

**PROFESSIONAL SERVICES AGREEMENT**

**FOR**

**ELECTRONIC TIME & LABOR MANAGEMENT SYSTEM SOLUTION  
IVR SYSTEM SET UP AND USAGE**

**BETWEEN**



**COOK COUNTY GOVERNMENT**

**ENTERPRISE RESOURCE PLANNING**

**AND**

**WORKFORCE SOFTWARE, LLC**

**CONTRACT NO. 1514-15100**

**(Based on City Colleges of Chicago Contract No. 32589)**

**PROFESSIONAL SERVICES AGREEMENT**

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Exhibit 2	Minority and Women Owned Business Enterprise Commitment and MBE/WBE Utilization Plan
Exhibit 3	Evidence of Insurance
Exhibit 4	Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 5	Economic Disclosure Statement

**ATTACHMENTS**

Attachment 1 City Colleges of Chicago Contract No. 32589

## **AGREEMENT**

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, hereinafter referred to as "County" and WorkForce Software, LLC (f/k/a WorkForce Software, Inc.) , doing business as a corporation of the State of Illinois hereinafter referred to as "Consultant".

## **BACKGROUND**

**Whereas**, the County, pursuant to Section 34-140 (the "Reference Contract Ordinance") of the Cook County Procurement Code, states: "If a governmental agency has awarded a contract through a competitive method for the same or similar supplies, equipment, goods or services as that sought by the County, the Procurement may be made from that vendor at a price or rate at least as favorable as that obtained by that government agency without utilizing a competitive procurement method set forth in this Procurement Code;" and

**Whereas**, the City Colleges Of Chicago solicited a formal Request for Proposal process for the Electronic Time & Labor Management System Solution, and the Contractor was identified as the qualified and best value provider for the services; and

**Whereas**, the City Colleges Of Chicago entered into a contract on March 30, 2012 for the provision of services by the Contractor for the County relative to Electronic Time & Labor Management System Solution; and

**Whereas**, the County wishes to leverage the procurement efforts of the City Colleges Of Chicago; and

**Whereas**, this Agreement made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, herein after the "County" and WorkForce Software, LLC (f/k/a WorkForce Software Inc.), herein after the "Contractor"; and

**Whereas**, the County, through the Department of Enterprise Resource Planning, desires certain similar services of the Contractor; and

**Whereas**, County Offices, Departments, and Agencies may utilize this agreement for specific contracted procurement efforts; and

**Whereas**, the Consultant agrees to provide to the County Electronic Time & Labor Management System Solution – IVR System Set Up and Usage, incorporated as Exhibit 1, Scope of Services and Price Proposal; and

**Whereas**, the Consultant warrants that it is ready, willing and able to deliver these services set forth in Exhibit 1, Scope of Services, Exhibit 1, Schedule of Compensation, and Price Proposal, all on pricing and payment terms equivalent to or more favorable to the County than those contained in the City Colleges Of Chicago Contract No. 32589 as set forth in Attachment 1; and

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained, the sufficiency of which is acknowledged by each of the Parties, the Contractor and the County agree and the information set forth is incorporated by reference herein.

**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

Capitalized terms used in the Agreement are defined in the context in which they are used and shall have the meanings therein indicated. The following words and phrases have the following meanings for purposes of this Agreement:

**"Additional Services"** means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Department require the approval of the Chief Procurement Officer and Consultant in a written modification to this Agreement before Consultant is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services. Any Additional Services shall be billed at Consultant's then current rates through an approved Project Change Order, or as set forth in the Statement of Work.

**"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.

**"County Data"** shall mean all data, including metadata about such data and backup or other copies thereof loaded into the Subscription Services by or on behalf of the County or that Consultant, or its subcontractors, obtains or accesses for the purposes of performing its obligations under this Agreement.

**"Deliverable"** shall mean a hardware deliverable, and any other deliverables provided as part of the Professional Services listed in a Statement of Work "SOW" but shall not include any items, including software and documentation, which County may have licensed from Consultant or another party under separate

contract.

**"Department"** means the Enterprise Resource Planning.

**"Disaster"** shall mean any event outside of WFS's control which renders the Subscription Services unavailable, such as, but not limited to, a natural disaster, fire, or an extended power or Network outage.

**"Documentation"** means all written or electronic materials provided to County by Consultant, and marked as confidential under the SOW, for facilitating use of the Online Service as applicable, but does not include advertising or similar promotional materials.

**"Intellectual Property Rights"** shall mean all copyrights, trade secrets, patents, and other intellectual property rights or portion thereof including , but not limited to, the ideas, methodologies, methods of operation, processes, and look and feel in the Deliverables and the Subscription Services.

**"Network"** means the Internet, phone network, cell phone network, and other transmission methods by which the Subscription Services are delivered.

**"Related Systems"** shall mean County owned or operated computers, web-browsers, operating systems, firewalls, networks, e-mail servers, LDAP servers, portals, data collection equipment, payroll/HR software, ERP software, third party software and any other hardware or software that connect to the Subscription Services or affect the Subscription Services if they are not operating properly or are not configured within parameters required by the Subscription Services, whether or not provided by or deployed by Consultant.

**"Schedule"** means one or more schedules of services to be delivered to the County which are attached to this Agreement.

**"Services"** means, collectively, the professional services, duties and responsibilities described in Article 3 of this Agreement, and further described in Exhibit 1, and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

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

**"Subscription Services"** means term-based ancillary services which may involve internet or phone delivery including the Regulatory Update Service, Compliance Portal, IVR, Text Messaging and Mobile Services and which, if ordered by County, will be included on an applicable Schedule.

**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	Statement of Work and Schedule of Compensation
Exhibit 2	Minority and Women Owned Business Enterprise Commitment and MBE/WBE Utilization Plan
Exhibit 3	Evidence of Insurance
Exhibit 4	Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 5	Economic Disclosure Statement

**ATTACHMENTS**

Attachment 1 City Colleges of Chicago Contract No. 32589

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

**a) Scope of Services**

- i. Consultant must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Consultant shall provide are those described in this Agreement and Exhibit 1 and any

additional Schedules or Statements of Work which are attached to this Agreement and incorporated by reference as if fully set forth here.

- ii. Consultant must provide the Services in accordance with the standards of performance set forth herein. The Services that Consultant must provide include, but are not limited to, those described in Exhibit 1 which is attached to this Agreement and incorporated by reference as if fully set forth here.
- iii. Without limiting the County's obligations hereunder, nothing herein shall prevent the County from providing for itself or obtaining from any third party, at any time during the term of this Contract or thereafter, any type of products or services in any way similar or related to the Services to be provided by Consultant hereunder or any other products or services. Consultant shall not interfere with either the County or any such third party from whom the County obtains any such products or services.
- iv. Consultant shall provide, or shall require the third party service provider, to provide the support for the Subscription Services.
- v. If County suspects a failure of Subscription Service to perform as set forth in the Documentation, it shall notify Consultant, provide a detailed description of the problem, steps to reproduce the problem, and other assistance as Consultant may reasonably request to allow it to investigate the problem. Consultant makes no guarantee that all problems can be resolved.
- vi. County acknowledges that the Subscription Services may be subject to limitations, delays, and other problems which are beyond Consultant's control and that Consultant shall have no liability for any delays, failures, or unavailability resulting from such problem. Notwithstanding anything else in this Agreement, in the event that a Subscription Service fails or is not available, Consultant's sole and exclusive liability in any way related to such unavailability of the Subscription Service will be to return the fees paid for the Subscription Service for the period of time the service was unavailable.
- vii. Notwithstanding anything else in this Agreement, including, but not limited to, claims for breach of confidentiality or Intellectual Property Right infringement, (a) Consultant shall have no liability whatsoever for the Subscription Services and does not warrant them, and (b) THE THIRD PARTY VENDORS SHALL HAVE NO LIABILITY TO THE COUNTY, and (d) THE SUBSCRIPTION SERVICES ARE PROVIDED ON AN "AS-IS" BASIS AND WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, and (e) THE THIRD PARTY VENDORS AND CONSULTANT DISCLAIM ALL WARRANTIES WITH RESPECT TO THE SUBSCRIPTION SERVICES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND INFORMATION COMPLETENESS, UNINTERRUPTED USE, CURRENCY OR ACCURACY.

- viii. Notwithstanding anything contained herein or in Attachment 1 to the contrary, Attachment 1 has been attached to this Agreement for informational purposes only. The terms and conditions within Attachment 1 shall not modify, delete or add to the terms and conditions within this Agreement.

**b) Subscription Services**

Consultant shall provide access to the Subscription Services to County via the Network as specified in the Schedules. Consultant may periodically update and make available new versions of the Subscription Services, but makes no representations as to the frequency of such new releases or the features, enhancements, or corrections that will be provided in new releases.

County shall limit the access to the Subscription Services to its own employees, consultants, and other authorized users and shall not make the Subscription Services available to third parties or make it available on a service bureau basis.

**c) Disaster Recovery  
(Intentionally Omitted)**

**d) Protection and Security**

To the extent that the Consultant relies upon, outsources to, or uses the services of third parties in the performance of Consultant's obligations under this Agreement, the Consultant shall ensure and assume all responsibility, and accompanying liability, that such third parties safeguard and secure County's Data as required by law and in compliance with industry-standard best practices as updated.

**e) Protection and Privacy**

To the extent that the Consultant relies upon, outsources to, or uses the services of third parties in the performance of Consultant's privacy program, Consultant shall ensure and assume all responsibility, and accompanying liability, for such third parties as related to Consultant's aforementioned privacy program

**f) Incident Response  
(Intentionally Omitted)**

**g) Data Ownership**

County shall retain ownership in all County Data and Consultant shall have no property interest in, and may assert no lien on or right to withhold from the County the Customer Materials or County Data under this Agreement.

**h) Data Retention, Delivery and Destruction  
(Intentionally Omitted)**

**i) Acceptance of Deliverables**

In carrying out its Services, Consultant must prepare or provide to the County various Deliverables as set forth in Exhibit 1. Deliverables may include work product such as written reviews, recommendations, reports and analyses, concepts, ideas, methods, methodologies, procedures, processes, know-how and techniques, templates, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems produced by Consultant solely for the County as described in Exhibits 1.

Consultant warrants it will provide the professional Services in a professional and workmanlike manner, consistent with standards in the industry. Except as otherwise stated in this Agreement, including its exhibits, Consultant's sole liability for any services not meeting these standards will be for Consultant to re-perform the services which were deficient at no additional cost to County.

Consultant warrants that each Deliverable shall materially meet the specifications as set forth in the Statement of Work for a period set forth in the applicable SOW. Should County find and report in writing any material variances between the Deliverables and the specifications during this timeframe, Consultant will at no additional cost correct such Deliverables so they meet the specifications. To avail itself of this warranty, the following procedure shall be adhered to:

The County may reasonably reject Deliverables that do not include all documents or other materials and requirements specified in the SOW. Acceptance or rejection of Deliverables shall be in accordance with the time frames provided in the applicable SOW.

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.

**j) Standard of Performance**

Consultant must perform all professional 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 professional Services to be provided under this Agreement.

The Parties acknowledge that they are entrusted with or have access to valuable and confidential information and records of the other party and with respect to that information The Parties agree to be held to the standard of care of a fiduciary.

Consultant must assure that all professional 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 upon County request. Subject to the terms of the relevant SOW, Consultant remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Consultant or its Subcontractors or others on its behalf.

**k) 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, and qualified to perform the Services. Consultant must include among its staff the Key Personnel and positions as identified below. Consultant shall appoint one individual (the "**Workforce Account Representative**") to coordinate the performance of Consultant's obligations under, and to act as Consultant's representative regarding, the Agreement. The Workforce Account Representative will (i) serve as the single point of accountability for the Services and (ii) have the authority on behalf of Consultant to decide all questions of a day-to-day nature that may arise under the Agreement. Consultant may not replace the person serving as the Workforce Account Representative, without the written consent of the County, which consent shall not be unreasonably withheld, delayed or conditioned. 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**

With the exception of subsection iii below, Consultant must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold, condition, or delay. "**Key Personnel**" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.k(2). The County shall have the opportunity to review, interview and reasonably approve all Key Personnel. The Department may at any time in writing notify Consultant that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. A request by County to remove Consultant's key personnel shall be reasonable and not for an unlawful purpose. 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. County understands and acknowledges that any delay caused by the removal of Key Personnel, at the request of County,

may result in delays to the Deliverables. In the event of such delay, Consultant shall not be responsible for affected milestone or delivery dates.

iii. Control of Consultant Personnel

Notwithstanding the foregoing sections i and ii, Consultant has the option in its sole and absolute discretion to terminate the participation of any of Consultant's personnel assigned to perform Services under this Agreement for the following: (i) personnel voluntarily resigns from Consultant; (ii) personnel is dismissed by Consultant; (iii) personnel is unable to work due to his or her disability; or (iv) a delay in the provision of the Services caused by Customer.

List of Key Personnel to be provided within two (2) business weeks within the start of the applicable SOW:

Name:	Title:
_____	_____
_____	_____

iv. Salaries and Wages

Consultant will pay, and make a commercially reasonable effort to ensure that its subcontractors will pay the salaries and wages due their respective employees performing Services under this Agreement in accordance with the Cook County ordinances and all applicable federal, state and local laws.

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

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

**m) Insurance Requirements of the Consultant**

Prior to the effective date of this Contract, the Consultant, 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 Consultant's responsibility for payment of damages resulting from its operations under this Contract. The insurance purchased and maintained by the Consultant shall be primary, non-contributory and not excess or pro rata to any other insurance issued to the County.

The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The limits of liability shall be as stated below, unless, prior to the effective date of this Contract, written approval is granted by the Cook County Department of Risk Management for variance from those limits.

i. **Workers Compensation Insurance**

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

The Workers Compensation policy shall also include the following provisions:

- (1) Employers' Liability coverage with a limit of  
\$1,000,000 each Accident  
\$1,000,000 each Employee  
\$1,000,000 Policy Limit for Disease  
The Employers Liability Limits may be combined with either and Excess or Umbrella Liability Policy.
- (2) Broad form all states coverage

ii. **Commercial General Liability Insurance**

The Commercial General Liability shall be on an occurrence form basis to cover bodily injury and property damage including loss of use.

General Liability limits shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit for bodily injury and property damage with defense outside the limits. The General Liability policy shall include, without limitation the following coverages:

- (1) All premises and operations;
- (2) Contractual Liability;
- (3) Products/Completed Operations;
- (4) Employees included as additional insured;
- (5) Broad Form Property Damage Liability;
- (6) Cross Liability
- (7) Independent Contractors

iii. **Commercial Automobile Liability Insurance**

When any motor vehicles are used in connection with the Services to be performed, Consultant shall secure Commercial Automobile Liability Insurance to cover all owned, leased, non-owned and hired automobiles, trucks and trailers. The Commercial Automobile Liability Insurance limits shall not be less than the following:

- (1) Liability - All Autos: Bodily Injury & Property Damage –  
\$1,000,000 per Occurrence
- (2) Uninsured/Underinsured Motorists: Per Illinois Requirements

iv. **Professional Liability (Primary & Excess)**

Consultant 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 Consultant's obligations under this Agreement, and shall have a limit of liability of not less than \$5,000,000 in the aggregate. Aggregate limits must be unimpaired with a deductible of not more than \$100,000. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

Subcontractors performing services for the Consultant must maintain limits of not less than \$2,000,000 with the same terms in this section.

- (1) Any retroactive date or prior acts exclusion must predate both the date of this agreement and any earlier commencement of any services.
- (2) Coverage must be maintained for a minimum of two (2) years after final completion of the services or work provided by the Vendor.

v. **Cyber and Privacy & Securities Liability (Primary and Excess)**

Coverage for, but not limited to, Privacy and Security coverage which shall include loss arising from Service Interruption, Confidentiality Breaches and Privacy Invasion, Software Failure, Information Assets Coverage and Business Income/Extra Expense coverage with minimum policy limits of \$1,000,000 in the aggregate.

- (1) Any retroactive date or prior acts exclusion must be predated both the date of this agreement and any earlier commencement of any services.
- (2) Coverage must be maintained for a minimum of two (2) years after final completion of the services or work provided by the vendor.

vi. **Umbrella/Excess Liability**

Consultant shall secure coverage in excess of general liability, automobile liability, employers liability in the amount of a least \$4,000,000 per occurrence with defense outside the limit.

vii. **Conditions Apply to All Coverage**

Any deductibles or self-insured retentions must be declared to and approved by Cook County Risk Management Department.

viii. **Additional requirements**

- (1) Additional Insured

Cook County, shall be listed as additional insureds under the Commercial General Liability insurance, Commercial Automobile Liability, Cyber and Privacy & Securities Liability Insurance.

(2) **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 written consent of the Cook County Department of Risk Management.

(3) **Insurance Notices**

With regard to all policies of insurance which may be required under terms of this Contract, Consultant shall notify the Office of the Chief Procurement Officer at least 30 days prior to the effective date of any cancellation or modification of such policies. Prior to the date on which Consultant commences performance of its part of the work, Consultant shall furnish to the County certificates of insurance maintained by Consultant.

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 Consultant's obligations to obtain insurance pursuant to these insurance requirements.

(4) **Subrogation and Waiver**

- (i) The Consultant shall require all policies of insurance that are required hereunder and are secured and maintained by Consultant and all tiers of subcontractors to include clauses providing that each underwriter shall waive all of its rights of recovery, under subrogation or otherwise, against Cook County, Board of Commissioners, and employees of the County.
- (ii) The Consultant shall waive all rights of recovery against Cook County, Board of Commissioners, employees of the County and other Contractors and subcontractors which Consultant may have or acquired because of deductible clauses in or inadequacy of limits of any policies of insurance that are in any way related to the work and that are secured and maintained by Consultant.

**n) Indemnification and Limitation of Liability**

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, contractors, subcontractors, licensees or invitees of the Consultant. The Consultant expressly understands and agrees that any 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.

In no event shall Consultant be liable for any loss of profits, loss of use, loss of data, interruption of business or indirect, special, incidental or consequential damages of any kind in connection with or arising out of the furnishing, performance or use of the Deliverables, the Subscription Services, or the Services supplied by Consultant, whether alleged as a breach of contract or tortious conduct. The limitation of liability specified in this Section applies regardless of the cause or circumstances giving rise to such losses or damages, including without limitation, whether Consultant has been advised of the possibility of damages, the damages are foreseeable, or the alleged breach or default is a fundamental breach or breach of a fundamental term.

Consultant's liability for damages shall not, in any event, exceed \$100,000.

**o) Confidentiality and Ownership of Documents**

The Parties acknowledge and agree that certain information regarding this Contract, including pricing, is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by either party in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of each party's performance hereunder. Each party shall comply with the applicable privacy laws and regulations affecting the other party and will not disclose any of the other party's Confidential Information, unless otherwise allowed by this Agreement. Each party may share Confidential Information of the other party with employees or Consultants (so long as the Consultant is not a competitor of, or employed by a competitor of Consultant) who have a need to know the Confidential Information, and are bound by confidentiality terms, no less stringent than hereunder. 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.

To the extent that, in connection with the Agreement, the County comes into possession of any of Consultant's intellectual property or trade secrets, the County agrees to use Consultant's Confidential Information solely for the purposes of the Agreement, and will not disclose such Confidential Information to any third party without Consultant's prior written consent. The County agrees to maintain Consultant's intellectual property and trade secrets in confidence using at least the same degree of care as it employs in maintaining in confidence its own proprietary and confidential information, but in no event less than a reasonable degree of care. The administrative portions used to setup the Subscription Services and its Documentation (collectively the "Confidential Deliverables") are trade secrets of Consultant and contain especially valuable Intellectual Property Rights.

County shall limit access to Confidential Deliverables to those on a need to know basis and shall not duplicate this portion of the Documentation. If the County discloses or uses (or threatens to use or disclose) any of Consultant's intellectual property in breach of the confidentiality protections under the Agreement, Consultant shall have the right, in addition to any other remedies available, to seek injunctive relief to enjoin such acts, as the parties acknowledge that any other available remedies may be inadequate. Consultant shall in good faith use its commercially reasonable to notify County of any alleged breach of the confidentiality provisions. Notwithstanding the foregoing, Consultant acknowledges that certain information may be subject to disclosure under the Illinois Freedom of Information Act ("FOIA"). County agrees that it shall not disclose those items clearly marked as confidential that are exempted from disclosure under FOIA.

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract shall be included in the Deliverables and shall be the property of the County of Cook, except to the extent that the foregoing items and Deliverables which contain pre-existing materials of the Consultant, in which case Consultant shall provide to County of Cook a worldwide, royalty free rights to use such pre-existing materials for the duration of the Agreement, and subject to the Confidentiality provisions in this Agreement.. It shall be a breach of this Contract for the Consultant to reproduce or use any documents, data, studies, reports, owned by and obtained from the County of Cook. Whether such reproduction or use is for Consultant's own purposes or for those of any third party. During the performance of the Agreement, Consultant shall be responsible of any loss or damage to the aforementioned items 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 such items and the work at all times.

All Deliverables and documents that Consultant creates solely for the County under this Agreement and which do not contain any pre-existing Consultant materials are created as a work for hire. To the extent that Deliverables and documents that the Consultant creates solely and which do not contain pre-existing Consultant materials for the County are not works for hire, the Consultant assigns to the County, for no additional consideration, all rights, including copyrights, in all Deliverables and documents prepared by the Consultant solely for the County under this Agreement. Notwithstanding the foregoing, and subject to any applicable confidentiality restrictions set forth herein, nothing in the Agreement shall be deemed to limit Consultant's right to use any ideas, concepts, processes, techniques, expertise and know-how gained by Consultant as a result of the performance of the Services hereunder (collectively, "**New Ideas**") and County hereby grants Consultant a worldwide, non-exclusive, transferable, fully paid up, perpetual right and license to use the New Ideas without restriction. Additionally, the Consultant must obtain the County's prior written consent to use and reproduce any aggregated and statistical data derived from the operation of the Services, including, without limitation, the number of records in the Service, the number and types of transactions, configurations, and reports processed in the Service and the performance results for the Service (the "**Aggregated Data**") for the purpose of operating Consultant's business, and such consent shall not be unreasonably withheld by the County, provided that Consultant shall not reveal any Confidential Information of the County.

**p) Patents, Copyrights and Licenses**

Pursuant to the limitations in Article 3, subsection (n), Consultant agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and Consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of the Online Service 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; provided that (a) County promptly notifies Consultant of any such claim, and (b) permits Consultant to defend with counsel of its own choice, in accordance with Illinois law, and (c) County gives Consultant such information and/or assistance in the defense thereof as Consultant may reasonably request, and (d) County promptly installs new versions of the Deliverables and destroys old versions of the Deliverables. If a Deliverable or the Online Service is determined or adjudged to infringe an Intellectual Property Right, Consultant shall, at its expense and election either (i) procure the right for County to continue using the infringing items, (ii) replace the infringing items with a functionally equivalent non-infringing product, (iii) modify the infringing items so that they are non-infringing, or (iv) terminate this Agreement and refund the unexpired portion of any fees paid. The provisions of this section constitute the entire liability of Consultant and sole remedy of County with respect to any claims or actions based in whole or in part upon infringement or violation of an Intellectual Property Right of any third party.

**q) Examination of Records and Audits**

Not more than once annually, 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 upon reasonable notice and at County's expense. The Consultant shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract. Auditor shall also have such rights relating to SSAE-16 and SOC reports as set forth in Section 3(d) of this Agreement.

The Consultant agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the subConsultant agrees that the Cook County Auditor or any of its duly authorized representatives shall, not more than once annually, with reasonable notice, and during normal business hours, 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 subConsultant involving transactions relating to the subcontract, or to such subConsultant's 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.

The above 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.

**r) Subcontract Subcontracting or Assignment of Contract or Contract Funds**

Once awarded, except in the event of a sale, merger, or similar transaction, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer. Such approval shall not be unreasonably withheld, conditioned, or delayed. In the event of a sale, merger, or similar transaction, the Consultant shall provide written notification to the Chief Procurement Officer of the successor entity. In no case, however, shall such approval change the terms of the Contract. 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 Agreement, and during the term of this Agreement the Consultant shall identify in writing to the Chief Procurement Officer the names of any and all subConsultants it intends to use in the performance of the Contract. The Chief Procurement Officer shall in her reasonable discretion, have the right to disapprove any subConsultant. Identification of subConsultants to the Chief Procurement Officer shall be in addition to any communications with County offices other than the Chief Procurement Officer. Consultant shall incorporate into all prime subcontracts all of the provisions of the Contract which directly pertain to such subcontracted work. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Consultant must disclose the name and business address of each subConsultant, lobbyist 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 lawful reason. All Consultants and subConsultants 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.

#### **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 **March 31, 2016** ("**Effective Date**") and continue until **December 31, 2018** or until this Agreement is terminated in accordance with its terms, whichever occurs first. Any SOW or Schedule not expressly terminated shall continue in full force and effect throughout the term of this Agreement.

##### **b) Agreement Extension Option**

The Chief Procurement Officer may upon ninety (90) days prior to the expiration of this Agreement notify Consultant County's intention to extend this Agreement for up to an additional one (1) two-year periods. With the exception of pricing for any extension period, each extension shall be under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, and mutually agreed on in writing by The Parties in accordance with the provisions of Article 10.c.

##### **c) Timeliness of Performance**

Unless otherwise agreed to by the parties through a project change order, 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 and Exhibit 1

After a delay of forty-five (45) or more days caused by the County, in which the Consultant is unable to materially perform Professional Services as set forth in the Statement of Work, Consultant shall have the right to cease work on the project without liability, and recover: (1) any costs incurred to cease work; (2) any costs related to restarting the work; and (3) a pro-rata portion of any milestone-based payment due at the time Consultant ceases work (collectively "Delay Costs"). The County's total cumulative limitation of liability for any claims, actions, or lawsuits

brought by the Consultant, in which the Consultant alleges that it has sustained damages, expenses, or losses incurred by the Consultant by reason of delays in the performances caused directly by the County, under this Agreement and Contract 11-53-051 for Enterprise Time and Attendance System including but not limited to the Delay Costs, shall not exceed \$200,000.

## **ARTICLE 5) COMPENSATION**

### **a) Basis of Payment**

The County will pay Consultant according to the Schedule of Compensation in the attached Exhibit 1 for the successful completion of services.

Unless indicated otherwise in a SOW, County shall pay for Additional Services delivered and travel time on a time and materials basis to Consultant or its designated representative.

If County reasonably disputes an invoice, County must pay the undisputed amount when due and submit written notice of the disputed amount (with details of the nature of the dispute and the invoice(s) disputed) within sixty (60) days of receipt of the invoice.

If County cancels the Agreement prior to the end of the contract term for convenience, County shall be immediately pay the Consultant 100% of the remaining annual Subscription Services Fees in accordance with Exhibit 1.

If Consultant terminates this Agreement for County's breach, County shall immediately be liable for a cancellation fee equal to the minimum payments due per this Agreement for the remainder of the term as set forth in the Exhibit 1.

### **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 SubConsultants within 15 days after receipt of payment from the County, provided that such SubConsultant 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 SubConsultant when the SubConsultant'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 SubConsultant exercising legal or contractual rights.

**c) Funding**

The total not to exceed fee for this Agreement is **\$147,500** as identified in Exhibit 1, Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 1 without a written amendment in accordance with Section 10.c. Notwithstanding anything to the contrary within or in Exhibit 1, Consultant shall not be obligated to provide any Services after the cap of **\$147,500** has been reached unless and until a written amendment has authorized additional funds to cover the Services.

**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. In the event of such termination, the County shall not be entitled to a refund of any prepaid but unused Online Service fees. The

County shall be obligated to include sufficient funding for the Term of Performance as a line item on any annual budget submitted for approval to ensure County's obligations under this Agreement are fulfilled.

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  
(Intentionally Omitted)**

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 shall in no way limit the Consultants' right to seek an action in law or equity. The Consultant agrees that it shall in good faith use commercially reasonable efforts notify the County of its intention to bring an action in law or equity, in accordance with this Agreement. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity, except for injunctive relief to enforce confidentiality provisions herein. The parties may exercise their contractual remedies, if any, if no decision is made within forty-five (45) 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, the parties shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding.

## **ARTICLE 7) COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE WITH ALL LAWS**

The Consultant, SubConsultant, 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 SubConsultant 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 SubConsultants 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 SubConsultant for any purpose in the performance of its Services under this Agreement;
- iv. warrants that Consultant and its SubConsultants are not in default at the time this Agreement is signed, and have not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County;
- v. warrants that: (a) all Professional Services, as set forth in Exhibit 1, will be performed in a good and workmanlike manner by individuals with levels of

knowledge, skill and experience commensurate with the requirements of the Agreement; (b) the Deliverables will materially conform to relevant specifications, for a period of Acceptance (as defined in the SOW) of the Deliverables; (c) 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 accordance with the provisions and requirements of this Agreement;

- vi. represents that Consultant and, to the best of its knowledge, its SubConsultants are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Cook County Code of Ordinances; and
- vii. acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.1 and 9.3.

**b) Ethics**

- i) In addition to the foregoing warranties and representations, Consultant warrants:
  - (1) no officer, agent or employee of the County is employed by Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.
  - (2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any SubConsultants to the prime Consultant or higher tier SubConsultants or anyone associated with them, as an inducement for the award of a subcontract or order.

**c) Joint and Several Liability**

If Consultant (including its successors or assigns) is comprised of more than one legal entity, then each such legal entity agrees to be bound by the terms herein. Performance of Consultant's obligations is the joint and several obligation or undertaking of each such legal entity.

d) **Business Documents**

At the request of the County, Consultant must provide copies of its latest Certified Articles of Organization or Certificate of Good Standing.

e) **Conflicts of Interest**

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 SubConsultants if any (collectively, "**Contracting 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.
- ii. 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, to the extent permitted by Consultant's relationships with its clients. 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. The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.11 of this Agreement.
- v. 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 SubConsultant 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:
  - (1) 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;
  - (2) 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;
  - (3) Discontinuance of the Services for reasons within Consultant's reasonable control; and
  - (4) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- iii. Except in the event of a sale, merger, or similar transaction, 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, condition, or delay.
- iv. Failure to comply with Article 7 in the performance of the Agreement.
- v. Consultant's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the reasonable

opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

- vi. County's failure to fulfill a payment obligation under the Agreement, excluding the invoice dispute provision set forth herein in Article 5.

**b) Remedies**

The occurrence of any event of material default permits the County, at the County's sole option, to declare Consultant in default. The Chief Procurement Officer shall give Consultant an opportunity to cure the default within a reasonable period of time, which period of time shall not exceed 30 days, unless extended by the Chief Procurement Officer. Whether to declare Consultant in default is within the reasonable 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. Notwithstanding the foregoing, any such decision by the Chief Procurement Officer to declare Consultant in breach shall not limit Consultant's ability to challenge such decision in court.

The Chief Procurement Officer will give Consultant written notice of the default in the form of a cure notice ("**Cure Notice**"), or, in the event of a failure to cure if no additional opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice.

The Chief Procurement Officer may give a Default Notice if Consultant fails to effect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Consultant must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated and paid for 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
- 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. Subject to the terms of the Agreement, the right of specific performance, an injunction or any other appropriate equitable remedy as ordered by a court of law;
- iv. The right to money damages, as ordered by a court of law;
- v. The right to withhold a reasonable portion of Consultant's compensation under this Agreement, in accordance with the invoice dispute provision in Article 5;

- 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.

If County commits a material breach of this Agreement, including but not limited to County's payment obligations, in violation of the invoice dispute provision set forth in Article 5, and should such breach not be corrected within thirty (30) days after receipt by County of written notice from Consultant, this Agreement may be terminated by Consultant without further notice.

Subject to the terms of this Agreement, including but not limited to Article 3 Section (m), 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 non-breaching party considers expedient.

**c) Early Termination**

In addition to termination under Articles 9.a and 9.b of this Agreement, the County may terminate this Agreement or any portion thereof in accordance with the provisions of Article 11 ("Notices"). The effective date of termination will be the date stated in the notice. If the County exercises its right to early termination, as set forth in this Section, the County shall be liable and pay the Consultant 100% of the remaining Subscription Services Fees in accordance with Exhibit 1.

In the event the County terminates under this provision, after the Consultant receives the notice, Consultant must restrict its Professional Services, and those of its SubConsultants, to winding down any reports, analyses, other activities previously begun, and those Services as set forth in Section 9.d. below. No costs for Professional Services incurred after the effective date of the termination are allowed. Payment for any Professional Services actually performed before the effective date of the termination is on the same basis as set forth in Article 5. No amount of compensation, however, is permitted for anticipated profits on unperformed Professional 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 Professional Services satisfactorily performed under this Agreement. The foregoing provision shall not apply to the early termination fee for the Online Service as set forth in this Section

9(c) Consultant will not be entitled to make any early termination claims against the County resulting from any SubConsultant'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 Articles 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 Article 9.c.

**d) Suspension**

The County may at any time request that Consultant suspend the Professional 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 where the County is unable to provide notice to Consultant. No costs incurred after the effective date of such suspension are allowed. Consultant must use commercially reasonable efforts resume its performance of the Professional 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 Professional Services. Any additional costs or expenses actually incurred by Consultant as a result of recommencing the Professional 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). This section shall not apply to the Online Services.

**e) Right to Offset  
(Intentionally Omitted)**

**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. County understands and acknowledges that any delay caused by County may result in delays to the Deliverables. In the event of such delay, Consultant shall not be responsible for affected milestone or delivery dates.

**g) Prepaid Fees  
(Intentionally Omitted)**

## **ARTICLE 10) GENERAL CONDITIONS**

### **a) Entire Agreement**

#### **i. General**

This Agreement, any schedules 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**

Both parties acknowledge 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 party, its officials, agents or employees, has induced the other party to enter into this Agreement or has been relied upon by the parties, including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the nature of the Services to be performed; (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement; (iv) the general conditions which may in any way affect this Agreement or its performance; (v) the compensation provisions of this Agreement; or (vi) any other matters, whether similar to or different from those referred to in (i) through (vi) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

#### **iii. No Omissions**

Both parties acknowledge that they were 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. Both parties did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, both parties relinquish 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 modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing. In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

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

No County department or employee thereof has authority to make any modifications or amendments to this Contract. Any modifications or amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable, except for any work or services provided pursuant to the Project Change Management Process as set forth in Exhibit 1.

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

**d) Governing Law and Jurisdiction**

This Contract shall be governed by and construed under the laws of the State of Illinois. The 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**

The Parties must at all times cooperate fully with the other party and act in a commercially reasonable manner. Upon the expiration or earlier termination of this Agreement, the Consultant shall provide transition assistance to County for the purposes of transitioning to a new IVR system. All such transition assistance shall be performed at the Consultant's then current professional service rates upon a payment schedule and project timeline to be agreed upon by the parties.

**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 unless such damages are caused by the actions of the County as determined by a court.
- ii) Consultant is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.
- iii) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Consultant.

**j) Governmental Joint Purchasing Agreement**

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

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. The renegotiated price shall be contingent on the County and the other agencies maintaining 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.

**m) Agreement Not to Hire.**

To the extent permitted by law, the Parties agree not to solicit or hire (either as an employee, an independent Consultant, or Consultant through a third party) any current or former employee or Consultant, of the other party, for a period of twelve (12) months from the termination of their employment. Notwithstanding the foregoing, nothing in this section shall prohibit the use of a general advertisements or public solicitations for employment.

**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  
Enterprise Resource Planning Director  
69 W. Washington Street, Room 442  
Chicago, Illinois 60602

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:       Workforce Software, LLC  
37705 Seven Mile Rd., Suite 300  
Livonia, MI 48152  
Attention: Legal Department

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**

Statement of Work  
and Schedule of Compensation

<p>This schedule ("Schedule") is made a part of and governed by the terms of the Professional Services Agreement Contract No. 1514-15100 dated March 2016, (the "Agreement") between WorkForce Software, LLC ("Contractor") and the County of Cook ("County") as defined herein.</p>	<p>Customer: County of Cook</p> <p>Address: 118 N. Clark Street Chicago, IL 60602</p>	<p>Schedule Effective Date: 3/31/2016</p> <p>Commencement Date: 3/31/2016 - 12/31/2018 with one (1) two-year renewal option</p> <p>Service Term:</p>
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Item	Description	Quantity	Fees	Payment
<b>Items Ordered and Description of Fees:</b>				
1. IVR Clock In/Out - PMIN Fee	Touch tone time entry service per minute, call duration rounded up to the nearest 15 seconds, minimum call time 30 seconds	Actual usage per month with a monthly minimum of \$2,000	PMIN call charges from US - \$0.08 PMIN call charges from Canada - \$0.10 PMIN call charges from US territories - \$0.25	Minimum Amount Due Per Year: \$24,000 Year 1: 3/31/2016 - 12/31/2016 Year 2: 1/1/2017 - 12/31/2017 Year 3: 1/1/2018 - 12/31/2018 Usage in excess of \$2,000 per month will be billed at the end of each month.
2. IVR Clock In/Out - Setup Fee	IVR setup fee, translation fees for Spanish and Polish	1	\$9,000	



WorkForce Software  
SaaS Services Schedule

<p>3. IVR Reporting Sick – PMIN Fee</p>	<p>Touch tone time entry service per minute, call duration rounded up to the nearest 15 seconds, minimum call time 30 seconds</p>	<p>Actual usage per month with a monthly minimum of \$1,500</p>	<p>PMIN call charges from US - \$0.08 PMIN call charges from Canada - \$0.10 PMIN call charges from US territories - \$0.25</p>	<p>Minimum Amount Due Per Year: \$18,000 Year 1: 3/31/2016 – 12/31/2016 Year 2: 1/1/2017 – 12/31/2017 Year 3: 1/1/2018 – 12/31/2018 Usage in excess of \$1,500 per month will be billed at the end of each month.</p>
<p>4. IVR Reporting Sick – Setup Fee</p>	<p>IVR setup fee, translation fees for Spanish and Polish</p>	<p>1</p>	<p>\$12,500</p>	
<p><b>Payment Schedule for Items Ordered:</b></p>				
<p>Total Setup Fee</p>			<p>\$21,500</p>	<p>Invoiced on the Schedule Effective Date</p>
<p>Total IVR Service Minimum Fees Per Year</p>			<p>\$42,000</p>	<p>Invoiced in advance Plus Excess Usage Fees, if any</p>
<p>AMOUNT DUE – YEAR 1</p>			<p>\$67,000</p>	<p>Invoiced in advance Plus Excess Usage Fees, if any</p>
<p><b>TOTAL AMOUNT DUE</b></p>			<p><b>\$147,500</b></p>	<p><b>Plus Excess Usage Fees, if any</b></p>

**Definitions**

PMIN = Per Minute | PY = Per Year

**NOTES AND INSTRUCTIONS**

The following shall apply to the services and items ordered on this Schedule and are included by reference herein.



WorkForce Software  
SaaS Services Schedule

- 1. One (1) Production and (1) Test Environment shall be provided.

All capitalized terms used in this Schedule have the meanings set forth herein or as specified in the Agreement. Execution of this Schedule represents County's and Contractor's acceptance of all terms of the Agreement and the Conditions set forth herein. Except as expressly set forth or modified herein, all terms of the Agreement shall remain in full force and effect.

COUNTY OF COOK

Date:

30 March 2016

Signature:

Shannon E. Andrews

Printed Name:

SHANNON E. ANDREWS

Title:

CPO

WORKFORCE SOFTWARE, LLC

Mar-30-2016

Date:

Signature:

Bob Fuller

Printed Name:

ROBERT FULLER

Title:

Chief Financial Officer

DocuSigned by:

**EXHIBIT 2**

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:

<b>Contract Type</b>	<b>Goals</b>
<b>MBE</b>	<b>WBE</b>
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 35%, but the County has granted a full waiver for the 35% participation goal.** 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](http://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](http://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 than 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

March 24, 2016

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

Re: Contract No. 1514-15100  
Electronic Time & Labor Management System Solution IVR System Set up and Usage  
Enterprise Resource Planning (ERP)

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:** WorkForce Software, Inc.  
**Contract Value:** \$147,500.00  
**Contract Goal:** 35% overall MBE/WBE

**Full Waiver Granted:** The nature of this increase is related to the IVR services portion of the contract, which are proprietary and not available for subcontracting.

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

Sincerely,

Jacqueline Gomez  
Contract Compliance Director

JG/ate

Cc: Adriaan Jelk-Brown, OCPO  
Tom Lynch, ERP

**PETITION FOR REDUCTION/WAIVER OF MBE/WBE PARTICIPATION - FORM 3**

**A. BIDDER/PROPOSER HEREBY REQUESTS:**

FULL MBE WAIVER

FULL WBE WAIVER

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

\_\_\_\_ % of Reduction for MBE Participation

\_\_\_\_ % of Reduction for WBE Participation

**B. REASON FOR FULL/REDUCTION WAIVER REQUEST**

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request.

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

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

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

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

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

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

(2) Used the services and assistance of the Office of Contract Compliance staff. **(Please explain)**

(3) Timely notified and used the services and assistance of community, minority and women business organizations. **(Attach of copy written solicitations made)**

(4) Followed up on initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. **(Attach supporting documentation)**

(5) Engaged MBEs & WBEs for direct/indirect participation. **(Please explain)**

**D. OTHER RELEVANT INFORMATION**

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

**PETITION FOR WAIVER of MBE/WBE PARTICIPATION (SECTION 3)**

**(CONTINUED)**

**B. REASON FOR FULL/REDUCTION WAIVER REQUEST**

(4) WorkForce Software is requesting a waiver for the Interactive Voice Response (IVR) implementation because it is proprietary service and integration with our partner firm X/O. The IVR product and implementation services are not available on the open market other than by our firm and X/O.

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

Due to the fact the IVR services are completely proprietary, WorkForce Software has not engaged any M/WBE participation.

Note: This M/WBE waiver does not impact the commitments WorkForce Software has already made on the overall Time & Attendance Implementation project (Contract #11-53-051).

**EXHIBIT 3**

Evidence of Insurance



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/16/2015

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

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

<b>PRODUCER</b> Hylant Group Inc - Ann Arbor 24 Frank Lloyd Wright Dr J4100 Ann Arbor MI 48105	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 734-741-0044		<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> WORKF-1 WorkForce Software, LLC 38705 Seven Mile Road, Ste 300 Livonia MI 48152	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A :StarNet Insurance Company</b>		40045
	<b>INSURER B :Berkley National Ins Co</b>		38911
	<b>INSURER C :Lloyds of London</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
<b>INSURER F :</b>			

**COVERAGES**                      **CERTIFICATE NUMBER: 185207552**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			TCP7001087	7/21/2015	7/21/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			TCP7001087	7/21/2015	7/21/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			TCP7001087	7/21/2015	7/21/2016	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	TWC7001088	7/21/2015	7/21/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	E&O / Privacy (aka Cyber)			USC2672213	9/4/2015	9/4/2016	\$10,000,000 Aggregate Limit

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
Excess Umbrella, Insurer F, Continental Casualty Company, L604652387, 7/21/15 to 7/21/16; \$4,000,000 limit  
The Errors & Omissions insurance referenced above includes Cyber/Privacy Liability. For General Liability, Cook County, its officials, employees and agents are an additional insured on a primary and non-contributing basis per written contract with the insured.

<b>CERTIFICATE HOLDER</b> Cook County, ifs officials, employees and agents 118 N. Clark St Chicago IL 60602	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**EXHIBIT 4**

Identification of Subcontractor/Supplier/Subconsultant Form

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

<b>OCPO ONLY:</b>	
<input type="radio"/> Disqualification	
<input checked="" 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.: 1514-15100	Date: 3/16/2016
Total Bid or Proposal Amount: \$147,500.00	Contract Title: ELECTRONIC TIME & LABOR MANAGEMENT IVR SYSTEM
Contractor: WORKFORCE SOFTWARE	Subcontractor/Supplier/ Subconsultant to be added or substitute: XO COMMUNICATIONS SERVICES, LLC
Authorized Contact for Contractor: Dennis Tuttle	Authorized Contact for Subcontractor/Supplier/ Subconsultant: XO ACCOUNT MANAGER
Email Address (Contractor): dtuttle@workforce.com	Email Address (Subcontractor): WWW.XO.COM
Company Address (Contractor): 38705 SEVEN MILE ROAD SUITE 300	Company Address (Subcontractor): 2885 ELM HILL PIKE
City, State and Zip (Contractor): LIVONIA, MI 48152	City, State and Zip (Subcontractor): NASHVILLE, TN 37214
Telephone and Fax (Contractor): 734-542-4100	Telephone and Fax (Subcontractor): 615-345-1544
Estimated Start and Completion Dates (Contractor): 3/31/2016 - 12/31/2018	Estimated Start and Completion Dates (Subcontractor): 3/31/2016 - 12/31/2018

~~All bids upon request, a copy of all written subcontractor agreements must be provided to the OCPO.~~ DT

Description of Services or Supplies	Total Price of Subcontract for Services or Supplies
IVR SERVICES	TBD

~~The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable.~~ DT  
 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: DENNIS TUTTLE  
 Name: PROJECT DIRECTOR  
 Title: DENNIS TUTTLE  
 Prime Contractor Signature: \_\_\_\_\_ Date: 3-17-2016

**EXHIBIT 5**

Economic Disclosure Statement

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

<b>Section</b>	<b>Description</b>	<b>Pages</b>
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](http://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](http://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](http://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	Address
Theodore Brunswold	500 N. Dearborn Street # 1030, Chicago, IL 60610
Sarah Sheehan	500 N. Dearborn Street # 1030, Chicago, IL 60610

**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: \_\_\_\_\_ No: \_\_\_\_\_  x

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

---



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

Yes: \_\_\_\_\_ No: \_\_\_\_\_  x

**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.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
**(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)**

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

\_\_\_\_\_  
\_\_\_\_\_

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

**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  Applicant or  Stock/Beneficial Interest Holder

This Statement is an:  Original Statement or  Amended Statement

**Identifying Information:**

Name WorkForce Software, LLC

D/B/A: \_\_\_\_\_ FEIN NO.: 45-386-2733

Street Address: 38705 Seven Mile Rd. Suite 300

City: Livonia State: MI Zip Code: 48152

Phone No.: 734-542-4100 Fax Number: 734-542-0635 Email: \_\_\_\_\_

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

Corporate File Number (if applicable): \_\_\_\_\_

**Form of Legal Entity:**

Sole Proprietor  Partnership  Corporation  Trustee of Land Trust

Business Trust  Estate  Association  Joint Venture

Other (describe) Limited Liability Company

**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
Insight Wildcat Holdings, LLC	1114 Avenue of the Americas, 36 th Floor, New York, NY 10036	79.93%
CKC Holdings, Inc	38705 Seven Mile Rd. Suite 300, Livonia MI 48150	20.07%

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

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

**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

**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

MICHAEL MORINI  
Name of Authorized Applicant/Holder Representative (please print or type)

CEO  
Title

[Signature]  
Signature

3/17/2016  
Date

mmorini@workforcesoftware.com  
E-mail address

734-542-4100  
Phone Number

Subscribed to and sworn before me  
this 17 day of 3, 2016

My commission expires:

X [Signature]  
Notary Public Signature

Notary Seal **JOLANTA NEMANIS**  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF WAYNE  
My Commission Expires Nov. 12, 2021  
Acting in the County of \_\_\_\_\_

WorkForce Software, LLC

Officers and Directors		
President	Michael Morini	38705 Seven Mile Road, Suite 300, Livonia MI 48152
Vice President	N/A	
Secretary	Chris Herter	38705 Seven Mile Road, Suite 300, Livonia MI 48152
Treasurer	Bob Feller	38705 Seven Mile Road, Suite 300, Livonia MI 48152
Director	Kevin Choksi	38705 Seven Mile Road, Suite 300, Livonia MI 48152
Director	Ryan Hinkle	1114 Avenue of the Americas, 36th Floor, New York, NY 10036
Director	Ross Devor	1114 Avenue of the Americas, 36th Floor, New York, NY 10036
Director	Peter Sobiloff	1114 Avenue of the Americas, 36th Floor, New York, NY 10036
Director	Betsy Adkins	1114 Avenue of the Americas, 36th Floor, New York, NY 10036



**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"/> Half-brother |
| <input type="checkbox"/> Nephew  | <input type="checkbox"/> Sister-in-law   | <input type="checkbox"/> Half-sister  |

COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM

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

Name of Person Doing Business with the County: Workforce Software, LLC

Address of Person Doing Business with the County: 38705 Seven Mile Rd. Suite 300 Livonia MI 48152

Phone number of Person Doing Business with the County: 734-542-4100

Email address of Person Doing Business with the County:

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:

Michael Morini, CEO, 734-542-4100

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:

Contract No. 1514-15100

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

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:

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*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

*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*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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*
---	--	--	----------------------------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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*
--	--	--	----------------------------------

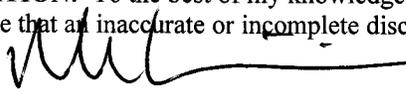
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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*
--	--	--	----------------------------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

*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

3/17/2016  
 \_\_\_\_\_  
 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: Contract No. 1514-15100

County Using Agency (requesting Procurement): Cook County

**II. Person/Substantial Owner Information:**

Person (Corporate Entity Name): WorkForce Software, LLC

Substantial Owner Complete Name: \_\_\_\_\_

FEIN# 45-386-2733

Date of Birth: \_\_\_\_\_ E-mail address: \_\_\_\_\_

Street Address: 38705 Seven Mile Rd, Suite 300

City: Livonia State: MI Zip: 48152

Home Phone: ( 734 ) 542-4100 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.,* **NO**

*Illinois Minimum Wage Act, 820 ILCS 105/1 et seq.,* **NO**

*Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq.,* **NO**

*Employee Classification Act, 820 ILCS 185/1 et seq.,* **NO**

*Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq.,* **NO**

*Any comparable state statute or regulation of any state, which governs the payment of wages* **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 or 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**

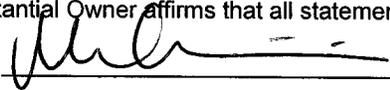
*Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default*  
**YES or NO**

*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:  Date: 3/17/2016

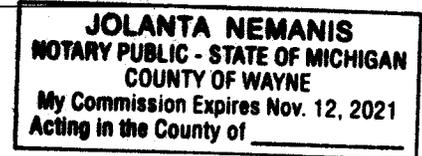
Name of Person signing (Print): Michael Morini Title: CEO

Subscribed and sworn to before me this 17 day of March, 20 16

X   
Notary Public Signature

Notary Seal

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



SECTION 5

CONTRACT AND EDS EXECUTION PAGE  
**PLEASE EXECUTE THREE ORIGINAL PAGES OF EDS**

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**

_____ Corporation's Name	_____ President's Printed Name and Signature
_____ Telephone	_____ Email
_____ Secretary Signature	_____ Date

**Execution by LLC**

Workforce Software, LLC _____ LLC Name:	 _____ *Member/Manager Printed Name and Signature
3/17/2016 _____ Date	734-542-4100, mmorini@workforcesoftware.com _____ Telephone and Email

**Execution by Partnership/Joint Venture**

_____ Partnership/Joint Venture Name	_____ *Partner/Joint Venturer Printed Name and Signature
_____ Date	_____ Telephone and Email

**Execution by Sole Proprietorship**

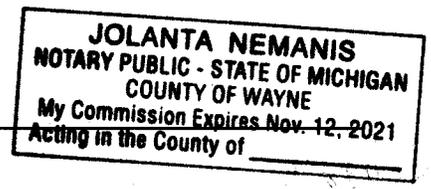
_____ Printed Name Signature	_____ Assumed Name (if applicable)
_____ Date	_____ Telephone and Email

Subscribed and sworn to before me this  
17 day of 3, 2016.

  
\_\_\_\_\_  
Notary Public Signature

My commission expires:

\_\_\_\_\_  
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.

# Delaware

PAGE 1

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT "WORKFORCE SOFTWARE, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE NOT HAVING BEEN CANCELLED OR REVOKED SO FAR AS THE RECORDS OF THIS OFFICE SHOW AND IS DULY AUTHORIZED TO TRANSACT BUSINESS.

THE FOLLOWING DOCUMENTS HAVE BEEN FILED:

CERTIFICATE OF CONVERSION, CHANGING ITS NAME FROM "WORKFORCE SOFTWARE INC." TO "WORKFORCE SOFTWARE, LLC", FILED THE TWENTY-SECOND DAY OF NOVEMBER, A.D. 2011, AT 12:02 O'CLOCK P.M.

CERTIFICATE OF FORMATION, FILED THE TWENTY-SECOND DAY OF NOVEMBER, A.D. 2011, AT 12:02 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "WORKFORCE SOFTWARE, LLC".

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

5069411 8310

150636492

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 2392547

DATE: 05-19-15

**UNANIMOUS WRITTEN CONSENT OF  
THE BOARD OF DIRECTORS OF  
WORKFORCE SOFTWARE, LLC**

**OCTOBER 6, 2015**

THE UNDERSIGNED, being all of the directors (the "Board") of WorkForce Software, LLC ("WFS" or the "Company"), f/k/a WorkForce Software Inc., acting pursuant to Section 18-404(d) of the Delaware Limited Liability Company Act and Section 7.4(c) of the Third Amended and Restated Operating Agreement of the Company (the "Operating Agreement"), hereby consent, approve and adopt the following resolutions as if duly adopted at a meeting of the Board, waiving any objections to notice or quorum.

WHEREAS, the Board would like to appoint a new Chief Executive Officer ("CEO") and President of the Company; and

WHEREAS, the Board would like to appoint a new director to the Board.

NOW THEREFORE, the following resolutions are hereby adopted:

RESOLVED, that effective immediately Kevin Choksi hereby resigns from his positions as CEO and President of WFS.

RESOLVED FURTHER, that effective immediately Michael Morini is hereby elected as the new CEO and President of WFS to serve until his successor shall be duly appointed, unless he resigns, is removed from office or is otherwise disqualified from serving as CEO or President.

RESOLVED FURTHER, that Kevin Choksi shall remain a Board member to serve until his successor shall be duly appointed, unless he resigns, is removed from office or is otherwise disqualified from serving as a director.

RESOLVED FURTHER, that effective immediately Michael Morini is hereby elected as a member of the Board, to serve until his successor shall be duly appointed, unless he resigns, is removed from office or is otherwise disqualified from serving as a director.

RESOLVED FURTHER, that Michael Morini's compensation, as CEO, President and a Board member, shall be approved by the Board and presented to Michael Morini at a later time.

RESOLVED FURTHER, that the directors of the Company are, and each acting alone is, hereby authorized to do and perform any and all such acts, including execution of any and all documents and certificates, as such directors shall deem necessary or advisable, to carry out the purposes and intent of the foregoing resolutions.

*[Signature page follows]*

Terms not defined herein shall be as defined in the Operating Agreement. This document may be executed in one or more counterparts, or confirmed via e-mail and the foregoing resolutions, which shall be treated for all purposes as having passed at a Board meeting, will be filed in the corporate books.

**Kevin Choksi**

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**Ross Devor**

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**Ryan Hinkle**

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**Peter Sobiloff**

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**Betsy Atkins**

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

BOARD RESOLUTION OF WORKFORCE SOFTWARE LLC  
APPOINTING CHIEF FINANCIAL OFFICER  
DULY PASSED ON DECEMBER FIRST, 2014

**APPOINTMENT OF CHIEF FINANCIAL OFFICER**

RESOLVED, that Robert Feller is elected to the office of Chief Financial Officer to serve until his successor shall be duly appointed, unless he or she resigns, is removed from office or is otherwise disqualified from serving as Chief Financial Officer, to take his office immediately upon appointment.

RESOLVED, the terms and conditions offered to Robert Feller for the office of Chief Financial Officer within the offer letter dated November 7, 2014 ("Offer Letter") and Employment Agreement, as attached hereto are hereby confirmed and approved.

RESOLVED, that the participation of Robert Feller in the company 2014 Incentive Award Plan upon the terms set forth in the 2014 Incentive Award Plan and the Offer Letter attached hereto are hereby confirmed and approved.

RESOLVED, that the Chief Financial Officer is hereby authorized to do and perform any and all such acts, including execution of any and all documents and certificates as such officer shall deem necessary or advisable, to carry out the purposes and intent of the foregoing Resolution.

RESOLVED FURTHER, that any actions taken by such officer prior to the date of the foregoing resolution adopted hereby that are within the authority conferred thereby are hereby ratified, confirmed and approved as the acts and deeds of this company.

It is hereby certified by the undersigned that the foregoing resolution was duly passed by the Board of Directors of WorkForce Software LLC on the 1st day of December, 2014, in accordance with the Operating Agreement and Articles of Organization of the company and the laws and by-laws governing the Company and that said resolution has been duly recorded in the Minute Book and is in full force and effect.

Signature: \_\_\_\_\_  
Ryan Hinkle

Date: 12/2/14

Signature: \_\_\_\_\_  
Ross Devor

Date: 12/1/14

Signature: \_\_\_\_\_  
Peter Sobilloff

Date: 12/8/14

Signature: \_\_\_\_\_  
Kevin Choksi

Date: 12/1/14

**ATTACHMENT 1**

City Colleges of Chicago Contract No. 32589



This agreement (the "Agreement") is entered into between Workforce Software LLC, a Delaware Limited Liability Corporation, having offices at 38705 Seven Mile Road., Livonia, Michigan 48152 ("Workforce") and the following described "Customer" as of the "Effective Date" shown below.

Name: City Colleges of Chicago

Address: 226 W. Jackson Blvd.  
Chicago, IL 60606

Effective Date 3/30/2012

## 1. Definitions

1.1. "Deliverables" shall mean any materials produced or provided to Customer by Workforce under this Agreement, including but not limited to project plans, software, configurations, documentation, status reports, or other items requested by Customer. For the sake of clarity, Deliverables does not include hardware nor software and documentation which Customer may have licensed from Workforce or other party under separate contract.

1.2. "Professional Services" shall mean all work performed on behalf of Customer by Workforce. By way of illustration, and without limitation, this includes technical services to install or configure software, project management, developing status reports and timelines, telephone calls, responding to e-mail, analysis and preparation of estimates for Professional Services, training, software development, requirements analysis, documentation, support, or any other services requested by Customer.

1.3. "Intellectual Property Rights" shall mean copyrights, trade secrets, patents, and other intellectual property rights or portion thereof.

2. Service Fees and Expenses. Customer is engaging Workforce as an independent contractor for purpose of having Workforce provide Professional Services to Customer. Unless indicated otherwise in a Statement of Work, Customer shall pay for Professional Services delivered and travel time on a time and materials basis to Workforce or its designated representative, plus applicable taxes. Customer shall also reimburse Workforce for travel expenses (including a per-diem fee for food and miscellaneous items at IRS approved rates), express delivery, and extraordinary phone expenses. Workforce shall use the lowest cost travel method and itinerary when considering both the cost of the itinerary and the consultants' billing rates. Workforce shall follow all Customer travel policies and utilize Customer discounted rates with airlines, hotels, or car rental firms. For invoicing, see Section 5(b) of the Professional Services Agreement ("PSA").

3. Rights to Developments. Workforce shall own all rights and interest in the Deliverables which incorporate any pre-existing Workforce materials. Customer is granted royalty free, perpetual, worldwide rights to use such Deliverables upon full payment of all fees and expenses due under this Agreement. All other Deliverables shall be considered works made for hire and shall be owned by Customer.

4. Independent Contractor Status. See Section 13(m) of the PSA.

5. Agreement Not to Hire. Customer shall not hire (either as an employee, an independent contractor, or contractor through a third party) any current or former employee or contractor of Workforce (a "Workforce Staff Member") either intentionally or inadvertently for a period of twelve (12) months from the termination of their employment with Workforce. If Customer breaches this provision, Customer shall be liable to Workforce for an amount equal to the

amounts paid by Workforce to the Workforce Staff Member in the prior year.

6. Confidentiality. Each party shall maintain as confidential and shall not disclose or use for purposes other than as intended in this Agreement, any Deliverables, the terms of this Agreement (including pricing), financial, business, or other information marked confidential (collectively the "Confidential Information") except to those employees, contractors, legal or financial consultants and auditors of the recipient and its affiliates who need to know such Confidential Information in connection with the recipient's performance of its rights and obligations under the Agreement or in the normal course of its business. Each party shall protect such Confidential Information with no less care than it would exercise to protect its own confidential information of a like nature, and in all cases, at least a reasonable degree of care. Breach of the obligations in this paragraph may cause irreparable damage and therefore, in addition to all other remedies available at law or in equity, each party shall have the right to seek equitable and injunctive relief for such breach. In addition, each party hereunder shall be liable under this Agreement to the other in the event of any breach of this article by its affiliates, its or its affiliates' employees, and its or its affiliates' contractors or legal and financial consultants and auditors. The non-disclosure obligations shall continue after the termination of this Agreement.

7. LIMITED WARRANTY. WORKFORCE WARRANTS IT WILL PROVIDE THE SERVICES IN A PROFESSIONAL AND WORKMANLIKE MANNER, CONSISTENT WITH STANDARDS IN THE INDUSTRY. SEE ALSO SECTION 2(b) OF THE PSA. OTHER THAN THIS WARRANTY, WORKFORCE MAKES NO OTHER WARRANTY WITH RESPECT TO THE DELIVERABLES OR SERVICES TO BE PROVIDED HEREUNDER, OR WORKFORCE'S PERFORMANCE OF SERVICES UNDER THIS AGREEMENT, EXPRESS OR IMPLIED, AND WORKFORCE HEREBY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WORKFORCE DOES NOT WARRANT OR REPRESENT THAT THE DELIVERABLES OR ANY PORTION THEREOF WILL BE ERROR FREE.

8. Indemnifications. Workforce shall, at its expense, indemnify, defend and hold Customer harmless from and against any claim that an unaltered Deliverable infringes an Intellectual Property Right; provided, however, that (a) Customer promptly notifies Workforce of any such claim, and (b) permits Workforce to defend with counsel of its own choice, and (c) Customer gives Workforce such information and/or assistance in the defense thereof as Workforce may reasonably request, and (d) Customer promptly installs new versions of the Deliverables and destroys old versions of the Deliverables upon notice by Workforce that an older version of the Deliverable may contain a violation of a third party's Intellectual Property Rights. The foregoing constitutes the entire liability of Workforce and sole remedy of Customer with respect to any claims or actions based in whole or in part upon infringement or violation of an Intellectual Property Right of any third party. Notwithstanding the aforementioned, if a Deliverable is determined or adjudged to infringe an Intellectual Property Right, Workforce shall, at its expense and election either (i) procure the right for Customer to continue using the Deliverable, (ii) replace the Deliverable with a functionally equivalent non-infringing product, (iii) modify the Deliverable so that it is non-infringing, or (iv) refund the fees paid to Workforce for the Deliverable.

9. Customer Responsibilities. Customer has sole responsibility for making backup copies of data, files, and programs and shall employ all necessary security measures to ensure their valuable information is kept secure from unauthorized or accidental erasure or changes. Customer has sole responsibility to obtain its own legal advice regarding labor regulations and ensure on an ongoing basis



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that its use of Workforce's software or Deliverables is in compliance with such regulations. Customer shall indemnify and hold Workforce harmless from claims and demands of its employees or former employees arising from the use by Customer of the Deliverables.

10. **General Provisions.** See Section 13 (Additional Provisions) of the PSA.

11. **Termination.** Workforce may terminate this Agreement upon thirty (30) days written notice to the Customer if Customer is in breach of this Agreement. Customer shall continue to be responsible for payment for work performed prior to termination, including if applicable, payment on a time and materials basis for any agreed upon services or Deliverables for which Workforce has not yet been paid.

See Section 11 of the PSA. Sections 2, 3, 5, 6, 7, 8, 9, 10, 11, 12, and 13 shall survive the termination of this Agreement.

12. EACH PARTY ACKNOWLEDGES THAT THE WARRANTY DISCLAIMERS AND LIABILITY AND REMEDY LIMITATIONS IN THIS AGREEMENT ARE MATERIAL BARGAINED FOR BASES OF THIS AGREEMENT AND THEY HAVE BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and the Schedules indicated below.

CUSTOMER

Date: \_\_\_\_\_  
Signature: *Paula Koop*  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WORKFORCE SOFTWARE, LLC

Date: 4/2/12  
Signature: *Ed Bernice*  
Printed Name: Ed Bernice  
Title: CFO

# ORIGINAL

## 32589

AMENDMENT #2  
to the  
PROFESSIONAL SERVICES AGREEMENT  
between  
BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508  
COUNTY OF COOK AND STATE OF ILLINOIS  
and  
WORKFORCE SOFTWARE, LLC

This Amendment #2 ("Amendment") to the terms and conditions of the Professional Services Agreement, as amended, made and entered into on March 30, 2012 ("Agreement"), by and between WorkForce Software, LLC, a Delaware Limited Liability Company, having its principal office located at 38705 Seven Mile Road, Livonia, Michigan 48152 ("WorkForce") and Board of Trustees of Community College District No. 508, County of Cook and State of Illinois ("City Colleges").

Whereas, the parties now wish to clarify and revise certain terms of the Agreement to better reflect the understanding and obligations of the respective parties.

Now, therefore, for good and valuable consideration the parties hereto agree to amend the Agreement as follows:

1. The Term of the Agreement shall continue until June 30, 2017, unless otherwise terminated or extended by the parties in writing.
2. WorkForce will work with City Colleges to resolve the attached, as Exhibit B, list of current key issues identified by City Colleges. WorkForce agrees that these issues will be addressed at no cost to City Colleges.
3. City Colleges has provided Exhibit C which defines a list of new enhancements that are required of the system. City Colleges agrees that these issues are additional scope not funded in any prior contract. Before WorkForce will implement such new enhancements, a City Colleges approved Project Change Order will be required to fund the work required on the items listed in Exhibit C.
4. As of the Amendment Effective Date, all changes to the City Colleges EmpCenter configuration will be tested by WorkForce and any resulting defects (whether to the item being modified or a side effect to another area) that are identified to be caused by WorkForce changes will be fixed at no charge to City Colleges per the SOW Warranty. Additionally, WorkForce and City Colleges will work together to collaboratively identify the areas of testing required for any change to the system. City Colleges will provide a complete set of test cases and WorkForce will provide confirmation in the form of a testing report that all identified test cases were executed and the expected results were achieved.
5. For each Statement of Work agreed to between the parties, WorkForce will provide a warranty for all work performed as outlined below ("SOW Warranty"):
  - a. The SOW Warranty period will begin any time during the project any associated work products are placed into production, acceptance of User Acceptance Testing shall be presumed and the SOW Warranty period shall begin. City Colleges will perform User Acceptance Testing on all items moved to production. All work associated with the project will be moved into production within a maximum of two weeks following City Colleges

- sign off on User Acceptance Testing and the warranty period shall begin at the expiration of such two week time period. The two week period is to allow City Colleges to perform payroll processing.
- b. Any work product provided by WorkForce that is found to not match the agreed upon requirements or result in other previously provided work products to no longer function according to the agreed upon requirements, WorkForce will modify the work products to conform to the requirements at no charge.
  - c. The current warranty will be extended from 30 to ninety (90) days to provide City Colleges adequate time to use the work products in a production environment in order to further confirm all work products have been delivered according to the agreed upon requirements. WorkForce will extend the warranty an additional 90 days (for a total of 180 days) if City Colleges remains current on all WorkForce invoices, excluding any disputed amounts that have been communicated to WorkForce within twenty (20) days of the invoice date. City Colleges will have twenty (20) days to identify and communicate any disputes. Once the disputes have been resolved, WorkForce will have five (5) days to provide a revised invoice with the expectation that all disputes can be resolved and the invoice paid within the allotted forty-five (45) days. All disputes must be done in writing and contain a reasonable explanation as to why the charge is unacceptable.
  - d. WorkForce will offer an additional discounted professional services rate of \$150/hour provided all undisputed amounts from invoices are paid Net 45 days; all professional services invoices will be billed at this fee. In the event, City Colleges breaches the Agreement, all outstanding professional services charges will be revised to the then standard WorkForce Software blended rate (currently \$195/hour).
  - e. All invoices may be e-mailed to City Colleges where the invoice date shall be the same as the date of the e-mail and should WorkForce submit an invoice late, City Colleges shall be provided an additional ten (10) days to comply with its payment obligation / SOW Warranty timelines.
6. City Colleges has disputed several services invoices, identified in Table A of Exhibit A, totaling \$21,276.83 (Twenty-one Thousand Two Hundred Seventy-six and 83/100 dollars). WorkForce agrees to reduce the amount of these disputed invoices by 50%. City Colleges shall pay WorkForce \$10,638.42 (Ten Thousand Six Hundred Thirty-eight and 42/100 Dollars) upon the Amendment Effective Date without further investigation. City Colleges will also pay the amount indicated in Table B of Exhibit A, \$38,456.25 (Thirty-eight Thousand Four Hundred Fifty-six and 25/100 Dollars) in full upon the Amendment Effective Date.
  7. All future work and specifically new requirements will be done on a time and materials basis. WorkForce will provide a good faith estimate including the roles and associated hours required to complete the requested work. In the event additional hours are needed, City Colleges must approve any changes to the budget prior to any work proceeding.
  8. For a period of eighteen (18) months, which shall only renew upon mutual written agreement of the parties, WorkForce shall provide City Colleges with the Diamond Support plan for Twenty Thousand 00/100 Dollars [*the Diamond Support is \$20,000 annually and WorkForce is providing the first six (6) months free of charge*]. The Diamond Support plan will provide forty (40) hours of free services work plus three (3) named support resources that will be assigned to perform all support related activities for City Colleges.

- 9. City Colleges agrees to provide a client reference for WorkForce which the Parties shall mutually agree upon, verification via e-mail shall be sufficient, and that outlines the success both Parties have experienced working together.
- 10. City Colleges agrees to reduce both Support and Hosting employee counts to five thousand (5,000) employees (from the current Support of 10,000 employees and Hosting of 7,000 employees). Hosting Fees for the 5,000 employees, for the period of July 1, 2015 through June 30, 2016, shall amount to \$25,200.00 (Twenty Five Thousand, Two Hundred 00/100 Dollars) and Support Fees for the same period are \$36,633.00 (Thirty Six Thousand, Six Hundred Thirty Three 00/100 Dollars). City Colleges will have the right to renew Support and Hosting for one (1) additional year at these same rates. Should City Colleges increase its employee count over 5,000 employees, City Colleges shall pay any and all applicable maintenance charges for the additional group of employees assessed retroactively from that point back to the Amendment Effective Date.
- 11. The Maximum Fee (total compensation) for the extended term (from April 1, 2015, to June 30, 2017), excluding City Colleges payment obligations per Section 6 above, shall not exceed \$1,200,000.00 (One Million Two Hundred Thousand and no/100 Dollars), as authorized by Board Report 32589, unless approved by City Colleges' Board of Trustees. WorkForce shall have no further obligation, nor liability hereunder, to continue to provide services not previously paid in the event this amount is reached.
- 12. The terms and conditions of this Amendment contain the entire agreement of the parties with respect to its subject matter and there are no promises, conditions, representations or warranties except as expressly set forth herein. Except as modified herein, the terms and conditions of the Agreement remain in full force and effect. In the event of any inconsistency between the terms and conditions of this Amendment and those of the Agreement, the terms and conditions of this Amendment shall control. Terms not defined herein shall be as defined in the Agreement.

[Signatures to follow]

IN WITNESS WHEREOF, the parties have executed this Amendment #2 effective as the last date signed below (the "Amendment Effective Date").

BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508, COUNTY OF COOK AND STATE OF ILLINOIS

WORKFORCE SOFTWARE, LLC

Date: 11/2/15  
 Signature: [Signature]  
 Printed Name: Charles R. Middleton  
 Title: Board Chair

Date: 5 Nov 2015  
 Signature: [Signature]  
 Printed Name: Mark J. Kurousin  
 Title: Vice President Client Services

APPROVED AS TO LEGAL FORM  
 By: [Signature] 10/30/15  
 Eugene L. Munn, General Counsel  
 City Colleges of Chicago Date

# 32589

## EXHIBIT A

Table A below defines the list of services invoices that have been disputed by City Colleges and remain outstanding.\*

Table A: Remaining Disputed Services Invoices

Client	Invoice Number	Notes	Status	Terms	Invoice Amount	Balance due	Date Sent	Days old	Date due
City Colleges	50771	Billing Period: 02/09/2014-02/21/2014	Disputed	Net 30	\$ 4,760.00	\$ 3,120.00	2/28/2014		3/30/2014
City Colleges	51118	Billing Period: 04/20/2014-05/01/2014	Disputed	Net 30	\$ 4,240.00	\$ 820.00	5/9/2014		6/8/2014
City Colleges	51227	Billing Period: 05/04/2014-05/17/2014	Disputed	Net 45	\$ 1,560.00	\$ 360.00	5/23/2014		7/7/2014
City Colleges	51301	Billing Period: 05/18/2014-05/31/2014	Disputed	Net 45	\$ 2,400.00	\$ 140.00	6/6/2014		7/21/2014
City Colleges	51377	Billing Period: 06/01/2014-06/14/2014	Disputed	Net 45	\$ 1,720.00	\$ 60.00	6/20/2014		8/4/2014
City Colleges	51427	Billing Period: 06/15/2014-06/28/2014	Disputed	Net 45	\$ 9,480.00	\$ 120.00	6/30/2014		8/14/2014
City Colleges	51478	Billing Period: 06/29/2014-07/12/2014	Disputed	Net 45	\$ 8,360.00	\$ 960.00	7/18/2014		9/1/2014
City Colleges	51587	Billing Period: 07/13/2014-07/26/2014	Disputed	Net 45	\$ 9,600.00	\$ 6,480.00	7/31/2014		9/14/2014
City Colleges	51661	Billing Period: 07/27/2014-08/09/2014	Disputed	Net 45	\$15,800.00	\$ 320.00	8/15/2014		9/29/2014
City Colleges	51724	Billing Period: 08/10/2014-08/23/2014	Disputed	Net 45	\$10,240.00	\$ 480.00	8/29/2014		10/13/2014
City Colleges	52115	Billing Period: 10/19/2014-11/01/2014	Disputed	Net 45	\$ 8,760.00	\$ 80.00	10/31/2014		12/15/2014
City Colleges	52501	Billing Period: 12/28/2014-01/10/2015	Disputed	Net 45	\$ 6,600.00	\$ 1,536.00	1/16/2015		3/2/2015
City Colleges	52564	Billing Period: 01/11/2015-01/24/2015	Disputed	Net 45	\$ 5,560.00	\$ 2,060.00	1/30/2015		3/16/2015
City Colleges	52635	Billing Period: 01/25/2015-02/07/2015	Disputed	Net 45	\$ 7,840.00	\$ 860.00	2/16/2015		4/2/2015
City Colleges	52696	Billing Period: 02/08/2015-02/21/2015	Disputed	Net 45	\$ 6,760.00	\$ 893.33	2/27/2015		4/13/2015
City Colleges	52773	Billing Period: 02/22/2015-03/07/2015	Disputed	Net 45	\$ 2,600.00	\$ 360.00	3/13/2015		4/27/2015
City Colleges	52858	Billing Period: 03/08/2015-03/21/2015	Disputed	Net 45	\$ 1,880.00	\$ 40.00	3/27/2015		5/11/2015
City Colleges	53006	Billing Period: 03/22/2015-04/25/2015	Disputed	Net 45	\$18,400.00	\$ 337.50	4/30/2015		6/14/2015
City Colleges	53084	Billing Period: 04/26/2015-05/23/2015	Disputed	Net 45	\$14,360.00	\$ 1,200.00	5/31/2015		7/15/2015
City Colleges	53224	Billing Period: 05/24/2015-06/20/2015	Disputed	Net 45	\$ 7,240.00	\$ 900.00	6/30/2015		8/10/2015
City Colleges	53404	Billing Period: 06/21/2015-07/31/2015	Disputed	Net 45	\$ 2,400.00	\$ 150.00	7/31/2015	49	9/14/2015
			Total Disputed Invoices			\$ 21,276.83			

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Workforce Software agrees to reduce the outstanding balance for the invoices in Table A by 50%; City Colleges agrees to pay \$10,638.42 (Ten Thousand Six Hundred Thirty-eight and 42/100 Dollars)

Table B: Remaining Outstanding Services Invoices\*

City Colleges	53006	Billing Period: 03/22/2015-04/25/2015	Sent	Net 45	\$18,400.00	\$17,081.25	4/30/2015		6/14/2015
City Colleges	53084	Billing Period: 04/26/2015-05/23/2015	Sent	Net 45	\$14,360.00	\$12,862.50	5/31/2015		7/15/2015
City Colleges	53224	Billing Period: 05/24/2015-06/20/2015	Sent	Net 45	\$7,240.00	\$6,337.50	6/30/2015		8/10/2015
City Colleges	53404	Billing Period: 06/21/2015-07/31/2015	Sent	Net 45	\$2,400.00	\$2,175.00	7/31/2015	49	9/14/2015
						\$38,456.25			

*\*The Tables are included for illustration purposes and the payment obligations for Tables A & B shall be addressed per the terms of Section 6 above.*

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## EXHIBIT B

The following list of current key issues have been identified by City Colleges as items that do not perform as originally intended. WorkForce will resolve these issues at no cost to City Colleges under the terms and conditions defined in Section 2 above:

<u>Rank</u>	<u>Item #</u>	<u>Item Summary</u>	<u>Item Description</u>
1	PRD 236	Personal / Sick Banks	For 1708 and 1600 professionals they are being allowed to take a personal day even if they do not have enough time in the sick bank.
2	PRD 219	Leave Banks not Populating after LOA	NBF people who have returned from an LOA are not restarting the accruals to their leave banks (vacation, sick, etc)
3	PRD 239	Janitors Holiday Pay	Janitors should get paid 1.5x for hours worked on a holiday in addition to 8 hours of holiday pay
4	PRD 180	Timesheet View for Transfers	If a person was in a profile that was live on 11/3/2013 and then moved to profile live on 4/6/2014, Payroll is unable to see timesheets between 11/3 and 4/6. We're able to see the data via reports but unable to go back in timesheets. We need to be able to see the data in timesheet.
N/A	PRD - 234	Bank Depleting Issue	The LOA personal/vacation/sick/floating holiday banks are not depleting the appropriate banks for the Engineer and 1220 IBEW policy profiles. In addition for the 1220 IBEW the LOA Vacation code is not populating hours so it is not appearing on the pay preview tab. If someone is on a paid leave they will use the LOA codes to exhaust their leave banks. So LOA-Floating Holiday should deplete the Floating Holiday bank and pay out the same way the regular Floating Holiday code would work. None of the LOA pay codes are working as expected, Ilyse determined scope of issue.
N/A	PRD-247	Absence Unpaid hours	Want hours to populate on timesheet when Absence Unpaid code is used
N/A	PRD-248	Want column headings in standard reports	The csv format of standard reports does not include column headers which we would like added
N/A	PRD-249	error with more than 24 hours in a day	night shift adds to total hours and can produce errors 'more than 24 hours worked in a day'
N/A	PRD-255	Payroll user able to approve own TORs	The payroll user type has the ability to approve their won TORs

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## EXHIBIT C

Table C below lists the new enhancements City Colleges has identified that are required to be added to the current solution. City Colleges understands both parties must first execute a Project Change Order to fund such new enhancements per Section 3 above.

**New Enhancements:**

<u>Rank</u>	<u>Item #</u>	<u>Item Summary</u>	<u>Item Description</u>
1	PRD 230	1708 Unscheduled Day OT	1708 policy profile. Currently if they swipe in on an unscheduled day they are being paid OT at a rate of 1.5. This is consistent with their contract and the setup/requirements but we have discovered that if employees have no schedule attached all of their time is being paid at 1.5 or if they switch days without adjusting the schedule they are getting OT.
2	PRD 193	6 Days Not Paying	<p><u>All Exempt profiles:</u> Exempt employees who work more than 5 days a week and punch in are receiving an exception for the week which is causing the hours not to populate for payment.</p> <p><u>Expected Results:</u></p> <ul style="list-style-type: none"> <li>▪ Employees should be allowed to swipe all 7 days per week and system should calculate/display REG hours for the initial 5 daily punches, subsequent 2 daily punches should display the punch but:               <ul style="list-style-type: none"> <li>○ Punch for 6th &amp; 7th weekly punch should not calculate hours.</li> <li>○ Punch for 6th &amp; 7th weekly punch should display 0 hour in timesheet.</li> <li>○ Punch for 6th &amp; 7th weekly punch should not be included on the export file.</li> <li>○ Multiple punches per day should generate only daily STD hours for that day (<b>working now</b>)</li> <li>○ Hours generating pay codes still count towards a working day (<b>working now</b>)</li> <li>○ Over STD hours exception should be eliminated.</li> </ul> </li> <li>▪ Employees are to be paid their 10 days only if they have worked 5 days on each of the pay periods weeks. Their daily REG hours should display in timesheet, approval and export up to 10 days per pay period.</li> </ul> <p><u>Steps to Reproduce Issue:</u></p> <ul style="list-style-type: none"> <li>▪ Employee punches Sunday – Saturday for week 1</li> <li>▪ Employee punches Sunday – Saturday for week 2</li> </ul>

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			<ul style="list-style-type: none"> <li>▪ Relevant Employee All Exempt Employees, example: Adams, Sydney 000647524"</li> </ul>
3	PRD 231	Approval Screens Add	Payroll would like to have a column added to the time sheet approval page so that managers/timekeepers can easily see how much time each period is being counted as OT.
4	PRD 178	Paid Absence	Need Paid Absence to be paid based on scheduled hours vs standard hours for all PT policy profiles that use paid absence
5	PRD 220	Holiday Pay	If a janitor requests a sick day the day immediately before or after a holiday, the holiday should not be paid.
6	PRD 226	New Job Family	Map New Job family 627 to NBF FT Exempt
7	PRD 227	Accrue Extra Vacation	<ul style="list-style-type: none"> <li>▪ Job family 441 gets one week of holiday at Easter. If they work on any of those days they should receive REG pay instead of holiday and have 1 day added to their vacation bank for each day worked.</li> <li>▪ Job family 421 gets one week of holiday at Christmas. If they work on any of those days they should receive REG pay instead of holiday and have 1 day added to their vacation bank for each day worked. Currently they are getting 1 day added to their floating holiday bank instead of vacation.</li> </ul>
PRD-250	Enhancement - Close similar to another ticket	Change comp time to days not hours	<ul style="list-style-type: none"> <li>▪ 1600 Professionals exempt and non exempt should request comp time in days instead of hours</li> </ul>
PRD-254	Enhancement - Close similar to another ticket	NBF new hire sick day accruals for PT	<ul style="list-style-type: none"> <li>▪ New NBF PT exempt employees hired by June 30<sup>th</sup> are not receiving their sick day on July 1<sup>st</sup>.</li> </ul>
PRD-253	Enhancement - No Vanilla process	Remove exception for PTO before/after holiday	<ul style="list-style-type: none"> <li>▪ Remove the exception that occurs when employees take paid absence time the day before/after a holiday. Only janitors taking sick day should have exception.</li> </ul>
PRD-256	Enhancement - No Vanilla process	Change vacation accrual rules for Engineers	<ul style="list-style-type: none"> <li>▪ The rules for vacation accruals for engineers needs to be updated with new tenure criteria</li> </ul>
PRD-251	Enhancement - No Vanilla process	Engineer holiday pay	<ul style="list-style-type: none"> <li>▪ Holiday hours should only count towards OT if holiday was on a scheduled work day</li> </ul>

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PRD-241	Enhancement - No Vanilla process	IBEW paid lunch	<ul style="list-style-type: none"> <li>▪ Employees should not receive a paid lunch when they only work 1/2 day</li> </ul>
PRD-258	Enhancement - No Vanilla process	Add jury-unpaid pay code from 1708 non exempt PT and NBF non exempt PT	<ul style="list-style-type: none"> <li>▪ Add a pay code option for jury duty unpaid for these 2 groups</li> </ul>
PRD-259	Enhancement - No Vanilla process	Prorate Personal banks for 1600 and 1708 new hires	<ul style="list-style-type: none"> <li>▪ Add rules to prorate personal days for new hires</li> </ul>
PRD-260	Enhancement - No Vanilla process	Add a new pay code for workers comp	<ul style="list-style-type: none"> <li>▪ Add new pay code to track workers comp time</li> </ul>
PRD-246	Enhancement - No Vanilla process	Exceptions being sent for missed swipe even if other code is on timesheet	<ul style="list-style-type: none"> <li>▪ Exceptions for missed swipe should not be sent if there are hours on timesheet</li> </ul>
PRD-243	Enhancement - No Vanilla process	Bereavement code	<ul style="list-style-type: none"> <li>▪ For NBF Exempt profiles Bereavement code should be in days not hours</li> </ul>
PRD-257	Future Enhancement Fix with Next Phases	Granting of floating holiday for Engineers/Janitors	<ul style="list-style-type: none"> <li>▪ Change granting rules for floating holiday to only grant on July 1</li> </ul>
PRD-244	Future Enhancement Fix with Next Phases	Pay all paid time off codes on scheduled hours	<ul style="list-style-type: none"> <li>▪ For all FT non exempt groups, all paid time off should be paid based on scheduled hours vs standard hours</li> </ul>

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PRD-245	Future Enhancement Fix with Next Phases	Pay jury time on scheduled hours	<ul style="list-style-type: none"><li>For all FT non exempt groups, jury code should be paid based on scheduled hours vs standard hours. Request time in days not hours</li></ul>
PRD-242	Future Enhancement Fix with Next Phases	Floating holiday should not pay out	<ul style="list-style-type: none"><li>Same as issue 216 which was moved to prod but new job families need to be looked at (not live yet). No group/job family should ever have floating holiday paid out</li></ul>

### MUTUAL TERMINATION AGREEMENT

This Mutual Termination Agreement ("Termination Agreement") is made and entered into this 31<sup>st</sup> day of March, 2016 (the "Effective Date") by and between County of Cook, 118 N. Clark Street, Chicago, IL 60602 ("Cook") and WorkForce Software, LLC, 38705 Seven Mile Road, Suite 300, Livonia, MI 48150 ("WorkForce")(collectively, the "Parties").

WHEREAS the Parties entered into the WorkForce Software IVR Services Schedule ("Original Schedule") on December 31<sup>st</sup>, 2015, attached hereto as Exhibit A and incorporated by reference;

WHEREAS the Parties wish to terminate said Original Schedule and replace it with a new WorkForce Software IVR Services Schedule to be signed in conjunction with the signing of this Termination Agreement;

WHEREAS the Parties to the Original Schedule and to this Termination Agreement mutually agree to terminate the Original Schedule, thereby returning the Parties to their respective positions before the Original Schedule's effective date;

NOW THEREFORE, for the reasons set forth above, and in consideration of the mutual covenants of the Parties hereto, the Parties agree as follows:

1. The Original Schedule is hereby terminated and deemed null and void as of the Effective Date and neither party shall have any further rights or legal obligations thereunder.
2. The Parties release and forever discharge any and all liabilities that have arisen or may arise from the Original Schedule, and the Parties waive any and all claims or right to assert any claim which has arisen or may arise from the Original Schedule prior to the Effective Date of this Termination Agreement.

IN WITNESS WHEREOF, County of Cook and WorkForce Software, LLC have caused this Termination Agreement to be signed as of the Effective Date.

COUNTY OF COOK

WORKFORCE SOFTWARE, LLC

Date: 30 March 2016

Date: March 28<sup>th</sup>, 2016

Signature: Shannon E. Andrews

Signature: DocuSigned by:  
Bob Feller

Printed Name: Shannon E. Andrews

Printed Name: D949ACD7DF6E4FA...  
Bob Feller

Title: CPO

Title: Chief Financial Officer

**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 March, 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

**1514-15100**

OR

ITEM(S), SECTION(S), PART(S): \_\_\_\_\_

**147,500.00**

TOTAL AMOUNT OF CONTRACT: \$ \_\_\_\_\_

(DOLLARS AND CENTS)

FUND CHARGEABLE: \_\_\_\_\_

APPROVED AS TO FORM:

**NOT REQUIRED**

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