

PROFESSIONAL SERVICES AGREEMENT

VRMS (VOTER REGISTRATION MANAGEMENT SYSTEM)

BETWEEN



COOK COUNTY GOVERNMENT
OFFICE OF THE COUNTY CLERK

AND

SKU CORPORATION

CONTRACT NO. 1435-14005

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

JUN 29 2016

PROFESSIONAL SERVICES AGREEMENT

TABLE OF CONTENTS

TERMS AND CONDITIONS 1

ARTICLE 1) INCORPORATION OF BACKGROUND 1

ARTICLE 2) DEFINITIONS 1

 a) Definitions..... 1

 b) Interpretation..... 2

 c) Incorporation of Exhibits 3

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT..... 3

 a) Scope of Services..... 3

 b) Deliverables..... 3

 c) Standard of Performance 4

 d) Personnel..... 4

 e) Minority and Women Owned Business Enterprises Commitment..... 5

 f) Insurance..... 6

 g) Indemnification..... 9

 h) Confidentiality and Ownership of Documents 9

 i) Patents, Copyrights and Licenses 10

 j) Examination of Records and Audits..... 10

 k) Subcontracting or Assignment of Contract or Contract Funds..... 11

ARTICLE 4) TERM OF PERFORMANCE..... 13

 a) Term of Performance 13

 b) Timeliness of Performance..... 13

 c) Agreement Extension Option..... 13

ARTICLE 5) COMPENSATION 13

 a) Basis of Payment... 13

 b) Method of Payment 14

 c) Funding..... 14

 d) Non-Appropriation 15

 e) Taxes..... 15

 f) Price Reduction..... 15

 g) Consultant Credits 15

ARTICLE 6) DISPUTES..... 16

ARTICLE 7) COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE..... 16

 WITH ALL LAWS 16

ARTICLE 8) SPECIAL CONDITIONS..... 16

 a) Warranties and Representations..... 16

 b) Ethics..... 17

 c) Joint and Several Liability 18

 d) Business Documents..... 18

 e) Conflicts of Interest 18

 f) Non-Liability of Public Officials 19

ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION..... 19

 AND RIGHT TO OFFSET..... 19

a) Events of Default Defined 19
 b) Remedies..... 20
 c) Early Termination..... 22
 d) Suspension..... 23
 e) Right to Offset..... 23
 f) Delays..... 23
 g) Prepaid Fees..... 24
 ARTICLE 10) GENERAL CONDITIONS 24
 a) Entire Agreement.. 24
 b) Counterparts..... 25
 c) Contract Amendments 25
 d) Governing Law and Jurisdiction..... 26
 e) Severability..... 26
 f) Assigns..... 26
 g) Cooperation..... 26
 h) Waiver..... 26
 i) Independent Consultant 27
 j) Governmental Joint Purchasing Agreement 27
 ARTICLE 11) NOTICES 28
 ARTICLE 12) AUTHORITY 29

List of Exhibits

- Exhibit 1 Scope of Services
- Exhibit 2 Schedule of Compensation
- Exhibit 3 Minority and Women Owned Business Enterprise Commitment and MBE/WBE
Utilization Plan
- Exhibit 4 Evidence of Insurance
- Exhibit 5 Board Authorization
- Exhibit 6 Identification of Subcontractor/Supplier/Subconsultant Form
- Exhibit 7 Electronic Payables Program
- Exhibit 8 Economic Disclosure Statement

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 SKU Corporation, doing business as a corporation of the State of Illinois, hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Board of Commissioners on April 13, 2016, as evidenced by Board Authorization letter attached hereto as EXHIBIT "5".

BACKGROUND

The County of Cook issued a Request for Proposals "RFP" for VRMS (Voter Registration Management System). Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Consultant was selected based on the proposal submitted and evaluated by the County representatives.

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

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

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

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

ARTICLE 2) DEFINITIONS

a) Definitions

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

"**Additional Services**" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Using Agency require the approval of the Chief Procurement Officer in a written amendment to this Agreement before Consultant is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

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

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

"**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**" or "**Subconsultant**" means any person or entity with whom Consultant contracts to provide any part of the Services; of any tier, suppliers and materials providers, whether or not in privity with Consultant.

"**Using Agency**" shall mean the department of agency within Cook County including elected officials.

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 tables of contents or marginal notes appended to it are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.
- v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.
- vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

c) Incorporation of Exhibits

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

- Exhibit 1 Scope of Services
- Exhibit 2 Schedule of Compensation
- Exhibit 3 Minority and Women Owned Business Enterprise Commitment and MBE/WBE Utilization Plan
- Exhibit 4 Evidence of Insurance
- Exhibit 5 Board Authorization
- Exhibit 6 Identification of Subcontractor/Supplier/Subconsultant Form
- Exhibit 7 Electronic Payables Program
- Exhibit 8 Economic Disclosure Statement

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) Scope of Services

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

b) Deliverables

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

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

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the County. Such Deliverables will not be considered as satisfying the requirements of this

Agreement and partial or incomplete Deliverables in no way relieve Consultant of its commitments under this Agreement.

c) Standard of Performance

Consultant must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a consultant performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County and with respect to that information, Consultant agrees to be held to the standard of care of a fiduciary.

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

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

d) Personnel

i) Adequate Staffing

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

ii) **Key Personnel**

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

iii) **Salaries and Wages**

Consultant and Subconsultants must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Consultant underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The parties acknowledge that this Section 3.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 Owned Business Enterprises Commitment**

In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director, which are set forth in Exhibit 3. Consultant's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Form 1 of the MBE/WBE Utilization Plan, upon acceptance by the Compliance Director. Consultant must utilize minority and women's business enterprises at the greater of the amounts committed to by the Consultant for this Agreement in accordance with Form 1 of the MBE/WBE Utilization Plan.

f) Insurance

Insurance Requirements of the Contractor

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 except paragraph (d) Excess Liability or unless specified otherwise.

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

Coverages

(a) 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

(b) 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.

Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Completed Operations Aggregate	\$ 2,000,000

The General Liability policy shall include the following coverages:

- (a) All premises and operations;
- (b) Contractual Liability;
- (c) Products/Completed Operations;
- (d) Severability of interest/separation of insureds clause

(c) 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.

(d) Umbrella/Excess Liability Insurance

Such policy shall be excess over Commercial General Liability, Automobile Liability, and Employer's Liability with limits not less than the following amounts:

Each Occurrence:	\$1,000,000
General Aggregate	\$1,000,000

(e) Professional / Technology Errors and Omissions 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 \$2,000,000 per occurrence 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 three years following the expiration or early termination of this contract and the Contractor shall annually provide the County with proof of renewal. Subcontractors performing professional services for the Contractor must maintain limits of not less than \$1,000,000 per occurrence with the same terms in this section.

(f) Network Security & Privacy Liability

Coverage for, but not limited to, Privacy and Security breaches, Service Interruption with minimum policy limits of \$2,000,000 in the aggregate. Subcontractors performing

services for the Contractor must maintain limits of not less than \$1,000,000 per occurrence with the same terms in this section.

Any retroactive date or prior acts exclusion must be predate both the date of this agreement and any earlier commencement of any services.

Coverage must be maintained for a minimum of two (2) years after final completion of the services or work provided by the vendor

Additional requirements

(a) Additional Insured

The required insurance policies, with the exception of the Workers Compensation and Professional Liability, must 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 maintained by Cook County. Any insurance or self-insurance maintained by Cook County shall be excess of the Contractor's insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance limits specified above.

(b) 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.

(c) Insurance Notices

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.

(d) **Waiver of Subrogation Endorsements**

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

g) Indemnification

The Consultant covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Consultant, or the acts or omissions of the officers, agents, employees, Consultants, subconsultants, licensees or invitees of the Consultant. The Consultant expressly understands and agrees that any Performance Bond or insurance protection required of the Consultant, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

h) Confidentiality and Ownership of Documents

Consultant acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Consultant in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Consultant's performance hereunder. Consultant 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. Consultant 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 Consultant 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 Consultant 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 Consultant's own purposes or for those of any third party. During the performance of the Contract Consultant shall be responsible of any loss or damage to the Documents while they are in Consultant's possession, and any such loss or damage shall be restored at the expense of the Consultant. 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, Consultant shall furnish the Chief Procurement Officer with all licenses required for the County to utilize any software, including firmware or middleware, provided by Consultant as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Consultant 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.

Consultant agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, as permitted by Illinois law, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Consultant'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, Consultant with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Consultant'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 Consultant 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 Consultant 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 Consultant related to the Contract, or to Consultant's compliance with any term, condition or provision thereof. The Consultant shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Consultant 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 compliance with any term, condition or provision thereunder or under the Contract.

In the event the Consultant receives payment under the Contract, reimbursement for which is later disallowed by the County, the Consultant 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 Consultant under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Consultant 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 Consultant 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, Consultant 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 Consultant from its obligations or change the terms of the Contract. The Consultant 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 Consultant shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Consultant 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 by completing the Identification of Subcontractor/Supplier/Subconsultant Form ("ISF"). The Chief Procurement Officer shall have the right to disapprove any Subcontractor. All Subcontractors shall be subject to the terms of this Contract. Consultant shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Consultant must disclose the name and business address of each Subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Consultant 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 Consultant is not required to disclose employees who are paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant'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 Consultant is uncertain whether a disclosure is required under this Section, the Consultant 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 Consultants and Subcontractor of the Consultant 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.

D) Professional Social Services

In accordance with 34-146, of the Cook County Procurement Code, all Consultants 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 Consultant 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 Consultant or provider to provide an annual performance report will be considered a breach of contract or agreement by the Consultant 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.

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board and its term shall begin on June 15, 2016 ("**Effective Date**") and continue until June 14, 2019 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

- i) Consultant must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Consultant acknowledges that TIME IS OF THE ESSENCE and that the failure of Consultant to comply with the time limits described in this Section 4.b may result in economic or other losses to the County.
- ii) Neither Consultant nor Consultant's agents, employees nor Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

c) Agreement Extension Option

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

ARTICLE 5) COMPENSATION

a) Basis of Payment

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

b) Method of Payment

All invoices submitted by the Consultant shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Consultant to the County.

The Consultant acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Consultant certifies that all itemized entries set forth in the invoices are true and correct. The Consultant acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies, services or equipment set forth in the Agreement to the Using Agency, or that it has properly performed the services set forth in the Agreement. The invoice must also reflect the dates and amount of time expended in the provision of services under the Agreement. The Consultant acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Consultant, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Consultant receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Agreement, the Consultant must make payment to its Subcontractors within 15 days after receipt of payment from the County, provided that such Subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Consultant with all of the documents and information required of the Consultant. The Consultant may delay or postpone payment to a Subcontractor when the Subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Consultant is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

c) Funding

The source of funds for payments under this Agreement is identified in Exhibit 2, Schedule of Compensation. Payments under this Agreement must not exceed the dollar

amount shown in Exhibit 2 without a written amendment in accordance with Section 10.c.

d) Non-Appropriation

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

e) Taxes

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07.

f) Price Reduction

If at any time after the contract award, Consultant 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 Consultant 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 Consultant makes in the price of the Deliverables to its prospective customers generally.

g) Consultant Credits

To the extent the Consultant 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 Agency. Consultant shall reflect any such credits on its invoices and in the amounts it invoices the County.

ARTICLE 6) DISPUTES

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

Notwithstanding a dispute, Consultant 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) COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE WITH ALL LAWS

The Consultant, Subcontractor, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

The Consultant 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 Consultant's employees, agents or Subcontractor shall be the responsibility of the Consultant.

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

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

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

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

- i) In addition to the foregoing warranties and representations, Consultant warrants:
 - (1) no officer, agent or employee of the County is employed by Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.

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

c) Joint and Several Liability

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

d) Business Documents

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

e) Conflicts of Interest

- i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.
- ii) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.
- iii) Upon the request of the County, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant's past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.

- iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, Subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.
- v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.
- vi) Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Consultant must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

f) Non-Liability of Public Officials

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

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

a) Events of Default Defined

The following constitute events of default:

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

- ii) Consultant's material failure to perform any of its obligations under this Agreement including the following:
 - (a) Failure due to a reason or circumstances within Consultant's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;
 - (b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
 - (d) Discontinuance of the Services for reasons within Consultant's reasonable control; and
 - (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- iii) Any change in ownership or control of Consultant without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.
- iv) Consultant's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Consultant acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.
- v) Failure to comply with Article 7 in the performance of the Agreement.
- vi) Consultant's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

b) Remedies

The occurrence of any event of default permits the County, at the County's sole option, to declare Consultant in default. The Chief Procurement Officer may in his sole discretion give Consultant an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Chief Procurement Officer. Whether to declare Consultant in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

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

- i) The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the County would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Consultant under this Section 9.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 of specific performance, an injunction or any other appropriate equitable remedy;
- iv) The right to money damages;
- v) The right to withhold all or any part of Consultant's compensation under this Agreement;
- vi) The right to consider Consultant non-responsible in future contracts to be awarded by the County.

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

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

c) Early Termination

In addition to termination under Sections 9.a and 9.b of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Consultant. The County will give notice to Consultant in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Consultant or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

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

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

If the County's election to terminate this Agreement for default under Sections 9.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 Consultant suspend its Services, or any part of them, by giving 15 days prior written notice to Consultant or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Consultant must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Consultant when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Consultant as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Consultant by written notice may treat the suspension as an early termination of this Agreement under Section 9.c.

e) Right to Offset

In connection with performance under this Agreement, the County may offset any excess costs incurred:

- i) if the County terminates this Agreement for default or any other reason resulting from Consultant's performance or non-performance;
- ii) if the County exercises any of its remedies under Section 9.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, Consultant is liable for and must promptly remit to the County the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the County.

f) Delays

Consultant agrees that no charges or claims for damages shall be made by Consultant 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, Consultant shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) General

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

ii) No Collateral Agreements

Consultant acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Consultant to enter into this Agreement or has been relied upon by Consultant, including any with reference to:

- (a) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;
- (b) the nature of the Services to be performed;
- (c) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement;
- (d) the general conditions which may in any way affect this Agreement or its performance;
- (e) the compensation provisions of this Agreement; or
- (f) any other matters, whether similar to or different from those referred to in (a) through (e) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) **No Omissions**

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

b) **Counterparts**

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

c) **Contract Amendments**

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such 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 Using Agency or employee thereof has authority to make any amendments to this Contract. Any amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Consultant is hereby notified that, except for amendments which are made in accordance with this Section 10.c. Contract Amendments, no Using Agency or employee thereof has authority to make any 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 Consultant 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 Consultant consents and submits to the jurisdiction thereof. In accordance with these provisions, Consultant waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

e) Severability

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

f) Assigns

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

g) Cooperation

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

h) Waiver

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

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

i) Independent Consultant

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

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

- i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Consultant performing the Services required under this Agreement.
- ii) Consultant is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.
- iv) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Consultant.

j) Governmental Joint Purchasing Agreement

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

In the event that other agencies participate in a joint procurement, the County reserves the right to renegotiate the price to accommodate the larger volume.

k) Comparable Government Procurement

As permitted by the County of Cook, other government entities, if authorized by law, may wish to purchase the goods, supplies, services or equipment under the same terms and conditions contained in this Contract (i.e., comparable government procurement). Each entity wishing to reference this Contract must have prior authorization from the County of Cook and the Consultant. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods, supplies, equipment or services supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for the goods, supplies, equipment or services supplies/services ordered by these entities. Each entity reserves the right to determine the amount of goods, supplies, equipment or services it wishes to purchase under this Contract.

l) Force Majeure

Neither Consultant nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

ARTICLE 11) NOTICES

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

If to the County: Cook County Clerk Elections Department
 69 West Washington
 Suite 500
 Chicago, Illinois 60602
 Attention: Noah Praetz, Director

and

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

If to Consultant: SKU Corporation
 212 West Van Buren #300
 Chicago, IL 60607
 Attention: Paul Drugan

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

ARTICLE 12) AUTHORITY

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

EXHIBIT 1

Scope of Services

Statement of Work (SOW)**VRMS RFP NO 1435-14005****1. Project Overview****1.1 Project Background**

SKU commits to replace the legacy Voter Registration Management System ("VRMS") used by the Clerk's Elections Division to manage and/or interface with Mail Voting, Ballot Entitlement, Deputy Registrars, Election Locations Management (polling places, early/grace voting sites, receiving stations, etc.), Election Judge Management, Election Management Reporting, Candidate Filing, Electoral Boards, Election Asset Management, Post-Election Auditing, Communications tools, and other election preparation tasks through the design, construction and installation of a new Voter Registration Election Management System.

1.2 Project Description

Further, SKU commits to the Clerk's vision of voter registration as an increasingly centralized, highly automated network of data sets about voters and potential voters that will be compared on a routine basis in order to increase access to county-specific voter lists and improve the accuracy of those lists. Further, communications with voters will be increasingly automated and digital.

SKU supports the goals of the project:

- to conduct business successfully under the current business rules, and
- to deploy a sound system foundation and architecture that conforms to the vision above, that will allow easy adaptation to changing business needs or easily conform to data sharing requirements necessary to add functionality in the future.

2. Project Scope

SKU commits to designing and implementing the VRMS product set forth in the Cook County RFP No. 1435-14005. Further, SKU will provide the Consultants the testing, the installation and the implementation of the applicable Software in accordance with the terms of the Statement of Work (SOW). SKU recognizes the need for adaptability to suit the Clerk's needs; therefore, the SOW represents the MINIMUM requirements of the project and additional specifics will be developed as the project progresses. The agreed upon specifications will be considered to be incorporated into the SOW. Additionally, the modules listed in this SOW may be reordered or replaced as necessary to suit the Clerk's offices' specific schedule and needs. As listed the modules represent those requested in the RFP but are subject to change by the Clerk's office. Moreover, SKU Commits to successfully delivering the following modules, in any order the Clerks' office deems necessary, and may be reprioritized by the Clerk's office as the need arises. Additionally, recognizing the need for adaptability, some modules may be rearranged and/or removed and replaced with other modules the Clerk's office deems a higher priority. **There will be no additional charges for these changes.**

3. Project Governance

3.1 Methodology

SKU commits to the following project methodology activities:

- All recommended changes and actions will be addressed and the reworked.
- SKU will make every effort to ensure the actions are understood by both the reviewers and the Deliverable Owner and that both parties agree that no further reviews are needed, the Deliverable Owner will make the changes and resolve the actions, and the QA Representative will verify the closure of these items.
- That if recommended changes are required that significantly alter the deliverable, the deliverable will enter the rework phase, and the same group of participants will be asked to review the reworked document.
- That in order to closely manage the process, the exit criteria for the process will be clearly defined.
- That the acceptance process will provide a roadmap for incremental acceptance by the Clerk's office of the software application and associated project deliverables at the following key milestones:
 - Project Phase Concept Complete-June 15, 2016
 - Phase Requirements Complete-August 15, 2016
 - Phase Design Complete-October 15, 2016
 - Phase Application Ready for Pilot-February 1, 2017
 - Phase Application Ready for Rollout-December 1, 2018
 - Acceptance Phase Complete-April 30, 2018

SKU commits that during Performance Review, the following project deliverables will be subject to acceptance review by the Clerk's office within the context of the above milestones:

- Milestone Deliverables Complete-Year 1/Quarter1
- Project Phase Concept Complete-Year 1/Quarter 1
- Project Initiation and Implementation Document Complete-Year 1/Quarter1
- Software Project Management Plan Phase Requirements Complete-Year 1/Quarter 3
- Transition Plan, Training Plan Complete-Year 1/Quarter 2
- User's Handbook, Business Continuity Plan Complete-Year2/Quarter 4
- Phase Application Ready for Rollout Year 1/Quarter 4
- Application, Software Test Plan Review Completed-Year 2/Quarter1
- Software Transition Plan Completed Year 1/Quarter -3
- Training Plan Review Completed-Year 1/Quarter 2
- User's Handbook Review Completed-Year 2/Quarter 3
- Business Continuity Plan Completed-Year 2/Quarter 2
- Closeout Review, Lessons-learned Year 2/Quarter 4

SKU commits that the following points will define the sequence of activities to be performed in support of the acceptance by the Clerk's office. SKU:

- Will identify activity and individual(s) responsible and will define acceptance criteria for milestones and deliverables in the current project phases
- Will select a QA Manager, Project Manager, IS Sponsor, and Business Sponsor(s) for all phases

- Will identify and plan for verification and validation of activities necessary to support acceptance criteria for deliverables subject to acceptance by QA Manager and Project Manager
- SKU will complete project deliverables for milestones—and identify project team members responsible for project deliverable
- Will ensure completion of any necessary verification and validation activities for deliverables for the QA Manager and Project Manager, as well as, complete the Request for Acceptance form
- Will forward the Request for Acceptance form attached to the deliverables for the milestone and any outputs from verification and validation activities to the list of approvers for the milestone and its deliverable
- Will Schedule and conduct a meeting for approvers to review the milestone and its deliverables with respect to their acceptance criteria--Project Manager
- Will monitor and direct acceptance review meetings, sign-off on acceptance and include any desired comments on signature page for milestone/deliverables. (Note: Rejected deliverables are returned to the deliverable owner to rework along with the Request for Acceptance forms and will be reviewed for acceptance again once the necessary changes have been made. Reasons for rejection are documented on the signature form. If sign-off is not obtained within five (5) business days, then the project will proceed as though acceptance was obtained, and an issue will be logged to escalate the official acceptance.) --QA Manager, Project Manager, IS Sponsor, and Business Sponsor(s) for current phase
- Will return Request for Acceptance Signature page to Project Manager--QA Manager, Project Manager, and Business Sponsor(s) for current phases
- Will Submit Completed Request for Acceptance form and signature pages to QA manager for inclusion in the Project Notebook by the Project Manager
- Will file Request for Acceptance form and signature pages in Project Notebook
- Will Place accepted deliverables in the Project Notebook
- Will ensure the new version of the deliverable is in the Project File repository and is marked as the current version
- Will report overdue Request for Acceptance signature pages as issued on status reports to management

SKU commits to the following Acceptance Criteria for Milestones and Deliverables:

- Cutover Plan – will detail all the tasks required to discontinue the legacy system and transition from a testing environment to a production environment for the new county VRMS system
- Final System Testing – will consist of stress testing as well as testing of all interfaces, conversions, etc.
- End User Training – will deliver training to identified county system users
- "Go-Live" – will place the new the county VRMS system into production (e.g. The county employees are conducting daily VRMS transactions)
- Project Review -will identified lessons learned as well as opportunities for further improvement of the system
- Final Project Review -will verify that the new VRMS system is operating as intended and that the project is complete

3.2 Change Management Process

SKU commits to Change Management Process:

The parties (SKU and the Clerk's team) will continuously monitor progress and status throughout the project, will formally review project status and will provide written sign-off for milestone completion in the following way:

- At the completion of each milestone in the implementation methodology delineated in the SOW, and/or at such other times as may be agreed, the parties' Project Managers shall together formally review status of the project budget, scope, schedule, and quality of work at that point in time.
- During these formal project reviews, the Project Managers will identify any required changes, deficiencies, and/or additions to the project budget, scope, schedule or quality of work. If the changes, deficiencies, and/or additions identified in a formal review are determined by the parties to result in changes to the overall project budget, scope, schedule, or quality of work, this agreement shall be modified in writing in accordance with the Amendment procedure described below. Disputes regarding the project monitoring and review process that cannot be resolved by the parties' respective Project Managers shall be handled pursuant to applicable dispute resolutions provisions contained herein.
- Upon the successful completion of each milestone in the implementation methodology delineated in the SOW, the county Project Manager will sign a Milestone Completion form. If a milestone is rejected by the county Project Manager, SKU and the county shall mutually agree on a schedule and approach for revising that milestone, and will discuss an approach for SKU re-performance of the work under that milestone or any other approach to address issues causing rejection, and the parties shall agree upon a date to review completion of that milestone. Upon final project review, as set out in the SOW, the Project Managers will sign a Project Completion form.

3.3 Critical Success Factors

SKU commits to the following:

Any change to the contract budget, scope or schedule must be reviewed and approved by the Chief Procurement Officer through the Procurement Office's contract amendment process. All changes that do not require a contract amendment shall be documented through the project review process.

3.4 Project Assumptions

SKU commits to the following:

- Consultants scheduled to be on-site for a full week will work no less than 40 hours during that week.
- County Project team members will attend scheduled SKU training classes and meet the required functionality steps.
- Any additional training of the county project team members must be agreed upon, in writing, by both Project Managers.
- SKU project team members will use reasonable efforts to transfer system functionality and configuration knowledge throughout the project phases to enable the county team members to operate, maintain, and adapt software configuration to changing election conditions after project completion.
- The county will establish adequate facilities for SKU personnel while on site. This includes a workspace for each on-site consultant, with one workstation with connectivity, office applications, one desk, one filing drawer; appropriate office supplies, access to a printer for the project application and office applications, and analog phone access. Part time on-site consultants will be provided adequate facilities based on their participation and needs. In addition, the county should offer adequate conference room and workshop/training facilities to support the project.
- The county will establish appropriate decision-making authority within the project team. This decision-making authority is critical to the implementation timeframe presented in this document and any changes to key decisions may be subject to the change order process. For outstanding decisions that compromise the project, the decision at hand will be documented by the SKU and county Project Managers and presented at the appropriate levels for review and escalation. A

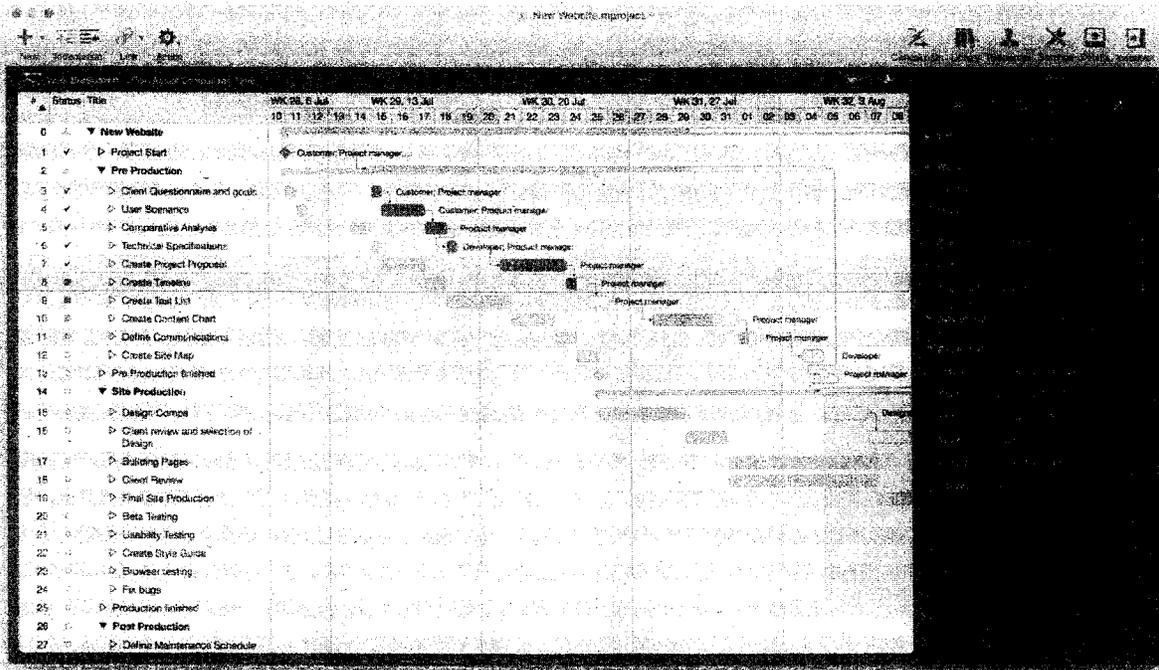
reasonable timeframe for turnaround on all significant documented outstanding decisions will be negotiated by the county Project Manager and SKU. Both parties will diligently work to resolve issues in as timely a manner as possible.

- The "best practices" that are inherent in the SKU software will be the basis for the VRMS re-engineering process.
- The county will be responsible for formal organizational change management in conjunction with guidance and support from SKU executive staff and county staff
- The county assumes all responsibility for design, development, and testing of any changes to legacy systems that will be necessitated by the implementation of the SKU applications. However, SKU project staff will be available for assistance.
- Reporting requirements will be maintained through SKU system reports and forms to the maximum information disbursement to the county.
- SKU and the county will evaluate the need to convert any historical data as part of the implementation.
- The county and SKU will follow the ASAP methodology during the project implementation. The ASAP methodology will take precedence over any other methodology.
- The county staff will meet regularly with SKU staff to review Project status and resolve open issues. Both SKU and county Project Managers will attend these meetings. Such meetings will be held weekly or more frequently if determined by the Project Managers to be necessary.
- Project team members will prioritize issues assigned to them and resolve them by the resolution date specified in the supporting documentation.
- Both SKU and the county's Project Managers will have authority to make decisions on project direction (including scope) and resources in accordance with the project schedule. Such decisions may require a Change Order in accordance with this Agreement.
- Full-time project team members for both parties will not have responsibility for work outside the scope of the implementation project. Other projects for both parties that are currently underway or may start during this project will not utilize the resources, facilities, or technical infrastructure required for this project.
- The county will provide the programming resources required to develop the programs that extract any interface and conversion data from legacy systems as required through the course of this project.
- The county and SKU core team members will be responsible for delivering work products consistent with the schedule in accordance with the agreed upon SOW plan.
- No significant change to the county organization structure is factored into the scope of this project. Any impacts upon the project caused by this after the commencement date are out of scope and will be addressed through the change order process.
- SKU environments will be established for Sandbox, Configuration, Testing, Development, Training and Production.
- Project team members for both parties will be given access to the testing and implementation environment. Secure access to the county networks will be granted as deemed necessary by both SKU and county Project Managers.
- The county will provide adequate documentation on existing legacy systems for the development of interface and conversion specifications between these systems and SKU VRMS software.
- Either party's failure to accomplish the above assumptions may impact the project scope, schedule or cost and may require a Change Order.

4 Project Implementation Methodology, Activities and Deliverables

4.1 Ongoing Project Management

By evaluating the project modules before, during, and after implementation, the project managers will most effectively plan, organize, monitor, and control their project's activities and progress. This strategy allows for performing ongoing project evaluations. It identifies parts of project control systems and establishes questions that project managers and their project teams can use to evaluate the project modules. It then establishes a basis that the project managers use as a project reference point when evaluating the modules. It defines the subsystems and the strategic elements of project planning. It also lists the types of stakeholders and pre-implementation questions; it outlines a stakeholder survey for evaluating project management functions: planning, organization, process, and accomplishments. It describes guidelines for measuring project evaluation results and five questions for auditing project evaluations. SKU you will employ a project management system Illustrated below this will allow real time tracking of all project aspects.



4.2 Project Timeline and WBS

The following steps will determine the Work Break Down Structure. However, at this time additional meetings with the Clerk's VRMS project team are necessary to ascertain exact dates, roles and responsibilities. The WBS will follow the process below:

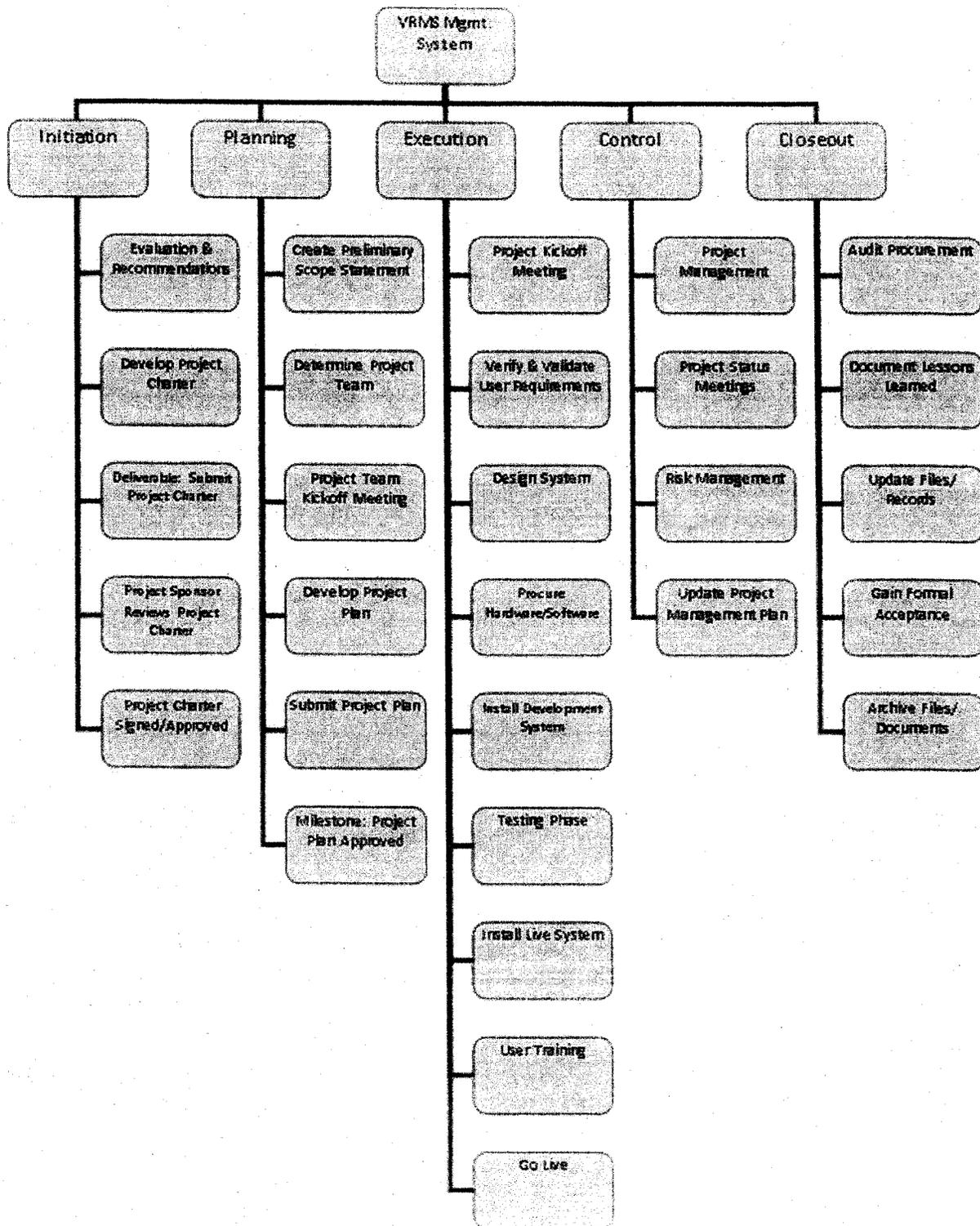
Key Points:

1. Define what needs to be done using a Work Breakdown Structure (see diagram next page).
2. Discover the best approach to getting everything done by developing a Logic Network.
3. Develop work and duration estimates of how long each team member needs for each work package.

4. Calculate how long the project will take to complete its critical path and milestone schedule using the Logic Network
5. Calculate and chart the number of people needed and the percentage of each team member's time for each phase of the project.
6. Adjust and refine the project plan to level individual workloads and smooth out the number of people needed for the project.
7. Creatively optimize trade-offs to deliver the best results in the shortest time.
8. Use the joint planning process to intensify team members' commitment and ownership.

WBS Diagram on following page:

This space left blank intentionally.



4.3 Vendor and County Roles and Responsibilities

Key Activity	Deliverables	Key Personnel & Responsibilities	Acceptance Criteria
Knowledge Transfer	<ul style="list-style-type: none"> Identifying the knowledge holders within the Cook County Elections Department Designing a Knowledge transfer document as a sharing mechanism to facilitate the transfer Executing the transfer plan Measuring to ensure the transfer Applying the knowledge transferred Monitoring and Evaluate 	<ul style="list-style-type: none"> Cook County Elections Project Team SKU Project Managers 	<ul style="list-style-type: none"> Successful functionality of the technical module
End User Training	<ul style="list-style-type: none"> End User Training Manual 2 Hands-On User Training Sessions 	<ul style="list-style-type: none"> Cook County Elections Project Team SKU Project Managers 	<ul style="list-style-type: none"> Clear comprehensive of staff to execute the technical module
Administrator Training	<ul style="list-style-type: none"> Administrator Training Manual 1 Hands-On User Training Sessions 	<ul style="list-style-type: none"> Cook County Elections Project Team SKU Project Managers 	<ul style="list-style-type: none"> Clear comprehensive of administrator to execute the technical module and provide training to new employees
Transition		<ul style="list-style-type: none"> Cook County Elections Project Team SKU Project Managers 	<ul style="list-style-type: none"> Successful roll-out of the technical module
Rollout Support	<ul style="list-style-type: none"> Explain why the technology module is being implemented Strategically Plan Your Communications Address Concerns 	<ul style="list-style-type: none"> Cook County Elections Project Team SKU Project Managers 	<ul style="list-style-type: none"> Successful roll-out of the technical module

4.4 Discovery, Change Management, and Reengineering Approach

Change Control

Change Control or Change Management is concerned with controlling the results of unforeseen events, factors or mistakes which might modify or remove the need for the deliverables being developed. Such changes can occur at any time, before, during or after their creation. It is inevitable that there will be changes during the lifetime of a project and the Project Manager is concerned with the management and control of changes so that impact to the project may be minimized.

Change management involves a set of procedures including, change requests, evaluation of requested changes, change approval and implementing approved changes. Changes may be classified as minor changes, those which may be accommodated without impacting the project plan, and major changes which necessitate a revised plan and its re-approval.

Issue Management

In addition to changes, other issues may arise which may have an impact on the progress of the project. Examples of such issues include non-completion or late completion of actions by either the County, SKU or other involved party. Resourcing difficulties for either the County or SKU, etc. Such issues occur more commonly than most of us would like and to ignore them will always result in greater problems later in the project. We have a common issue management and change control procedure whereby all problems, no matter how large or small, are documented and communicated. The Project Manager together with the appropriate personnel meet to discuss these problems, identify solutions, the impact of these solutions and together with the County agree on the action to be taken. There is also an associated escalation procedure whereby more senior management may become involved in order to resolve complex or time critical issues.

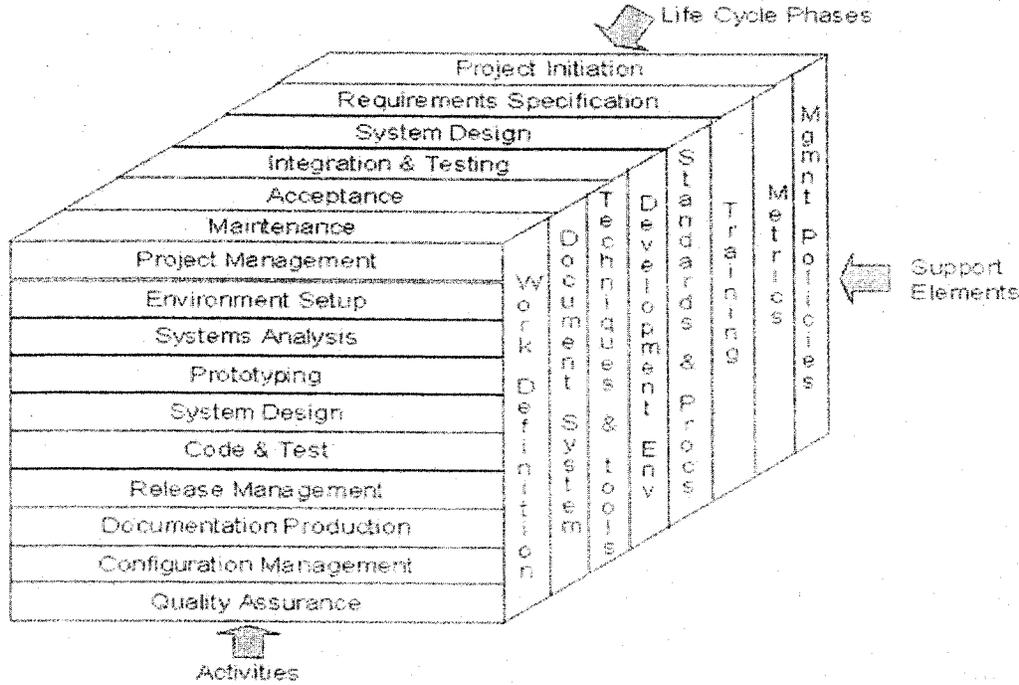
Steps

Prioritized scope and high level requirements have been reviewed by the combined SKU and the Clerk's project team, which consist of stakeholders from both organizations in addition to key members of the project team.

Complete closeout review document all project activities defined in the project initiation and implementation document and any approved change requests have been completed.

All users have been trained and provided access to the application as specified in the software transition plan and training plan.

The project closeout review document includes all project outcomes, costs, and lessons learned for the current project phase.



Reengineering approach

Given the complex nature of the Clerk's data an evaluation period will occur to determine the best approach for "engineering" the software. This will be May 1, 2016 through July 30, 2016.

Notes:

Reverse engineering (figure 1) often precedes re-engineering. Sometimes the reverse engineering is preferred. For example when the specification and design of the system must be determined before using them as input for the specification of requirements for replacement systems or when the design and specification for a system are needed to support the operation and maintenance program.

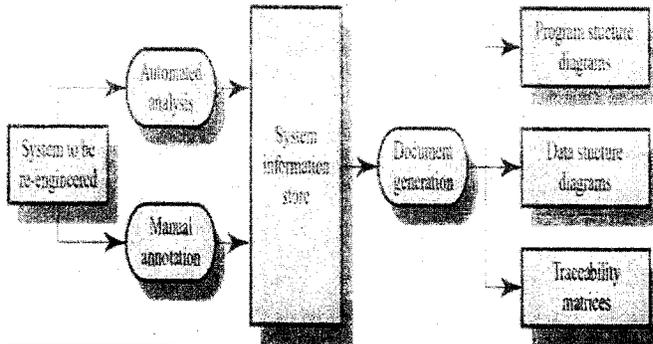


figure 1

Re-engineering (figure 2) starts with the source code of the basic system that exist, and ends with the source code of the target system. This process can be as simple as using the translation tool to translate source code from one language into another language or from one operating system to other operating systems. On the other hand, the task of re-engineering can be very complex, using existing source code to recreate the design, determine the requirements in existing systems and then compare them to current requirements now, remove things that no longer apply and then evaluate the system design using object oriented design.

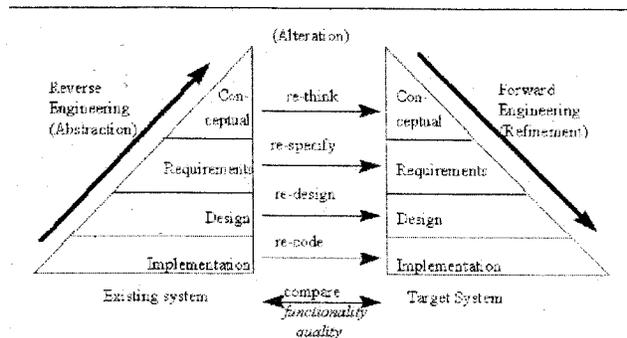


figure 2

4.4.1 Key Activities, Deliverables and Responsibilities

SKU and the county agree that they shall perform project work under this agreement according to the schedule set forth in the SOW or applicable change orders. Note that material delays in the planned project completion schedule, described in the SOW, caused directly by a party's acts or omissions must be resolved within 5 (five) days. If such conditions are not resolved through the review and/or change order process, or otherwise cured, key personnel will discuss and remedy the material delay within 30 (thirty) days.

Key elements:

- Requirements that satisfy stakeholders' needs, wants, and expectations.
- Business needs, high level project description, or product requirements that the project is undertaken to address.
- Project purpose or justification.
- Assigned Project Manager and authority level.
- Summary milestone schedule.
- Stakeholder influences.
- Functional organisations and their participation.
- Organisational, environmental and external assumptions.
- Organisational, environmental and external constraints.
- Business case justifying the project, including return on investment.
- Summary budget.

Work Effort

The work effort for the Project is defined by the purpose and scope of the project, the project plan and the project milestones associated with each project phase and associated estimated schedule dates, and the responsibilities of the parties.

4.5 Requirements Validation and System Design

Project Purpose and Scope

The purpose of the project is to implement a new VRMS solution for the County using the standard functionality provided by SKU software. The version that will be implemented will be:

Microsoft SQL Server 2012 or 2014

Microsoft Visual Studio 2010 or above

Microsoft .NET framework 4.0 or above

Microsoft Windows Presentation Foundation

Crystal Report 2011 or above

The scope of the Project will be defined post award during "blueprint" phase and will include the following

- Recruitment including tracking, issue monitoring and correction reporting
- Performance appraisal reporting, monitoring and entry
- Qualifications and Task Catalogs
- Training and Events
- Grievance tracking
- Employee training configuration. (Note: Functionality roll out to the county employees will be determined during the blueprint phase. However, all elements of training functionality pertinent to the County will be configured during the implementation.)

Additionally, the entire future state of business solution for the county will be defined in the blueprint. The functionality that will actually be configured and implemented will be determined at the end of the blueprint phase of the implementation. This functionality will be the complete Project scope.

Note: Future enhanced functionality contained in the blueprint but not implemented by the estimated "go-live" date could be implemented in future project phases but will not be considered part of this project. These segments will be noted as future features and are optional at The County's discretion.

4.5.1 Key Activities, Deliverable and Responsibilities

Project Plan and Project Timeline—Post Award

A detailed project plan will be developed and communicated to all project team members. SKU consulting resources are on site at the county. The ASAP implementation methodology includes the following project phases: 1) Project Preparation, 2) Blueprint, 3) Realization, 4) Final Preparation, and 5) Go-Live and Support. Each task on the Project plan will have an expected start date, planned completion date, and the resources responsible for completing that task. The initial project plan will be completed as part of the Project Preparation phase. The project plan will be revised as necessary throughout the project to incorporate more detailed tasks as they become known. The deliverables are outlined in the tables below along with anticipated dates (see 4.6.3). Responsibilities have been previously discussed in 4.3 and will be further detailed in future meetings with the Clerk's VRMS project team.

The project is anticipated to begin May 1st, 2016 and end on May 28, 2021. These dates are subject to negotiation with the Clerk's office if adjustments are needed.

4.6 Quality Assurance

Quality Assurance and Quality Control are two independent and interrelated functions. First, Quality Assurance will be defined as a system of general programmatic activities implemented to ensure Quality Control is performing adequately. Whereas, Quality Control is defined as a series of specific activities performed to provide a reproducible quality product. Consequently, quality assurance serves as a "quality control" for the quality control function.

QA Plans consist of primarily two functions: (1) the QA function which is the assessment of the quality of the data (accuracy and precision) and, (2) the QC functions which are the activities that maintain or improve data quality. These two functions combined form a control loop. For instance, when accuracy or precision (a QA function) is unacceptable, QC functions must increase until the quality of the data is acceptable.

4.6.1 Quality Plan Responsibilities

The purpose of the Quality Management Plan is to define 'how' quality will be achieved and managed throughout various project phases.

Scope

This chart identifies the activities, processes, and procedures used to manage the project's Quality Management Plan.

This plan is based on the premise that quality is achieved when the project meets and exceeds stakeholder expectations. The plan identifies and defines Quality Management roles and responsibilities, standards, methods, and review requirements that will be applied to the Cook County VRMS Project. Quality assurance is realized by implementing processes, methodology, actions to provided deliverables over the project's lifecycle.

Quality is a repeatable continuous process that consists of:

1. *Identification of stakeholder values, expectations and issues*
2. *Identification of measureable project goals and objectives*
3. *Developing an approach for determining how and when expectations are achieved (quality measures)*
4. *Tracking and assessing project efforts to meet quality measures*
5. *Completion of periodic Quality Assessments by the participants*
6. *Conducting meetings between the Project Manager and participant groups to discuss the Assessments*
7. *Taking appropriate actions to improve Quality*
8. *Updating the Quality Plan and redistributing it to the participants*

Example of one of the numerous QA charts that will be used

Project Artifacts	Complete
Project Proposal in EPM	✓
Initiation Phase Checklist	
Project WBS	
Project Charter	
Business Requirements Document	

Project Plan Review Checklist	
Analysis Phase Checklist	
Design Review Checklist	
Conceptual IT Architecture Review Checklist	
Application Architecture Design	
System Architecture Design	
Code Review Checklist	
Implementation Plan Checklist	
QA Test Plan	
Test Planning Checklist	
Deployment Readiness Assessment Checklist	
User Acceptance Sign Off	
Service Level Agreement and Checklist	
Lessons Learned	
Close out Report	

4.6.2 QA of Migrated Databases, Built Interfaces, other Functionality

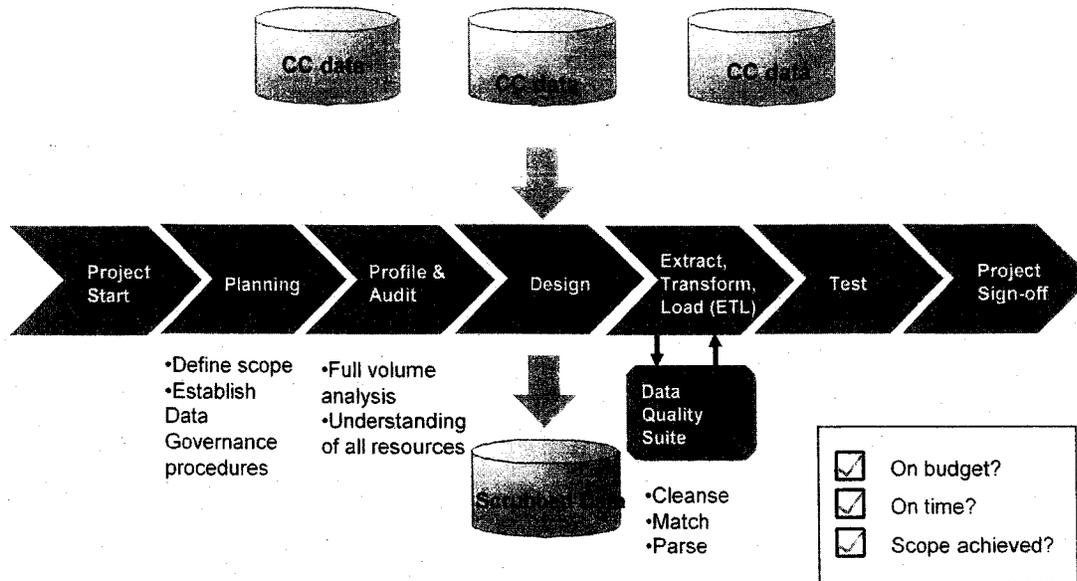
ID - Number	Test Scenario Description	Test Script Reference	Testing Complete?
ALL STATED REQUIREMENTS EXIST AND FUNCTION			
001	{A test scenario is almost like a story "a user enters into the application from login window by entering valid user name and password. After entering he will click on the correct module and then clicks on latest change feature to view his latest input". Any test scenario will contain a specific goal.}		
002			
SECURITY			
003	{Add description of requirements.}		
004			
DATA VALIDATION			
005	{Add description of requirements.}		
006			
PERFORMANCE			

ID - Number	Test Scenario Description	Test Script Reference	Testing Complete?
007 008	{Add description of requirements.}		
INTERFACES			
009 010	{Add description of requirements.}		

4.6.3 Key Activities, Deliverable and Responsibilities Redefining Data for Migration

Regardless of structure, type, or format, source data intended for migration should be validated in terms of the following key attributes:

- Relevance. Is it relevant to its intended purpose?
- Accuracy. Is it correct and objective, and can it be validated?
- Integrity. Does it have a coherent, logical structure?
- Consistency. Is it consistent and easily to understand?
- Completeness. Does it provide all the information required?
- Validity. Is it within acceptable parameters for the business?
- Timeliness. Is it up to date and available whenever required?
- Accessibility. Can it be easily accessed and exported to the target application?
- Compliance. Does it comply with regulatory standards?



Project Detail

The project will follow the ASAP implementation methodology. As such, the following are key project milestones for each phase of the project as well as the estimated completion date for each phase. Milestone completion will be determined by the Project Monitoring and Review process outlined in this SOW agreement. The modules have been grouped into phases that include multiple sections. Precise dates for each module are unknown at this point. However, dates will be determined after the initial data assessment. The complete list of modules and sections is on the next page.

Dates for modules in phases. Each phases encompasses sections and related section parts (modules).

*, **

Phase I: May -June 2016
 Encompassing Sections 2,11,12,13 (all items)

Phase II: June, 2016-September 2017
 Encompassing Sections 1,3,4,10 (all items)

PHASE III: September 2017 – April 2018
 Encompassing Sections 5,6,7,8,9,14 *(all items)

*Includes project sign-off
 ** See Matrix page 17-18

Part 9	
9.1	Election Calendar
9.2	Online Helpdesk
9.3	Election Equipment Management
9.4	E-Commerce
Part 10	System Security
10.1	System Security
Part 11	Quality Assurance / Quality Control
11.1	Quality Assurance / Quality Control
11.2	Change Management
Part 12	Reporting / Query Building
12.1	Reporting / Query Building
Part 13	Interfacing & Compatibility
13.1	Interfacing & Compatibility
Part 14	Communications
14.1	Communications

(THIS SECTION LEFT INTENTIONALLY BLANK)

4.7 Knowledge Transfer, Training and Transition

The first step to a successful cut-over is to start planning early. From the first project meeting, the SKU team will constantly determine which decisions may affect the cut-over activities.

Components of a Cutover Plan

A typical Cutover Plan will contain a lot of detail about the activities leading up to the day of cutover, the activities to be done on the day of the cutover and then the activities to be done after the cutover is completed. The typical structure should look something like the charts below:

Preliminary Chart

Key Activity	Deliverables	Key Personnel & Responsibilities	Acceptance Criteria
Knowledge Transfer	<ul style="list-style-type: none"> • Identifying the knowledge holders within the Cook County Elections Department • Designing a Knowledge transfer document as a sharing mechanism to facilitate the transfer • Executing the transfer plan • Measuring to ensure the transfer • Applying the knowledge transferred • Monitoring and Evaluate 	<ul style="list-style-type: none"> • Cook County Elections Project Team • SKU Project Managers 	Successful functionality of the technical module
End User Training	<ul style="list-style-type: none"> • End User Training Manual • 2 Hands-On User Training Sessions 	<ul style="list-style-type: none"> • Cook County Elections Project Team • SKU Project Managers 	Clear comprehensive of staff to execute the technical module
Administrator Training	<ul style="list-style-type: none"> • Administrator Training Manual • 1 Hands-On User Training Sessions 	<ul style="list-style-type: none"> • Cook County Elections Project Team • SKU Project Managers 	Clear comprehensive of administrator to execute the technical module and provide training to new employees
Transition		<ul style="list-style-type: none"> • Cook County Elections Project Team • SKU Project Managers 	Successful roll out of the technical module
Rollout Support	<ul style="list-style-type: none"> • Explain why the technology module is being implemented • Strategically Plan Your Communications • Address Concerns 	<ul style="list-style-type: none"> • Cook County Elections Project Team • SKU Project Managers 	Successful roll-out of the technical module

Preparation Activities Leading Up to the Day of Cutover

These are the activities that would need to be done 1-2 days prior to the actual date of cutover. This would include validating the checklist of tasks that need to be done on the day of cutover among any other activities

Preliminary Activities on the Day of Cutover

Before the actual cutover activities begin, you must ensure that you have taken care of all the upstream and downstream linkages and dependencies. If there are any interfaces that feed into this system, they would probably need to be stopped. Same with the outgoing interfaces as well. This is to protect the overall integrity of the data from getting corrupted.

SKU might also need to keep end users out of the system during the time of the cutover. This would prevent them from accidentally executing any transactions and messing up the data in the system. This would also prevent them from experiencing inconsistent behavior at the time the cutover activities are going on.

Activities on the Day of the Cutover

These are the sets of tasks that SKU's team will actually be doing to deploy the components to the Production Environment and activate them. There might be many components, and hence it becomes imperative to list them all in this section of the cutover plan, in the sequence that they would be deployed. Along with the components, the owner of the task and the time required for the task provides complete information of that particular task. It is important to account for various breaks during the day (lunch breaks, bio breaks etc.) so as to keep the timelines practical and reasonable.

Activities Immediately after Cutover

All activities scheduled for cutover are completed, including the post deployment testing. This also confirms that the deployment has been successful. It's now time to let the end-users back into the system. Next come the interfaces. These can be turned on to make sure there's no adverse impact on the upstream and downstream systems.

Activities Following the Cutover Day

Ideally, for a few days post-cutover, the system should be monitored for any unusual, inconsistent behavior and addressed, as much as possible proactively.

Periodic Checkpoint Meetings

Keep internal meetings at periodic intervals to check the progress. This would be a very quick status update meeting. This would also prove as a medium to bring forth any issues encountered that would need escalation. A typical cutover plan would look something like the below.

Master Chart

Activity	Time Allocation	Questions/Comments	Start (L)	End (L)	Start (P)	End (P)
Preparation Activities						
Check/Relationships Mapping from TEST to PROD	2 days		5-17-14 11:00 PM	5-19-14 11:00 PM	5-17-14 9:00 PM	5-19-14 9:00 PM
Preliminary Activities						
Shutdown any inbound/outbound interfaces	00:05:00		5-19-14 11:00 PM	5-19-14 11:05 PM	5-19-14 8:50 PM	5-19-14 8:55 PM
Logout the users from the PROD system + Bring the system down	00:05:00		5-19-14 11:05 PM	5-19-14 11:10 PM	5-19-14 8:55 PM	5-19-14 9:00 PM
Take Backups of the data	00:45:00		5-19-14 11:10 PM	5-20-14 11:55 PM	5-19-14 9:00 PM	5-19-14 9:55 PM
Cutover Checkpoint Meeting 1	00:15:00	Meeting to be scheduled for this	5-20-14 12:00 AM	5-20-14 12:15 AM	5-19-14 9:05 PM	5-19-14 9:15 PM
Task 1	00:20:00		5-20-14 12:15 AM	5-20-14 12:35 AM	5-19-14 9:15 PM	5-19-14 11:15 PM
Task 2	00:15:00		5-20-14 12:35 AM	5-20-14 12:50 AM	5-19-14 11:35 PM	5-19-14 11:50 PM
Task 3	00:25:00		5-20-14 12:50 AM	5-20-14 1:15 AM	5-19-14 11:50 PM	5-20-14 12:00 AM
Task 4	00:20:00		5-20-14 1:15 AM	5-20-14 1:35 AM	5-20-14 12:05 AM	5-20-14 12:30 AM
Decision to Reopen	00:20:00	Meeting to be scheduled for this	5-20-14 1:35 AM	5-20-14 1:55 AM	5-20-14 1:05 AM	5-20-14 1:30 AM
Reopen						
Upload the data + Bring PROD system back up	00:20:00		5-20-14 1:55 AM	5-20-14 2:15 AM	5-20-14 1:30 AM	5-20-14 1:55 AM
Enable the inbound/outbound interfaces	00:15:00		5-20-14 2:15 AM	5-20-14 2:30 AM	5-20-14 1:45 AM	5-20-14 2:00 AM
Post-Deployment						
Verify the data + Bring the system back up	00:20:00		5-20-14 2:30 AM	5-20-14 2:50 AM	5-20-14 2:00 AM	5-20-14 2:20 AM
Verify the data + Bring the system back up	00:20:00		5-20-14 2:50 AM	5-20-14 3:10 AM	5-20-14 2:20 AM	5-20-14 2:40 AM
Verify the data + Bring the system back up	00:20:00		5-20-14 3:10 AM	5-20-14 3:30 AM	5-20-14 2:40 AM	5-20-14 2:60 AM
If Rollback Required						
Restore from backups	00:30:00		5-20-14 3:30 AM	5-20-14 4:00 AM	5-20-14 2:40 AM	5-20-14 3:10 AM

Communication Plan

In addition to all of the above, a very essential and mandatory part of the Cutover Plan document is the Communications Plan. This would capture all the stakeholders involved in the cutover activity. It is always better to have a distinct distribution list for internal communication and project management communication. For example, identify those who need to receive the communication on the County

project management side and their contact numbers if required in case of an emergency. Similarly, list the contact details of the team that will be doing the cutover. Lastly, list the different communications that would need to happen during the day at what times, and who would be responsible for those. Below is a sample communication plan that captures the details in a succinct manner.

Simulated Chart

Group A

Communication to Client / Management

Recipients	Email IDs	Phone
Bob Doe	bob.doe@imagine.com	123-456-2542
Mark Cann	mark.cann@imagine.com	321-352-2321
Suresh Iyer	siyer@mcftech.com	234-653-1642

Group B

Internal Communication / Handover communication

Recipients	Email IDs	Phone
John	john.doe@mcftech.com	
Jacques	jacques.trech@mcftech.com	
Santosh	santosh.kumar@mcftech.com	
Kedar	kedar.shetty@mcftech.com	
Phil	phil.niay@mcftech.com	
Harry	harry.kent@mcftech.com	

Communication Plan

Milestone	Owner	Time	Recipient
Preparation Activities	John	11:00 PM EST	Group B
Start of Cutover	Suresh	11:00 PM EST	Group A
Preliminary Activities	Jacques	11:55 PM EST	Group B
Check point 1	Phil	12:00 AM EST	Group B
Checkpoint 2	N/A	N/A	N/A
Completion of Activity	Phil	7:00 AM EST	Group B
Completion of Activity	Suresh	7:00 AM EST	Group A

The benefit of having a Communications Plan as part of the Cutover Plan document, is that it gives easy visibility on who the stakeholders are, at what point in time should they be expecting a communication and whom to contact in case any information / escalation is needed. It is always better to over-communicate than to under-communicate. Effective Information dissemination will help avoid uncertainty, and hence stress and panic, for the clients and management. This is precisely the intent of having a robust Cutover and Communications Plan so that there is good visibility on the activities to all the stakeholders and everybody participates positively, thereby leading to a successful cutover.

Conclusion

Having a well-drafted cutover plan ahead of the actual cutover helps give visibility on all the activities and tasks that need to be executed at cutover. It also helps put a structure to the overall activity by assigning owners and a timeline to each task. Coupled with a strong communications plan, this becomes a very important tool at the hands of the Project Manager to streamline the cutover activity and make it a success.

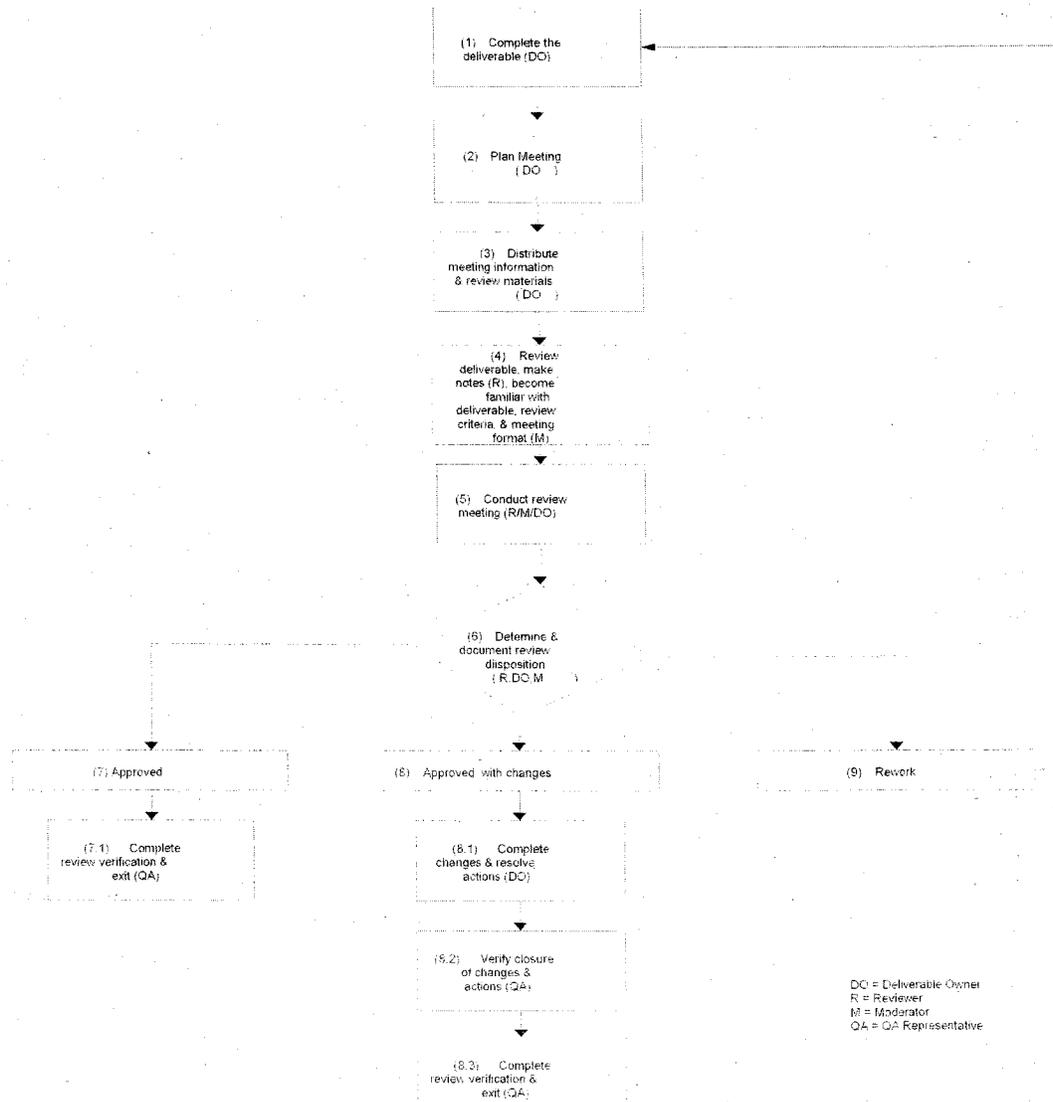
The SKU team will develop data migration scripts, test scripts etc. and execute all the necessary testing to make sure all functionality works as expected. During this transition period, master data can be migrated and locked down in the live system (with parallel update in both systems). By viewing cutover as a transition phase, we are able to avoid back-loading the activities and therefore significantly reduce the cut-over workload and risks. The main project objective must always be to reach a stability point where the project can be handed over to operations and support. A list of key performance indicators will be documented prior to cut-off to easily identify if the transition of a specific module was successful.

The SKU team recommends rollout the new VRMS solution in a phased implementation, a pilot run is conducted to core users and after stabilization and lessons learned, it is rolled out for all users. Learning from the initial deployment can be applied to subsequent deployments. Using a train, the trainer approach, trainers for subsequent deployments can get hands on experience in current deployments. The global migration/roll-out template will be continuously modified to incorporate new findings during the testing of the core users. The phased approach is manageable and less risky. SKU envisions a collaborative relationship with the county where program managers work together for implementation and problem resolution matters. Input and access to high level staff is encouraged and, in keeping with SKU's Problem Resolution Plan, the line of upward communication occurs from SKU's program manager, to the

program lead, and, finally, to the lead person identified as the head of SKU's team, the CEO. The county should also have a similarly linear reporting structure and the Director of Elections should work with SKU's CEO to cover any issues reaching that level of leadership.

Deliverables are based on discussions with the Clerk's project team and SKU. Those outlined in his document are estimates. Program management deliverables will be established based on negotiations with the county and in keeping with the county's requirements. Our overall deliverable schedule begins with data conversion and acceptance and navigates to training once all data and primary modules have been developed. Training will take place based on the date of rollout and working back from that to establish an efficacious schedule schema.

The graph below illustrates how each module will be addressed and who is responsible for input as it progresses through the system.



During the general implementation process, the following steps and actions occur:
 Approve with Recommended Changes:

if 1) all recommended changes and actions can be easily addressed and 2) the rework and actions are

understood by both the reviewers and the Deliverable Owner and both parties agree that no further reviews are needed, the Deliverable Owner will make the changes and resolve the actions, and the QA Representative will verify the closure of these items.

Rework: if recommended changes are required that significantly alter the deliverable, the deliverable will enter the rework phase, and the same group of participants will be asked to review the reworked document.

Exit Criteria for Reviews

In order to closely manage the process, the exit criteria for the process must be clearly defined. The exit criteria for the Deliverables Review Process includes:

- Items logged on the Log of Recommended Changes and Actions Form have been addressed and verified as complete.
- Review Verification Form is completed and signed.
- The deliverable was placed under configuration management system.
- Completed Log of Recommended Changes and Actions and Review Verification forms are placed in the Project Library.

Acceptance Process for Project Deliverables

The acceptance process provides a roadmap for incremental acceptance by the customer of the software application and associated project deliverables at the following key milestones:

- Project Phase Concept Complete
- Phase Requirements Complete
- Phase Design Complete
- Phase Application Ready for Pilot
- Phase Application Ready for Rollout
- Acceptance Phase Complete

During the Contract Performance Review, the following project deliverables are subject to acceptance within the context of the above milestones.

- Milestone Deliverables Complete
- Project Phase Concept Complete
- Project Initiation and Implementation Document Complete
- Software Project Management Plan Phase Requirements Complete
- Transition Plan, Training Plan Complete
- User's Handbook, Business Continuity Plan Complete
- Phase Application Ready for Rollout
- Application, Software Test Plan Review Completed
- Software Transition Plan Completed
- Training Plan Review Completed
- User's Handbook Review Completed
- Business Continuity Plan Completed
- Closeout Review, Lessons-learned

4.8 Support and Maintenance

SKU's Technical Support Services are designed to help find quick and efficient technical solutions or resolve technical problems necessary to meet project deliverables. The SKU team is comprised of experienced Application Engineers who will take the time to understand the County's application needs and work with the Clerk's project team to deliver optimal solutions. SKU considers ongoing maintenance and support to be critical to the ongoing viability of the VRMS project and in the future and a key to securing the long term viability of the VRMS for the Clerk's office. All software supportive services and maintenance plans provide for full time onsite help, unlimited phone, e-mail, and remote administration support for the Clerk's project team. The plan also provides free bug fixes, software updates, and enhancements in addition to FREE major release upgrades when available.

Benefits offered by SKU Include:

Fast response time

Highly trained Technical Support team dedicated to the Clerk's project

Reduced time to deployment

Leverage off SKU's extensive Technical Support knowledge base to optimize product's operation

Quick access to latest software and documentation updates

Experienced Applications Engineers provide technical support in person and by phone and email

Support plans designed to adapt to project needs from initial design to deployment

On-site Technical Support available

Automatic software and document updates during the life of your support plan

Help Desk Direct providing unlimited support

4.9 Contract Performance review and Acceptance

4.9.1 through 4.9.5

The acceptance criteria below define the conditions under which the Project Sponsor (Cook County/SKU), and the Project Managers agree that they will accept completion of the milestones and deliverables subject to these acceptance criteria.

Milestone Deliverable Acceptance Criteria

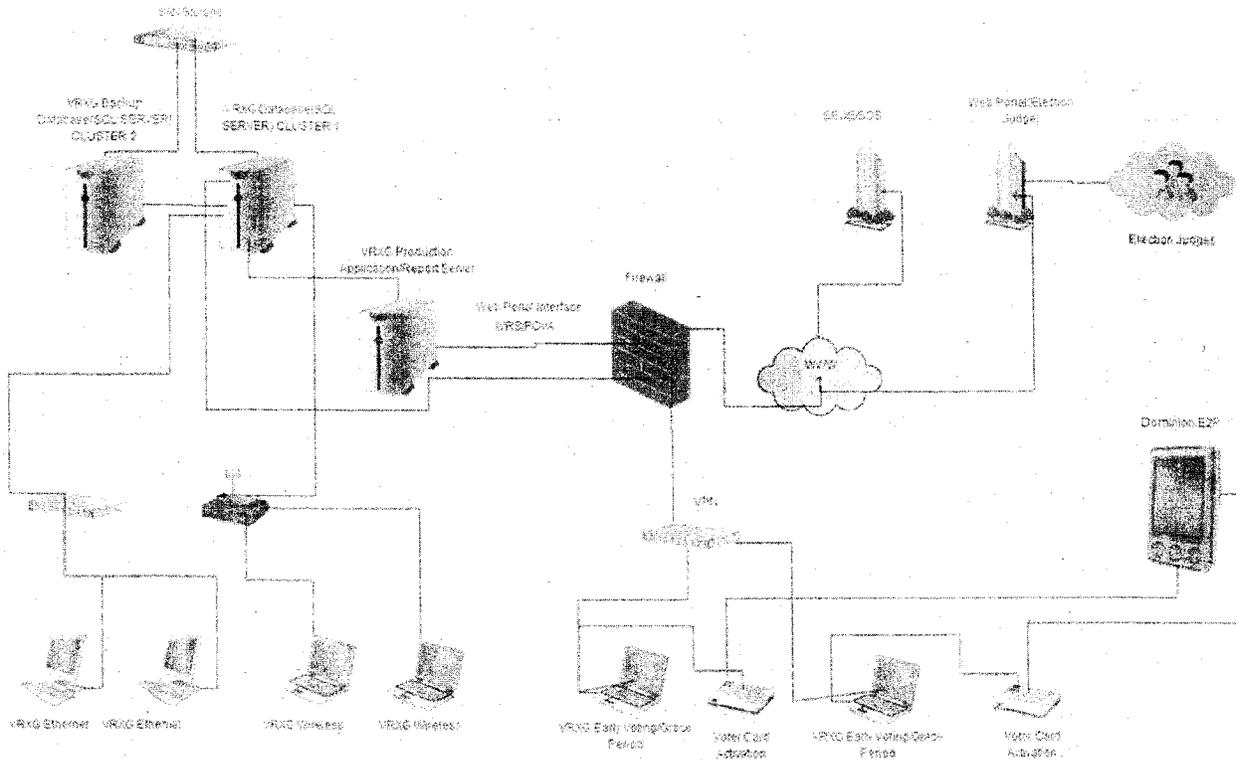
- Prioritized scope and high level requirements have been reviewed by the Design Team, which consists of stakeholders from the Project Sponsor organization in addition to key members of the project team.
- Phase Complete Closeout review document all project activities defined in the Project Initiation and Implementation Document and any approved change requests have been completed.
- All users have been trained and provided access to the application as specified in the Software Transition Plan and Training Plan.
- The Project Closeout Review document includes all project outcomes, costs, and lessons learned for the current project phase.

5 System Solution Overview

5.2 Solution Architecture Diagram

(see page 25)

VRXG System Architecture



The VRXG VRMS client system connects to the Cluster 1 SQL server via Ethernet or wireless. The EVGP VRMS system connects to the VRXG database using VPN and gets real-time data from VRXG. It also activates Voter Card via the "Smart Card" writer for E2P voting machines.

5.2.1. Environments:

We are proposing an On-Premise network. From a programming point of view, the only difference between deploying a Cloud-based solution or an On-Premise network is the connection string. If the county needs Cloud Deployment, we are able to move the VRXG database into the Cloud and change the connection string in configuration. We can then utilize a Cloud implementation.

SKU recommends deploying two Windows Servers with the Failover Clustering (SQL Server) functionality to provide high availability. This provides failover from one Windows Server Failover Clustering node to another if the current node becomes unavailable. SKU also recommends using SAN storage for this Failover Clustering for sharing resources.

Additionally, VRXG must access limited network shared drive access for version upgrades. Accessing the network drive requires windows domain user permission, so the shared driver can give read permission to all domain users. Currently we save voter signature images in the database in binary format. For the voter registration card and other voter's document images, we recommend using a file format. All domain users also need access to the network driver to read image files in the VRXG system.

For VRXG Early Voting/Grace Period (EGVP), we need to access the VRXG database via VPN connection. All the laptops for EVGP need to be configured for VPN connection.

SKU will utilize Microsoft Windows Azure Cloud Platform if the county opts for a Cloud solution. The solution would still maintain the rich client-server VRXG user interface and is browser based. However,

while most everything in VRXG remains the same, the only change would be the connection string in the VRXG configuration file. Please note, though, that Windows Azure already supports .Net Framework and an SQL Server database so it is a seamless transition.

VRXG has auto deployment capability. This works with an in-house network or in the Cloud. Initial deployment involves Microsoft .net framework 4.0 or higher installed on the client computer and the copying of all necessary VRXG files to the client. No other installation or setup is required. After the initial deployment, system upgrades are automatically pushed to the client during the user login. A user is notified if a new version is available. VRXG shuts itself down and executes an upgrade script. The upgrade only needs network driver access for the computers. The operation includes simple file copying.

The VRXG Early Voting/Grace Period module and system design uses similar deployment processes -- assuming we use a VPN. Note that if it is desired and we utilize a Cloud database for EV/GP, we can modify the process so VRXG can download the upgraded files from the Cloud.

5.2.2 Front and Back-end Requirements:

The client systems require the latest Microsoft .net framework (currently 4.5). We recommend Windows 7 or higher but Windows XP is also acceptable. We have the system running on windows 7, windows 8, and Windows XP in the same installed environment.

We recommend Microsoft SQL Server 2012(or higher) and Microsoft Server 2012 (or higher) with clustering capabilities for back end functionality. The network currently in place in the County will be utilized for its LAN functionality. For Early Voting/Grace Period, we recommend having VPN connection setup in each laptop to have secure direct connection to the VRXG database for real-time capability.

5.2.3 Interfaces and Integration Points:

VRXG has flexible and robust custom file import and export capability. As mentioned in Section 4, VRXG already has over 100 file exports including Everyone Counts data, BPS data, EPollBook data, IVRS and WinEDS to name a few. When an additional export is needed, either the county developer or the SKU developer will write a database query and add the new export to the Export Library table. No new programming, no new deployment, no new configuration -- simply add the query to a static table. The new export is available without changing any VRXG client code. We can also set the permission who can run each export or import at the individual user level.

VRXG currently processes many different Import files including Absentee Web Application, Pre-Trial Detainee Application from the Cook County Sheriff's Office, PPA Web Application, RSO (Sex Offender Data), NCOA change of address data and so on. We have configurable Import capability -- when a new import process is needed, we can configure import file information in XML format and process import files similar to export processes.

VRXG also interfaces with SBOE (State Board of Elections) for IVRS and POVA. We utilize WCF/SOAP based web services.

With this robust configurable, expandable and scalable export/import capability, we can easily exchange data with other agencies and external systems also, we can also exchange data via Web Services with minimum coding changes because the VRXG code was developed based on object oriented and reusable object models.

5.2.4 SKU Third Party Hardware and Software:

The VRXG solution uses UI (User Interface) components from Telerik, Scanning/OCR/Barcode recognition components from GDPicture, PDF creation from ITEXTSHARP.DLL, and QR Code creation

from ZXING.DLL. The PDF and QR software are both open source programs. Telerik and GDPicture need development licenses but do not require deployment licenses.

VRXG utilizes BING Map interfacing for mapping capability. Currently we have Basic Bing Map Key for Private Windows App, which can be used by authenticated enterprise users over a private network. The program license is free for up to 125,000 transactions within 12-month period.

We utilize Subversion software for source code version control. VRXG also utilize Advance Card System's smart card writer for voter card activation.

5.2.5. Other Key Elements:

VRXG system is a Windows application (like Microsoft Office) and not a browser-based web application. The reasons we recommend Windows application over Web application are:

The program has more access to Windows resources than Browser applications and it is a rich user interface which is more resourceful.

Better processing Images – VRMS needs to process significant amounts of images and browser application and has limitations because of its difficulty in accessing windows resources.

Easy testing and troubleshooting – Due to many different web browsers and mobile devices, testing web applications is very challenging and time consuming.

More secure – To access the VRXG program, users have to login to the county windows domain server. Once the user successfully logs into Windows, they have to login to the VRXG program. VRXG also has user logging and error logging capability so we can monitor user logins and track errors per machine and by module level.

Deployment – One benefit of Web Application is easy deployment, but VRXG has smart deployment capability. The system upgrade does not need an IT staff's involvement. VRXG upgrades itself when a user authenticates and there are upgrades available.

Further, we have worked to implement Voter Card Activation without using the HAAT. VRXG EV/GP software can encrypt/decrypt an Election Info file and activate voter cards with correct selection codes. This eliminates manual HAAT selection code inputting.

The Functional Matrix has been completed and can be found in Appendix 3 of the RFP Response. We have added additional functionality to it as an addendum.

5.3 Software Overview:

VRXG system consists of three software products.

- The main product is the VRXG VRMS system which is a Voter Registration and Election Management System. This will be the software that most of the county users will use for everyday tasks.
- The VRXG Task Processor is the server application which exchanges data between the county and SBOE (State Board of Elections) for IVRS and POVA. It also processes VRXG client report requests and creates PDF report files.
- The VRXG-EVGP software for Early Voting and Grace Period connects to the VRXG main database via secured VPN connection and exchanges Early Voting/Grace Period (including same day registration) data with the main VR data in real-time. It also encrypts/decrypts Dominion election data and activates Voter Card for the E2P voting machine.

5.3.1. Software Environments:

SKU recommends utilizing three environments.

The Production Environment – As described in response 5.1.1(System Diagram), we recommend two clustered servers with shared SAN storage. We also need one application server for asynchronous report processing, IVRS/POVA processing and web portal interfaces. VRXG client desktops or laptops connect to the main database in Windows cluster 1 via Ethernet or Wireless. Early Voting/Grace Period laptops access to main database via secure VPN connection.

The QA Environment – We recommend making the QA environment exactly like production environment. At a minimum we need one Windows server with SQL Server (no clustering). We can use this same server for the application.

The Development Environment – We need one Windows server with SQL Server (no clustering). We can also use this server for the application server.

The recommended workflow process is as follows:

- A developer finishes development and testing in the development environment, then notifies the deployment master who can move the necessary changes to a QA environment for testing.
- The QA person tests the changes and takes necessary actions. Once clearing QA, the QA operator notifies the deployment master. The deployment master develops the deployment package and updates it to the shared network drive in order to make the necessary deployment configuration changes.
- VRXG users log in and get upgrade notifications and can begin upgrades.

5.3.2 Sharing:

VRXG requires access to shared network drivers for system upgrade purposes. Voter signatures will be stored in a database, but voter cards and any other voter documents can reside in the network as flat image files. Users accessing those files in the VRXG application must be given permission to the network directories that contain those files.

5.3.3 Cloud Based Option:

The VRXG system is an in-house client-server application, however, if the county wants a Cloud option, the transition is seamless. SKU recommends Microsoft Azure for the Cloud solution. It is combination of IaaS + PaaS solution and is secure, economical and scalable. SKU's approach would be to utilize Azure for database services.

SKU's recommendation is a private Cloud which will be managed by county and SKU personnel jointly during the contract term.

We recommend county and SKU staff in addition to Microsoft support if a Cloud implementation is utilized.

VRXG utilizes various Microsoft technologies and its transition is fluid when deploying a Microsoft Cloud Solution. Microsoft Azure solution uses the latest SQL Server so deploying the VRXG database does not require any complicated processing. Also the Azure solution provides benefits on both IaaS and PaaS.

SKU will need a Cloud solution for Emailing and will work with the county to develop and implement an acceptable module.

5.3.4 System Integration

The SQL Server Migration Assistant (SSMA) for Oracle is a comprehensive environment that helps to [quickly] migrate Oracle databases to an SQL Server or Azure SQL Database. By using SSMA for Oracle, one can review database objects and data, access databases for migration, migrate database objects to SQL Servers or Azure SQL Databases, and migrate data to SQL Server or Azure SQL DB. Note that you cannot migrate SYS and SYSTEM Oracle schema

5.4 through 5.7 included throughout 5.2 through 5.3.7

6 Key Personnel

Key Personnel

Jong Lee,

Paul Drugan,

Rodd Myers,

*Note: Several full time technical staff will start and remain with the project until completed. These individuals have a number of years of experience in the field and are familiar with SKU's code, modules and procedures related to implementation.

EXHIBIT 2

Schedule of Compensation

Payment schedule

SKU will invoice the County for services by deliverable completion within a phase.

<u>Phases</u>	<u>Pricing *</u>	<u>Delivery Date</u>
Start up	\$ 300,000	June 1, 2016
Phase 1	\$ 499,804	August 31, 2016 (est.)
Phase 2A	\$ 440,580	TBD
Phase 2B	\$ 221,568	TBD
Phase 3 Sign off	\$ 814,190	June 1, 2018
Phase 4 SLA 2019	\$ 100,000.00	TBD
Phase 5 SLA 2020	\$ 100,000.00	TBD
Total	\$2,476,142	

Contract Term - 5 years

Module Pricing

Description/Module	Module Cost	*Phase
Voter Registration Module-New Add / Update		
Image / Signature Capture Storage	78050.78	**1
Provisional Ballot Applications	73010.78	1
Voter Searches	67970.78	1
Street Address and Precinct Management		
District Entitlement	95690.78	2A
Ballot Style Management	67970.78	2A
GIS Interface	67970.68	2A
Election Setup and Election Management		
Election Setup and Election Management	67970.68	2A
Non-Resident Day Voting		
Mail Voting	73010.78	2B
Early Voting / Grace Period Voting	78072.78	2B
Nursing Home Voting	70490.78	2B
Site Management		
Polling Places	73010.78	2A

EV Sites / GPSites/ Receiving Stations	67970.78	2A
Poll Workers		
Election Judges	120890.8	3
Election Day Workers	70490.78	3
Deputy Registrar		
Deputy Registrar	67970.78	3
Special Applications		
Productivity	57970.78	3
Candidate / Objection Management	78050.78	3
Petition Record Examination	120890.8	3
Election Calendar		
Election Calendar	57970.78	3
Online Helpdesk	73170.78	3
Election Equipment Management	79310.78	3
E-Commerce	73170.78	3
System Security		
System Security	67970.78	3
Quality Assurance / Quality Control		
Data Integrity Screening	67970.78	1
Purge Management	71910.78	1
Reporting / Query Building		
Reporting / Query Building	120890	1
Interfacing & Compatibility		
Interfacing & Compatibility	83170	3
Communications		
Communications	83150.78	3
Total Cost	2,176,142	

*Invoicing will be submitted based on completed deliverables within each phase

**We estimate Phase 1 will be completed in 3 mos. from contract passage

EXHIBIT 3

Minority and Women Owned Business Enterprise Commitment and MBE/WBE Utilization Plan

I. POLICY AND GOALS

A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County Contracts and to eliminate arbitrary barriers for participation in such Contracts by local businesses certified as a Minority Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) as both prime and sub-contractors. In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes annual goals for MBE and WBE participation as outlined below:

Contract Type	Goals	
	MBE	WBE
Goods and Services	25%	10%
Construction	24%	10%
Professional Services	35% Overall	

B. **The County shall set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in this solicitation document. The MBE/WBE participation goals for this Agreement is a minimum of 35% of the overall estimated expenditures.** A Bid, Quotation, or Proposal shall be rejected if the County determines that it fails to comply with this General Condition in any way, including but not limited to: (i) failing to state an enforceable commitment to achieve for this contract the identified MBE/WBE Contract goals; or (ii) failing to include a Petition for Reduction/Waiver, which states that the goals for MBE/WBE participation are not attainable despite the Bidder or Proposer Good Faith Efforts, and explains why. If a Bid, Quotation, or Proposal is rejected, then a new Bid, Quotation, or Proposal may be solicited if the public interest is served thereby.

C. To the extent that a Bid, Quotation, or Proposal includes a Petition for Reduction/Waiver that is approved by the Office of Contract Compliance, the Contract specific MBE and WBE participation goals may be achieved by the proposed Bidder or Proposer's status as an MBE or WBE; by the Bidder or Proposer's enforceable joint-venture agreement with one or more MBEs and/or WBEs; by the Bidder or Proposer entering into one or more enforceable subcontracting agreements with one or more MBE and WBE; by the Bidder or Proposer establishing and carrying out an enforceable mentor/protégé agreement with one or more MBE and WBE; by the Bidder or Proposer actively engaging the Indirect Participation of one or more MBE and WBE in other aspects of its business; or by any combination of the foregoing, so long as the Utilization Plan evidences a commitment to meet the MBE and WBE Contract goals set forth in (B) above, as approved by the Office of Contract Compliance.

D. A single Person, as defined in the Procurement Code, may not be utilized as both an MBE and a WBE on the same Contract, whether as a Consultant, Subcontractor or supplier.

- E. Unless specifically waived in the Bid or Proposal Documents, this Exhibit; the Ordinance; and the policies and procedures promulgated thereunder shall govern. If there is a conflict between this Exhibit and the Ordinance or the policies and procedures, the Ordinance shall control.
- F. A Consultant's failure to carry out its commitment regarding MBE and WBE participation in the course of the Contract's performance may constitute a material breach of the Contract. If such breach is not appropriately cured, it may result in withholding of payments under the Contract, contractual penalties, disqualification and any other remedy provided for in Division 4 of the Procurement Code at law or in equity.

II. REQUIRED BID OR PROPOSAL SUBMITTALS

A Bidder or Proposer shall document its commitment to meeting the Contract specific MBE and WBE participation goals by submitting a Utilization Plan with the Bid or Proposal. The Utilization Plan shall include (1) one or more Letter(s) of Intent from the relevant MBE and WBE firms; and (2) current Letters of Certification as an MBE or WBE. Alternatively, the Bidder or Proposer shall submit (1) a written Petition for Reduction/Waiver with the Bid, Quotation or Proposal, which documents its preceding Good Faith Efforts and an explanation of its inability to meet the goals for MBE and WBE participation. The Utilization Plan shall be submitted at the time that the bid or proposal is due. **Failure to include a Utilization Plan will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

A. MBE/WBE Utilization Plan

Each Bid or Proposal shall include a complete Utilization Plan, as set forth on Form 1 of the M/WBE Compliance Forms. The Utilization Plan shall include the name(s), mailing address, email address, and telephone number of the principal contact person of the relevant MBE and WBE firms. If the Bidder or Proposer submits a Bid or Proposal, and any of their subconsultants, suppliers or consultants, are certified MBE or WBE firms, they shall be identified as an MBE or WBE within the Utilization Plan.

1. Letter(s) of Intent

Except as set forth below, a Bid or Proposal shall include, as part of the Utilization Plan, one or more Letter(s) of Intent, as set forth on Form 2 of the M/WBE Compliance Forms, executed by each MBE and WBE and the Bidder or Proposer. The Letter(s) of Intent will be used to confirm that each MBE and WBE shall perform work as a Subcontractor, supplier, joint venture, or consultant on the Contract. Each Letter of Intent shall indicate whether and the degree to which the MBE or WBE will provide goods or services directly or indirectly during the term of the Contract. The box for direct participation shall be marked if the proposed MBE or WBE will provide goods or services directly related to the scope of the Contract. The box for Indirect participation shall be marked if the proposed MBE or WBE will not be directly involved in the Contract but will be utilized by the Bidder or Proposer for other services not related to the Contract. Indirect

Participation shall not be counted toward the participation goal. Each Letter of Intent shall accurately detail the work to be performed by the relevant MBE or WBE firm, the agreed dollar amount, the percentage of work, and the terms of payment.

Failure to include Letter(s) of Intent will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

All Bids and Proposals must conform to the commitments made in the corresponding Letter(s) of Intent, as may be amended through change orders.

The Contract Compliance Director may at any time request supplemental information regarding Letter(s) of Intent, and such information shall be furnished if the corresponding Bid or Proposal is to be deemed responsive.

2. Letter(s) of Certification

Only current Letter(s) of Certification from one of the following entities may be accepted as proof of certification for MBE/WBE status, provided that Cook County's requirements for certification are met:

- County of Cook
- City of Chicago

Persons that are currently certified by the City of Chicago in any area other than Construction/Public Works shall also complete and submit a MBE/WBE Reciprocal Certification Affidavit along with a current letter of certification from the City of Chicago. This Affidavit form can be downloaded from www.cookcountyil.gov/contractcompliance.

The Contract Compliance Director may reject the certification of any MBE or WBE on the ground that it does not meet the requirements of the Ordinance, or the policies and rules promulgated thereunder.

3. Joint Venture Affidavit

In the event a Bid or Proposal achieves MBE and/or WBE participation through a Joint Venture, the Bid or Proposal shall include the required Joint Venture Affidavit, which can be downloaded from www.cookcountyil.gov/contractcompliance. The Joint Venture Affidavit shall be submitted with the Bid or Proposal, along with current Letter(s) of Certification.

B. Petition for Reduction/Waiver

In the event a Bid or Proposal does not meet the Contract specific goals for MBE and WBE participation, the Bid or Proposal shall include a Petition for Reduction/Waiver, as set forth on Form 3. The Petition for Reduction/Waiver shall be supported by sufficient

evidence and documentation to demonstrate the Bidder or Proposer's Good Faith Efforts in attempting to achieve the applicable MBE and WBE goals, and its inability to do so despite its Good Faith Efforts.

Failure to include Petition for Reduction/Waiver will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

III. REDUCTION/WAIVER OF MBE/WBE GOALS

A. Granting or Denying a Reduction/Waiver Request.

1. The adequacy of the Good Faith Efforts to utilize MBE and WBE firms in a Bid or Proposal will be evaluated by the CCD under such conditions as are set forth in the Ordinance, the policies and rules promulgated thereunder, and in the "Petition for Reduction/Waiver of MBE/WBE Participation Goals" – Form 3 of the M/WBE Compliance Forms.
2. With respect to a Petition for Reduction/Waiver, the sufficiency or insufficiency of a Bidder or Proposer's Good Faith Efforts shall be evaluated by the CCD as of the date upon which the corresponding Bid or Proposal was due.
3. The Contract Compliance Director or his or her duly authorized Waiver Committee may grant or deny the Petition for Reduction/Waiver based upon factors including but not limited to: (a) whether sufficient qualified MBE and WBE firms are unavailable despite good faith efforts on the part of the Bidder or Proposer; (b) the degree to which specifications and the reasonable and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract into sufficiently small tasks or quantities so as to enable the Bidder or Proposer to utilize MBE and WBE firms in accordance with the applicable goals; (c) the degree to which the prices or prices required by any potential MBE or WBE are more that 10% above competitive levels; and (d) such other factors as are determined relevant by the Contract Compliance Director or the duly authorized Waiver Committee.
4. If the Contract Compliance Director or the duly authorized Waiver Committee determines that the Bidder or Proposer has not demonstrated sufficient Good Faith Efforts to meet the applicable MBE and WBE goals, the Contract Compliance Director or the duly authorized Waiver Committee may deny a Petition for Reduction/Waiver, declare the Bid or Proposal non-responsive, and recommend rejection of the Bid, Quotation, or Proposal.

IV. CHANGES IN CONSULTANT'S UTILIZATION PLAN

- A. A Consultant, during its performance of the Contract, may not change the original MBE or WBE commitments specified in the relevant Utilization Plan, including but not limited to, terminating a MBE or WBE Contract, reducing the scope of the work to be performed by a MBE/WBE, or decreasing the price to a MBE/WBE, except as

otherwise provided by the Ordinance and according to the policies and procedures promulgated thereunder.

- B. Where a Person listed under the Contract was previously considered to be a MBE or WBE but is later found not to be, or work is found not to be creditable toward the MBE or WBE goals as stated in the Utilization Plan, the Consultant shall seek to discharge the disqualified enterprise, upon proper written notification to the Contract Compliance Director, and make every effort to identify and engage a qualified MBE or WBE as its replacement. Failure to obtain an MBE or WBE replacement within 30 business days of the Contract Compliance Director's written approval of the removal of a purported MBE or WBE may result in the termination of the Contract or the imposition of such remedy authorized by the Ordinance, unless a written Petition for Reduction/Waiver is granted allowing the Consultant to award the work to a Person that is not certified as an MBE or WBE.

V. NON-COMPLIANCE

If the CCD determines that the Consultant has failed to comply with its contractual commitments or any portion of the Ordinance, the policies and procedures promulgated thereunder, or this Exhibit, the Contract Compliance Director shall notify the Consultant of such determination and may take any and all appropriate actions as set forth in the Ordinance or the policies and procedures promulgated thereunder which includes but is not limited to disqualification, penalties, withholding of payments or other remedies in law or equity.

VI. REPORTING/RECORD-KEEPING REQUIREMENTS

The Consultant shall comply with the reporting and record-keeping requirements in the manner and time established by the Ordinance, the policies and procedure promulgated thereunder, and the Contract Compliance Director. Failure to comply with such reporting and record-keeping requirements may result in a declaration of Contract default. Upon award of a Contract, a Consultant shall acquire and utilize all Cook County reporting and record-keeping forms and methods which are made available by the Office of Contract Compliance. MBE and WBE firms shall be required to verify payments made by and received from the prime Consultant.

VII. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant other legal Equal Employment Opportunity and Civil Rights requirements that relate to Consultant and Subcontractor obligations.

Any questions regarding this section should be directed to:
 Contract Compliance Director
 Cook County
 118 North Clark Street, Room 1020
 Chicago, Illinois 60602
 (312) 603-5502



OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

TONI PRECKWINKLE

PRESIDENT

**Cook County Board
of Commissioners**

RICHARD R. BOYKIN
1st District

ROBERT STEELE
2nd District

JERRY BUTLER
3rd District

STANLEY MOORE
4th District

DEBORAH SIMS
5th District

JOAN PATRICIA MURPHY
6th District

JESUS G. GARCIA
7th District

LUIS ARROYO, JR
8th District

PETER N. SILVESTRI
9th District

BRIDGET GAINER
10th District

JOHN P. DALEY
11th District

JOHN A. FRITCHEY
12th District

LARRY SUFFREDIN
13th District

GREGG GOSLIN
14th District

TIMOTHY O. SCHNEIDER
15th District

JEFFREY R. TOBOLSKI
16th District

SEAN M. MORRISON
17th District

May 23, 2016

Ms. Shannon E. Andrews
Chief Procurement Officer
118 N. Clark Street
County Building-Room 1018
Chicago, IL 60602

Re: Contract No. 1435-14005
VRM (Voter Registration Management System)
Cook County Clerk -Election Department

Dear Ms. Andrews:

The following bid for the above-referenced contract has been reviewed for compliance with the Minority- and Women- owned Business Enterprises (MBE/WBE) Ordinance and have been found to be responsive to the ordinance.

Bidder: SKU Corporation
Contract Value: \$2,276,142.00
Contract Goal: 35% MBE/WBE

<u>MBE/WBE</u>	<u>Status</u>	<u>Certifying Agency</u>	<u>Commitment</u>
Carminati Consulting, Inc.	WBE (7)	Cook County	17.5% (Direct)
Praxis Partners LLC	WBE (7)	Cook County	17.5% (Direct)

The Office of Contract Compliance has been advised by the Requesting Department that no other bidders are being recommended for award. Revised MBE/WBE forms were used in the determination of the responsiveness of this contract.

Sincerely,

Jacqueline Gomez
Contract Compliance Director
JG/ate

Cc: Ryan Connor, OCPO
Nathan Bernacchi, Cook County Clerk

Enclosures: Revised MBE/WBE forms

MBE/WBE UTILIZATION PLAN - FORM 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 - Section 19.

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

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current 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 online at www.cookcountyil.gov/contractcompliance)
- 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 below and the Letter(s) of Intent - Form 2).

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

NOTE: 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: CARMINATI Consulting, Inc.
Address: 2 N. LaSalle St., Suite 1400, Chicago, 60602
E-mail: bcarminati@carminaticonsulting.com
Contact Person: Brittany Carminati Phone: 312-371-1402
Dollar Amount Participation: \$ 433,324
Percent Amount of Participation: 17.5 %

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

MBE/WBE Firm: PEARNS PARTNERS
Address: 2928 N. Kedzie, 60657
E-mail: patricia@patriciaokelke.com
Contact Person: Patricia Okelke Phone: 773-682-6019
Dollar Amount Participation: \$ 433,324
Percent Amount of Participation: 17.5 %

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

Attach additional sheets as needed.

* Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid.

Working document of Praxis and Carminati sharing the 35% WBE set aside with Praxis at 17.5% and Carminati at 17.5%.

Praxis

Project Lead – Patricia O’Keefe

On-site dedicated PM at least 3 days per week and more as project dictates (stagger with John)

Guide and document data conversion

Mapping differences and process reengineering

Timelines

Knowledge transfer

Oversee documentation & manuals

Requirements Gathering

Reporting

Testing

QA

Training

Carminati

Project Manager (support project lead) - John Hughes

On-site dedicated PM at least 3 days per week and more as project dictates (stagger with Patricia)

Guide and document network architecture

Web development for portal changes

Build reports

Create system manuals

Create training materials

Requirements Gathering

Reporting

Testing

QA

Training

05-20-16P12:31 RCVD

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Carminati Consulting Certifying Agency: Cook County
Contact Person: Brittany Carminati Certification Expiration Date: APRIL 23, 2019
Address: 2 N. LaSalle St, Ste 1400 Ethnicity: White
City/State: Chicago, IL Zip: 60602 Bid/Proposal/Contract #: 1435-14005
Phone: 312-371-1402 Fax: _____ FEIN #: 27-3751372
Email: bcarminati@carminaticonsulting.com

Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

No Yes - Please attach explanation. Proposed Subcontractor(s): _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

PLEASE SEE ATTACHED.

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

433,324; 17.5%; payment will be disbursed pursuant to module completion and invoicing by SKU. PAYMENT TERM NET 30 DAYS FROM INVOICE SUBMISSION.

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. 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]
Signature (M/WBE)

BRITTANY CARMINATI
Print Name

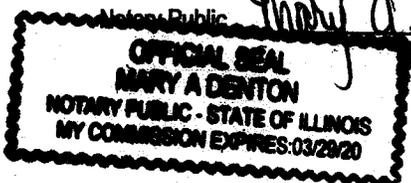
CARMINATI CONSULTING, INC.
Firm Name

5/20/16
Date

Subscribed and sworn before me

this 20th day of May, 2016.

Notary Public Mary A. Denton



SEAL

[Signature]
Signature (Prime Bidder/Proposer)

Paul Dragan
Print Name

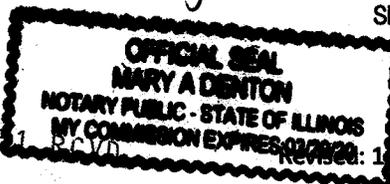
SKU Corp.
Firm Name

5/20/16
Date

Subscribed and sworn before me

this 20th day of May, 2016.

Notary Public Mary A. Denton



SEAL

Form 2 Attachment

Working document of Praxis and Carminati sharing the 35% WBE set aside with Praxis at 17.5% and Carminati at 17.5%.

Praxis

Project Lead – Patricia O’Keefe

On-site dedicated PM at least 3 days per week and more as project dictates (stagger with John)

Guide and document data conversion

Mapping differences and process reengineering

Timelines

Knowledge transfer

Oversee documentation & manuals

Requirements Gathering

Reporting

Testing

QA

Training

Carminati

Project Manager (support project lead) - John Hughes

On-site dedicated PM at least 3 days per week and more as project dictates (stagger with Patricia)

Guide and document network architecture

Web development for portal changes

Build reports

Create system manuals

Create training materials

Requirements Gathering

Reporting

Testing

QA

Training

**TONI PRECKWINKLE**

PRESIDENT

Cook County Board
of CommissionersRICHARD R. BOYKIN
1st DistrictROBERT STEELE
2nd DistrictJERRY BUTLER
3rd DistrictSTANLEY MOORE
4th DistrictDEBORAH SIMS
5th DistrictJOAN PATRICIA MURPHY
6th DistrictJESUS G. GARCIA
7th DistrictLUIS ARROYO, JR.
8th DistrictPETER N. SILVESTRI
9th DistrictBRIDGET GAINER
10th DistrictJOHN P. DALEY
11th DistrictJOHN A. FRITCHEY
12th DistrictLARRY SUFFREDIN
13th DistrictGREGG GOSLIN
14th DistrictTIMOTHY O. SCHNEIDER
15th DistrictJEFFREY R. TOBOLSKI
16th DistrictELIZABETH ANN DOODY GORMAN
17th District

July 23, 2015

Ms. Patricia O'Keefe
President
Praxis Partners, LLC
2925 North Racine
Chicago, IL 60657**Annual Certification Expires: July 23, 2016**

Dear Ms. O'Keefe:

Congratulations on your continued eligibility for Certification as a Women Business Enterprise (**WBE**) by Cook County Government. This **WBE** Certification is valid until **July 23, 2020**.

As a condition of continued certification during this five (5) year period, you must file a "**No Change Affidavit**" within sixty (60) days prior to the date of annual expiration. Failure to file this Affidavit shall result in the termination of your certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification within fifteen (15) business days of such changes.

Cook County Government may commence action to remove your firm as a **WBE** vendor if you fail to notify us of any changes of facts affecting your firm's certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in Cook County's Directory of Minority Business Enterprise, Women Business Enterprise and/ or Veteran Business Enterprise in the area(s) of specialty:

TECHNOLOGY: PROJECT MANAGEMENT

Your firm's participation on County contracts will be credited toward **WBE** goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward **WBE** goals will be given only for work performed in the specialty category.

Thank you for your continued interest in Cook County Government's Minority, Women and Veteran Business Enterprise Programs.

Sincerely,

Jacqueline Gomez
Contract Compliance Director

JG/ehw

2020

05-20-15P12:31 RCVD



OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60620 • (312) 603-5502

TONI PRECKWINKLE

PRESIDENT

Cook County Board
of Commissioners

RICHARD R. BOYKIN

1st District

ROBERT STEELE

2nd District

JERRY BUTLER

3rd District

STANLEY MOORE

4th District

DEBORAH SIMS

5th District

JOAN PATRICIA MURPHY

6th District

JESUS G. GARCIA

7th District

LUIS ARROYO, JR.

8th District

PETER N. SILVESTRI

9th District

BRIDGET GAINER

10th District

JOHN P. DALEY

11th District

JOHN A. FRITCHEY

12th District

LARRY SUFFREDIN

13th District

GREGG GOSLIN

14th District

TIMOTHY O. SCHNEIDER

15th District

JEFFREY R. TOBOLSKI

16th District

SEAN M. MORRISON

17th District

April 7, 2016

Ms. Brittany Carminati
President
Carminati Consulting, Inc.
1407 South Federal Street
Chicago, IL 60605

Annual Certification Expires: April 23, 2017

Dear Ms. Carminati:

Congratulations on your continued eligibility for Certification as a Women Business Enterprise (WBE) by Cook County Government. This WBE Certification is valid until April 23, 2019.

As a condition of continued Certification, you must file a "No Change Affidavit" within sixty (60) days prior to the date of annual expiration. Failure to file this Affidavit shall result in the termination of your certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification within fifteen (15) business days of such changes.

Cook County Government may commence action to remove your firm as a WBE vendor if you fail to notify us of any changes of facts affecting your firm's certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in Cook County's Directory of Minority Business Enterprise, Women Business Enterprise and/or Veteran Business Enterprise in the area(s) of specialty:

TECHNOLOGY: SOFTWARE CONSULTING; DEVELOPMENT AND IMPLEMENTATION

Your firm's participation on County contracts will be credited toward WBE goal in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward WBE goal will be given only for work performed in the specialty category.

Thank you for your continued interest in Cook County Government's Minority, Women and Veteran Business Enterprise Programs.

Sincerely,

Jacqueline Gomez
Contract Compliance Director

JG/ehw

2019

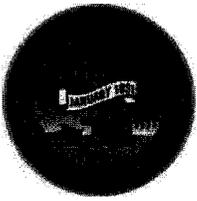
05-20-16P12:31 RCVD

EXHIBIT 4

Evidence of Insurance

EXHIBIT 5

Board Authorization



Board of Commissioners of Cook County

118 North Clark Street
Chicago, IL

Legislation Details

File #: 16-2941 **Version:** 1 **Name:** VRMS2016 - SKU
Type: Contract (Technology) **Status:** Approved
File created: 4/26/2016 **In control:** Board of Commissioners
On agenda: 6/8/2016 **Final action:** 6/8/2016
Title: PROPOSED CONTRACT (TECHNOLOGY)

Department(s): Cook County Clerk

Vendor: SKU Corp., Chicago, Illinois

Request: Authorization for the Chief Procurement Officer to enter into and execute contract

Good(s) or Service(s): Voter Registration Management System

Contract Value: \$2,476,142.00

Contract period: 6/15/2016 - 6/14/2019, with two (2) one (1)-year renewal options

Potential Fiscal Year Budget Impact: FY 2016 \$799,800.00, FY 2017 \$662,107.00, FY 2018 \$814,235.00, FY 2019 \$100,000 FY 2020 \$100,000

Accounts: 1652409315-260, 1652409788-260, 524-260

Contract Number(s): 1435-14005

Concurrence(s):

The vendor has met the Minority and Women Owned Business Enterprise Ordinance via direct participation.

The Chief Procurement Officer concurs.

The Bureau of Technology concurs

Summary: The Cook County Clerk's Office requested for the Office of the Chief Procurement Officer to issue a Request for Proposals to replace the legacy Voter Registration Management System ("VRMS") used by the Clerk's Elections Division to a new system that meets the Clerk's vision of a centralized, highly automated network of data sets of voters and potential voters used to increase access to county specific voter lists and improve the accuracy of those lists.

Request for Proposal (RFP) procedures were followed in accordance with the Cook County Procurement Code. SKU Corporation was recommended based on established evaluation criteria.

Sponsors:

Indexes: DAVID ORR, County Clerk

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
6/8/2016	1	Board of Commissioners	approved	Pass

EXHIBIT 6

Identification of Subcontractor/Supplier/Subconsultant Form

**Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form**

OCPO ONLY:	
<input type="radio"/> Disqualification	
<input type="radio"/> Check Complete	

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No: 1435-14005	Date: 6/29/16
Total Bid or Proposal Amount: \$2,476,142	Contract Title: WATER REGISTRATION MANAGEMENT SYS
Contractor: SKU CORP	Subcontractor/Supplier/ Subconsultant to be added or substitute: CARMINATI CONSULTING, INC.
Authorized Contact for Contractor: JONG LEE	Authorized Contact for Subcontractor/Supplier/ Subconsultant: BRITTANY CARMINATI
Email Address (Contractor): jong.lee@skucorp.net	Email Address (Subcontractor): bcarminat@carminatconsulting.com
Company Address (Contractor): 180 W. WASHINGTON ST 400 CHICAGO, IL 60602	Company Address 2 N. LASALLE ST (Subcontractor): SUITE 1400
City, State and Zip (Contractor): CHICAGO, IL 60602	City, State and Zip (Subcontractor): CHICAGO, IL 60602
Telephone and Fax (Contractor): (630) 809-2296	Telephone and Fax (Subcontractor): (312) 371-1402
Estimated Start and Completion Dates (Contractor)	Estimated Start and Completion Dates (Subcontractor) 6/15/16 - 6/15/18

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

Description of Services or Supplies	Total Price of Subcontract for Services or Supplies
PROJECT MANAGEMENT / WEB DEVELOPMENT / TRAINING / TESTING	\$ 433,324.50

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor SKU CORP

Name JONG LEE

Title PRESIDENT

Prime Contractor Signature *Jong Lee* Date 6/29/16

**Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form**

OCPO ONLY:	
<input type="radio"/> Disqualification	
<input type="radio"/> Check Complete	

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 1435-1405	Date: 6-29-16
Total Bid or Proposal Amount: \$2,476,142	Contract Title: Voter Registration Management System
Contractor: SKU Corp.	Subcontractor/Supplier/Subconsultant to be added or substitute: Praxis Partners LLC
Authorized Contact for Contractor: Jong Lee	Authorized Contact for Subcontractor/Supplier/Subconsultant: Patricia O Kerefe
Email Address (Contractor): jong.lee@skucorp.com	Email Address (Subcontractor): patricia@patriciakerefe.com
Company Address (Contractor): 180 W. Washington Suite 408	Company Address (Subcontractor): 2925 N. Racine
City, State and Zip (Contractor): Chicago, IL 60602	City, State and Zip (Subcontractor): Chicago, IL 60657
Telephone and Fax (Contractor): 630-809-2296	Telephone and Fax (Subcontractor): 773-682-6019
Estimated Start and Completion Dates (Contractor):	Estimated Start and Completion Dates (Subcontractor): 6/15/16 - 6/15/19

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

Description of Services or Supplies	Total Price of Subcontract for Services or Supplies
Project Management project lead	\$433,324.50

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor: SKU Corp.

Name: Jong Lee

Title: President

Prime Contractor Signature: *Jong Lee* Date: 6-29-16

EXHIBIT 7

Electronic Payables Program

**OFFICE OF THE COOK COUNTY COMPTROLLER
ELECTRONIC PAYABLES PROGRAM ("E-PAYABLES")**

FOR INFORMATION PURPOSES ONLY

**This document describes the Office of the Cook County Comptroller's Electronic Payables Program ("E-Payables").
If you wish to participate in E-Payables, please contact the Cook County Comptroller's Office, Accounts Payable, 118 N. Clark
Street, Room 500, Chicago, IL 60602.**

DESCRIPTION

To increase payment efficiency and timeliness, we have introduced E-Payables program, a new payment initiative to our accounts payable model. This new initiative utilizes a Visa purchasing card and operates through the Visa payment network. This is County's preferred method of payment and your participation in our Visa purchasing card program will provide mutual benefits both to your organization and ours.

As a vendor, you may experience the following benefits by accepting this new payment type:

- Improved cash flow and accelerated payment
- Reduced paperwork and a more streamlined accounts receivable process
- Elimination of stop payment issues
- Reduced payment delays
- Reduced costs for handling paper checks
- Payments settled directly to your merchant account

There are two options within this initiative:

3. Dedicated Credit Card – "PULL" Settlement

For this option, you will have an assigned dedicated credit card to be used for each payment. You will provide a point of contact within your organization who will keep credit card information on file. Each time a payment is made, you will receive a remittance advice via email detailing the invoices being paid. Each time you receive a remittance advice, you will process payments in the same manner you process credit card transactions today.

4. One-Time Use Credit Card – "SUGA" Settlement

For this option, you will provide a point of contact within your organization who will receive an email notification authorizing you to process payments in the same manner you process credit card transactions today. Each time payment is made, you will receive a remittance advice, via email, detailing the invoices being paid. Also, each time you receive a remittance advice, you will receive a new, unique credit card number. This option is ideal for suppliers who are unable to keep credit card account information on file.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

CONTRACT NO. 1435-14005

EXHIBIT 8

Economic Disclosure Statement

**ECOOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1-2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 - 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15-17
6	Cook County Signature Page	EDS 18

SECTION 1
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 Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

Definitions. 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, as applicable.

Affiliate means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

Code means the Code of Ordinances, Cook County, Illinois available on municode.com.

Contract shall include any written document to make Procurements by or on behalf of Cook County.

Contractor or Contracting Party means a person that enters into a Contract with the County.

Control means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

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

Joint Venture means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

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 who lobbies.

Person or Persons means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

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.

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

RFP means a Request for Proposals issued pursuant to this Procurement Code.

RFQ means a Request for Qualifications issued to obtain the qualifications of interested parties.

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

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. 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 3: Economic and Other Disclosures Statement. Section 3 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 Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

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, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountyil.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. 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.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. 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.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

SECTION 2

CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT 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 APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT 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 subparagraphs (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 APPLICANT HEREBY CERTIFIES THAT: The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE APPLICANT HEREBY CERTIFIES THAT: In accordance with 720 ILCS 5/33 E-11, neither the Applicant 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 APPLICANT HEREBY CERTIFIES THAT: The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

D. DELINQUENCY IN PAYMENT OF TAXES

THE APPLICANT HEREBY CERTIFIES THAT: *The Applicant 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 34-171.*

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 APPLICANT HEREBY CERTIFIES THAT: *It is in compliance with 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. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at www.municode.com.

I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at www.municode.com.

J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;

Unless expressly waived by the Cook County Board of Commissioners, 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 annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, 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.

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name Gary Ryczyn Address 7702 Richardson Lane, Tinley Park, IL 60487

2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

Local business means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

a) Is Applicant a "Local Business" as defined above?
 Yes: X No: _____

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

212 W. Van Buren St. #300
Chicago IL 60607

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

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

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-5) and complete the Affidavit, based on the instructions in the Affidavit.

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.

"Person" "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. A Person 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 [X] Applicant or [] Stock/Beneficial Interest Holder

This Statement is an: [X] Original Statement or [] Amended Statement

Identifying Information:

Name: SKU Corporation
D/B/A: YES Technologies FEIN NO.: 36-4487127
Street Address: 212 W. Van Buren St., #300
City: Chicago State: IL Zip Code: 60607
Phone No.: 312-994-5832 Fax Number: 312-994-5840 Email: pnd@yestechologies.net

Cook County Business Registration Number: (Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): IL 6183-276-9

Form of Legal Entity:

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

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each Person 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
Jerry Lee	2436 Warm Springs Dr. Naperville, IL	51
Cesarino Agustin	UNKNOWN	49

2. If the interest of any Person 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
	N/A	

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, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
	N/A		

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
Paul Dragan	2834 W. Granison, Chicago	CEO	5 yrs.
Loada Myers	1512 WEST HAVEN BLVD., Rocky Mount, NC	COO/CSO	5 yrs.

Declaration (check the applicable box):

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Tong Lee
Name of Authorized Applicant/Holder Representative (please print or type)

President
Title

[Signature]
Signature

2/10/2016
Date

tonlee@cyestechologies.net
E-mail address

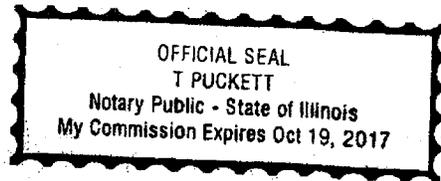
312-944-5841
Phone Number

Subscribed to and sworn before me
this 10 day of Feb 2016

My commission expires:

x [Signature]
Notary Public Signature

Oct. 19, 2017
Notary Seal





COOK COUNTY BOARD OF ETHICS
 69 W. WASHINGTON STREET, SUITE 3040
 CHICAGO, ILLINOIS 60602
 312/603-4304 Office 312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

"*Familial relationship*" means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- | | | |
|----------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Parent | <input type="checkbox"/> Grandparent | <input type="checkbox"/> Stepfather |
| <input type="checkbox"/> Child | <input type="checkbox"/> Grandchild | <input type="checkbox"/> Stepmother |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law | <input type="checkbox"/> Stepson |
| <input type="checkbox"/> Sister | <input type="checkbox"/> Mother-in-law | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt | <input type="checkbox"/> Son-in-law | <input type="checkbox"/> Stepbrother |
| <input type="checkbox"/> Uncle | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister |
| <input type="checkbox"/> Niece | <input type="checkbox"/> Brother-in-law | <input type="checkbox"/> Halfbrother |
| <input type="checkbox"/> Nephew | <input type="checkbox"/> Sister-in-law | <input type="checkbox"/> Halfsister |

COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM

CONTRACT NO. 1435-13714

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY

Name of Person Doing Business with the County: SKV Corporation

Address of Person Doing Business with the County: 212 W. Van Buren St., #300, Chicago

Phone number of Person Doing Business with the County: 312-994-5832

Email address of Person Doing Business with the County: pmde@vestechnologies.net

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

Paul Dragan, CEO, 212 W. Van Buren, Chicago, 773-418-2337
pmde@vestechnologies.net

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: _____

RFP # 1435-13714

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 2,250,000

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: _____

Ryan Connor, Contract Negotiator, 312-603-5380

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: _____

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

The Person Doing Business with the County is an individual and there is no familial relationship between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

The Person Doing Business with the County is a business entity and there is no familial relationship between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

- The Person Doing Business with the County is an individual and there is a familial relationship between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship
_____	N/A	_____	_____
_____		_____	_____
_____		_____	_____

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

- The Person Doing Business with the County is a business entity and there is a familial relationship between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows:**

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship
_____	N/A	_____	_____
_____		_____	_____
_____		_____	_____

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship
_____	N/A	_____	_____
_____		_____	_____
_____		_____	_____

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	N/A	_____	_____
_____	_____	_____	_____

Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	N/A	_____	_____
_____	_____	_____	_____

Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	N/A	_____	_____
_____	_____	_____	_____

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

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.



 Signature of Recipient

 Date

SUBMIT COMPLETED FORM TO: Cook County Board of Ethics
 69 West Washington Street, Suite 3040, Chicago, Illinois 60602
 Office (312) 603-4304 – Fax (312) 603-9988
 CookCounty.Ethics@cookcountyil.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (i.e. in laws and step relations) or adoption.

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, including Substantial Owners, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

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

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

I. Contract Information:

Contract Number: 1435-13714
 County Using Agency (requesting Procurement): Cook

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): SKV Corporation
 Substantial Owner Complete Name: Jong Lee
 FEIN# 36-4487127
 Date of Birth: _____ E-mail address: Jong@ycstechnologies.net
 Street Address: 212 W. Van Buren St., # 300
 City: Chicago State: IL Zip: 60607
 Home Phone: (312) 994-5840 Driver's License No: _____

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

- Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., YES or **NO**
- Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES or **NO**
- Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES or **NO**
- Employee Classification Act, 820 ILCS 185/1 et seq., YES or **NO**
- Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or **NO**
- Any comparable state statute or regulation of any state, which governs the payment of wages YES or **NO**

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under Section IV.

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner
YES or NO

Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation
YES or NO

Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default
YES or NO

Other factors that the Person or Substantial Owner believe are relevant.
YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: [Handwritten Signature] Date: 2/10/2016

Name of Person signing (Print): _____ Title: _____

Subscribed and sworn to before me this 10th day of FEB., 20 16

x [Handwritten Signature]
Notary Public Signature

Notary Seal

Note: The above information is subject to verification prior to the award of the Contract.





To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

SKU CORPORATION, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON SEPTEMBER 20, 2001, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 4TH
day of FEBRUARY A.D. 2016 .

Jesse White

SECRETARY OF STATE

SECTION 5

CONTRACT AND EDS EXECUTION PAGE
PLEASE EXECUTE THREE ORIGINAL COPIES

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant 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.

Execution by Corporation

SKV Corporation
Corporation's Name
312-2994-5841
Telephone
[Signature]
Secretary Signature

Jong Lee
President's Printed Name and Signature
Kmm@yestechologies.net
Email
2/10/16
Date

Execution by LLC

LLC Name

Date

N/A
*Member/Manager Printed Name and Signature

Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

Date

N/A
*Partner/Joint Venturer Printed Name and Signature

Telephone and Email

Execution by Sole Proprietorship

Printed Name and Signature

Telephone

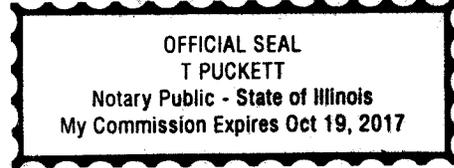
N/A

Date

Email

Subscribed and sworn to before me this
10 day of Feb, 2016
[Signature]
Notary Public Signature

My commission expires:
Oct. 19, 2017
Notary Seal



If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

SECTION 6
COOK COUNTY SIGNATURE PAGE

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 30 DAY OF June, 2016

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

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

1435-14005

OR

ITEM(S), SECTION(S), PART(S): N/A

TOTAL AMOUNT OF CONTRACT: \$ 2,476,142.00
(DOLLARS AND CENTS)

FUND CHARGEABLE: N/A

APPROVED AS TO FORM:

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

5/3/16
Date

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

JUN 29 2016