECTION, AND PIN INDEXING
 FINAL ACCEPTANCE CRITERIA (STAGE 2 – DELIVERABLE 2)
 (BILLING MILESTONE)**

Purpose

The purpose of this acceptance form is for the County to acknowledge completion of Stage 2 for indexing and professional services.

Measurement / Process

- TRTA Gov has flagged all images in need of image quality enhancement.
- TRTA Gov has auto-indexed PIN's to Warrant book pages and verified them, checking every 20th page.
- TRTA Gov has manually indexed Oath and run-on pages.
- TRTA Gov has delivered images and corresponding index files via USB drive.

Outputs

- TRTA Gov has delivered the entire project of indexed images and provided index files and an indication of which images have been flagged for image quality to the County.
- The County has identified issues (if any) and sent them to TRTA Gov for review and remediation.

Billing for This Stage

Actual total number of images quality inspected	_____	
Actual total billing for images quality inspected (\$0.03 per image)		\$ _____
Actual total number of images double inspected and verified	_____	
Actual total billing for images double inspected and verified (\$0.03 per image)		\$ _____
Actual total number of images auto-indexed (matching 15 PIN's & verifying)	_____	
Actual total billing for images auto-indexed (\$0.03 per image)		\$ _____
Actual total number of Oath images manually indexed (double keying one PIN)	_____	
Actual total billing for Oath images manually indexed (\$0.06 per image)		\$ _____
Actual total number of run-on images manually indexed (double keying one PIN)	_____	
Actual total billing for run-on images manually indexed (\$0.06 per image)		\$ _____
Drive for Stage 2 Delivery (Flat Cost)		_____ <u>\$175.00</u>
TOTAL AMOUNT (25% OF THIS AMOUNT DUE)		\$ _____

ACCEPTANCE FORM 3 (continued)

Signatures

By signing this acceptance document, the County confirms final acceptance of this phase of the project and agrees to be billed \$ _____ (25% of the total amount of Stage 2).

Cook County, Illinois 118 North Clark Street Chicago, IL 60606	TRTA Gov 1807 Braker Lane, Suite 400 Austin, TX 78758
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE:

**ACCEPTANCE FORM 4
 IMAGE QUALITY ENHANCEMENT AND CONVERSION TO PDF
 FINAL ACCEPTANCE CRITERIA (STAGE 3 – DELIVERABLE 1)
 (BILLING MILESTONE)**

Purpose

The purpose of this acceptance form is for the County to acknowledge receipt and acceptance of manually enhanced images and PDF's.

Measurement / Process

- TRTA Gov has completed all image quality enhancement approved by the County in Stage 2.
- TRTA Gov has completed the conversion of all images to color and black and white PDF's.
- TRTA Gov has provided an index file for all images provided.
- TRTA Gov has delivered images and corresponding index files via USB drive.

Outputs

- TRTA Gov has delivered all enhanced images, converted all images to PDF's, and delivered index files.
- The County will identify any images previously marked for image enhancement in need of re-scanning.

Billing for This Stage

Actual total number of images enhanced for quality	_____	
Actual total billing for images enhanced for quality (\$0.40 per image)		\$ _____
Actual total number of images converted to PDF	_____	
Actual total billing for images converted to PDF (\$0.006 per image)		\$ _____
Drive for Stage 3 delivery (flat cost)		<u> \$175.00</u>
TOTAL DUE		\$ _____

Signatures

By signing this acceptance document, the County confirms receipt of this stage and agrees to be billed for the total due for this stage.

Cook County, Illinois 118 North Clark Street Chicago, IL 60606	TRTA Gov 1807 Braker Lane, Suite 400 Austin, TX 78758
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE:

**ACCEPTANCE FORM 5
FINAL PROJECT ACCEPTANCE CRITERIA
(NON-BILLING MILESTONE)**

Purpose

The purpose of this acceptance form is for the County to provide final project acceptance.

Outputs

- TRTA Gov has processed each image with required scanning and image processing services as described in this SOW.
- TRTA Gov has processed each image with required indexing and professional services processing as described in this SOW.
- The County has completed all evaluation and review, documented all errors, inconsistencies, and anomalies discovered, and submitted these findings to TRTA Gov for remediation.
- TRTA Gov has remediated all errors, inconsistencies, and anomalies submitted by the County per contractual compliance prior to final project sign-off.

Estimated and Actual Billing

Stage 1

Estimated total number of Treasurer Tax Warrant images scanned from books to be processed and delivered	5,025,910
Actual total number of Treasurer Tax Warrant images scanned from books processed and delivered	_____
Estimated total billing for Stage 1	\$394,717.34
Actual total billing for Stage 1	\$ _____

Stage 2

Estimated total number of images to be quality inspected	2,512,955
Actual total number of images quality inspected	_____
Estimated total number of images to be double inspected and verified	2,512,955
Actual total number of images double inspected and verified	_____
Estimated total number of images to be auto-indexed	2,269,304
Actual total number of images auto-indexed	_____
Estimated total number of images to be manually indexed	243,651
Actual total number of images manually indexed	_____
Estimated total billing for Stage 2	\$233,650.48
Actual total billing for Stage 2	\$ _____

ACCEPTANCE FORM 5 (continued)
 FINAL PROJECT ACCEPTANCE CRITERIA
 (NON-BILLING MILESTONE)

Stage 3

Estimated total number of images to be enhanced for quality	251,296
Actual total number of images enhanced for quality	_____
Estimated total number of images to be converted to PDF	2,512,955
Actual total number of images converted to PDF	_____
Estimated billing for Stage 3	\$115,770.93
Actual billing for Stage 3	\$ _____

Signatures

By signing this acceptance document, the County and TRTA Gov agree that this project is final and complete.

Cook County, Illinois 118 North Clark Street Chicago, IL 60606	TRTA Gov 1807 Braker Lane, Suite 400 Austin, TX 78758
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE:

EXHIBIT 3

Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/03/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 1166 Avenue of the Americas Fax: (212) 345-3695 New York, NY 10036 101674-AII-GAWU-14-15	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: ACE American Insurance Company	NAIC # 22667
	INSURER B: ACE Property & Casualty Insurance Company	20699
INSURED Manatron Inc. A Thomson Reuters Business 510 East Milham Ave Portage, MI 49002	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** NYC-006895763-02 **REVISION NUMBER:** 11

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

NSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		HDO G27332183	03/31/2014	03/31/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		ISA H08819683	03/31/2014	03/31/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		XOO G2 73 79 86 2	03/31/2014	03/31/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WLR C47887616 (AOS) RSC C47887604 (WI) WLR C47887598 (NY)	03/31/2014	03/31/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Cook County, Illinois is included as an additional insured (except for Workers' Compensation) as required by Contract No. 1353-13173 between the County and Manatron, Inc. - A Thomson Reuters Business.

CERTIFICATE HOLDER	CANCELLATION
Cook County, Illinois 118 North Clark Street Chicago, IL 60606	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Michaela Grasshoff <i>Michaela Grasshoff</i>

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/03/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036 101674-ALL-E&O-14-15	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: ACE American Insurance Company		22667
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED Manatron Inc. A Thomson Reuters Business 510 East Millham Ave Portage, MI 49002
--

COVERAGES **CERTIFICATE NUMBER:** NYC-066895767-01 **REVISION NUMBER:** 2

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Prof Liab. E & O			EON G21635029 013	03/31/2014	03/31/2015	Limits 5,000,000 SIR 1,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: Contract No. 1353-13173 between the County and Manatron, Inc. - A Thomson Reuters Business

CERTIFICATE HOLDER Cook County, Illinois 118 North Clark Street Chicago, IL 60606	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Morgan Frick
---	---

EXHIBIT 4

Cook County Board Authorization

EXHIBIT 5

Economic Disclosure Statement (EDS) Forms

ECONOMIC DISCLOSURE STATEMENT
**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	Limited Liability Corporation Signature Page.....	EDS 15a/b/c
9	Corporation Signature Page.....	EDS 16a/b/c
10	Cook County Signature Page.....	EDS 17

ECONOMIC DISCLOSURE STATEMENT**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 Chief Procurement Officer. 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.

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

Sections 6, 7, 8, 9: 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; Section 8 is the form for a Limited Liability Corporation, and Section 9 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.

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.

ECONOMIC DISCLOSURE STATEMENT
**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	Limited Liability Corporation Signature Page.....	EDS 15a/b/c
9	Corporation Signature Page.....	EDS 16a/b/c
10	Cook County Signature Page.....	EDS 17

ECONOMIC DISCLOSURE STATEMENT**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 Chief Procurement Officer. 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.cookcountyclerk.com/sub/ordinances.asp>). This page can also be accessed by going to www.cookcountyclerk.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.

ECONOMIC DISCLOSURE STATEMENT

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

Sections 6, 7, 8, 9: 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; Section 8 is the form for a Limited Liability Corporation, and Section 9 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.

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.

ECONOMIC DISCLOSURE STATEMENT

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: _____

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 _____

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 three (3) business days after the Bid Opening date.**

ECONOMIC DISCLOSURE STATEMENT

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: _____ Certifying Agency: _____
 Address: _____ Certification Expiration Date: _____
 City/State: _____ Zip: _____ FEIN #: _____
 Phone: _____ Fax: _____ Contact Person: _____
 Email: _____ Contract #: _____
 Participation: _____ Direct _____ Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?
 No _____ Yes _____ If " Yes", please attach explanation. Proposed Subcontractor: _____

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

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

(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.

 Signature (M/WBE)

 Print Name

 Firm Name

 Date
 Subscribed and sworn before me
 this ____ day of _____, 20____.
 Notary Public _____
 SEAL

 Signature (Prime Bidder/Proposer)

 Print Name

 Firm Name

 Date
 Subscribed and sworn before me
 this ____ day of _____, 20____.
 Notary Public _____
 SEAL

ECONOMIC DISCLOSURE STATEMENT

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

A. BIDDER/PROPOSER HEREBY REQUESTS:

- FULL MBE WAIVER FULL WBE WAIVER
- REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)
- % of Reduction for MBE Participation
- % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST:

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

- (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. (Please explain)
- (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. (Please explain) **See next page**
- (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the Percentage of total contract price represented by such MBE and/or WBE bid. (Please explain)
- (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. (Please explain) **See next page**

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION:

- (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. (Please attach)
- (2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in business. (Please attach)
- (3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services. (Please attach)
- (4) Used the services and assistance of the Office of Contract Compliance staff. (Please explain)
- (5) Engaged MBEs & WBEs for indirect participation. (Please explain)

D. OTHER RELEVANT INFORMATION:

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

MBE/WBE Waiver Explanation

Thomson Reuters has requested a waiver of MBE/WBE participation in this scanning project. While we are never opposed to considering partnering with other vendors to provide the level of service required for our clients, we have a long-standing relationship with US Imaging with whom we have partnered on many projects over the years. Though US Imaging is not a MBE/WBE, our references will attest that the partnership between US Imaging and Thomson Reuters led to successful completion of their projects on time and within budget. We desire to maintain that partnership and level of service for Cook County and believe that it would be very difficult to incorporate a third party vendor with whom we've not ever worked before and still provide the level of quality that Thomson Reuters and US Imaging have in the past.

In addition to our concerns over working with a new partner and how that may affect our work on this project, we project that a goal of 35% participation of a MBE/WBE for this project would add approximately the same percentage to our pricing and we believe that such an increase would put our price above competitive levels and make it impossible for Thomson Reuters to win Cook County's business.

We at Thomson Reuters respect Cook County's desire to have MBE/WBE participation where and whenever possible and we sincerely hope that our petition for a waiver does not disqualify us from consideration. We have a long and successful track record of completing scanning projects like this and very much look forward to the opportunity to work with Cook County.

ECONOMIC DISCLOSURE STATEMENT**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.

ECONOMIC DISCLOSURE STATEMENT

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.

ECONOMIC DISCLOSURE STATEMENT

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 (EDS-8) and complete the following, based upon the definitions and other information included in such Affidavit.

ECONOMIC DISCLOSURE STATEMENT

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S):

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

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

ECONOMIC DISCLOSURE STATEMENT

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: Manatron, Inc. D/B/A: Thomson Reuters EIN NO.: 38-1983228

Street Address: 510 East Milham Avenue

City: Portage State: MI Zip Code: 49002

Phone No.: (269) 567-2900

Form of Legal Entity:

- Sole Proprietor Partnership Corporation Trustee of Land Trust
 Business Trust Estate Association Joint Venture
 Other (describe) _____

ECONOMIC DISCLOSURE STATEMENT

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
None		

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
None		

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
Manatron, Inc. is a wholly owned subsidiary of Thomson Reuters Holdings, Inc.,	3 Times Square, New York, NY 10036		

Declaration (check the applicable box):

[x] 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.

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

Tom Walsh Managing Director, Government

Name of Authorized Applicant/Holder Representative (please print or type) Title July 15, 2014

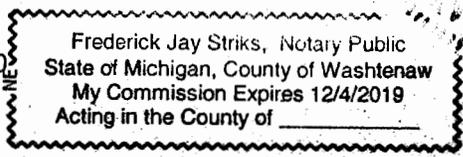
Signature Date
t.walsh@thomsonreuters.com (269) 567-2900

E-mail address Phone Number

Subscribed to and sworn before me My commission expires: 12/4/19

this 10 day of JULY, 2014

 Notary Seal

EDS-10  Frederick Jay Striks, Notary Public
State of Michigan, County of Washtenaw
My Commission Expires 12/4/2019
Acting in the County of _____

ECONOMIC DISCLOSURE STATEMENT

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.

ECONOMIC DISCLOSURE STATEMENT

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: Tom Walsh Title: Managing Director, Government
Business Entity Name: Manatron, Inc. Phone: (269) 567-2900
Business Entity Address: 510 East Milham Avenue, Portage, MI 49002

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

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

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

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

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

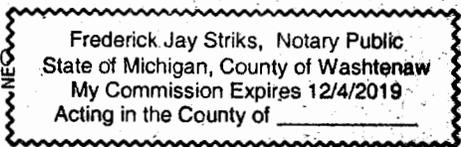
[Signature] _____ July 15, 2014
Owner/Employee's Signature Date

Subscribe and sworn before me this 15 day of JULY, 2014.

a Notary Public in and for Washtenaw County

[Signature]
(Signature)

NOTARY PUBLIC
SEAL



My Commission expires 12/4/2019

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 SOLE PROPRIETOR
(SECTION 6)

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 facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer 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: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20__.

My commission expires:

X _____

Notary Public Signature

Notary Seal

SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

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 Chief Procurement Officer 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: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20__.

My commission expires:

X _____

Notary Public Signature

Notary Seal

* **Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.**

ECONOMIC DISCLOSURE STATEMENT

**SIGNATURE BY A LIMITED LIABILITY 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 facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer 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: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ *CORPORATE FILE NUMBER: _____

MANAGING MEMBER: _____ MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed to and sworn before me

this ____ day of _____, 20 ____.

X _____

Notary Public Signature

Notary Seal

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

**** Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.**

ECONOMIC DISCLOSURE STATEMENT

SIGNATURE BY A CORPORATION

(SECTION 9)

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 facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer 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: Manatron, Inc.

BUSINESS ADDRESS: 510 East Milham Avenue, Portage, MI 49002

BUSINESS TELEPHONE: (612) 208-0234 FAX NUMBER: (269) 567-2930

CONTACT PERSON: Andrew Berg

FEIN: 38-1983228 *CORPORATE FILE NUMBER: F 5076-252-1

PLEASE LIST THE FOLLOWING OFFICERS: Not applicable. Please see attached organizational chart that shows the Government leadership team structure.

PRESIDENT: _____ VICE PRESIDENT: _____

SECRETARY: _____ TREASURER: _____

**SIGNATURE OF ~~PRESIDENT~~ Managing Director, Government: [Signature] 7/15/17

ATTEST: _____ (CORPORATE SECRETARY)

Subscribed to and sworn before me
this 15 day of JULY, 2017

My commission expires: 12/4/19

X [Signature]
Notary Public Signature

Notary Seal

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

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

See following page for documentation

Frederick Jay Striks, Notary Public
State of Michigan, County of Washtenaw
My Commission Expires 12/4/2019
Acting in the County of _____

**COOK COUNTY SIGNATURE PAGE
(SECTION 10)**

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

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS _____ DAY OF _____, 20_____.

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

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

OR

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

TOTAL AMOUNT OF CONTRACT: \$ _____
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

ASSISTANT STATE'S ATTORNEY
(Required on contracts over \$1,000,000.00)



THOMSON REUTERS

MANATRON, INC. – A THOMSON REUTERS BUSINESS

Assistant Secretary's Certificate

I, Aina Lakis, Assistant Secretary and Vice President of Manatron, Inc. do hereby certify that:

- I am a duly elected, qualified and acting Assistant Secretary and Vice President of Manatron, Inc., a Michigan corporation (the "Corporation");
- Tom Walsh is currently the duly appointed Managing Director, Government of the Corporation, first appointed in such capacity on April 8, 2013, and in such capacity he is hereby authorized to execute any and all documents in the name of or on behalf of the Corporation; and
- The Corporation is a wholly owned subsidiary of Thomson Reuters Holdings, Inc.

In witness whereof, I have hereunto set my hand as an Assistant Secretary and Vice President of the Corporation on this 16th day of July, 2014.

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

(Signature)

Aina Lakis

Assistant Secretary and Vice President

TAX & ACCOUNTING GOVERNMENT LEADERSHIP TEAM



Tom Walsh
Managing Director



Diana Flanders
Vice President
Customer Operations



Sam Wilkins
Vice President
Professional Services



Donald Peele
Vice President
International Operations



Krissy Janz
Director
Talent / Human Resources



Brian Cunningham
Vice President
Product Development



Rachel Bryant
Director
Marketing



Brian Wilson
Vice President
Finance



Bob Brower
Vice President
Sales

COOK COUNTY SIGNATURE PAGE

(SECTION 10)

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

Sam E. M.

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 28 DAY OF July, 2014.

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

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

1353-13173

OR

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

TOTAL AMOUNT OF CONTRACT: \$

749,138⁷⁵

(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

JUL 23 2014

APPROVED AS TO FORM:

Not required

COM _____

ASSISTANT STATE'S ATTORNEY

(Required on contracts over \$1,000,000.00)