PROFESSIONAL SERVICES AGREEMENT

COMPUTER-AIDED BOOKING SYSTEM (CABS)

BETWEEN

COOK COUNTY GOVERNMENT COOK

COUNTY SHERIFF'S OFFICE

AND

ITOUCH BIOMETRICS, LLC

CONTRACT NO. 2317-04243R
PURCHASE ORDER NO. 70000365296

NON-FEDERALLY FUNDED CONTRACT

PROFESSIONAL SERVICES AGREEMENT

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PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and iTouch Biometrics, LLC, doing business as a limited liability company within the State of Illinois, hereinafter referred to as "Consultant" and/or "Contractor", pursuant to authorization by the Cook County Board of Commissioners on July 24, 2025, as evidenced by Board Authorization letter attached hereto as EXHIBIT "8".

BACKGROUND

The County issued a Request for Proposals "RFP" for Computer-Aided Booking System. Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Consultant was selected based on the proposal submitted and evaluated by the County representatives.

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

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

TERMS AND CONDITIONS

ARTICLE (a) INCORPORATION OF BACKGROUND

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

ARTICLE (b) DEFINITIONS

a) Definitions

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

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

"**Agreement**" or "**Contrac**t" each mean 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 and any representative duly authorized in writing to act on his behalf.

"**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

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

"**Subcontractor**" or **"Subconsultant"** means any person or entity with whom Consultant contracts to provide any part of the Services, whether or not in privity with Consultant.

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

b) Interpretation

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

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

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

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

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

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

c) **Incorporation of Exhibits**

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

Exhibit 1	Statement of Work
Exhibit 2	Schedule of Compensation
Exhibit 3	Information Technology Special Conditions (ITSCs)
Exhibit 4	Criminal Justice Information Systems (CJIS) Security Addendum
Exhibit 5	Minority and Women Owned Business Enterprise Commitment
Exhibit 6	Cook County Electronic Payables Program (E-Payables)
Exhibit 7	Evidence of Insurance
Exhibit 8	Board Authorization
Exhibit 9	Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 10	Economic Disclosure Statement

d) **Order of Precedence**

In the event there is a conflict between or among any of the documents specified in subsection (c) Incorporation of Exhibits, the terms of the Professional Services Agreement shall control. This Contract shall be interpreted and construed based upon the following Order of Precedence. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency between Exhibits:

Exhibit 3	Information Technology Special Conditions (ITSCs)
Exhibit 1	Statement of Work
Exhibit 2	Schedule of Compensation
Exhibit 4	Criminal Justice Information Systems (CJIS) Security Addendum
Exhibit 5	Minority and Women Owned Business Enterprise Commitment
Exhibit 6	Cook County Electronic Payables Program (E-Payables)
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Exhibit 9	Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 10	Economic Disclosure Statement

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) Scope of Services

This description of Services is intended to be general in nature and is neither a complete description of Consultant's Services nor a limitation on the Services that Consultant is to provide under this Agreement. Consultant must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Consultant must provide include, but are not limited to, those described in Exhibit 1, Statement of Work which is attached to this Agreement and incorporated by reference as if fully set forth here. In the event that the Parties wish to modify the Services or otherwise modify the Statement of Work, the party wishing to modify such shall submit a written order (each a "Change Order") to the other party identifying the nature of the change, the urgency of such, the expected impact of such change on/to the Services, and the compensation owed to Consultant relative to such change. The Parties will jointly review such Change Order, evaluate the impact of the changes requested within, and modify such as needed to reflect the scope of the changes mutually agreed upon by Consultant and the County. Once the changes have been reviewed and approved by the Parties, the revised Change Order will then be executed by both Consultant and the County; once executed such Change Order shall be deemed to modify and amend the Statement of Work, and such changes shall be binding upon the Parties.

b) Deliverables

In carrying out its Services, Consultant must prepare or provide to the County the various Deliverables identified in the Agreement, including the Statement of Work attached hereto. For the purposes of this Agreement, "**Deliverables**" includes the work product, such as written reviews, recommendations, reports and analyses, provided to and/or produced by Consultant for the County pursuant to this Agreement.

The County may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the County made this Agreement or for which the County intends to use the Deliverables. If the County determines that Consultant has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Consultant, by written notice, of its failure. If the County fails to notify Consultant of such failure within the provided period, the County shall be deemed to have accepted such failure. If Consultant does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the County specifying the failure, then the County, by written notice, may treat such failure as an Event of Default (as defined below) of this Agreement under Article 9.

The County may reject the Software or the Equipment in accordance with the provisions of Article 3, subsection 3 Standard of Performance in this document, and Exhibit 1, Statement of Work.

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

c) Standard of Performance

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

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

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

d) Personnel

i) **Adequate Staffing**

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

ii) **Key Personnel**

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

iii) **Salaries and Wages**

Consultant and Subconsultants must pay all salaries and wages due to the employees of Consultant and Subconsultants who perform Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Consultant underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The Parties acknowledge that this Section 3.d(iii) is solely for the benefit of the County and that it does not grant any third-party beneficiary rights. The Parties further acknowledge and agree that the rights granted to the County pursuant to this Section 3(d)(iii) may not be exercised unless the County has a reasonable basis to determine that Consultant has underpaid any such salaries or wages and written notice of such withholding shall be provided to Consultant simultaneously with such withholding by the County.

e) Minority and Women Owned Business Enterprises Commitment

In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director, which are set forth in Exhibit 5. Consultant's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Form 1 of the MBE/WBE Utilization Plan, upon acceptance by the Compliance Director. Consultant must utilize minority and women's business enterprises at the greater of the amounts committed to by the Consultant for this Agreement in accordance with Form 1 of the MBE/WBE Utilization Plan.

f) Insurance

Insurance Requirements

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 Consultant shall require all Subcontractors to provide the insurance required in this

Contract, or Consultant may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Consultant except paragraph (d) Excess/Umbrella Liability or unless specified otherwise.

The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements upon ninety (90) days advance written notice to Consultant.

Coverages

(i) **Workers Compensation Insurance**

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

The Workers Compensation policy shall also include the following provisions:

Employers' Liability coverage with a limit of
$1,000,000 each Accident
$1,000,000 each Employee
$1,000,000 Policy Limit for Disease

(ii) **Commercial General Liability Insurance**

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

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

The General Liability policy shall include the following coverages:
(1) All premises and operations;
(2) Contractual Liability;
(3) Products/Completed Operations;
(4) Severability of interest/separation of insureds clause

(iii) **Commercial Automobile Liability Insurance**

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

(iv) **Excess/Umbrella Liability**

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

Each Occurrence: $1,000,000

(v) **Professional Liability (Errors & Omissions)**

The Consultant shall secure insurance appropriate to the Consultant's profession covering all claims arising out of the performance or nonperformance of professional services for the County under this Contract. This insurance shall remain in force for the life of the Consultant's obligations under this Contract and shall have a limit of liability of not less than $3,000,000 per claim. If any such policy is written on a claims-made form:

(1) The retroactive coverage date shall be no later than the effective date of this contract.

(2) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or before this contract effective date, the Consultant must maintain "extended reporting" coverage for a minimum of three (3) year after completion of services.

(vi) **Network Security & Privacy Liability (Cyber)**

The Consultant shall secure coverage for first and third-party claims with limits not less than $1,000,000 per occurrence or claim, $1,000,000 aggregate. If any such policy is written on a claims-made form:

(1) The retroactive coverage date shall be no later than the effective date of this contract.

(2) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or before this contract effective date, the Consultant must maintain "extended reporting" coverage for a minimum of three (3) year after completion of services.

Additional Insurance Requirements

(i) **Additional Insured**

The required insurance policies, with the exception of Workers Compensation and Errors & Omissions, shall name Cook County, its officials, employees, and agents as additional insureds with respect to operations performed on a primary and non-contributory basis. Any insurance or self-insurance maintained by Cook County shall be excess of the Consultant's insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance requirements specified herein.

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

(ii) **Insurance Notices**

The Consultant shall provide the Office of the Chief Procurement Officer with thirty (30) days advance written notice in the event any required insurance will be cancelled, materially reduced or non-renewed. The Consultant shall secure replacement coverage to comply with the stated insurance requirements and provide new certificates of insurance to the Office of the Chief Procurement Officer.

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

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

(iii) **Waiver of Subrogation Endorsements**

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

g) Indemnification

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

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

h) Confidentiality and Ownership of Documents

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

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

i) Patents, Copyrights and Licenses

If applicable, Consultant shall furnish the Chief Procurement Officer with all licenses required for the County to utilize any software, including firmware or middleware ("**Software**"), provided by Consultant as part of the Deliverables during the Term. Such licenses shall be clearly marked with a reference to the number of this County Contract. Consultant shall also furnish a copy of such licenses to the Chief Procurement Officer. The Parties acknowledge and agree that: (i) the Deliverables and the Software to be provided by Consultant are licensed, not sold, to County by Consultant, and (ii) the County does not have, and will not have or acquire under or in connection with this Agreement, any ownership interest in such Software or the Deliverables or any other rights thereto, including but not limited to any Intellectual Property Rights, other than to use the same in accordance with the license granted and subject to all terms, conditions, and restrictions under this Agreement. On the expiration or earlier termination of this Agreement all rights, licenses, and authorizations granted to the County by Consultant hereunder will immediately terminate.

Consultant shall retain its entire right, title, and interest in and to the Software and all Intellectual Property Rights arising out of or relating to the Software. The County shall use commercially reasonable efforts to safeguard all Software (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access. The County shall promptly notify Consultant if the County becomes aware of any infringement, misappropriation, theft, misuse, or unauthorized access of/to Consultant's Intellectual Property Rights in the Software and fully cooperate with Consultant in any legal action taken by Consultant to enforce its Intellectual Property Rights.

Consultant agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, as permitted by Illinois law, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized by Consultant in performing the Services constitutes an infringement of any other party's Intellectual Property Rights or any other property right.

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

j) Examination of Records and Audits

The Consultant agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under this 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 this Contract, or to Consultant's compliance with any term, condition or provision thereof. The Consultant shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

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

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

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Consultant shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives.

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

k) Subcontracting or Assignment of Contract or Contract Funds

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Consultant from its obligations or change the terms of this Contract. The Consultant shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of this 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 this Contract, the Consultant shall identify in writing to the Chief Procurement Officer the names of any and all Subcontractors it intends to use in the performance of this Contract by completing the Identification of Subcontractor/Supplier/ Subconsultant Form ("ISF"). The Chief Procurement Officer shall have the right to disapprove any Subcontractor. Following contract execution, if Consultant seeks to further subcontract, Consultant must submit an updated ISF to the County for approval of the Chief Procurement Officer. The Chief Procurement Officer shall notify Consultant of their approval or disapproval of the subcontractor within sixty (60) days of receipt of the updated ISF. All Subcontractors shall be subject to the terms of this Contract. Consultant shall incorporate into all subcontracts all of the provisions of this Contract which affect such subcontract. Copies of all applicable subcontracts shall be provided to the Chief Procurement Officer upon request.

Consultant must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant, and any other person or entity whom the Consultant has retained or expects to retain in connection with the Services to be provided under this Agreement, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. Consultant is not required to disclose the identity of the employees who are paid solely through Consultant's regular payroll. 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.

"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.

The County reserves the right to prohibit any person from entering any County facility for any reason. All Consultants and Subcontractor of the Consultant shall be accountable to the Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

l) Professional Social Services

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

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

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board and its term shall begin on August 1, 2025 ("**Effective Date**") and continue until July 31, 2030 or until this Agreement is terminated in accordance with its terms, whichever occurs first (the “Initial Term”).

b) Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to renew this Agreement for up to two (2) additional successive twelve (12) months terms, under the same terms and conditions as this original Agreement except as provided otherwise in this Agreement, upon providing Consultant with written notice of its intent to renew at least ninety (90) days prior to the expiration of the then-current term (each a "Renewal Term" and, collectively, together with the Initial Term, the "Term"). The rates and fees charged by Consultant for the Services during each of the Renewal Terms shall be as set forth in the Schedule of Compensation in the attached Exhibit 2. After notification of the County’s intent to renew, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

c) Timeliness of Performance

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

ii) Neither Consultant nor Consultant’s agents, employees nor Subcontractors are entitled to any monetary damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the County. Notwithstanding, in the event that performance by Consultant is delayed or hindered due to the negligent or more wrongful actions or inactions of the County, the time provided to Consultant hereunder for the completion of the Services shall be extended by a commercially reasonable amount of time equal to the length of time needed for the curing of such delay or hinderance.

ARTICLE 5) COMPENSATION

a) Basis of Payment

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

b) Method of Payment

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

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

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

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

c) Funding

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

d) Non-Appropriation

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

e) Taxes

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

f) Price Reduction

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

g) Consultant Credits

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

ARTICLE 6) DISPUTES

Any dispute arising under the Contract between the County and Consultant shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce their decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The decision of the Chief Procurement Officer will be the final and binding decision of the County as to the dispute. Dispute resolution as provided herein shall be a condition precedent, but shall not otherwise preclude, any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer.

Notwithstanding a dispute, Consultant shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

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

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

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

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

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations of Consultant.

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

i) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;

ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;

iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;

iv) warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and has not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County;

v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in a professional and workmanlike manner in strict accordance with generally recognized industry standards for similar services and the requirements of this Agreement;

vi) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and

vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.a and 9.c.

b) Limited Warranties.

(i) Solely with respect to Software, Consultant warrants that during the Term: (i) the Software will substantially conform in all material respects to the specifications set forth in this Agreement, when installed, operated, and used as recommended and in accordance with this Agreement; and (ii) no Maintenance Release, when correctly installed by the County in accordance with this Agreement, will have a material adverse effect on the functionality of the Software. **THE FOREGOING WARRANTIES DO NOT APPLY, AND CONSULTANT STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY MATERIALS EXCEPT WHERE CONSULTANT RECOMMENDS OR REQUIRES THE IMPLEMENTATION OF SUCH THIRD-PARTY MATERIALS. CONSULTANT WILL DOCUMENT SUCH RECOMMENDATION OR REQUIREMENT IN WRITING TO COUNTY. THIS EXCEPTION APPLIES FROM THE POINT OF IMPLEMENTATION, INDEPENDENT OF ANY DOCUMENTATION.**

(ii) Solely with respect to the Equipment, Consultant warrants that during the Term: (i) the Equipment shall be free of defects in material and workmanship, (ii) the Equipment will perform in accordance with this Agreement, when installed, operated, and used as recommended and in accordance with this Agreement, (iii) the Equipment shall be compatible with the operating system, application programs, computing equipment, and networks contemplated by this Agreement, and (iv) the Equipment shall conform in all respects to all of the requirements of this Agreement.

(iii) The warranties set forth in Section 8(b)(i) will not apply and will become null and void if the County materially breaches any provision of this Agreement, or if the County, any Using Agency, or any other Person provided access to the Software or Equipment by the County or any Using Agency:

(a) installs or uses the Software on or in connection with any hardware or software not specified in this Agreement or expressly authorized or recommended by Consultant in writing;

(b) improperly modifies or negligently damages the Software, the media on which the Software is provided, or the Equipment, including abnormal physical or electrical stress; or

(c) misuses the Software or the Equipment, including any use of the Software or the Equipment other than as specified in this Agreement and/or any incorporation in the Software of, or combination, operation or use of the Software in or with, any technology (including any software, hardware, firmware, system, or network) or service not specified for the County's use in this Agreement, unless otherwise expressly permitted or recommended by Consultant in writing; and

(d) fails to promptly install all Updates that do not materially degrade the functionality of the Software ore Equipment and that that Consultant has previously made available to the County.

(iv) If, during the period specified in Section 8(b)(i) , any Software covered by the warranty set forth in such Section fails to perform substantially in accordance with this Agreement, and such failure is not excluded from warranty pursuant to Section 8(b)(iii), Consultant will, subject to the County's promptly notifying Consultant of such failure in good faith cooperation with County either:

(a) refund the Fees paid for such Software related to the period of time during which the Software failed to perform substantially in accordance with this Agreement and repair or replace the Software within three (3) days, provided that the County provides Consultant with all information Consultant reasonably requests to resolve the reported failure, including sufficient information to enable the Consultant to recreate such failure; or

(b) refund the Fees paid for such Software related to the period of time during which the Software failed to perform substantially in accordance with this Agreement, subject to the County's ceasing all use of and, if requested by Consultant, returning to Consultant all copies of the Software.

If Consultant repairs or replaces the Software, the warranty in Section 8(b)(i) will continue to run from the installation date, and not from the County's receipt of the repair or replacement.

If, during the period specified in Section 8(b)(ii), any Equipment covered by the warranty set forth in such Section fails to perform substantially in accordance with this Agreement, and such failure is not excluded from warranty pursuant to Section 8(b)(iii), Consultant will, subject to the County promptly notifying Consultant of such failure, at its sole option, either: (i) refund the Fees paid for such Equipment related to the period of time during which the Equipment failed to perform substantially in accordance with this Agreement and repair or replace the Equipment within two (2) days, provided that the County provides Consultant with all information Consultant reasonably requests to resolve the reported failure; or (ii) assist the County in submitting a warranty claim to the third-party who manufactures such Equipment.

If Consultant repairs or replaces the Equipment, the warranty in Section 8(b)(ii) will continue to run from the installation date, and not from the County's receipt of the repair or replacement.

c) Ethics

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

(a) 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.

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

d) Joint and Several Liability

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

e) Business Documents

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

f) Conflicts of Interest

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

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

iii) Upon the request of the County, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship[1]. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant's past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.

iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, Subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project. The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.

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.

g) Non-Liability of Public Officials

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

h) (Intentionally Omitted)

i) Limitation of Liability.

i) Exclusion of Damages. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, TO THE COUNTY, USING AGENCY, OR ANY THIRD PARTY FOR ANY: (a) LOSS OF USE, DATA, BUSINESS, REVENUE, PROFIT, GOODWILL, OR REPUTATION, (b) BUSINESS INTERRUPTION, INCREASED COSTS, OR DIMINUTION IN VALUE, (c) LOSS OR CORRUPTION OF DATA; LOSS RESULTING FROM SYSTEM OR

SYSTEM SERVICE FAILURE, MALFUNCTION, OR SHUTDOWN; (d) FAILURE TO ACCURATELY TRANSFER, READ, OR TRANSMIT INFORMATION; (e) FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION; (f) SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION; OR (g) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, IN EACH CASE REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

ii) CAP ON MONETARY LIABILITY. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN SECTION 8(i)(iii), IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF EITHER PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED THE GREATER OF: (I) THE AMOUNT PAID OR PAYABLE BY THE COUNTY HEREUNDER FOR THE SERVICES IN THE PRECEDING TWELVE (12) MONTHS, AND (II) FIFTY THOUSAND DOLLARS ($50,000). THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE COUNTY'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

iii) EXCEPTIONS. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT CONSULTANT'S INDEMNIFICATION OBLIGATIONS OR LIABILITY FOR (1) PROPERTY DAMAGE (2) DEATH OR PERSONAL INJURY, (3) FRAUD, OR (4) CLAIMS ARISING FROM CONTRACTOR'S GROSSLY NEGLIGENT, WILLFUL, OR INTENTIONAL MISCONDUCT.

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

a) Events of Default Defined

The following events each constitute an event of default ("Event of Default") hereunder:

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

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

iii) Consultant's material failure to perform any of its obligations under this

Agreement including the following:

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

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

(c) Failure to promptly re-perform within a reasonable time Services which did not meet the specifications and characteristics listed on Exhibit 1 or which were otherwise rejected as erroneous or unsatisfactory in accordance with this Agreement;

(d) Discontinuance of the Services for reasons within Consultant's reasonable control which are not caused by a breach of the Agreement by the County hereunder; and

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

iv) 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.

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

v) Failure to comply with Article 7 in the performance of this Agreement.

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

vii) In the event that the County fails to timely pay Consultant any undisputed amounts due hereunder and such failure continues for a period of thirty (30) days or more after the payment was due, Consultant shall have the right to terminate this Agreement after providing County a notice of termination. Such termination shall be effective upon the later of thirty (30) days from the date of the County’s receipt of the notice or the date stated in the notice and all Services to be provided under this Agreement by Consultant shall immediately cease as of such date.

b) Remedies

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

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

i) terminating this Agreement as to any or all of the Services yet to be performed, effective at a time specified by the County;

ii) requiring specific performance, an injunction or any other appropriate equitable remedy;

iii) withholding all or any part of Consultant's compensation under this Agreement;

iv) 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, they may elect not to declare default and/or to terminate this Agreement. The Parties acknowledge that this provision is solely for the benefit of the County and that if the County permits Consultant to continue to provide the Services despite one or more events of default, Consultant is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the County waive or relinquish any of its rights.

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

c) Early Termination

In addition to termination under Sections 9.a and 9.b of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time following the delivery of a notice in writing from the County to Consultant ("**Termination Notice**"), in accordance with the provisions of Article 11, informing Consultant of such termination and the applicable date of such termination; such termination shall be final and effective upon the later of the delivery of the Termination Notice or the date stated in the notice (the "**Early Termination Date**").

In the event that the County elects to terminate this Agreement and delivers a Termination Notice to Consultant, all Services to be provided under this Agreement shall immediately cease and a copy of the Deliverables, whether completed or in the process, must be delivered to the County within ten (10) days following the Early Termination Date.

After the Termination Notice is received, Consultant must restrict the activities it performs on behalf of the County, and those of its Subcontractors, to winding down the Services and completing the reports, analyses, or other activities previously begun; Consultant shall not invoice the County for any Services other than the foregoing provided after the Early Termination Date. Payment for any Services actually and satisfactorily performed on, before, or after the Early Termination Date shall be on the same basis as set forth in Article 5 and the Schedule of Compensation, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. Any disputes arising from or related to the amount to be paid to Consultant hereunder shall be settled in accordance with Article 6 of this Agreement.

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

If the County's election to terminate this Agreement for default under Sections 9.a and 9.b is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination by the County under this Section 9.c.

On the expiration or earlier termination of this Agreement: (i) all rights, licenses and authorizations granted to the County hereunder will immediately terminate and the County will (A) immediately cease all use of and other activities with respect to the Software and the equipment provided by Consultant; and (B) within five (5) business days deliver to

Consultant, or at Consultant's written request destroy, and permanently erase from all devices and systems the County directly or indirectly controls, the Software

d) Suspension

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

Upon the suspension of the Services (and continuing until such suspension is lifted) Agreement: (i) all rights, licenses and authorizations granted to the County hereunder will immediately freeze and become suspend, (ii) the County will immediately cease all use of and other activities with respect to the Software and the equipment provided by Consultant.

Consultant must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer that such suspension has been lifted, that County requests that Consultant resumes the provision of the Services, and that Consultant shall be provided with such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Consultant for the continuation or completion of Services. Any additional costs or expenses actually incurred by Consultant as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of forty-five (45) days within any twelve (12) month period during this Agreement. If the total number of days of suspension exceeds forty-five (45) days, Consultant by written notice may treat the suspension as an early termination of this Agreement under Section 9.c.

e) Right to Offset

In connection with performance under this Agreement, the County may, in the following circumstances, offset any excess costs incurred by the County against the amounts owed to Consultant hereunder:

i) if the County terminates this Agreement following an Event of Default or any other reason resulting from Consultant's performance or non-performance;

ii) if the County exercises any of its remedies under Section 9.b of this Agreement; or

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

The County may offset the excess costs incurred by the County related to the Services or this Agreement against any payment due to Consultant for Services which were completed prior to the termination of this Agreement or prior to the exercise of the remedies granted to the County herein. If the amount offset is insufficient to cover the excess costs incurred by the Company, Consultant shall liable for such difference and must promptly remit to the County such difference upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the County.

f) Delays

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

g) Prepaid Fees

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

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) **General**

This Agreement, together with the exhibits, and any other documents incorporated herein, constitute the sole and entire agreement of the Parties with respect to the subject matter contained herein and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

ii) **No Collateral Agreements**

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

(a) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;

(b) the nature of the Services to be performed;

(c) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement;

(d) the general conditions which may in any way affect this Agreement or its performance;

(e) the compensation provisions of this Agreement; or

(f) any other matters, whether similar to or different from those referred to in (a) through (e) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) **No Omissions**

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

b) Counterparts

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

c) Contract Amendments

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that the total cost of all such amendments does not increase the total amount of the Contract by $200,000 or more. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment increases the total award amount by $200,000 or more, then Board approval will be required.

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

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

d) Governing Law and Jurisdiction

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

e) Severability

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

f) Assigns

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

g) Cooperation

Consultant must at all times cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason (other than due to a breach or failure to pay by the County), or if it is set to expire on its own terms, Consultant use commercially reasonable effort to: (i) assist the County in organizing and conducting an orderly transition of the County to another provider of the Services, if any, (ii) conduct the orderly demobilization of its own operations in connection with the Services, (iii) provide the uninterrupted provision of the Services during such transition period, and (iv) otherwise comply with the reasonable requests and requirements of the Using Agency in connection with the termination or expiration of this Contract. The County shall be required to fairly compensate Consultant for any and all services and assistance provided pursuant to this Section 10(g) in accordance with the Schedule of Compensation or as otherwise agreed 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 either party by a proper authority waives the other party's performance in any respect or waives a requirement or condition to such party'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 waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

i) Independent Consultant

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

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

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

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

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

j) Governmental Joint Purchasing Agreement

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

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

k) Comparable Government Procurement

As permitted by the County, other government entities, if authorized by law, may wish to purchase the goods, supplies, services or equipment from Consultant 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 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. In the event of any failure or delay caused by a Force Majeure Event, the affected Party shall give prompt written notice to the other Party stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

m) Federal Clauses [Intentionally Omitted]

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 Sheriff's Office
50 W. Washington Street, Room 707
Chicago, Illinois 60602
Attention: Chief Financial Officer

and

Cook County Chief Procurement Officer
161 North Clark Street, Suite 2300
Chicago, Illinois 60601
(Include County Contract Number on all notices)

If to Consultant: iTouch Biometrics, LLC
200 W. Monroe Street, Suite 2150A
Chicago, Illinois 60606
Attention: Gerald Bornhofen, CEO

With a copy (which shall not constitute notice) to:

Buckley Fine, LLC
Attn.: Helmut Gerlach
201 S. Grove Avene, 4th Floor
Barrington, Illinois 60102

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 to be 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

1. Project Overview

The Cook County Sheriff's Office (CCSO) books approximately 100,000 arrestees annually and transmits over 90,000 biometric records to the State of Illinois, the City of Chicago, and the FBI. CCSO currently holds more than one million records across approximately 125 locations, supporting not only its own departments but also partner agencies Countywide.

The CCSO is seeking to modernize this aging infrastructure with a new, unified Live Scan and Mobile ID system capable of capturing, printing, storing, and electronically transmitting fingerprints and palm prints in NIST format. This system will support seamless integration with Illinois State Police (ISP) and Chicago Police Department (CPD) systems, as well as CCSO's internal Records Management (RMS) and Jail Management (JMS) systems. It will also include mugshot and SMT image capture, interface with CPD's Automated Arrest application, and provide secure, real-time transmission across the County WAN.

The goal is to deploy a fully compliant, reliable, and user-friendly biometric platform that improves efficiency, reduces processing time, supports remote diagnostics, and enhances data sharing across local, state, and federal agencies.

2. Project Scope

iTouch Biometrics will deliver a comprehensive, turnkey biometric solution that includes all hardware, software, on-site installation, configuration, training, warranty, maintenance, and support services to modernize CCSO's biometric and booking infrastructure. The new system will feature redundant architecture to avoid single points of failure and will support seamless integration with County networks and systems. All components will be professionally installed and configured to deliver a seamless operational transition.

2.1. <u>System Components and Solutions</u>

Preliminary Booking File Server – AFIS Gateway Computer System

iTouch Biometrics Accurate-ID Store & Forward Central Server Software only – High Availability configuration to serve as the backbone of the CABS infrastructure. *County to provide all server hardware pre-configured or access to county VMware, access to county AWS Servers (Amazon Web Service), etc. iTouch Biometrics will not be providing any server hardware.

Key Features:

High Availability Redundancy: All system components will be fully replicated with automatic hot-swappable failovers to ensure continuous operation in the event of hardware failure or outages.

CPD (CLEAR) Integration: The Accurate-ID Store & Forward Central Server will seamlessly integrate with the Chicago Police Department's CLEAR application for streamlined booking and fingerprint submissions. County will provide iTouch Biometrics access to CPD (Clear) and all required ICD's Interface Control Documents.

Search and Reporting Capabilities: All booking records will be fully searchable, with robust reporting capabilities provided through the Accurate-ID Web Portal interface.

Stationary Cabinet Live Scan Workstation

iTouch Biometrics Accurate-ID Stationary Booking System, housed in durable iTouch-branded booking cabinets, purpose-built for high-volume law enforcement use across Cook County.

Key Features:

- Cabinet Design: Ruggedized steel enclosure, providing long term resilience and security in high-use law enforcement environments.
- Accurate-ID Software Suite: Fully integrated with the Accurate-ID Software Suite, enabling seamless record creation, editing, and transmission—compliant with CCSO's CABS infrastructure and workflows.
- Mug Shot & SMT Capture: High-resolution digital imaging system for capturing mugshots and scars, marks, and tattoos (SMTs) in full compliance with NIST standards.
- FBI-Certified Duplex Printer: Integrated duplex printing system capable of producing fingerprint cards, reports, and booking documentation as required by CCSO and state agencies.
- Battery Backup System: Battery backup and surge protection providing up to 45 minutes of autonomous operation during power loss, ensuring uninterrupted booking.
- Hardware Ownership: All cabinet hardware and accessories will be fully owned by the Cook County Sheriff's Office upon final installation and acceptance.

Portable Live Scan Workstation

iTouch Biometrics Accurate-ID Mobile Live Scan System to extend full biometric booking functionality to field operations.

Key Features:

- All-in-One Rugged Design: All critical components are housed within a single ruggedized tablet enclosure for easy portability and deployment.
- Robust Communication Options: Equipped with Wi-Fi, LTE, Bluetooth, and wired networking capabilities. Devices will connect securely to CCSO's network using VPN or approved connection methods.
- Windows 11 Operating System: Devices will operate on Windows 11, ensuring maximum lifecycle support, enhanced security, and compatibility with modern software environments.
- Software Consistency: The Mobile Live Scan devices will run the same Accurate-ID Software Suite as the stationary systems, ensuring full feature parity and eliminating user learning curves between platforms.

2.2 System Integration and Compliance

System Integration with:

- Illinois State Police ABIS
- Chicago Police Department AFIS
- CCSO RMS and JMS systems

Compliance with FBI CJIS, HIPAA, BIPA, and NIST standards

2.3 Network

The Accurate-ID system proposed by iTouch Biometrics is designed to integrate seamlessly within Cook County's existing network infrastructure without requiring specialized configurations or additional bandwidth allocation.

2.4 Network Specifications

Standard Networking Compatibility:
All proposed solutions—including stationary and mobile Live Scan systems—utilize standard networking protocols and can connect securely via CCSO's LAN/WAN infrastructure or VPN where applicable.

Bandwidth Utilization:
During peak operation, system bandwidth usage is estimated to remain below 35 Mbps, ensuring minimal strain on existing network resources.

Minimal Impact:
All devices will maintain the same network footprint as the legacy systems, requiring no significant changes to firewall, routing, or network segmentation policies.

3. Project Governance

3.1 Project Methodology

Project Plan & Implementation Plan of Action

iTouch Biometrics will implement the Accurate-ID Computer-Aided Booking System (CABS) using a proven 5-Phase project framework. Each phase is designed to support rapid deployment, minimize operational disruption, and ensure a fully integrated solution for the CCSO. Phases may operate in parallel where appropriate to accelerate project delivery and support the County's desired timeline.

NOTE: Each LiveScan device must be certified for use before data transactions commence with the State of Illinois systems. This certification is performed by the State of Illinois on a device-by-device basis and each certification must be scheduled with the State of Illinois. Each LiveScan device must be deployed to active service , replacing any existing equipment, immediately following certification.

CCSO will work with iTouch to coordinate and schedule certification and device exchange following certification.

Phase I: Initiation

To jumpstart the project, iTouch Biometrics will launch formal project initiation and planning activities, including:

- Project kickoff meetings with CCSO stakeholders
- Requirements validation and baseline documentation
- Risk management and escalation procedures
- Initial project schedule and resource assignment
- This phase lays the foundation for successful execution and ensures clear alignment between iTouch and CCSO.

Phase II: Customization

Using an **Agile software development methodology**, iTouch will:

- Tailor the Accurate-ID Software Suite to CCSO's operational workflows
- Develop features in iterative cycles for early feedback and validation
- Engage stakeholders through real-time communications and collaborative reviews
- Deliver high-impact functionality quickly and adjust as needed based on operational feedback
- This agile approach promotes flexibility and responsiveness to Cook County's unique requirements.

Phase III: Configuration

For configuration, iTouch will use a structured **Systems Development Lifecycle (SDLC)** methodology to ensure all system components and interfaces are designed, documented, and deployed to exact specifications. Activities include:

- Configuration of Accurate-ID Store & Forward Central Server, AFIS Gateway, and workstation software
- Establishment of secure network and interface connections with ISP, CPD, RMS, JMS, and CABS
- Definition of data storage policies and backup protocols
- Extensive system documentation and internal testing

Phase IV: Installation

The physical installation of hardware will follow a **Waterfall methodology** to ensure a consistent, controlled deployment process. Activities include:

- Pre-assembly and pre-configuration of Live Scan workstations and mobile units
- On-site system installation at approximately 125 locations
- Connectivity verification with ISP and CCSO networks
- Device validation, functional testing, and live record submission
- Coordination with CCSO BOIT for legacy system removal and safe hardware disposal

Phase V: Implementation

Deployment will conclude with an **SAP Rapid Deployment model**, enabling:

- Structured, location-based rollout
- On-site presence of iTouch staff during go-live for real-time support
- Role-based training for administrators, officers, and IT staff
- Fostered user ownership of new technology through guided adoption
- Seamless transition from legacy systems with minimal disruption
- Each site will transition into full operational use only after successful testing and CCSO approval.

This structured approach enables iTouch Biometrics to deliver a compliant, reliable, and fully integrated system while meeting CCSO's technical, operational, and scheduling needs. Our project team will be led by Project Manager, Ashley Denham.

3.2 <u>Change Order Process</u>

iTouch Biometrics LLC has a structured Change Control and Issue Resolution Process to govern all modifications to project scope, deliverables, or timelines during the CABS implementation. This process ensures that any proposed change is evaluated for impact on cost, schedule, technical performance, and resources before it is approved and implemented.

Change Order Process Steps:

1. Change Request Submission:
   The CCSO will submit a written Change Request to the iTouch Project Manager. The request will detail the nature, justification, and urgency of the proposed change.

2. Evaluation and Documentation
   The iTouch project team will evaluate the request's impact on scope, schedule, budget, and resources. The Project Manager will prepare a formal Change Order Document, which includes:

   - Description of the proposed change

- Technical or process solution
- Pricing (if applicable)
- Impact analysis (timeline, deliverables, resources)

Note: Zero-cost Change Orders may be used to track non-monetary changes.

3. Review and Approval
   The CCSO and iTouch will jointly review the proposed Change Order. The change will be approved, modified, postponed, or rejected based on operational need, feasibility, and impact. Approved changes will be signed by both parties prior to the Change Order's expiration date.

4. Implementation and Tracking
   Once approved, iTouch will update all affected project documentation including the work plan, schedule, design documents, and Bill of Materials (if applicable). All Change Orders will be logged and monitored to ensure proper execution and accountability.

3.3 Critical Success Factors

Several key factors will contribute to the smooth and successful implementation of the Accurate-ID CABS solution across Cook County:

Clear and timely communication between iTouch Biometrics, CCSO leadership, agency representatives, and other stakeholders.

Detailed and realistic planning supported by clearly defined deliverables, schedules, and roles.

Comprehensive technical documentation to ensure all interfaces (e.g., ISP, CPD, RMS/JMS) are clearly understood and validated prior to deployment.

3.4 Project Assumptions

The following assumptions are made in the planning and pricing of this project:

Facility Access & Readiness:
CCSO will ensure facility readiness at all deployment sites, including access, workspace, environmental conditions, and power availability per iTouch specifications.

Network Infrastructure:
CCSO will support and provide all necessary network connectivity (LAN/WAN), firewall access, and backend communication paths for successful installation and testing.

Interface Coordination:
CCSO will coordinate testing and implementation of required integrations, including Illinois State Police AFIS, CPD CLEAR, and CCSO's RMS/JMS platforms.

Data Provisioning:
CCSO will provide all necessary data in NIST format for system migration and testing purposes.

Site Access for Deployment:
CCSO will ensure hardware delivery and site access, including after-hours or weekend availability where required to minimize disruption.

Legacy Transaction Finalization:
CCSO will complete and clear all active or pending transactions on current Live Scan systems prior to cutover. iTouch Biometrics is not responsible for residual or incomplete booking data, failed transmissions, waiting transmission status on any of the local devices at the point of upgrade.

4. Project Implementation

4.1 Ongoing Project Management

iTouch Biometrics is committed to maintaining consistent, transparent, and proactive project oversight throughout the deployment of the Accurate-ID CABS solution for the Cook County Sheriff's Office (CCSO). Our project management approach emphasizes timely communication, measurable progress tracking, and accountability to ensure the project remains aligned with agreed scope, schedule, and quality objectives.

Status Reporting
Project performance will be continuously monitored and reported through detailed Monthly Status Reports, which will include:

- Alignment with project scope and timelines
- Status of tasks and milestones
- Identification and resolution of issues or risks
- Quality assurance checkpoints
- Progress toward key deliverables

These reports serve as validation tools for CCSO, confirming that all project activities are proceeding according to plan and on schedule.

iTouch Project Manager Role

The iTouch Project Manager will lead project execution and serve as the primary point of contact for CCSO. Responsibilities include:

- Overseeing day-to-day activities and implementation timelines
- Delivering regular updates to both CCSO stakeholders and internal teams
- Ensuring adherence to all performance standards and contractual obligations

Communications Plan & Status Meetings

A formal Communications Plan will guide the frequency, format, and content of project updates. Weekly project status meetings will be held between iTouch and CCSO to:

- Review ongoing and upcoming milestones

- Address open issues or action items
- Validate forecasted vs. actual progress
- Adjust project activities as needed for continued success

Monthly Status Report Contents

- Each monthly status report will include, at a minimum:
- Date/Status Period
- Project Executive Summary (progress to date)
- Project Summary (highlights, updates, and pending actions)
- Accomplishments during the reporting period
- Objectives for the next period
- Milestones & Deliverables with their respective status: Planned / Forecasted / Actual

4.2 Project Timeline

Phase	Key Activities	Duration	Start/End
Phase I: Initiation	Project kickoff, stakeholder alignment, risk planning	1 week	Week 1
Phase II: Customization	Agile configuration of Accurate-ID software, CPD/ISP integration, interface development	2–3 weeks	Weeks 2–4
Phase III: Configuration	Server setup, AFIS gateway configuration, NIST archive setup, backend testing	2–3 weeks	Weeks 4–6
Phase IV: Installation	Pre-assembly, shipping, hardware installation, network configuration, workstation testing	2–3 weeks	Weeks 5–7
Phase V: Implementation & Training	Admin/User training, go-live support, final validation, help desk handoff	2–3 weeks	Weeks 6–9
Data Migration (parallel activity)	Record export/import, testing, NIST conversion	Ongoing	Weeks 4–8
Test Environment Evaluation	10-day system trial (as per RFP), County review	2 weeks	Weeks 7–9

Subject to hardware availability

4.3 Requirements Validation and Configuration

Key Activity	Deliverables	Key Personnel/Responsibility	Acceptance Criteria
1. Business Requirements Validation	1. Stakeholder-approved requirements document 2. Requirements traceability matrix 3. Functional workflows and booking use cases	Project Manager / CCSO Stakeholders	Written sign-off on documented business requirements
2. Technical Requirements Validation	1. Network topology and specs validated 2. Integration protocols confirmed with ISP, CPD, RMS/JMS 3. Server and security architecture diagrams	iTouch Solutions Engineer / CCSO IT Lead	Documented approval of technical specifications and infrastructure readiness
3. Configuration	1. Accurate-ID Store & Forward Central Server and workstation setup 2. Network and security policies applied 3. Test environment prepared and validated	iTouch DevOps Team / CCSO IT Admins	Successful baseline configuration validated via test checklist
4. Environment Setup	1. Server Software delivery and staging 2. Network environment configuration 3. System resource allocation	iTouch Deployment Engineer / CCSO IT	Servers operational and network-ready for Accurate-ID deployment
5. Software Customizations	1. Customized UI elements 2. Jurisdiction-specific field mappings 3. Interface logic tailored for ISP/CPD	iTouch Software Engineer / CCSO Business Analyst	UAT sign-off on customized workflows and field-level inputs
6. Requirements Traceability Matrix	1. Matrix mapping business and functional requirements to deliverables 2. Updated throughout project phases	iTouch Project Manager / CCSO QA Lead	Complete matrix approved prior to final testing and go-live

4.4 System Implementation and Configuration

Key Activity	Deliverables	Key Personnel/ Responsibility	Acceptance Criteria
Site Survey	Review of location and condition of current equipment	iTouch/on-site CCSO personnel	Area deemed operable and free of impairments
Mechanical Survey	Connections for all required hardware	iTouch	Mechanics in place pursuant to building code
Space Preparation	Based on Site-by-Site Survey needs	Local Agency	Hardware installed
Validation	State Connectivity	iTouch/CCSO	Connectivity based on State static IP delivered to Client
Legacy Removed	Contingent on SOW	iTouch	Remove all identified legacy hardware/software pursuant to SOW

4.5 Data Conversion and Migration

iTouch offers comprehensive data migration services to ensure a seamless transition of the County's existing records into our system. Our Professional Services Team will oversee and manage the entire migration process from start to finish.

To begin, the County will need to provide access to its current data storage directory, along with a sample transaction. This information will allow us to configure and adapt our software to accurately import legacy data.

To maintain strict security protocols, all data migration activities will be conducted within a local, closed network environment, minimizing exposure to potential threats. Our team will modify the iTouch software as needed to support transaction imports from the County's existing server.

Once the data has been successfully migrated and stored on an iTouch system, responsibility for any further data cleansing or validation will rest with the County, based on its internal standards and requirements.

4.6 Quality Assurance and Regression Testing

iTouch Biometrics employs a structured, on-premises quality assurance process to ensure the reliability and stability of its Accurate-ID software. Each software release undergoes code review, exploratory testing, and a comprehensive suite of 592 automated end-to-end regression tests, executed over a 10-hour cycle. Additional QA measures include integration testing, UAT, and Illinois-specific scenario validation. This ensures every deployment meets CCSO's operational, security, and performance standards.

Key Activity	Deliverables	Key Personnel / Responsibility	Acceptance Criteria
1. High-Level QA Approach	- QA methodology - Code review checkpoints - Merge approval process	QA Lead / Dev Team	Internal QA sign-off and documentation approval
2. Testing & Promotion	- Exploratory testing reports - Release notes - Build approval checklist	Test Engineer / Release Manager	Meets functionality requirements and readiness for promotion
3. System Testing (Integration, Conversion, Regression, Usability)	- Integration logs - Conversion success rates - Automated regression test results (592 tests, 10 hrs runtime)	QA Analyst / System Tester	All critical regression scenarios passed; automated suite completion with no failures
4. Test Plan / Case Development	- Full test plan - Test case matrix - Risk coverage assessment	QA Analyst	Test plans reviewed and approved by QA lead and PM
5. User Acceptance Testing (UAT)	- UAT scripts - Live environment testing results - CCSO stakeholder sign-off	Project Manager / CCSO Team	Acceptance of scenarios by CCSO team in production-like conditions
6. Regression Testing Performance	- Illinois-specific scenario validation - 592 automated tests - Multi-state testing (e.g., FOIA, Online Booking, Store & Forward)	QA Automation Team	Validation logs per scenario (times ranged from <1s to ~2m30s per test)
7. Other	- Issue tracking logs - Change requests - Performance improvement reports	QA and Change Control Board	Reviewed and accepted through change control workflow

4.7 Knowledge Transfer/Training

Key Activity	Deliverables	Key Personnel/ Responsibility	Acceptance Criteria
1. Knowledge Transfer	1. On site Train-the-Trainer 2. Operational and Reference Manual 3. Online Detailed Field Level Assistance Manual 4. Instructional Video 5. Q & A Documentation 6. Follow up	iTouch/on-site CCSO personnel	Accepted transaction submitted to State via established preferred path
2. End User Training	1. Navigation ability to create a new record 2. Collect prints in accordance with NIST standard 3. Review and Submit records 4. Search records	iTouch	Accepted transaction submitted to State via established preferred path
3. Administrator Training	1. Navigation ability to create a new record 2. Collect prints in accordance with NIST standard 3. Review and Submit records 4. Search Records 5. Navigate at administrator to modify record 6. Identify needed modification 7. Manage site records	iTouch/CCSO Tech Unit	Sample – modified action/authorization accepted transaction submitted to State via established preferred path
4. Transition	1.Working with the CCSO IT Group to assist in transitioning from the old system to the new state-of-the- art Accurate-ID	iTouch /CCSO Tech Unit	Accepted transaction submitted to State via established preferred path
5. Rollout Support	1.Working closely with each of the local sites to seamlessly install and integrate the new Accurate-ID system	iTouch/on-site CCSO personnel	Accepted transaction submitted to State via established preferred path

4.8 Contract Performance Review and Acceptance

4.8.1 Performance Standards

iTouch Biometrics shall deliver all services, software, and hardware described in this Statement of Work (SOW) in accordance with the timelines, quality standards, and functionality requirements set forth in RFP No. 2317-04243R and the final project plan approved by the Cook County Sheriff's Office (CCSO).

Performance will be evaluated based on the following criteria:

- Completion of agreed-upon deliverables and milestones on time and within scope
- Successful integration with CCSO's RMS, JMS, ISP ABIS, and CPD CLEAR systems
- Compliance with applicable standards including FBI CJIS, HIPAA, BIPA, and NIST
- Accuracy, availability, and reliability of deployed systems across all installation sites
- Responsiveness to support issues and adherence to the Service Level Agreement (SLA)

4.8.2 Acceptance Criteria

The CCSO shall formally accept each phase of work or deliverable based on the following criteria:

- Functional Validation: All system components must meet functional and technical requirements as specified in the approved requirements documentation.
- System Testing: Each deployment site must pass a site-specific system test conducted by iTouch and CCSO personnel. This includes biometric capture, data transmission, interface operation, and workstation stability.
- User Acceptance Testing (UAT): CCSO will conduct UAT on a representative system to validate that the Accurate-ID platform performs as intended in a live environment.
- Documentation and Training Completion: All relevant system documentation and training for end users and administrators must be delivered prior to acceptance.
- Issue Resolution: Any critical or high-priority defects identified during testing must be resolved or mitigated before final acceptance.

4.8.3 Final Project Acceptance

Upon successful completion of all project phases, including:

- Completion and verification of all site installations
- Migration of historical data (as applicable)
- Delivery of documentation, training, and final reports
- Resolution of open issues, if any

A Final Acceptance Review will be conducted by CCSO. Upon mutual agreement that all contract requirements have been fulfilled, CCSO will issue a formal written notice of final acceptance, triggering the start of the warranty period and support obligations.

4.8.4 Schedule of Performance Credits

iTouch Biometrics agrees to a performance credit structure to ensure accountability in the event of extended system unavailability due to hardware or software issues related to the Accurate-ID Live Scan units.

For each 24-hour period that a single Live Scan device remains non-operational beyond an initial 24-hour response window—starting from the time a valid service ticket is submitted—iTouch Biometrics shall credit the Cook County Sheriff's Office (CCSO) an amount equal to 0.05% of the annual maintenance fee for that individual Live Scan unit.

Credits are calculated in full 24-hour increments and are not prorated for partial days.

The total amount credited for any individual Live Scan unit shall not exceed 10% of its annual maintenance fee in a given contract year.

This performance credit applies only to service disruptions caused by iTouch-supplied Live Scan hardware or software, and excludes delays attributable to network, facility, or third-party dependencies outside of iTouch's control.

This clause serves as a commitment by iTouch Biometrics to maintain high service availability and swift issue resolution for all deployed Live Scan systems.

4.9 Support and Maintenance

iTouch Biometrics is committed to delivering high-availability technical support and comprehensive maintenance services for the Accurate-ID CABS system throughout Cook County. With headquarters located at 200 W. Monroe Street, Chicago, IL 60606, iTouch offers rapid response service to all CCSO facilities and affiliated agencies.

Support Coverage

24/7/365 Help Desk:
iTouch will establish and maintain a dedicated 24/7/365 Help Desk for the Cook County Sheriff's Office (CCSO) and its partner agencies. The Help Desk will serve as the central point of contact for all technical support and service requests.

- Contact methods: Phone and Email
- Staffed by trained experts/iTouch Biometrics employees with extensive knowledge of all aspects of the Accurate-ID Live Scan system and software.

Tiered Support Structure:
iTouch will assume responsibility for the full support lifecycle, including:

- Tier 1: Frontline issue intake and user-level troubleshooting
- Tier 2: Advanced diagnostics, software review, and remote intervention

- Tier 3: Engineering-level escalation for code-level fixes, integration issues, and system updates

Support Plans

Technical support services are available to all CCSO users with an active maintenance agreement. Support includes:

- Assistance with hardware/software issues
- Troubleshooting and workflow support
- On-site visits when required
- Access to software updates, bug fixes, and compliance changes (e.g., ISP transaction updates)

Service Level Agreement (SLA)

To ensure maximum uptime and responsiveness, iTouch offers the following performance guarantees:

- Critical Downtime Response: If a system outage or severe issue is not resolved within 1 hour of initial report, an iTouch field technician will be dispatched to the affected location.
- Response Time Commitment:
  All Cook County locations can expect on-site support within 2 hours of escalation, ensuring minimal service disruption.
- Proactive Monitoring and Maintenance:
  iTouch will provide regular system health checks, software updates (including OTA patches), and support logs to ensure continued optimal performance of all deployed systems.

Warranty

- iTouch Biometrics ensures that all hardware components delivered as part of the Accurate-ID Live Scan solution are covered under the following manufacturer-backed warranty terms:
- Thales CS500Q Palm Scanner: Covered under a 2-year manufacturer's warranty.
- All other hardware components (including fingerprint scanners, printers, tablets, and peripherals): Covered under a 1-year manufacturer's warranty.
- To support rapid service and minimize downtime:
- Spare parts for all proposed system components are maintained locally within Cook County.
- These parts can be dispatched with a certified service technician within 2 hours in the event of failure, ensuring timely hardware replacement and service continuity.

4.10 Key Personnel

iTouch Biometrics brings together a highly qualified, full-time team of industry veterans, engineers, and support staff to ensure the successful delivery and long-term support of the Accurate-ID CABS solution for the Cook County Sheriff's Office (CCSO). The following individuals represent the core leadership and implementation team assigned to this project:

Gerald Bornhofen – Owner & CEO
Role: Executive Oversight
Experience: 20+ years in technology leadership, including founding iTouch Biometrics and multiple software and technology firms.

Edward Galvin – Chief Technology Officer
Role: Technical Strategy & Systems Architecture Lead
Experience: Over 15 years of experience in systems engineering, public safety IT, and enterprise software integration.
Certifications: Microsoft Certified Professional / Systems Engineer

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Ashley Denham – Project Manager
Role: Project Management & Stakeholder Communication
Experience: Over 4 years with iTouch, progressing from administrative support to project leadership.

Almedin Smajlovic – IT Solutions Engineer
Role: Systems Integration & Field Engineering
Experience: Expert in network administration, Live Scan deployment, and backend configurations.

Ryan Bornhofen – IT Solutions Engineer
Role: Software Deployment & Security Oversight
Experience: Senior Platform Engineer; holds a Master's in Cybersecurity from NYU.

Ethan Igunbor – Dedicated Cook County Technical Support Specialist
Role: Field Service, Installation & Training Support
Experience: IT support background with Apple and University of Illinois Tech Services.

Jack Bornhofen – Dedicated Cook County Technical Support Specialist
Role: Primary Onsite Technical Support for CCSO
Experience: Nearly a decade of experience in client support, service management, and Live Scan operations at iTouch.

This team combines deep technical expertise, project experience, and a long-standing relationship with Live Scan technologies to ensure CCSO's objectives are met with excellence.

5. System Overview

5.1 Architecture Overview

Figure 1: Accurate-ID Solution Components

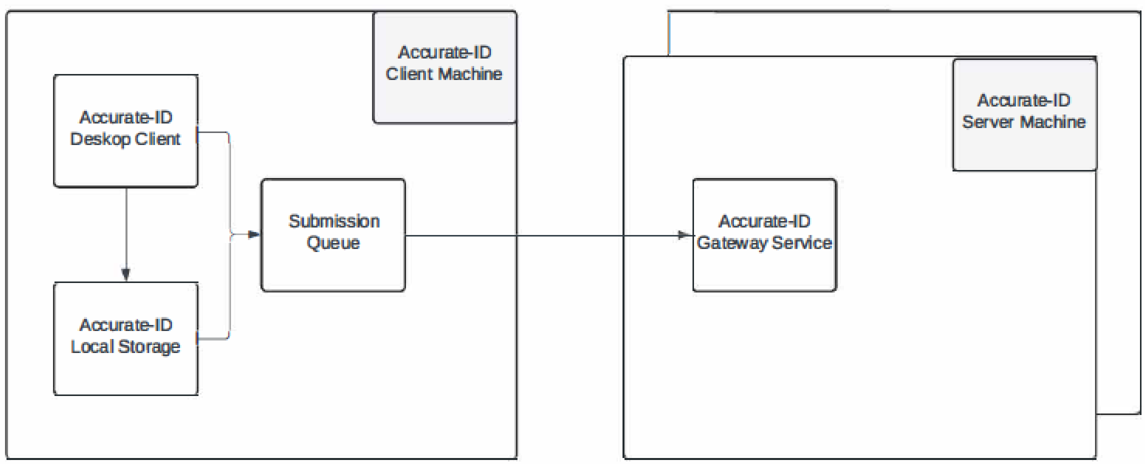
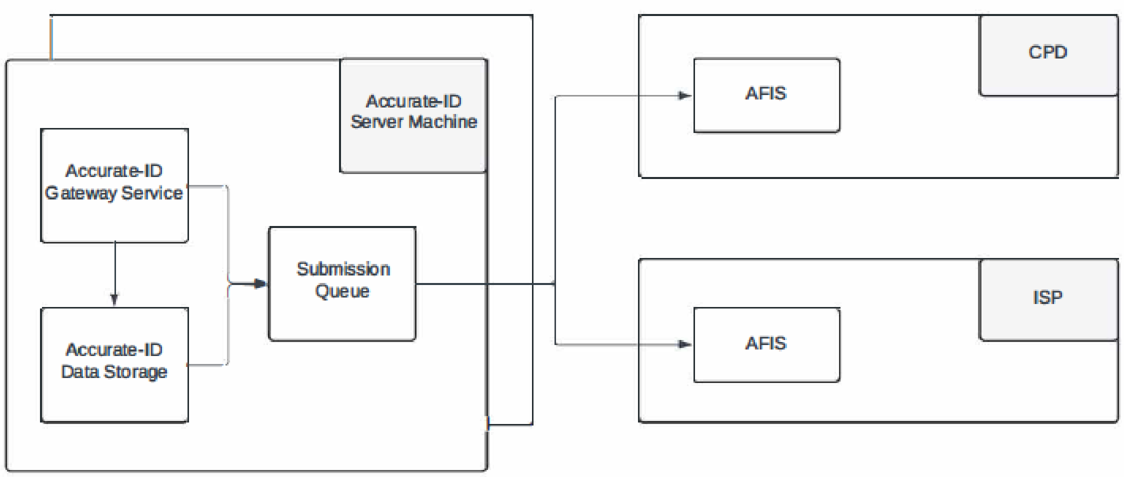
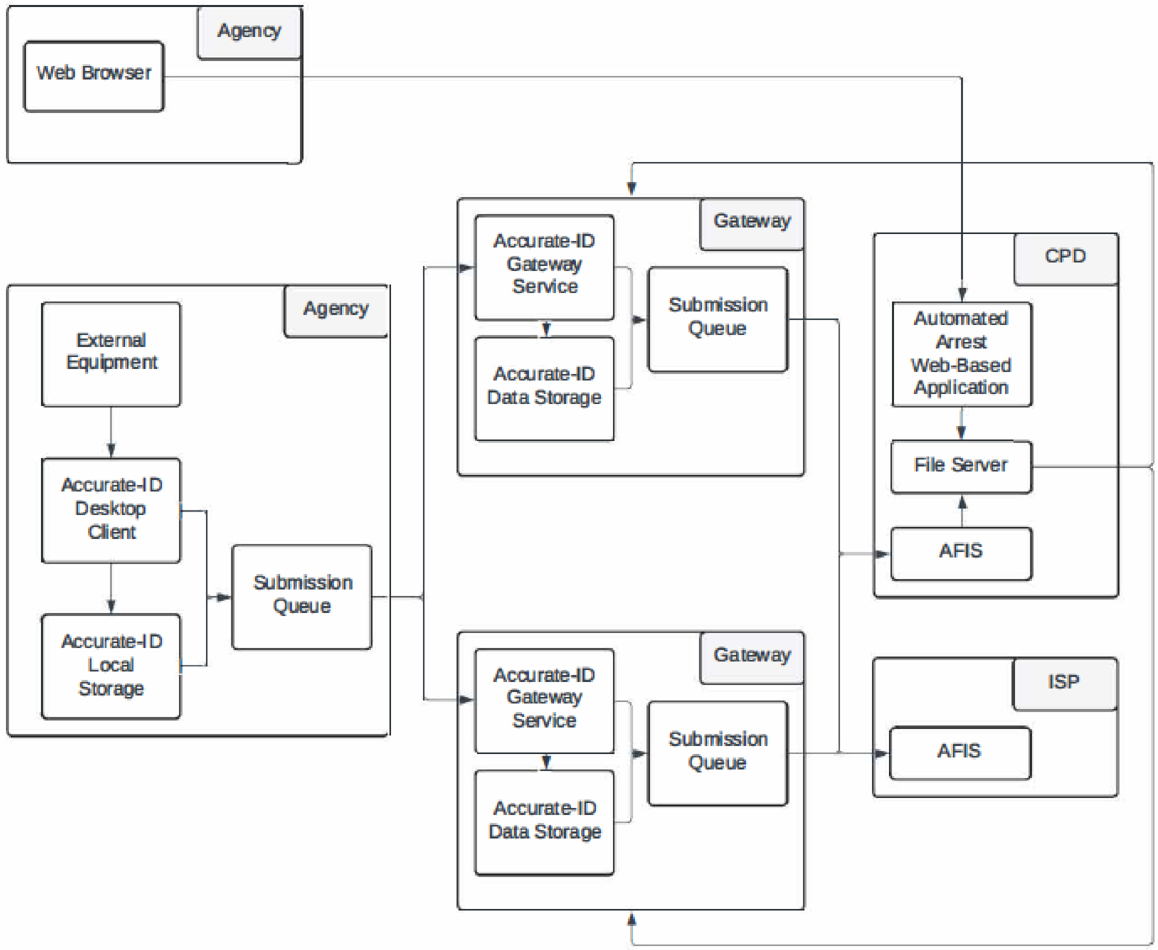


Figure 2: Accurate-ID Server Components



Accurate-ID Solution for Cook County

Figure 3: Accurate-ID Deployment Diagram



Scenario #1: Using Accurate Arrest Application and Accurate ID Gateway Servers

Figure 4: Data Flow Process in Scenario #1

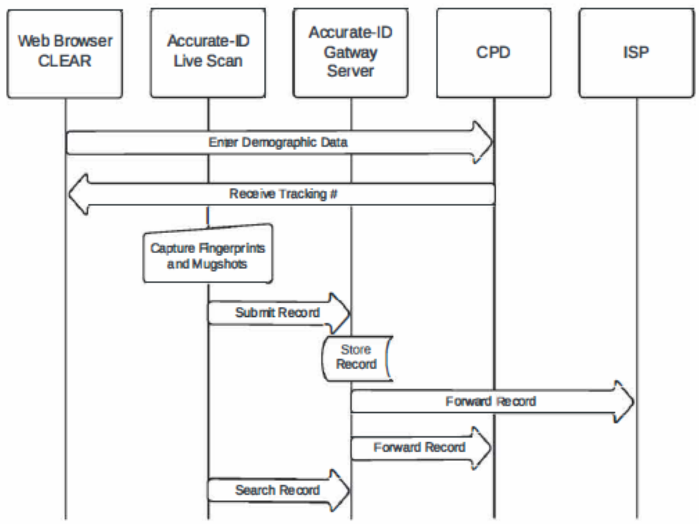
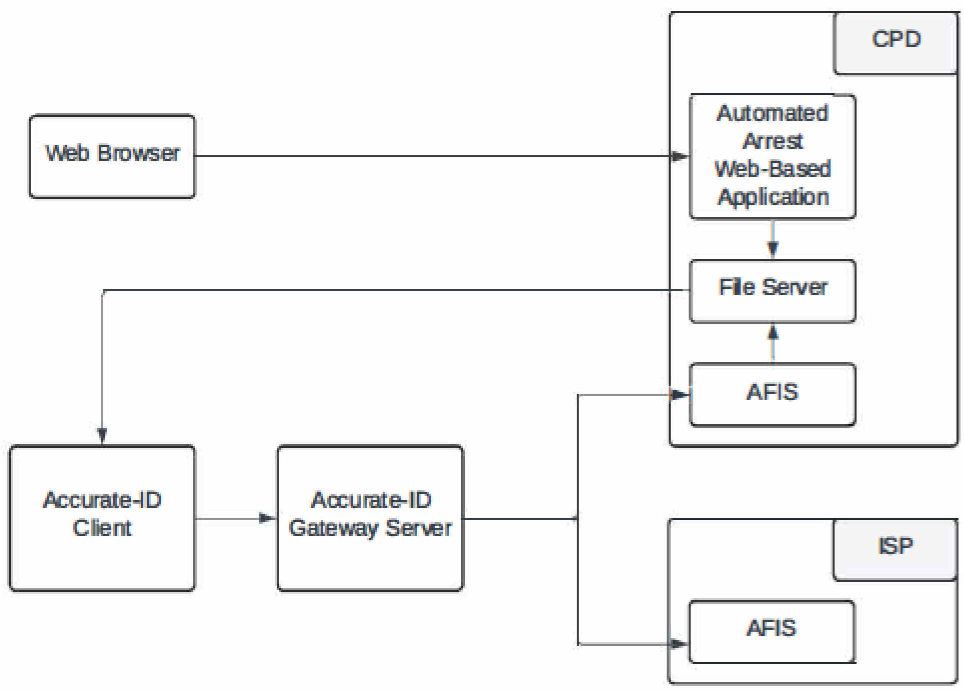


Figure 5: Component Diagram for Scenario #1



Scenario #2: Using Accurate-ID Gateway Servers and Accurate-ID Client for entering demographic data

Figure 6: Data Flow Process in Scenario #2

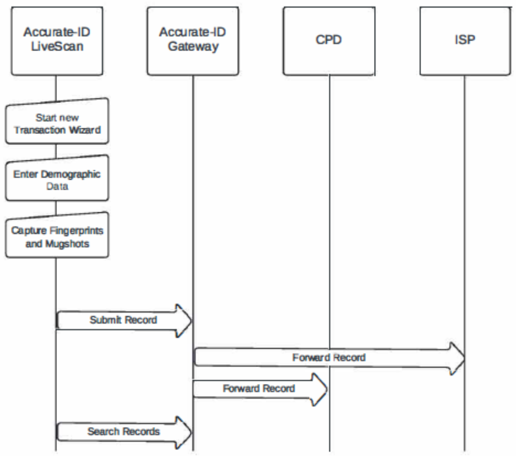
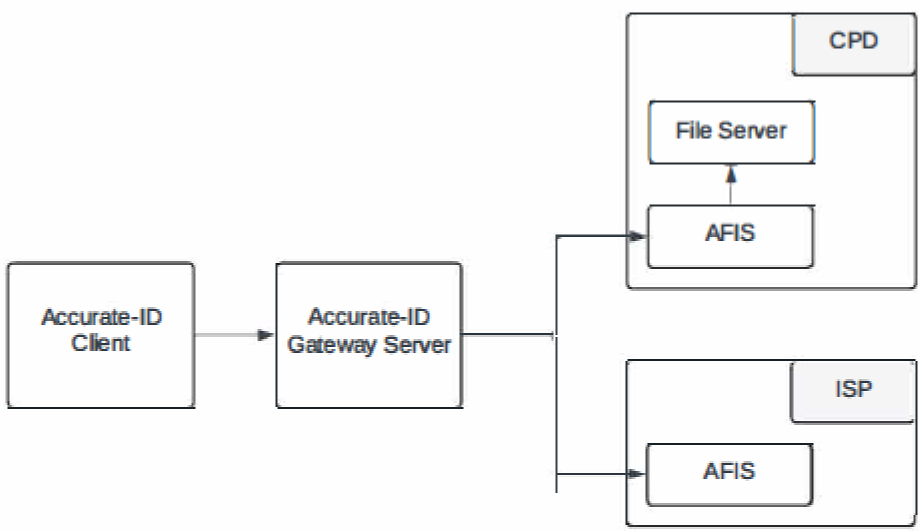
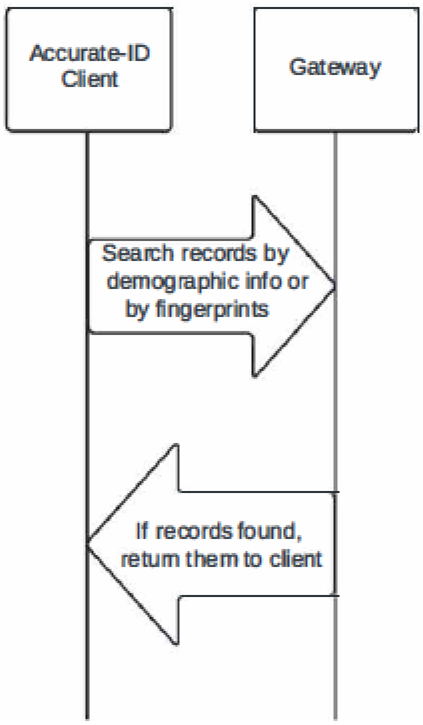


Figure 7: Component Diagram for Scenario #2



Working with Mobile ID Device in the field

Figure 8: Record Search Data Flow Process



5.2 Accurate-ID System Requirements

PALM PRINT CLIENT		
	MINIMUM:	**RECOMMENDED:**
Operating System:	Microsoft Windows 11 **(64-bit only)**	Microsoft Windows 11 **(64-bit only)**
CPU Processor Type:	Intel i5 12th generation	Intel i7 13th generation
Memory:	16 GB RAM	32 GB RAM
Disk Space:	500 GB SSD	1 TB SSD
.NET Framework:	.NET Framework 4.5	.NET Framework 4.5

CENTRAL SERVER		
***Consult an iTouch technical representative to confirm system resources will be able to handle expected transaction load. Provided server specs are a minimum for software operation with 100,000 transactions and does not guarantee optimal performance for your operating environment.*		
	MINIMUM:	**RECOMMENDED:**
Operating System:	Microsoft Windows Server 2019 **(64-bit)**	Microsoft Windows Server 2022 **(64-bit)**
CPU Processor Type:	Dual Xeon	Quad Xeon
Memory:	128 GB RAM	256 GB RAM
Disk Space:	5 TB SSD	10 TB SSD
.NET Framework:	.NET Framework 4.5	.NET Framework 4.5

EXHIBIT 2

Schedule of Compensation

Schedule of Compensation – iTouch Biometrics

1. Cost Description

Item	Qty	Unit Price	Total
Palm & Print Scanner	200	$6,000.00	$1,200,000.00
Cabinet	200	$3,500.00	$700,000.00
UPS (Included)	200	0	0
Tablet	200	$6,000.00	$1,200,000.00
Touchscreen Monitor	200	$1,000.00	$200,000.00
Desktop	200	$1,600.00	$320,000.00
Camera	200	$1,200.00	$240,000.00
MS821dn Printer	200	$1,800.00	$360,000.00
Accurate-ID Store & Forward Central Server Software	1	$175,000.00	$175,000.00
Integration	400	$1,000.00	$400,000.00
IL Civil Software	400	$990.00	$396,000.00
IL Law Software	400	$1,980.00	$792,000.00
On-Site Installation	400	$600.00	$240,000.00
Live Scan Maintenance & Support (Year 2-5)	1600	$1,782.00	$2,851,200.00
Accurate-ID Store & Forward Central Server Maintenance (Year 2-5)	4	$40,500.00	$162,000.00

Total 5 Year Project Cost: $9,236,200.00

2. Optional Renewal

Optional Renewal	Period	Total
Optional Renewal Cost - Year One	Year 6	$832,500
Optional Renewal Cost - Year Two	Year 7	$832,500

Total Optional Renewal Two Year Cost: $1,665,00.00

4. Payment Schedule

The following outlines iTouch Biometrics' detailed payment schedule, aligned with corresponding project milestones and associated payment terms:

Contract Execution: Ten percent (10%) of the total purchase price shall be due and payable upon execution of this Agreement by both parties.

4. Payment Schedule

The following outlines iTouch Biometrics' detailed payment schedule, aligned with corresponding project milestones and associated payment terms:

Contract Execution: Ten percent (10%) of the total purchase price shall be due and payable upon execution of this Agreement by both parties.

Requirements Approval: Forty percent (40%) of the total purchase price shall be due and payable upon formal approval and sign-off of the Requirements Definition Document (RDD).

Equipment Shipment: Forty percent (40%) of the total purchase price shall be due and payable upon shipment of all required equipment to designated CCSO locations.

Final Acceptance: The remaining ten percent (10%) shall be due and payable upon written confirmation of full system acceptance by CCSO.

EXHIBIT 3

Information Technology Special Conditions (ITSCs)

Sheriff Information Technology Special Conditions ("ITSCs")

1. DEFINITIONS FOR SPECIAL CONDITIONS

1.1. "***Agreement***" means this document, the Sheriff Information Technology Special Conditions, and the terms and conditions herein.

1.2. ***"Assets"*** means Equipment, Software, Intellectual Property, IP Materials and other assets used in providing the Services. Assets are considered in use as of the date of deployment.

1.3. "***Business Associate Agreement***" or "***BAA***" means an agreement that meets the requirements of 45 C.F.R. 164.504(e).

1.4. "***Business Continuity Plan***" means the planned process, and related activities, required to maintain continuity of business operations between the period of time following declaration of a Disaster until such time an IT environment is returned to an acceptable condition of normal business operation.

1.5. ***"Cardholder Data"*** means data that meets the definition of "Cardholder Data" in the most recent versions of the Payment Card Industry's Data Security Standard.

1.6. ***"Change"*** means, in an operational context, an addition, modification or deletion to any Equipment, Software, IT environment, IT systems, network, device, infrastructure, circuit, documentation or other items related to Services. Changes may arise reactively in response to Incidents/Problems or externally imposed requirements (e.g., legislative changes), or proactively from attempts to (a) seek greater efficiency or effectiveness in the provision or delivery of Services; (b) reflect business initiatives; or (c) implement programs, projects or Service improvement initiatives.

1.7. "***Change Management***" means, in an operational context, the Using Agency approved processes and procedures necessary to manage Changes with the goal of enabling Using Agency- approved Changes with minimum disruption.

1.8. ***"Change Order"*** means a document that authorizes a Change to the Services or Deliverables under the Agreement, whether in time frames, costs, or scope.

1.9. ***"Change Request"*** means one Party's request to the other Party for a Change Order.

1.10. ***"Contractor"*** has the same meaning as either: (a) both "Contractor" and "Consultant" as such terms are defined, and may be interchangeably used in the Professional Services Agreement.

1.11. "***Contractor Confidential Information***" means all non-public proprietary information of Contractor that is marked confidential, restricted, proprietary, or with a similar designation; provided that Contractor Confidential Information excludes: (a) Using Agency Confidential Information, (b) Using Agency Data; (c) information that may be subject to disclosure under Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. or under the Cook County Code of Ordinances; and (d) the terms of this Agreement, regardless of whether marked with a confidential designation or not.

1.12. "***Contractor Facilities***" means locations owned, leased or otherwise utilized by Contractor and its Subcontractors from which it or they may provide Services.

1.13. "***Contractor Intellectual Property***" means all Intellectual Property owned or licensed by Contractor.

1.14. "***Contractor IP Materials***" means all IP Materials owned or licensed by Contractor.

1.15. ***"Contractor Personnel"*** means any individuals that are employees, representatives, Subcontractors or agents of Contractor, or of a direct or indirect Subcontractor of Contractor.

1.16. "***Contractor-Provided Equipment***" means Equipment provided by or on behalf of Contractor."

1.17. "***Contractor-Provided Software***" means Software provided by or on behalf of
Contractor.

1.18. "***Criminal Justice Information***" means data that meets the definition of "Criminal Justice Information" in the most recent version of FBI's CJIS Security Policy and also data that meets the definition of "Criminal History Record Information" at 28 C.F.R. 20.

1.19. "***Critical Milestone***" means those milestones critical to the completion of the Services as identified in this Agreement, in any work plan, project plan, statement of work, or other document approved in advance by the Using Agency.

1.20. "***Data Protection Laws***" means laws, regulations, regulatory requirements, industry self- regulatory standards, and codes of practice in connection with the processing of Personal Information, including those provisions of the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. §§ 1320(d) et seq.) as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (42 U.S.C. §§ 17921 et seq.) and the Payment Card Industry standards.

1.21. ***"Data Security Breach"*** means (a) the loss or misuse (by any means) of any Using Agency Data or other Using Agency Confidential Information; (b) the unauthorized or unlawful access, use, or disclosure of any Using Agency Data or other Using Agency Confidential Information; or (c) any other act or omission that compromises the security, confidentiality, integrity or availability of any Using Agency Data or other Using Agency

Confidential Information.

1.22. ***"Deliverable"*** has the same meaning as either: (a) "Deliverable" as defined in the Professional Services Agreement.

1.23. "***Developed Intellectual Property***" means Intellectual Property as well as any IP Materials conceived, developed, authored or reduced to practice in the course of or in connection with the provision of the Services, including, but not limited to: (a) modifications to, or enhancements (derivative works) of, the Using Agency Intellectual Property or the Using Agency IP Materials; (b) Developed Software; (c) documentation, training materials, or other IP Materials that do not modify or enhance then existing Using Agency IP Materials; and (d) modifications to or enhancements (derivative works) of, Third Party Intellectual Property or related IP Materials to the extent not owned by the licensor of the Third Party Intellectual Property under the terms of the applicable license.

1.24. "***Developed Software***" any Software conceived, developed, authored or reduced to practice in the course of or in connection with the provision of the Services (including any modifications, enhancements, patches, upgrades or similar developments).

1.25. "***Disaster***" means a sudden, unplanned, calamitous event causing substantial damage or loss as defined or determined by a risk assessment and business impact analysis, and which creates an inability or substantial impairment on the organization's part to provide critical business functions for a material period of time. This also includes any period when the Using Agency management decides to divert resources from normal production responses and exercises its Disaster Recovery Plan.

1.26. "***Disaster Recovery Plan***" means the planned process, and related activities, required to return an IT environment to an acceptable condition of normal business operation following declaration of a Disaster.

1.27. "***Equipment***" means the computer, telecommunications, network, storage, and related hardware and peripherals owned or leased by the Using Agency or its Third Party Contractors, or by Contractor or its Subcontractors, and used or supported by Contractor or its Subcontractors, or by the Using Agency or its agents, in connection with the Services.

1.28. "***Exit Assistance Plan***" means a detailed plan for the delivery of the Exit Assistance Services.

1.29. "***Exit Assistance Period***" has the meaning given in Section 9.2.

1.30. "***Exit Assistance Services***" means such exit assistance services as are reasonably necessary from Contractor and/or its Subcontractors to enable a complete transition of the affected Services to the Using Agency or the Using Agency's designee(s), including, but not limited to, all of the services, tasks and functions described in Section 9.

1.31. "***Illicit Code***" means any hidden files, automatically replicating, transmitting or activating computer program, virus (or other harmful or malicious computer program) or any Equipment-limiting, Software-limiting or Services-limiting function (including, but not limited to, any key, node lock, time-out or similar function), whether implemented by electronic or other means.

1.32. "***Incident***" means any event that is not part of the standard operation of a service in the Using Agency IT environment (including an event in respect of the Services or any Equipment or Software) and that causes, or may cause, an interruption to, or a reduction in the quality of, that service. The Using Agency will determine the severity level of each reported Incident.

1.33. "***Intellectual Property***" means any inventions, discoveries, designs, processes, software, documentation, reports, and works of authorship, drawings, specifications, formulae, databases, algorithms, models, methods, techniques, technical data, discoveries, know how, trade secrets, and other technical proprietary information and all patents, copyrights, mask works, trademarks, service marks, trade names, service names, industrial designs, brand names, brand marks, trade dress rights, Internet domain name registrations, Internet web sites and corporate names, and applications for the registration or recordation of any of the foregoing.

1.34. "***IP Materials***" means works of authorship, software, documentation, processes, designs, drawings, specifications, formulae, databases, algorithms, models, methods, processes and techniques, technical data, inventions, discoveries, know how, the general format, organization, or structure of any report, document or database, and other technical proprietary information.

1.35. ***"Laws"*** means all United States federal, state and local laws or foreign laws, constitutions, statutes, codes, rules, regulations, ordinances, executive orders, decrees, edicts of or by any governmental authority having the force of law or any other legal requirement (including common law), including Data Protection Laws and the Cook County Code of Ordinances.

1.36. ***"Open Source Materials"*** means any Software that: (a) contains, or is derived in any manner (in whole or in part) from, any Software that is distributed as free Software, open source Software, shareware (e.g., Linux), or similar licensing or distribution models; and (b) is subject to any agreement with terms requiring that such Software be (i) disclosed or distributed in source code or object code form, (ii) licensed for the purpose of making derivative works, and/or (iii) redistributable. Open Source Materials includes without limitation "open source" code (as defined by the Open Source Initiative) and "free" code (as defined by the Free Software Foundation).

1.37. "***Party***" means either County, on behalf of County and its Using Agencies, or Contractor.

1.38. ***"Parties"*** means both County, on behalf of County and its Using Agencies, and Contractor.

1.39. "***Personal Information***" means personal data or information that relates to a specific, identifiable, individual person, including Using Agency personnel and individuals about whom the Using Agency, Contractor, Contractor's Subcontractors or affiliates has or collects financial and other information. For the avoidance of doubt, Personal Information includes the following: (a) any government-issued identification numbers (e.g., Social Security, driver's license, passport); (b) any financial account information, including account numbers, credit card numbers, debit card numbers, and other Cardholder Data; (c) Criminal Justice Information; (d) Protected Health Information; (e) user name or email address, in combination with a password or security question and answer that would permit access to an account; and (f) any other personal data defined as personally identifiable information under the breach notification laws of the fifty states.

1.40. ***"Problem"*** means the underlying cause of one or more Incidents, including where such cause is unknown or where it is known and a temporary work-around or permanent alternative has been identified.

1.41. "***Procurement Code***" means the Cook County Procurement Code, located at Chapter 34, Article IV in the Cook County Code of Ordinances as amended.

1.42. "***Professional Services Agreement"*** means that specific Professional Services Agreement, Contract No. 2317-04243R, by and between Contractor and the Using Agency related to the creation and implementation of a computer-aided booking system.

1.43. "***Protected Health Information***" or PHI shall have the same meaning as the term "Protected Health Information" in 45 C.F.R. 160.103.

1.44. ***"Public Record"*** shall have the same meaning as the term "public record" in the Illinois
Local Records Act, 50 ILCS 205/1 et seq.

1.45. ***"Required Consent"*** means that consent required to secure any rights of use of or access to any of Using Agency-Provided Equipment, Using Agency-Provided Software, Using Agency Intellectual Property, Using Agency IP Materials, any other Equipment, any other Software whether Third Party Software or otherwise, any other Intellectual Property whether Third Party Intellectual Property or otherwise, any other IP Material, any of which are required by, requested by, used by or accessed by Contractor, its Subcontractors, employees or other agents in connection with the Services.

1.46. "***Services***" has the same meaning as "Services" as defined in Article 3 of the Professional Services Agreement.

1.47. "***Service Level Agreements***" or "***SLA***" means service level requirement and is a standard for performance of Services, which sets Contractor and Using Agency expectations, and specifies the metrics by which the effectiveness of service activities, functions and processes will be measured, examined, changed and controlled.

1.48. ***"Statement of Work"*** has the same meaning as "Statement of Work" as defined in Article 3 of the Professional Services Agreement.

1.49. "***Software***" means computer software, including source code, operating system, object, executable or binary code, comments, screens, user interfaces, data structures, data libraries, definition libraries, templates, menus, buttons and icons, and all files, data, materials, manuals, design notes and other items and documentation related thereto or associated therewith.

1.50. ***"Third Party"*** means a legal entity, company or person that is not a Party to the Agreement and is not a Using Agency, Subcontractor, affiliate of a Party, or other entity, company or person controlled by a Party.

1.51. "***Third Party Intellectual Property***" means all Intellectual Property owned by a Third Party, including Third Party Software.

1.52. ***"Third Party Contractor"*** means a Third Party that provides the Using Agency with products or services that are related to, or in support of, the Services. Subcontractors of Contractor are not "Third Party Contractors."

1.53. "***Third Party Software***" means a commercial Software product developed by a Third Party not specifically for or on behalf of the Using Agency. For clarity, custom or proprietary Software, including customizations to Third Party Software, developed by or on behalf of the Using Agency to the Using Agency's specifications shall not be considered Third Party Software.

1.54. "***Using Agency***" has the same meaning as the term "Using Agency" in the Cook County Procurement Code, located at Chapter 34, Article IV in the Cook County Code of Ordinances as amended, as applied to each department or agency receiving goods, Services or other Deliverables under this Agreement and includes Cook County, a body politic and corporate of the State of Illinois, on behalf of such Using Agency.

1.55. "***Using Agency Confidential Information***" means: (a) all non-public proprietary information of Using Agency that is marked confidential, restricted, proprietary, or with a similar designation; (b) Using Agency Data; and (c) any information that is exempt from public disclosure under the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. or under the Cook County Code of Ordinances.

1.56. "***Using Agency Data***" means all data, whether Personal Information or other data, provided by the Using Agency to Contractor, provided by Third Parties to Contractor for purposes relating to this Agreement, or otherwise encountered by Contractor for purposes relating to this Agreement, including all data sent to Contractor by the Using Agency and/or stored by Contractor on any media relating to the Agreement, including metadata about such data. To the extent there is any uncertainty as to whether any data constitutes Using Agency Data, the data in question shall be treated as Using Agency Data. Using Agency Data further includes information that is: (a) input, processed or stored by the Using Agency's IT systems, including any Using Agency-Provided Software; (b) submitted to Contractor or its Subcontractors by any employees, agents, the Using Agency, Third Parties, business partners, and customers in connection with the Services or otherwise; (c) Incident records containing information relating to the Services; (d) Using Agency Intellectual Property and Using Agency IP Materials; (e) any raw data used to generate reports under this Agreement and any data included therein; and (f) Using Agency Confidential Information.

1.57. "***Using Agency Intellectual Property***" means all Intellectual Property owned or licensed by the Using Agency, including Developed Intellectual Property.

1.58. "***Using Agency IP Materials***" means all IP Materials owned or licensed by the Using Agency.

1.59. "***Using Agency-Provided Equipment***" means Equipment provided by or on behalf of Using Agency.

1.60. "***Using Agency-Provided Software***" means Software provided by or on behalf of Using Agency.

1.61. "***WISP***" means written information security program.

2. SERVICES AND DELIVERABLES

2.1. Approved Facilities. Contractor will perform Services only within the continental United States and only from the locations mutually agreed upon by Contractor and the applicable Using Agency.

2.2. Licenses and Export Controls. Contractor will be responsible for obtaining all necessary export authorizations and licenses for export of technical information or data relating to Using Agency Data, Software, Intellectual Property, IP Materials, or otherwise under this Agreement.

2.3. Required Consents for Assets in Use and Third Party Contracts as of the Effective Date**.** Contractor shall be responsible for obtaining all Required Consents relating to this Agreement. If Contractor is unable to obtain a Required Consent, Contractor shall implement, subject to the Using Agency's prior approval, alternative approaches as necessary to perform the Services. Contractor shall be responsible for and shall pay all costs associated with this section, including any fees or other charges imposed by the applicable Third Parties as a condition or consequence of their consent (*e.g.*, any transfer, upgrade or similar fees). The Using Agency shall cooperate with Contractor and provide Contractor such assistance in this regard as the Contractor may reasonably request.

2.4. SLAs and Critical Milestones. Commencing on the Effective Date or as otherwise specified in this Agreement, Contractor shall, as set forth in this Agreement: (a) perform the

Services in accordance with the SLAs and Critical Milestones, if any; and (b) regularly measure and report on its performance against SLAs and Critical Milestones. Contractor shall maintain all data relating to and supporting the measurement of its performance, including performance against SLAs and Critical Milestones, in sufficient detail to permit a "bottom up" calculation, analysis and reconstruction of performance reports (including all inclusion and exclusion calculations) throughout the term of this Agreement. Such data shall be made available to the Using Agency in an electronic format reasonably acceptable to the Using Agency upon reasonable request and upon the expiration or termination of this Agreement.

2.5. Default SLAs, Critical Milestones and Fee Reductions. Unless otherwise explicitly specified in this Agreement, the Contractor's SLAs, SLA targets, and Critical Milestones shall be those that the Using Agency recognizes as commonly accepted "industry best practices" for Services of similar cost, size, and criticality. Notwithstanding the foregoing, no SLA, SLA Target or Critical Milestone shall apply to provision of the Services by Contractor until after a written description of such SLA, SLA Target or Critical Milestone is provided to Contractor; only those SLA, SLA Targets or Critical Milestones provided prior to the execution the Professional Services Agreement shall be binding upon Contractor. For example, and without limitation, such SLAs include availability and performance of Contractor-Provided Software and hosting-related Services, on-time delivery of Deliverables, response and resolution times of Contractor's service desk. For example and without limitation, such Critical Milestones include significant events in projects such as completion of major Deliverables.

2.6. Standards and Procedures Manual. Contractor will prepare, update, and maintain a manual ("Standards and Procedures Manual") subject to the Using Agency's review and approval that shall: (a) be based upon information technology infrastructure library ("ITIL") processes and procedures; (b) conform to the Using Agency's standard operating procedures (c) be suitable to assist the Using Agency and the Using Agency's auditors in verifying and auditing the Contractor's performance of the Services; and (d) detail the operational and management processes by which Contractor will perform the Services under this Agreement, including to the extent applicable, processes relating to: (i) Change Management and Change control; (ii) Incident management; (iii) Problem management; (iv) configuration management; (v) backup and restore; (vi) capacity management and full utilization of resources; (vii) project management; (viii) management information; (ix) security processes; (x) Contractor's Business Continuity Plan; (xi) Contractor's Disaster Recovery Plan; and (xi) administration, including invoicing. Where this Agreement assumes that the Using Agency will provide Tier 1 help desk support, the Standards and Procedures Manual shall also include sufficient help desk scripts for the Using Agency to provide such support. Contractor will perform the Services in accordance with the Standards and Procedures Manual; *provided*, *however*, that the provisions of the Standards and Procedures Manual shall never supersede the provisions of this Agreement.

2.7. Project Management Methodology. Contractor shall perform the Services in accordance with an industry-recognized project management methodology and procedures, subject to Using Agency approval. Contractor shall comply with the Using Agency's procedures for tracking progress and documents for the duration of the Agreement, including the submission of weekly or monthly status reports to the Using Agency as the Using Agency may require.

2.8. Change Management Procedures. Contractor shall utilize Change Management procedures, subject to Using Agency approval, that conform to ITIL/ITSM to manage, track and report on Changes relating to the Services, including procedures for scheduling maintenance, patching, replacement of assets, and other matters required for proper management of the Services. No Change will be made without both Contractor's and Using Agency's prior written consent (which may be given or withheld in each Party's sole discretion).

2.9. Resources Necessary for Services. Except as set forth in this Agreement or the Statement of Work, Contractor shall provide and be financially responsible for all Equipment, Software, materials, facilities, systems and other resources needed to perform the Services in accordance with the Agreement.

2.10. Using Agency Resources. Except as explicitly allowed under this Agreement, Contractor shall not use, nor permit any Subcontractor, employee, agent, or other Third Party to use any Using Agency-Provided Equipment, Using Agency-Provided Software, Using Agency facilities, or any other Equipment, Software, materials, facilities, systems or other resources that the Using Agency provides or otherwise makes available under this Agreement for any purpose other than the performance of the Services; and Contractor shall do so only upon prior written approval of the Using Agency. Contractor shall not purport to, pledge or charge by way of security any of the aforementioned. Contractor shall keep any Equipment owned or leased by the Using Agency that is under Contractor's or a Contractor Subcontractor's control, secure and, for any such Equipment that is not located at the Using Agency facilities, such Equipment shall be clearly identified as the Using Agency's and separable from Contractor's and Third Parties' property.

2.11. Maintenance of Assets. During the term of this Agreement, Contractor shall maintain all Equipment, Software, materials, systems, and other resources utilized by Contractor or the County predominately or exclusively for performing Services in good condition, less ordinary wear and tear, and in such locations and configurations as to be readily identifiable.

2.12. Service Compatibility. To the extent necessary to provide the Services, Contractor shall ensure that the Services, Contractor-Provided Equipment and Contractor-Provided Software (collectively, the "Contractor Resources") are interoperable with the Using Agency-Provided Equipment, Using Agency-Provided Software and with the Using Agency's other Assets, at no cost beyond that specified in this Agreement and without adversely affecting any systems or services retained by the Using Agency or its Third Party Contractors. In the event of any Problem related to service compatibility where it is not known whether the Problem is caused by Contractor's Assets or by Using Agency's Assets, Contractor shall be responsible for correcting the Problem except to the extent that Contractor can demonstrate, to the Using Agency's satisfaction, that the cause was not due to Contractor Resources or to Contractor's action or inaction.

2.13. Cooperation with Using Agency's Third-Party Contractors. Contractor shall cooperate with all Third-Party Contractors to coordinate its performance of the Services with the services and systems of such Third Party Contractors. Subject to reasonable confidentiality requirements, such cooperation shall include providing: (a) applicable written information, standards and policies concerning any or all of the systems, data, computing environment, and technology direction used in performing the Services so that the goods and services provided by the Third Party Contractor may work in conjunction with or be integrated with the Services; (b) assistance and support services to such Third Party Contractors; (c) Contractor's quality assurance, its development and performance acceptance testing and the applicable requirements of any necessary interfaces for the Third Party Contractor's work product; (d) applicable written requirements of any necessary modifications to the systems or computing environment; and (e) access to and use of the Contractor's Assets as mutually agreed upon by the Using Agency and Contractor (such agreement not to be unreasonably withheld or delayed) and subject to the Third Party Contractor's agreement to comply with Contractor's applicable standards.

2.14. Procurement Assistance. At any time during the Agreement, Contractor shall, as requested by the Using Agency, reasonably cooperate and assist the Using Agency with any Using Agency procurement relating to any of the Services or replacing the Services, including: (a) providing information, reports and data for use in the Using Agency's procurement or transition to a subsequent Third Party Contractor; (b) answering Third Parties' and Using Agency's questions regarding the procurement and Services transition; and (c) allowing Third Parties participating in the Using Agency's procurement to perform reasonable, non-disruptive due diligence activities in respect of the relevant Services, including providing reasonable access to Key Personnel.

3. WARRANTIES

3.1. Compliance with Law and Regulations. Contractor represents and warrants that it shall perform its obligations under this Agreement in accordance with all Laws applicable to Contractor and its business, including Laws applicable to the manner in which the Services are performed, including any changes in such Laws. With respect to laws governing data security and privacy, the term 'Contractor Laws' shall include any Laws that would be applicable to Contractor if it, rather than the Using Agency, were the owner or data controller of any of the Using Agency Data in its possession or under its control in connection with the Services. Contractor also represents and warrants that it shall identify, obtain, keep current, and provide for Contractor's inspection, all necessary licenses, approvals, permits, authorizations, visas and the like as may be required from time to time under Contractor Laws for Contractor to perform the Services.

3.2. Non-Infringement. Contractor represents and warrants that it shall perform its responsibilities under this Agreement in a manner that does not infringe any patent, copyright, trademark, trade secret or other proprietary rights of any Third Party.

3.3. Contractor Materials and Third-Party Intellectual Property. Contractor represents and warrants that it owns, or is authorized to use, all Contractor Intellectual Property, Contractor IP Materials and Contractor-provided Third-Party Intellectual Property.

3.4. Developed Software. Contractor represents and warrants that all Developed Software shall be free from material errors in operation and performance, shall comply with the applicable documentation and specifications in all material respects, for twelve (12) months after the installation, testing and acceptance of such Developed Software by the Using Agency; provided, however, for Developed Software that executes on a monthly or less frequent basis (e.g., quarterly or annual cycle), such warranty period will commence on the date of first execution of such Software.

3.5. No Open Source. Contractor represents and warrants that Contractor has not (i) incorporated Open Source Materials into, or combined Open Source Materials with, the Deliverables or Software, (ii) distributed Open Source Materials in conjunction with any Deliverables or Software, or (iii) used Open Source Materials, in such a way that, with respect to the foregoing (i), (ii), or (iii), creates obligations for the Contractor with respect to any material Deliverables or grant, or purport to grant, to any Third Party, any rights or immunities under any material Deliverables (including, but not limited to, using any Open Source Materials that require, as a condition of use, modification and/or distribution of such Open Source Materials that other material Software included in Deliverables incorporated into, derived from or distributed with such Open Source Materials be (A) disclosed or distributed in source code form, (B) be licensed for the purpose of making derivative works, or (C) be redistributable at no charge).

3.6. Access to Using Agency Data. Contractor represents and warrants that Contractor has not and will not prevent, or reasonably fail to allow, for any reason including without limitation late payment or otherwise, the Using Agency's access to and retrieval of Using Agency Data. Contractor acknowledges that Using Agency Data may be Public Records and that any person who knowingly, without lawful authority and with the intent to defraud any party, public officer, or entity, alters, destroys, defaces, removes, or conceals any Public Record commits a Class 4 felony.

3.7. Viruses. Contractor represents and warrants that it has not knowingly provided, and will not knowingly provide, to the Using Agency in connection with the Services, any Software that uses Illicit Code. Contractor represents and warrants that it has not and will not introduce, invoke or cause to be invoked such Illicit Code in any Using Agency IT environment at any time, including upon expiration or termination of this Agreement for any reason, without the Using Agency's prior written consent. If Contractor discovers that Illicit Code has been introduced into Software residing on Equipment hosted or supported by Contractor, Contractor shall, at no additional charge, (a) immediately undertake to remove such Illicit Code, (b) promptly notify the Using Agency in writing of the introduction, and (c) use reasonable efforts to correct and repair any damage to Using Agency Data or Software caused by such Illicit Code and otherwise assist the Using Agency in mitigating such damage and restoring any affected Service, Software or Equipment.

3.8. Resale of Equipment and Software. If Contractor resells to the Using Agency any Equipment or Software that Contractor purchased from a third party, then Contractor, to the extent it is legally able to do so, shall pass through any such third party warranties to the Using Agency and reasonably cooperate in enforcing them. Such warranty pass-through shall relieve Contractor from its warranty obligations set forth in this Section relative to such Equipment or Software sold to the Using Agency.

3.9. Data Security. Contractor warrants and represents that (i) the performance of the Services shall not permit any unauthorized access to or cause any loss or damage to Using Agency Data, Using Agency Intellectual Property, or other Using Agency Confidential Information; and (ii) it complies and shall comply with all Using Agency security policies in place from time to time during the term of this Agreement.

4. INTELLECTUAL PROPERTY

4.1. Using Agency Intellectual Property. The Using Agency retains all right, title and interest in and to all Using Agency Intellectual Property and Using Agency IP Materials. To the extent the Using Agency may grant such license, Contractor is granted a worldwide, fully paid-up, nonexclusive license during the term of this Agreement to use, copy, maintain, modify, enhance and create derivative works of the Using Agency Intellectual Property and Using Agency IP Materials that are necessary for performing the Services, and that are explicitly identified in writing by the Using Agency's Chief Information Officer, for the sole purpose of performing the Services pursuant to this Agreement. Contractor shall not be permitted to use any of the Using Agency Intellectual Property or Using Agency IP Materials for the benefit of any entities other than the Using Agency. Contractor shall cease all use of the Using Agency Intellectual Property and Using Agency IP Materials upon expiration or termination of this Agreement. Upon expiration or termination of this Agreement or relevant Services under this Agreement, Contractor shall return to the Using Agency all the Using Agency Intellectual Property, Using Agency IP Materials and copies thereof possessed by Contractor.

4.2. Developed Intellectual Property. As between the Parties, the Contractor shall have all right, title and interest in all Developed Intellectual Property. Using Agency hereby irrevocably and unconditionally assigns, transfers and conveys to the Contractor without further consideration all of its right, title and interest in such Developed Intellectual Property, including all rights of patent, copyright, trade secret or other proprietary rights in such materials, which assignment shall be effective as of the creation of such works without need for any further documentation or action on the part of the Parties. Using Agency agrees to execute any documents or take any other actions as may reasonably be necessary, or as the Using Agency may reasonably request, to perfect the Contractor's ownership of any such Developed Intellectual Property. Using Agency shall secure compliance with this Section by any personnel, employees, contractors or other agents of Using Agency involved directly or indirectly in the performance of Services under this Agreement.

4.3. Contractor Intellectual Property. Contractor retains all right, title and interest in and to Contractor Intellectual Property and Contractor IP Materials that Contractor developed before or independently of this Agreement.

4.4. Third-Party Intellectual Property. Contractor shall not introduce into the Using Agency's environment any Third-Party Intellectual Property or otherwise use such Third-Party Intellectual Property to perform the Services without first obtaining the prior written consent from the Using Agency's Chief Information Officer, which the Using Agency may give or withhold in its sole discretion. A decision by the Using Agency to withhold its consent shall not relieve Contractor of any obligation to perform the Services.

4.5. Residual Knowledge. Nothing contained in this Agreement shall restrict either Contractor or Using Agency from the use of any ideas, concepts, know-how, methodologies, processes, technologies, algorithms or techniques relating to the Services which either Contractor or Using Agency, individually or jointly, develops or discloses under this Agreement, provided that in doing so Contractor or Using Agency does not breach its respective obligations under Section 5 relating to confidentiality and non-disclosure and does not infringe the Intellectual Property rights of the other or Third Parties who have licensed or provided materials to the other. Except for the license rights contained under Section 4, neither this Agreement nor any disclosure made hereunder grants any license to either Contractor or Using Agency under any Intellectual Property rights of the other.

4.6. Software Licenses. This Agreement contains all terms and conditions relating to all licenses in Contractor-Provided Software and Contractor IP Materials. Except as explicitly set forth elsewhere in this Agreement, all licenses that Contractor grants in Contractor-Provided Software include the right of use by Third Party Contractors for the benefit of the Using Agency, the right to make backup copies for backup purposes or as may be required by the Using Agency's Business Continuity Plan or Disaster Recovery Plan, the right to reasonably approve the procedures by which Contractor may audit the use of license entitlements, and the right to give reasonable approval before Contractor changes Contractor-Provided Software in a manner that materially and negatively impacts the Using Agency.

5. USING AGENCY DATA AND CONFIDENTIALITY

5.1. Property of Using Agency. All Using Agency Confidential Information, including without limitation Using Agency Data, shall be and remain the sole property of the Using Agency. Contractor shall not utilize the Using Agency Data or any other Using Agency Confidential Information for any purpose other than that of performing the Services under this Agreement. Contractor shall not, and Contractor shall ensure that its Subcontractors, its employees, or agents do not, possess or assert any lien or other right against or to the Using Agency Data or any other Using Agency Confidential Information. Without the Using Agency's express written permission, which the Using Agency may give or withhold in its sole discretion, no Using Agency Data nor any other Using Agency Confidential Information, or any part thereof, shall be disclosed, shared, sold, assigned, leased, destroyed, altered, withheld, or otherwise restricted of by Contractor or commercially exploited by or on behalf of Contractor, its employees, Subcontractors or agents.

5.2. Acknowledgment of Importance of Using Agency Confidential Information. Contractor acknowledges the importance of Using Agency Confidential Information, including without limitation Using Agency Data, to the Using Agency and, where applicable, Third-Party proprietors of such information, and recognizes that the Using Agency and/or Third-Party proprietors may suffer irreparable harm or loss in the event of such information being disclosed or used otherwise than in accordance with this Agreement.

5.3. Return of Using Agency Data and Other Using Agency Confidential Information. Upon the Using Agency's request, at any time during this Agreement or at termination or expiration of this Agreement, Contractor shall promptly return any and all requested Using Agency Data and all other requested Using Agency Confidential Information to the Using Agency or its designee in such a format as the Using Agency may reasonably request. Contractor shall also provide sufficient information, as requested by the Using Agency, about the format and structure of the Using Agency Data to enable such data to be used in substantially the manner in which Contractor utilized such data. Also upon Using Agency's request, in lieu of return or in addition to return, Contractor shall destroy Using Agency Data and other Using Agency Confidential Information, sanitize any media upon which such the aforementioned resided using a process that meets or exceeds DoD 5220.28-M 3-pass specifications, and provide documentation of same within 10 days of completion, all in compliance with Using Agency's policies and procedures as updated. All other materials which contain Using Agency Data and other Using Agency Confidential Information shall be physically destroyed and shredded in accordance to NIST Special Publication 800-88; and upon Using Agency request, Contractor shall provide Using Agency with a certificate of destruction in compliance with NIST Special Publication 800-88. Contractor shall be relieved from its obligation to perform any Service to the extent the return of any Using Agency Data or other Using Agency Confidential Information at the Using Agency's request under this Section materially impacts Contractor's ability to perform such Service; provided, that Contractor gives the Using Agency notice of the impact of the return and continues to use reasonable efforts to perform.

5.4. Public Records. Contractor will adhere to all Laws governing Public Records located at 50 ILCS 205/1 et seq. and at 44 Ill. Admin. Code 4500.10 et seq. Specifically, and without limitation, Contractor shall: (a) store Using Agency Data in such a way that each record is individually accessible for the length of the Using Agency's scheduled retention; (b) retain a minimum of two total copies of all Using Agency Data; (c) retain Using Agency Data according to industry best practices for geographic redundancy, such as NIST Special Publication 800-34 as revised; (d) store and access Using Agency Data in a manner allowing individual records to maintain their relationships with one another; (e) capture relevant structural, descriptive, and administrative metadata to Using Agency Data at the time a record is created or enters the control of Contractor or its Subcontractors.

5.5. Disclosure Required by Law, Regulation or Court Order. In the event that Contractor is required to disclose Using Agency Data or other Using Agency Confidential Information in accordance with a requirement or request by operation of Law, regulation or court order, Contractor shall, except to the extent prohibited by law: (a) advise the Using Agency thereof prior to disclosure; (b) take such steps to limit the extent of the disclosure to the extent lawful and reasonably practical; (c) afford the Using Agency a reasonable opportunity to intervene in the proceedings; and (d) comply with the Using Agency's requests as to the manner and terms of any such disclosure.

5.6. Loss of Using Agency Confidential Information. Without limiting any rights and responsibilities under Section 7 of these ITSCs, in the event of any disclosure or loss of, or inability to account for, any Using Agency Confidential Information, Contractor shall promptly, at its own expense: (a) notify the Using Agency in writing; (b) take such actions as may be necessary or reasonably requested by the Using Agency to minimize the violation; and (c) cooperate in all reasonable respects with the Using Agency to minimize the violation and any damage resulting therefrom.

5.7. Undertakings With Respect To Personnel. Contractor acknowledges and agrees that it is responsible for the maintenance of the confidentiality of Using Agency Data and other Using Agency Confidential Information by Contractor Personnel. Without limiting the generality of the foregoing, Contractor shall undertake to inform all Contractor Personnel of Contractor's obligations with respect to Using Agency Data and other Using Agency Confidential Information and shall undertake to ensure that all Contractor Personnel comply with Contractor's obligations with respect to same.

5.8. Background Checks of Contractor Personnel. Whenever the Using Agency deems it reasonably necessary for security reasons, the Using Agency or its designee may conduct, at its expense, criminal and driver history background checks of Contractor Personnel. Contractor and its Subcontractors shall immediately reassign any individual who, in the opinion of the Using Agency, does not pass the background check.

5.9. Contractor Confidential Information. Using Agency shall use at least the same degree of care to prevent disclosing Contractor Confidential Information to Third Parties as Using Agency employs to avoid unauthorized disclosure, publication or dissemination of its Using Agency Confidential Information of like character.

6. DATA SECURITY AND PRIVACY

6.1. General Requirement of Confidentiality and Security. It shall be Contractor's obligation to maintain the confidentiality and security of all Using Agency Confidential Information, including without limitation Using Agency Data, in connection with the performance of the Services. Without limiting Contractor's other obligations under this Agreement, Contractor shall implement and/or use network management and maintenance applications and tools and appropriate fraud prevention and detection and encryption technologies to protect the aforementioned; provided that Contractor shall, at a minimum, encrypt all Personal Information in-transit and at-rest. Contractor shall perform all Services utilizing security technologies and techniques and in accordance with industry leading practices and the Using Agency's security policies, procedures and other requirements made available to Contractor in writing, including those relating to the prevention and detection of fraud or other inappropriate use or access of systems and networks.

6.2. General Compliance. Contractor shall comply with all applicable Laws, regulatory requirements and codes of practice in connection with all capturing, processing, storing and disposing of Personal Information by Contractor pursuant to its obligations under this Agreement and applicable Data Protection Laws and shall not do, or cause or permit to be done, anything that may cause or otherwise result in a breach by the Using Agency of the same. Contractor and all Contractor Personnel shall comply with all the Using Agency policies and procedures regarding data access, privacy and security.

6.3. Security. Contractor shall establish and maintain reasonable and appropriate physical, logical, and administrative safeguards to preserve the security and confidentiality of the Using Agency Data and other Using Agency Confidential Information and to protect same against unauthorized or unlawful disclosure, access or processing, accidental loss, destruction or damage. Such safeguards shall be deemed reasonable and appropriate if established and maintained with the more rigorous of: (a) the Using Agency Policies as updated; (b) the security standards employed by Contractor with respect to the protection of its confidential information and trade secrets as updated; (c) security standards provided by Contractor to its other customers at no additional cost to such customers, as updated; or (d) compliance with the then-current NIST 800-series enterprise standards and successors thereto or an enterprise level equivalent, generally accepted, industry-standard security standards series.

6.4. Written Information Security Program. Contractor shall establish and maintain a WISP designed to preserve the security and confidentiality of the Using Agency Data and other Using Agency Confidential Information. Contractor's WISP shall include Data Breach procedures and annual Data Breach response exercises. Contractor's WISP shall be reasonably detailed and shall be subject to the Using Agency's reasonable approval.

6.5. Contractor Personnel. Contractor will oblige its Contractor Personnel to comply with applicable Data Protection Laws and to undertake only to collect, process or use any Using Agency Data, Using Agency Intellectual Property, Using Agency Confidential Information, or Personal Information received from or on behalf of the Using Agency for purposes of, and necessary to, performing the Services and not to make the aforementioned available to any Third Parties except as specifically authorized hereunder. Contractor shall ensure that, prior to performing any Services or accessing any Using Agency Data or other Using Agency Confidential Information, all Contractor Personnel who may have access to the aforementioned shall have executed agreements concerning access protection and data/software security consistent with this Agreement.

6.6. Information Access. Contractor shall not attempt to or permit access to any Using Agency Data or other Using Agency Confidential Information by any unauthorized individual or entity. Contractor shall provide each of the Contractor Personnel, Subcontractors and agents only such access as is minimally necessary for such persons/entities to perform the tasks and functions for which they are responsible. Contractor shall, upon request from the Using Agency, provide the Using Agency with an updated list of those Contractor Personnel, Subcontractors and agents having access to Using Agency Data and other Using Agency Confidential Information and the level of such access. Contractor shall maintain written policies that include auditing access levels and terminating access rights for off- boarded Contractor Personnel, Subcontractors and agents.

6.7. Protected Health Information. If Contractor will have access to Personal Health Information in connection with the performance of the Services, Contractor shall execute a Business Associate Agreement in a form provided by the Using Agency.

6.8. Criminal Justice Information. If Contractor will have access to Criminal Justice Information in connection with the performance of the Services, Contractor shall execute an addendum to this Agreement governing the Contractor's access to such Criminal Justice Information in a form provided by the Using Agency.

6.9. Cardholder Data. If Contractor will have access to Cardholder Data in connection with the performance of the Services, no less than annually, Contractor shall tender to Using Agency a current attestation of compliance signed by a Qualified Security Assessor certified by the Payment Card Industry.

6.10. Encryption Requirement. Contractor shall encrypt all Personal Information and all other Using Agency Confidential Information the disclosure of which would reasonably threaten the confidentiality and security of Using Agency Data. Contractor shall encrypt the aforementioned in motion, at rest and in use in a manner that, at a minimum, adheres to NIST SP 800-111, NIST SP 800-52, NIST SP 800-77 and NIST SP 800-113 encryption standards. Contractor shall not deviate from this encryption requirement without the advance, written approval of the Using Agency's Information Security Office.

6.11. Using Agency Security. Contractor shall notify the Using Agency if it becomes aware of any Using Agency security practices or procedures (or any lack thereof) that Contractor believes do not comport with generally accepted security policies or procedures.

6.12. Contractor as a Data Processor. Contractor understands and acknowledges that, to the extent that performance of its obligations hereunder involves or necessitates the processing of Personal Information, it shall act only on instructions and directions from the Using Agency; *provided*, *however*, that Contractor shall notify the Using Agency if it receives instructions or directions from the Using Agency that Contractor believes do not comport with generally accepted security polices or procedures and the Using Agency shall determine whether to modify such instructions or have Contractor comply with such instructions unchanged.

6.13. Data Subject Right of Access and Rectification. If the Using Agency is required to provide or rectify information regarding an individual's Personal Information, Contractor will reasonably cooperate with the Using Agency to the full extent necessary to comply with Data Protection Laws. If a request by a data subject is made directly to Contractor, Contractor shall notify the Using Agency of such request as soon as reasonably practicable.

6.14. Security, Privacy and Data Minimization in Software Development Life Cycle. Contractor shall implement an industry-recognized procedure that addresses the security and privacy of Personal Information as part of the software development life cycle in connection with the performance of the Services. Contractor shall implement procedures to minimize the collection of Personal Information and shall, subject to Using Agency's written request to the contrary, minimize the collection of Personal Information.

6.15. Advertising and Sale of Using Agency Data. Nothing in this Agreement shall be construed to limit or prohibit a Using Agency's right to advertise, sell or otherwise distribute Using Agency Data as permitted by the Cook County Code of Ordinances.

7. DATA SECURITY BREACH

7.1. Notice to Using Agency. Contractor shall provide to the Using Agency written notice of such Data Security Breach promptly following, and in no event later than one (1) business day following, the discovery or suspicion of the occurrence of a Data Security Breach. Such notice shall summarize in reasonable detail the nature of the Using Agency Data that may have been exposed, and, if applicable, any persons whose Personal Information may have been affected, or exposed by such Data Security Breach. Contractor shall not make any public announcements relating to such Data Security Breach without the Using Agency's prior written approval.

7.2. Data Breach Responsibilities. If Contractor knows or has reason to know that a Data Security Breach has occurred (or potentially has occurred), Contractor shall: (a) reasonably cooperate with the Using Agency in connection with the investigation of known and suspected Data Security Breaches; (b) perform any corrective actions that are within the scope of the Services; and (c) at the request and under the direction of the Using Agency, take any all other remedial actions that the Using Agency deems necessary or appropriate, including without limitation, providing notice to all persons whose Personal Information may have been affected or exposed by such Data Security Breach, whether or not such notice is required by Law. Using Agency shall take and perform any and all any corrective actions outside of the Scope which are necessary to resolve such Data Security Breach and/or notify the affected parties of such Data Security Breach.

7.3. Data Breach Exercises. Contractor shall conduct annual Data Breach exercises. Upon Using Agency request, Contractor shall coordinate its exercises with the Using Agency.

7.4. Costs. The costs incurred in connection with Contractor's obligations set forth in Section 7.2 or Using Agency's obligations under relevant Data Security Laws shall be the responsibility of the Party whose acts or omissions caused or resulted in the Data Security Beach and may include without limitation: (a) the development and delivery of legal notices or reports required by Law, including research and analysis to determine whether such notices or reports may be required; (b) examination and repair of Using Agency Data that may have been altered or damaged in connection with the Data Security Breach, (c) containment, elimination and remediation of the Data Security Breach, and (d) implementation of new or additional security measures reasonably necessary to prevent additional Data Security Breaches; (e) providing notice to all persons whose Personal Information may have been affected or exposed by such Data Security Breach, whether or required by Law; (f) the establishment of a toll-free telephone number, email address, and staffing of corresponding communications center where affected persons may receive information relating to the Data Security Breach; (g) the provision of one (1) year of credit monitoring/repair and/or identity restoration/insurance for affected persons.

8. AUDIT RIGHTS

8.1. Generally. Contractor and its Subcontractors shall provide access to any records, facilities, personnel, and systems relating to the Services, at any time during standard business hours, to the Using Agency and its internal or external auditors, inspectors and regulators in order to audit, inspect, examine, test, and verify: (a) the availability, integrity and confidentiality of Using Agency Data and examine the systems that process, store, support and transmit Using Agency Data; (b) controls placed in operation by Contractor and its Subcontractors relating to Using Agency Data and any Services; (c) Contractor's disaster recovery and backup/recovery processes and procedures; and (d) Contractor's performance of the Services in accordance with the Agreement. The aforementioned Using Agency audit rights include the Using Agency's right to verify or conduct its own SOC 2 audits.

8.2. Security Audits. Contractor shall perform, at its sole cost and expense, a security audit relative to the provisions of the Services no less frequently than once (1) every twelve (12) months. The security audit shall test Contractor's compliance with security standards and procedures set forth in: (a) this Agreement, (b) the Standards and Procedures Manual, and (c) any security standards and procedures otherwise agreed to by the Parties.

8.3. Service Organization Control ("SOC 2"), Type II Audits. Contractor shall, at least once annually in the fourth (4^{th}) calendar quarter, at its sole cost and expense, conduct and provide to the Using Agency, and its auditors, a Service Organization Control (SOC 2), Type II report for all locations at which the Using Agency Data is processed or stored.

8.4. Audits Conducted by Contractor. Contractor promptly shall make available to the Using Agency the results of any reviews or audits conducted by Contractor and its Subcontractors, agents or representatives (including internal and external auditors), including SOC 2 audits, relating to Contractor's and its Subcontractors' operating practices and procedures to the extent relevant to the Services or any of Contractor's obligations under the Agreement. To the extent that the results of any such audits reveal deficiencies or issues that impact the Using Agency or the Services, Contractor shall provide the Using Agency with such results promptly following completion thereof.

8.5. Internal Controls. Contractor shall notify the Using Agency prior to modifying any of its internal controls that impact the Using Agency, the Services and/or Using Agency Data and shall demonstrate compliance with this Agreement.

8.6. Subcontractor Agreements. Contractor shall ensure that all agreements with its Subcontractors performing Services under this Agreement contain terms and conditions consistent with the Using Agency's audit rights.

9. RIGHT TO EXIT ASSISTANCE

9.1. Payment for Exit Assistance Services. Exit Assistance Services shall be deemed a part of the Services and included within the Contractor's fees under this Agreement, except as otherwise detailed in this Agreement.

9.2. General. Upon Using Agency's request in relation to any termination, regardless of reason, or expiration of the Agreement, in whole or in part, Contractor shall provide the Using Agency and each of its designees Exit Assistance Services. During the Exit Assistance Period, Contractor shall continue to perform the terminated Services except as approved by the Using

Agency and included in the Exit Assistance Plan. Contractor's obligation to provide the Exit Assistance Services shall not cease until the Services have been completely transitioned to the Using Agency or the Using Agency's designee(s) to the Using Agency's satisfaction.

9.3. Exit Assistance Period. Contractor shall: (a) commence providing Exit Assistance Services at the Using Agency's request (i) up to six (6) months prior to the expiration of the Agreement, or (ii) in the event of termination of the Agreement or any Services hereunder, promptly following receipt of notice of termination from the Party giving such notice (such date notice is received, the "Termination Notice Date"), and (b) continue to provide the Exit Assistance Services through the effective date of termination or expiration of the Agreement or the applicable terminated Services (as applicable, the "Termination Date") (such period, the "Exit Assistance Period"). At the Using Agency's option, the Exit Assistance Period may be extended for a period of up to twelve (12) months after the Termination Date. The Using Agency shall provide notice regarding its request for Exit Assistance Services at least sixty (60) days prior to the date upon which the Using Agency requests that Contractor commence Exit Assistance Services unless such time is not practicable given the cause of termination.

9.4. Manner of Exit Assistance Services. Contractor shall perform the Exit Assistance Services in a manner that, to the extent the same is within the reasonable control of Contractor: (a) is in accordance with the Using Agency's reasonable direction; (b) is in cooperation with, and causes its Subcontractors to cooperate with, the Using Agency and the Using Agency's designee(s); (c) supports the efficient and orderly transfer of the terminated Services to the Using Agency; (d) minimizes any impact on the Using Agency's operations; (e) minimizes any internal and Third Party costs incurred by the Using Agency and the Using Agency's designee(s); and (f) minimizes any disruption or deterioration of the terminated Services.

9.5. Exit Assistance Plan. Contractor shall develop and provide to the Using Agency, subject to the Using Agency's approval and authorization to proceed, an Exit Assistance Plan that shall: (a) describe responsibilities and actions to be taken by Contractor in performing the Exit Assistance Services; (b) describe in detail any Using Agency Responsibilities which are necessary for Contractor to perform the Exit Assistance Services; (c) describe how any transfer of Assets and any novation, assignment or transfer of contracts will be achieved during the Exit Assistance Period; (d) detail the return, and schedule for return, of Using Agency Data and other Using Agency-specific information to be provided; (e) set out the timetable for the transfer of each element of the terminated Services (including key milestones to track the progress); (f) identify a responsible party for each service, task and responsibility to be performed under the Exit Assistance Plan; and (g) specify reasonable acceptance criteria and testing procedures to confirm whether the transfer of the terminated Services has been successfully completed. Following the Using Agency's approval of, and authorization to proceed with the final Exit Assistance Plan, Contractor will perform the Exit Assistance Services in accordance with the Exit Assistance Plan.

9.6. Exit Assistance Management. Within the first thirty (30) days of the Exit Assistance Period, Contractor will appoint a senior project manager to be responsible for, and Contractor's primary point of contact for, the overall performance of the Exit Assistance Services. Upon Using Agency request, Contractor will provide individuals with the required expertise to perform Exit Assistance Services, even if those individuals are not currently performing Services. Contractor will promptly escalate to the Using Agency any failures (or potential failures) regarding the Exit Assistance Services. Contractor will meet weekly with the Using Agency and provide weekly reports describing: the progress of the Exit Assistance Services against the Exit Assistance Plan; any risks encountered during the performance of the Exit Assistance Services; and proposed steps to mitigate such risks. The Using Agency may appoint, during the Exit Assistance Period, a Using Agency designee to be the Using Agency's primary point of contact and/or to operationally manage Contractor during the Exit Assistance Period.

9.7. Removal of Contractor Materials. Contractor shall be responsible at its own expense for de-installation and removal from the Using Agency Facilities any Equipment owned or leased by Contractor that is not being transferred to the Using Agency under the Agreement subject to the Using Agency's reasonable procedures and in a manner that minimizes the adverse impact on the Using Agency. Prior to removing any documents, equipment, software or other material from any Using Agency Facility, Contractor shall provide the Using Agency with reasonable prior written notice identifying the property it intends to remove. Such identification shall be in sufficient detail to apprise the Using Agency of the nature and ownership of such property.

9.8. Using Agency-specific Information. Upon Using Agency's request, Contractor will specifically provide to the Using Agency the following Using Agency Data to relating to the Services: (a) SLA statistics, reports and associated raw data; (b) operational logs; (c) the Standards and Procedures Manual; (d) Incident and Problem logs for at least the previous two (2) years; (e) security features; (f) passwords and password control policies; (g) identification of work planned or in progress as of the Termination Date, including the current status of such work and projects; and (h) any other information relating to the Services or the Using Agency's IT or operating environment which would be required by a reasonably skilled and experienced Contractor of services to assume and to continue to perform the Services following the Termination Date without disruption or deterioration. This section shall not limit any other rights and duties relating to Using Agency Data.

9.9. Subcontractors and Third-Party Contracts. For each contract for which Using Agency has an option to novate or transfer, Contractor will supply the following information upon Using Agency's request: (a) description of the goods or service being provided under the contract; (b) whether the contract exclusively relates to the Services; (c) whether the contract can be assigned, novated or otherwise transferred to the Using Agency or its designee and any restrictions or costs associated with such a transfer; (d) the licenses, rights or permissions granted pursuant to the contract by the Third Party; (e) amounts payable pursuant to the terms of such contract; (f) the remaining term of the contract and termination rights; and (g) contact details of the Third Party. Contractor's agreements with Third Parties that predominantly or exclusively relate to this Agreement shall not include any terms that would restrict such Third Parties from entering into agreements with the Using Agency or its designees as provided herein.

9.10. Change Freeze. Unless otherwise approved by the Using Agency or required on an emergency basis to maintain the performance of the Services in accordance with the

Performance Standards and SLAs, during the Exit Assistance Period, Contractor will not make or authorize material Changes to: (a) the terminated Services, including to any Equipment, Software or other facilities used to perform the terminated Services; and (b) any contracts entered into by Contractor that relate to the Services (including contracts with Subcontractors).

10. MISCELLANEOUS

10.1. Survival. Sections 1 (Definitions for Special Conditions), 4 (Intellectual Property), 7 (Data Security Breach), and 8 (Audit Rights) shall survive the expiration or termination of this Agreement for a period of five (5) years (and Sections 5 (Using Agency Data and Confidentiality) and 10 (Miscellaneous) shall survive for a period of ten [10] years) from the later of (a) the expiration or termination of this Agreement (including any Exit Assistance Period), or (b) the return or destruction of Using Agency Confidential Information as required by this Agreement.

10.2. System Software Updates and Upgrades. During the term of this Agreement, the County's Software release level shall not fall more than one (1) level below the most currently published release level of the Software. All future releases of Software by Contractor during the term of this Agreement should be backward compatible or run concurrently with the previous versions during the update and upgrade process. Updates and upgrades to the Software during the term of this Agreement will not require a "forklift" of existing equipment or infrastructure. Installation of updates and upgrades should be pushed out automatically.

10.3. No Waiver of Tort Immunity. Nothing in this Agreement waives immunity available to the Using Agency under Law, including under the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq.

10.4. No Click-Wrap or Incorporated Terms. The Using Agency is not bound by any content on the Contractor's website, in any click-wrap, shrink-wrap, browse-wrap or other similar document, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the Using Agency has actual knowledge of the content and has expressly agreed to be bound by it in a writing that has been manually signed by the County's Chief Procurement Officer.

10.5. No Limitation. The rights and obligations set forth in these ITSCs exhibit do not limit the rights and obligations set forth in any Articles of the Professional Services Agreement. For the avoidance of doubt, the use of County in the PSA or GC shall expressly include Using Agency and vice versa.

10.6. Change Requests.

(a) Except as otherwise set forth in this Agreement, this Section 10.6 shall govern all Change Requests and Change Orders.

(b) If either Party believes that a Change Order is necessary or desirable, such Party shall submit a Change Request to the other Party. Contractor represents to Using Agency that it has factored into Contractor's fees adequate contingencies for *de minimis* Change Orders. Accordingly, if Change Requests containing *de minimis* Change Orders are made, they will be presumed not to impact the fees under this Agreement; provided, however, that if the Change Request consists of changes other than *de minimis* deviations from the scope of the Services and/or Deliverables, such shall impact the fees under this Agreement. In the event of a Using Agency-initiated Change Request, within five (5) business days of Contractor's receipt of such Change Request, Contractor shall provide to Using Agency a written statement (each a "**Change Response"**) describing in detail: (a) the reasonably anticipated impact on any Services and Deliverables as a result of the Change Request including, without limitation, Changes in Software and Equipment, and (b) the fixed cost or cost estimate for the Change Request. If Contractor submits a Change Request to Using Agency, such Change Request shall include the information required for a Change Response.

(c) Any Change Order that increases the cost or scope of the Agreement, or that materially affects the rights or duties of the Parties as set forth the Agreement, must be agreed to and approved in writing by both the County's Chief Procurement Officer and by Contractor. In all cases, the approval of all Change Requests by Using Agency and/or the County and issuance of corresponding Change Orders must comply with the County's Procurement Code. If either Party rejects the other's Change Request, Contractor shall proceed to fulfill its obligations under this Agreement without giving effect to the Changes contained within such rejected Change Request.

Name (*Print Last, First, M.I.*) Bornhofen, Gerald W.	**Signature** Gerald Bornhofen	**Date** 8/5/2025
Witness (Print) Michael F. Halpin	**Witness** (Signature)	**Date** 08/08/25

EXHIBIT 4

Criminal Justice Information Systems (SJIS) Security Addendum

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM

Legal Authority for and Purpose and Genesis of the Security Addendum

Traditionally, law enforcement and other criminal justice agencies have been responsible for the confidentiality of their information. Accordingly, until mid-1999, the Code of Federal Regulations Title 28, Part 20, subpart C, and the National Crime Information Center (NCIC) policy paper approved December 6, 1982, required that the management and exchange of criminal justice information be performed by a criminal justice agency or, in certain circumstances, by a noncriminal justice agency under the management control of a criminal justice agency.

In light of the increasing desire of governmental agencies to contract with private entities to perform administration of criminal justice functions, the FBI sought and obtained approval from the United States Department of Justice (DOJ) to permit such privatization of traditional law enforcement functions under certain controlled circumstances. In the Federal Register of May 10, 1999, the FBI published a Notice of Proposed Rulemaking, announcing as follows:

> 1. Access to CHRI [Criminal History Record Information] and Related Information, Subject to Appropriate Controls, by a Private Contractor Pursuant to a Specific Agreement with an Authorized Governmental Agency To Perform an Administration of Criminal Justice Function (Privatization). Section 534 of title 28 of the United States Code authorizes the Attorney General to exchange identification, criminal identification, crime, and other records for the official use of authorized officials of the federal government, the states, cities, and penal and other institutions. This statute also provides, however, that such exchanges are subject to cancellation if dissemination is made outside the receiving departments or related agencies. Agencies authorized access to CHRI traditionally have been hesitant to disclose that information, even in furtherance of authorized criminal justice functions, to anyone other than actual agency employees lest such disclosure be viewed as unauthorized. In recent years, however, governmental agencies seeking greater efficiency and economy have become increasingly interested in obtaining support services for the administration of criminal justice from the private sector. With the concurrence of the FBI's Criminal Justice Information Services (CJIS) Advisory Policy Board, the DOJ has concluded that disclosures to private persons and entities providing support services for criminal justice agencies may, when subject to appropriate controls, properly be viewed as permissible disclosures for purposes of compliance with 28 U.S.C. 534.
>
> We are therefore proposing to revise 28 CFR 20.33(a)(7) to provide express authority for such arrangements. The proposed authority is similar to the authority that already exists in 28 CFR 20.21(b)(3) for state and local CHRI systems. Provision of CHRI under this authority would only be permitted pursuant to a specific agreement with an authorized governmental

agency for the purpose of providing services for the administration of criminal justice. The agreement would be required to incorporate a security addendum approved by the Director of the FBI (acting for the Attorney General). The security addendum would specifically authorize access to CHRI, limit the use of the information to the specific purposes for which it is being provided, ensure the security and confidentiality of the information consistent with applicable laws and regulations, provide for sanctions, and contain such other provisions as the Director of the FBI (acting for the Attorney General) may require. The security addendum, buttressed by ongoing audit programs of both the FBI and the sponsoring governmental agency, will provide an appropriate balance between the benefits of privatization, protection of individual privacy interests, and preservation of the security of the FBI's CHRI systems.

The FBI will develop a security addendum to be made available to interested governmental agencies. We anticipate that the security addendum will include physical and personnel security constraints historically required by NCIC security practices and other programmatic requirements, together with personal integrity and electronic security provisions comparable to those in NCIC User Agreements between the FBI and criminal justice agencies, and in existing Management Control Agreements between criminal justice agencies and noncriminal justice governmental entities. The security addendum will make clear that access to CHRI will be limited to those officers and employees of the private contractor or its subcontractor who require the information to properly perform services for the sponsoring governmental agency, and that the service provider may not access, modify, use, or disseminate such information for inconsistent or unauthorized purposes.

Consistent with such intent, Title 28 of the Code of Federal Regulations (C.F.R.) was amended to read:

§ 20.33 Dissemination of criminal history record information.

a) Criminal history record information contained in the Interstate Identification Index (III) System and the Fingerprint Identification Records System (FIRS) may be made available:

   1) To criminal justice agencies for criminal justice purposes, which purposes include the screening of employees or applicants for employment hired by criminal justice agencies.

   2) To noncriminal justice governmental agencies performing criminal justice dispatching functions or data processing/information services for criminal justice agencies; and

   3) To private contractors pursuant to a specific agreement with an agency identified in paragraphs (a)(1) or (a)(6) of this section and for the purpose of providing services for the administration of criminal justice pursuant to that agreement. The agreement must incorporate a security addendum approved by the Attorney General of the United

> States, which shall specifically authorize access to criminal history record information, limit the use of the information to the purposes for which it is provided, ensure the security and confidentiality of the information consistent with these regulations, provide for sanctions, and contain such other provisions as the Attorney General may require. The power and authority of the Attorney General hereunder shall be exercised by the FBI Director (or the Director's designee).

This Security Addendum, appended to and incorporated by reference in a government-private sector contract entered into for such purpose, is intended to insure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

A government agency may privatize functions traditionally performed by criminal justice agencies (or noncriminal justice agencies acting under a management control agreement), subject to the terms of this Security Addendum. If privatized, access by a private contractor's personnel to NCIC data and other CJIS information is restricted to only that necessary to perform the privatized tasks consistent with the government agency's function and the focus of the contract. If privatized the contractor may not access, modify, use or disseminate such data in any manner not expressly authorized by the government agency in consultation with the FBI.

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

a. Investigate or decline to investigate any report of unauthorized use;

b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Assistant Director

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306

CJIS CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Madelyn Stubits *Madelyn Stubits* 7/22/24

Printed Name/Signature of Contractor Employee Date

Gerald Bornhofen *Gerald Bornhofen* 7/22/24

Printed Name/Signature of Contractor Representative Date

iTouch Biometrics, LLC | Owner & CEO

Organization and Title of Contractor Representative

APPENDIX I REFERENCES

White House Memo entitled "Designation and Sharing of Controlled Unclassified Information (CUI)", May 9, 2008

[CJIS RA] *CJIS Security Policy Risk Assessment Report*; August 2008; For Official Use Only; Prepared by: Noblis; Prepared for: U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Division, 1000 Custer Hollow Road, Clarksburg, WV 26306

[FBI SA 8/2006] *Federal Bureau of Investigation, Criminal Justice Information Services, Security Addendum*; 8/2006; Assistant Director, Criminal Justice Information Services, FBI, 1000 Custer Hollow Road, Clarksburg, West Virginia 26306

[FISMA] *Federal Information Security Management Act of* 2002; House of Representatives Bill 2458, Title III–Information Security

[FIPS 199] *Standards for Security Categorization of Federal Information and Information Systems*; Federal Information Processing Standards Publication, FIPS PUB 199; February 2004

[FIPS 200] *Minimum Security Requirements for Federal Information and Information Systems*; Federal Information Processing Standards Publication, FIPS PUB 200; March 2006

[FIPS 201] *Personal Identity Verification for Federal Employees and Contractors*; Federal Information Processing Standards Publication, FIPS PUB 201-1

[NIST SP 800–14] *Generally Accepted Principles and Practices for Securing Information Technology Systems*; NIST Special Publication 800–14

[NIST SP 800–25] *Federal Agency Use of Public Key Technology for Digital Signatures and Authentication*; NIST Special Publication 800–25

[NIST SP 800–30] *Risk Management Guide for Information Technology Systems*; NIST Special Publication 800–36

[NIST SP 800–32] *Introduction to Public Key Technology and the Federal PKI Infrastructure*; NIST Special Publication 800–32

[NIST SP 800–34] *Contingency Planning Guide for Information Technology Systems*; NIST Special Publication 800–34

[NIST SP 800–35] *Guide to Information Technology Security Services*; NIST Special Publication 800–35

[NIST SP 800–36] *Guide to Selecting Information Technology Security Products*; NIST Special Publication 800–36

[NIST SP 800–39] *Managing Risk from Information Systems, An Organizational Perspective*; NIST Special Publication 800–39

[NIST SP 800–40] *Procedures for Handling Security Patches*; NIST Special Publication 800–40

[NIST SP 800–44] *Guidelines on Securing Public Web Servers*; NIST Special Publication 800–44

[NIST SP 800–45] *Guidelines on Electronic Mail Security*; NIST Special Publication 800–45, Version 2

[NIST SP 800–46] *Security for Telecommuting and Broadband Communications*; NIST Special Publication 800–46

[NIST SP 800–48] *Wireless Network Security*: 802.11, *Bluetooth, and Handheld Devices*; NIST Special Publication 800–48

[NIST SP 800–52] *Guidelines on the Selection and Use of Transport Layer Security*; NIST Special Publication 800–52

[NIST SP 800–53] *Recommended Security Controls for Federal Information Systems*; NIST Special Publication 800–53, Revision 2

[NIST SP 800–53A] *Guide for Assessing the Security Controls in Federal Information Systems*, *Building Effective Security Assessment Plans*; NIST Special Publication 800–53A

[NIST SP 800–58] *Security Considerations for Voice over IP Systems*; NIST Special Publication 800–58

[NIST SP 800–60] *Guide for Mapping Types of Information and Information Systems to Security Categories*; NIST Special Publication 800–60, Revision 1, DRAFT

[NIST SP 800–63–1] *Electronic Authentication Guideline*; NIST Special Publication 800–63–1; DRAFT

[NIST SP 800–64] NIST Special Publication 800–64

[NIST SP 800–66] *An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act* (HIPAA); NIST Special Publication 800–66

[NIST SP 800–68] *Guidance for Securing Microsoft Windows XP Systems for IT Professionals: A NIST Security Configuration Checklist*; NIST Special Publication 800–68

[NIST SP 800–70] *Security Configuration Checklists Program for IT Products*; NIST Special Publication 800–70

[NIST SP 800–72] *Guidelines on PDA Forensics*; NIST Special Publication 800–72

[NIST SP 800–73] *Integrated Circuit Card for Personal Identification Verification*; NIST Special Publication 800–73; Revision 1

[NIST SP 800–76] *Biometric Data Specification for Personal Identity Verification*; NIST Special Publication 800–76

[NIST SP 800–77] *Guide to IPSec VPNs*; NIST Special Publication 800–77

[NIST SP 800–78] *Cryptographic Algorithms and Key Sizes for Personal Identity Verification*; NIST Special Publication 800–78

[NIST SP 800–81] *Secure Domain Name System* (DNS) *Deployment Guide*; NIST Special Publication 800–81

[NIST SP 800–84] *Guide to Test, Training, and Exercise Programs for IT Plans and Capabilities*; NIST Special Publication 800–84

[NIST SP 800–86] *Guide to Integrating Forensic Techniques into Incident Response*; NIST Special Publication 800–86

[NIST SP 800–87] *Codes for the Identification of Federal and Federally Assisted Agencies*; NIST Special Publication 800–87

[NIST SP 800–96] *PIV Card / Reader Interoperability Guidelines*; NIST Special Publication 800–96

[NIST SP 800–97] *Guide to* IEEE 802.11i: *Robust Security Networks*; NIST Special Publication 800–97

[NIST SP 800–121] *Guide to Bluetooth Security*, NIST Special Publication 800-121

[NIST SP 800–124] *Guidelines on Cell Phone and PDA Security*, NIST Special Publication 800-124

[NIST SP 800–144] *Guidelines on Security and Privacy in Public Cloud Computing*; NIST Special Publication 800-144

[NIST SP 800–145] *The NIST Definition of Cloud Computing*; NIST Special Publication 800-145

[NIST SP 800–146] *Cloud Computing Synopsis and Recommendations*; NIST Special Publication 800-146

[OMB A–130] *Management of Federal Information Resources*; Circular No. A–130; Revised; February 8, 1996

[OMB M–04–04] *E-Authentication Guidance for Federal Agencies*; OMB Memo 04–04; December 16, 2003

[OMB M–06–15] *Safeguarding Personally Identifiable Information*; OMB Memo 06–15; May 22, 2006

[OMB M–06–16] *Protection of Sensitive Agency Information*; OMB Memo 06–16; June 23, 2006

[OMB M–06–19] *Reporting Incidents Involving Personally Identifiable Information and Incorporating the Cost for Security in Agency Information Technology Investments*; OMB Memo 06–19; July 12, 2006

[OMB M–07–16] *Safeguarding Against and Responding to the Breach of Personally Identifiable Information*; OMB Meme 07–16; May 22, 2007

[Surviving Security] *Surviving Security: How to Integrate People, Process, and Technology*; Second Edition; 2004

[USC Title 5, Section 552] *Public information; agency rules, opinions, orders, records, and proceedings*; United States Code, Title 5 - Government Agency and Employees, Part I - The Agencies Generally, Chapter 5 - Administrative Procedure, Subchapter II - Administrative Procedure, Section 552. Public information; agency rules, opinions, orders, records, and proceedings

[USC Title 44, Section 3506] *Federal Information Policy*; 01/02/2006; United States Code, Title 44 - Public Printing and Documents; Chapter 35 - Coordination of Federal Information Policy; Subchapter I - Federal Information Policy, Section 3506

APPENDIX J NONCRIMINAL JUSTICE AGENCY SUPPLEMENTAL GUIDANCE

This supplemental guidance for noncriminal justice agencies (NCJA) is provided specifically for those whose only access to FBI CJI is authorized by legislative enactment or federal executive order to request civil fingerprint-based background checks for licensing, employment, or other noncriminal justice purposes, via their State Identification Bureau and/or Channeling agency. This guidance does not apply to criminal justice agencies covered under an active user agreement with the FBI CJIS Division for direct connectivity to the FBI CJIS Division via the FBI CJIS Wide Area Network. Examples of the target audience for this supplemental guidance include school boards, banks, medical boards, gaming commissions, alcohol and tobacco control boards, social services agencies, pharmacy boards, etc. The information below identifies the sections of the CJIS Security Policy most closely related to the NCJA's limited scope of interaction with CJI.

1. The following CJIS Security Policy sections comprise the minimum standard requirements in all situations:
   a. 3.2.9 – Local Agency Security Officer (LASO)
   b. 5.1.1.6 – Agency User Agreements
   c. 5.1.1.7 – Outsourcing Standards for Channelers*
   d. 5.1.3 – Secondary Dissemination
   e. 5.2.1.1 – All Personnel (Security Awareness Training)
   f. 5.3 – Incident Response
   g. 5.4 – Auditing and Accountability
   h. 5.8 – Media Protection
   i. 5.9.2 – Controlled Area
   j. 5.11 – Formal Audits **
   k. 5.12 – Personnel Security***

   * Note: Outsourcing Standard applies when contracting with channeling or outsourcing agency.

   **Note: States shall periodically conduct audits of NCJAs. The FBI CJIS Division shall triennially conduct audits of a sampling of NCJAs.

   *** Note: See the National Crime Prevention and Privacy Compact Council's Outsourcing Standard for Contractor background check requirements.

2. Agencies located within states having passed legislation authorizing or requiring civil fingerprint-based background checks for personnel with access to criminal history record information for the purposes of licensing or employment shall follow the guidance in Section 5.12. Agencies located within states without this authorization or

requirement are exempted from the fingerprint-based background check requirement until such time as appropriate legislation has been written into law.

3. When receiving CJI via encrypted e-mail or downloading from a web-site and subsequently storing the information as an encrypted electronic image Authorized Recipients should, in addition to all of the aforementioned sections, focus on compliance with policy sections:
   a. 5.5.2.4 – Access Control – Encryption
   b. 5.6 – Identification and Authentication (web-site access)
   c. 5.10.1.2 – System and Communications Protection – Encryption

4. When receiving CJI via e-mail or retrieving CJI from a website and subsequently storing the CJI electronically, Authorized Recipients should, in addition to 1.a–1.k above, focus on compliance with policy sections:
   a. 5.5.2.4 – Access Control – Encryption
   b. 5.6 – Identification and Authentication
   c. 5.7 – Configuration Management
   d. 5.10 – System and Communications Protection and Information Integrity

5. If an NCJA further disseminates CJI via encrypted e-mail to Authorized Recipients, located outside the NCJA's designated controlled area, the NCJA should, in addition to 1.a–3.c above, focus on compliance with policy sections:
   a. 5.7 – Configuration Management
   b. 5.10 – System and Communications Protection and Information Integrity

6. If an NCJA further disseminates CJI via secure website posting to Authorized Recipients, located outside the NCJA's designated controlled area, the NCJA should focus on all sections outlined in 1.a-4.d above.

APPENDIX K CRIMINAL JUSTICE AGENCY SUPPLEMENTAL GUIDANCE

This supplemental guidance is directed toward those criminal justice agencies that have historically not been subject to audit under the CJIS Security Policy guidelines. The target audience typically gains access to CJI via fax, hardcopy distribution or voice calls; does not have the capability to query state or national databases for criminal justice information; and, may have been assigned an originating agency identifier (ORI) but is dependent on other agencies to run queries on their behalf. This guidance does not apply to criminal justice agencies covered under an active information exchange agreement with another agency for direct or indirect connectivity to the state CSA – in other words those agencies traditionally identified as "terminal agencies". The information below identifies the sections of the CJIS Security Policy the target audience will most often encounter:

1. The following CJIS Security Policy sections comprise the minimum standard requirements in all situations:
    a. 3.2.9 – Local Agency Security Officer (LASO)
    b. 5.1.1.3 – Criminal Justice Agency User Agreements
    c. 5.1.3 – Secondary Dissemination
    d. 5.2.1.1 – Security Awareness Training
    e. 5.3 – Incident Response
    f. 5.4.6 – Audit Record Retention
    g. 5.8 – Media Protection
    h. 5.9 – Physical Security
    i. 5.10.2 – Facsimile Transmission of CJI
    j. 5.11 – Formal Audits*
    k. 5.12 – Personnel Security

    *Note: States shall triennially audit all CJAs

2. When receiving CJI via encrypted e-mail or downloading from a web-site and subsequently storing the information as an encrypted electronic image Authorized Recipients should, in addition to all of the aforementioned sections, focus on complying with policy sections:
    a. 5.5.2.4 – Access Control – Encryption
    b. 5.6 – Identification and Authentication
    c. 5.10.1.2 – System and Communications Protection – Encryption

3. When receiving CJI via e-mail or retrieving CJI from a website and subsequently storing the CJI electronically, Authorized Recipients should, in addition to 1.a–1.k above, focus on complying with policy sections:
    a. 5.5.2.4 – Access Control – Encryption
    b. 5.6 – Identification and Authentication
    c. 5.7 – Configuration Management
    d. 5.10 – System and Communications Protection and Information Integrity

EXHIBIT 5

Minority and Women Owned Business Enterprise Commitment

COOK COUNTY
OFFICE OF THE
Chief Procurement
Officer

161 N. Clark
Suite 2300
Chicago, Illinois 60601

Memorandum

Date: July 03, 2025

TO: Raffi Sarrafian, Chief Procurement Officer
Office of the Chief Procurement Officer

FROM: JEANETTA CARDINE
Jeanetta Cardine, Deputy Director
Compliance Center of Excellence
Center of Business Enterprise Development

RE: Contract No.: 2317-04243R
Computer Aided Booking System
Sheriff's Office
Contractor: iTouch Biometrics, LLC
Contract Value: $9,236,200.00
Contract Term: 08/01/2025 – 07/31/2030, with two (2), one (1) year renewal options
Competitive Bid – Professional Services
Contract Goal: 35% MWBE

Dear Mr. Sarrafian:

The Center of Business Enterprise Development is in receipt of the above-referenced contract and has determined a 35% MWBE participation goal was recommended and does not require the Center of Business Enterprise Development to review for MBE/WBE compliance with the Minority- and Women- owned Business Enterprises (MBE/WBE) Ordinance. A full waiver was granted for this contract.

JC/ma

CC: Colleen Chambers, (Sherriff's Office)
Douglas Maclean, (Sheriff's Office)

MBE/WBE UTILIZATION PLAN - FORM 1

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions – Section 19.

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

____ Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current Letter of Certification)

____ Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available online at www.cookcountyil.gov/contractcompliance)

____ Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II below and the Letter(s) of Intent – Form 2).

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

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

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

MBE/WBE Firm: ______________________________

Address: ______________________________

E-mail: ______________________________

Contact Person: ______________________ Phone: ______________________

Dollar Amount Participation: $______________________________

Percent Amount of Participation: ______________________________%

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

MBE/WBE Firm: ______________________________

Address: ______________________________

E-mail: ______________________________

Contact Person: ______________________ Phone: ______________________

Dollar Amount Participation: $______________________________

Percent Amount of Participation: ______________________________%

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

Attach additional sheets as needed.

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

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: ______________________________

Contact Person: ______________________________

Address: ______________________________

City/State: ________________ Zip: __________

Phone: ______________ Fax: ______________

Email: ______________________________

Certifying Agency: ______________________________

Certification Expiration Date: ____________________

Ethnicity: ______________________________

Bid/Proposal/Contract #: ______________________

FEIN #: ______________________________

Participation: [ ] Direct [ ] Indirect

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

[ ] No [ ] Yes – Please attach explanation. Proposed Subcontractor(s): ______________________

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

____

____

____

____

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

____

____

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

______________________	______________________
Signature (*M/WBE*)	Signature (*Prime Bidder/Proposer*)
______________________	______________________
Print Name	Print Name
______________________	______________________
Firm Name	Firm Name
______________________	______________________
Date	Date
Subscribed and sworn before me	Subscribed and sworn before me
this ____ day of______________, 20____.	this ____ day of______________, 20____.
Notary Public ______________	Notary Public ______________
SEAL	SEAL

CONTRACT NO. 2317-04243R

PETITION FOR 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 Explanations

B1) iTouch Biometrics, LLC engaged directly with two potential subcontractors, Clarity Partners and Rico Enterprises. Due to the complicated nature of the RFPs requirements, iTouch was not successful in locating a subcontractor that could provide adequate goods or services to assist in meeting and exceeding the needs of the RFP.

B3) Clarity Partners proposed the development of middleware that's already been developed by our team, field tested, and is in commercial use with iTouch Biometrics customers across the country. In addition to the costly development of the untested solution, Clarity's proposal also included ongoing support that would come at an additional cost to the County. Seeing as the ability to search submitted records from a central repository is already a feature in the Accurate-ID Central Server, we believe this to be economically impractical.

C1) Please see Attachment 1 for the written communication between iTouch Biometrics and Clarity Partners, and Attachment 2 for the written communication between iTouch Biometrics and Rico Enterprises.

C2) iTouch Biometrics used the following website to find Clarity Partners and Rico Enterprises:
City of Chicago - Certification and Compliance System (mwdbe.com)

C3) Please see Attachment 1 for the written communication between iTouch Biometrics and Clarity Partners, and Attachment 2 for the written communication between iTouch Biometrics and Rico Enterprises.

C4) Please see Attachment 1 for the written communication between iTouch Biometrics and Clarity Partners, and Attachment 2 for the written communication between iTouch Biometrics and Rico Enterprises.

C5) iTouch Biometrics, LLC engaged directly with Clarity Partners and Rico Enterprises as potential subcontractors, but it was found that they would not be able to provide anything of substance that iTouch Biometrics was not already providing to meet the needs of the RFP. Due to the sensitive nature of this installation, we believe that the County is going to want to have one consistent resource to go to for tier 1, tier 2, and tier 3 support requests. iTouch is not opposed to partnering with Clarity if the County would prefer, but as stated above, we do not believe that it is the most economic or practical solution to meet the needs of the RFP.

I. POLICY AND GOALS

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

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

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

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

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

E. Unless specifically waived in the Bid or Proposal Documents, this Exhibit; the Ordinance; and the policies and procedures promulgated thereunder shall govern. If there is a conflict between this Exhibit and the Ordinance or the policies and procedures, the Ordinance shall control.

F. A Consultant's failure to carry out its commitment regarding MBE and WBE participation in the course of the Contract's performance may constitute a material breach of the Contract. If such breach is not appropriately cured, it may result in withholding of payments under the Contract, contractual penalties, disqualification and any other remedy provided for in Division 4 of the Procurement Code at law or in equity.

II. REQUIRED BID OR PROPOSAL SUBMITTALS

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

A. MBE/WBE Utilization Plan

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

1. Letter(s) of Intent

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

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

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

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

2. Letter(s) of Certification

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

- County of Cook
- City of Chicago

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

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

3. Joint Venture Affidavit

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

B. Petition for Reduction/Waiver

In the event a Bid or Proposal does not meet the Contract specific goals for MBE and WBE participation, the Bid or Proposal shall include a Petition for Reduction/Waiver, as set forth on Form 3. The Petition for Reduction/Waiver shall be supported by sufficient evidence and documentation to demonstrate the Bidder or Proposer's Good Faith Efforts in attempting to achieve the applicable MBE and WBE goals, and its inability to do so despite its Good Faith Efforts.

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

III. REDUCTION/WAIVER OF MBE/WBE GOALS

A. Granting or Denying a Reduction/Waiver Request.

1. The adequacy of the Good Faith Efforts to utilize MBE and WBE firms in a Bid or Proposal will be evaluated by the CCD under such conditions as are set forth in the Ordinance, the policies and rules promulgated thereunder, and in the "Petition for Reduction/Waiver of MBE/WBE Participation Goals" – Form 3 of the M/WBE Compliance Forms.

2. With respect to a Petition for Reduction/Waiver, the sufficiency or insufficiency of a Bidder or Proposer's Good Faith Efforts shall be evaluated by the CCD as of the date upon which the corresponding Bid or Proposal was due.

3. The Contract Compliance Director or his or her duly authorized Waiver Committee may grant or deny the Petition for Reduction/Waiver based upon factors including but not limited to: (a) whether sufficient qualified MBE and WBE firms are unavailable despite good faith efforts on the part of the Bidder or Proposer; (b) the degree to which specifications and the reasonable and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract into sufficiently small tasks or quantities so as to enable the Bidder or Proposer to utilize MBE and WBE firms in accordance with the applicable goals; (c) the degree to which the prices or prices required by any potential MBE or WBE are more that 10% above competitive levels; and (d) such other factors as are determined relevant by the Contract Compliance Director or the duly authorized Waiver Committee.

4. If the Contract Compliance Director or the duly authorized Waiver Committee determines that the Bidder or Proposer has not demonstrated sufficient Good Faith Efforts to meet the applicable MBE and WBE goals, the Contract Compliance Director or the duly authorized Waiver Committee may deny a Petition for Reduction/Waiver, declare the Bid or Proposal non-responsive, and recommend rejection of the Bid, Quotation, or Proposal.

IV. CHANGES IN CONSULTANT'S UTILIZATION PLAN

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

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

V. NON-COMPLIANCE

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

VI. REPORTING/RECORD-KEEPING REQUIREMENTS

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

VII. EQUAL EMPLOYMENT OPPORTUNITY

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

Any questions regarding this section should be directed to:
Office of the Chief Procurement Officer, Business Enterprise Development
Cook County
161 North Clark Street, Suite 2300
Chicago, Illinois 60601
(312) 603-5502

EXHIBIT 6

Electronic Payables Program (E-Payables)

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

FOR INFORMATION PURPOSES ONLY

This document describes the Office of the Cook County Comptroller's Electronic Payables Program ("E-Payables").
If you wish to participate in E-Payables, please contact the Cook County Comptroller's Office, Accounts Payable, 161 N. Clark Street, Suite 1900, Chicago, IL 60601.

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

As a vendor, you may experience the following benefits by accepting this new payment type:
- Improved cash flow and accelerated payment
- Reduced paperwork and a more streamlined accounts receivable process
- Elimination of stop payment issues
- Reduced payment delays
- Reduced costs for handling paper checks
- Payments settled directly to your merchant account

There are two options within this initiative:

1. **Dedicated Credit Card – "PULL" Settlement**

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

2. **One-Time Use Credit Card – "SUGA" Settlement**

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

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EXHIBIT 7

Evidence of Insurance

ITOUBIO-01 MWOODMAN

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/10/2025

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

PRODUCER
Associated
1701 Golf Road #3-700
Rolling Meadows, IL 60008

CONTACT NAME: Mary Woodman
PHONE (A/C, No, Ext): (847) 427-3452 FAX (A/C, No): (847) 427-3430
E-MAIL ADDRESS: mwoodman@associated.cc

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Great American E&S Ins Co	37532
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
iTouch Biometrics, LLC
200 West Monroe St.
Suite 2150A
Chicago, IL 60606

COVERAGES CERTIFICATE NUMBER: 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:	X		PL 3403322	6/1/2025	6/1/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			PL 3403322	6/1/2025	6/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			XS F357813	6/30/2025	6/1/2026	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Cook County, its officials, employees, and agents are added as Additional Insured with respects to the General Liability on a Primary and Non-Contributory basis per written contract.

CERTIFICATE HOLDER

Cook County Government
Office of the Chief Procurement Officer
161 N. Clark Street, Suite 2300
Chicago, IL 60601

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/14/2025

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

PRODUCER Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	**CONTACT NAME:** **PHONE (A/C, No, Ext):** (855) 222-5919 **FAX (A/C, No):** **E-MAIL ADDRESS:** support@nextinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Specialty Insurance Company	22608
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
iTouch Biometrics LLC
200 E. Randolph Street, Suite 5100
Chicago, IL 60601

COVERAGES

CERTIFICATE NUMBER: 755275890 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		NXTHVLLQ49-01-WC	06/01/2025	06/01/2026	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000.00
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000.00
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance.

CERTIFICATE HOLDER

Cook County Government
161 N Clark St Ste 2300
Chicago, IL 60601

LIVE CERTIFICATE

Click or scan to view

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ann Ryan

AGENCY CUSTOMER ID: ______________________

LOC #: ____________

ACORD®

ADDITIONAL REMARKS SCHEDULE

AGENCY Next First Insurance Agency, Inc.		NAMED INSURED iTouch Biometrics LLC 200 E. Randolph Street, Suite 5100 Chicago, IL 60601
POLICY NUMBER NXTHVLLQ49-01-WC		
CARRIER National Specialty Insurance Company	NAIC CODE 22608	EFFECTIVE DATE: 2025-06-01

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

The following addresses are additional locations listed on the above referenced policy:

200 W Monroe St Ste 2150A
Chicago, IL 60606

LIVE CERTIFICATE

Click or scan to view

EXHIBIT 8

Board Authorization

Board of Commissioners of Cook County

118 North Clark Street
Chicago, IL

Legislation Details

File #:	25-2808	**Version:** 1	**Name:**	iTouch Biometrics - New CABS Contract	
Type:	Contract		**Status:**	Approved	
File created:	5/8/2025		**In control:**	Board of Commissioners	
On agenda:	7/24/2025		**Final action:**	7/24/2025	

Title: PROPOSED CONTRACT

Department(s): Cook County Sheriff's Office

Vendor: iTouch Biometrics, LLC, Chicago, Illinois

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

Good(s) or Service(s): Computer Aided Booking System (CABS)

Contract Value: Initial Contract Term: $9,236,200.00; First Renewal Period, $832,500.00; Second Renewal Period, $832,500.00

Contract period: 8/1/2025 - 7/31/2030, with two (2) one-year renewal options

Contract Utilization: The vendor has met the Minority- and Women-owned Business Enterprise Ordinance via: Full MWBE waiver

Potential Fiscal Year Budget Impact:
FY 2025 $2,592,916.67 - (11601.1217.21120.560225- Computer & Data Processing Support)
FY 2026 $4,006,733.33 - (11100.1217.15050.540135 - Maintenance and Repair of Data Processing)
FY 2027 $753,300.00 - (11100.1217.15050.540135 - Maintenance and Repair of Data Processing)
FY 2028 $753,300.00 - (11100.1217.15050.540135 - Maintenance and Repair of Data Processing)
FY 2029 $753,300.00 - (11100.1217.15050.540135 - Maintenance and Repair of Data Processing)
FY 2030 $376,650.00 - (11100.1217.15050.540135 - Maintenance and Repair of Data Processing)

Accounts: (11106.1217.21120.560225 - Computer & Data Processing Support);
(11100.1217.15050.540136 - Maintenance and Repair of Data Processing)

Contract Number(s): 2317-04243R

Summary: The Cook County Sheriff's Office requests authorization for the Chief Procurement Officer to enter into and execute a contract with iTouch Biometrics, LLC, Chicago, Illinois to provide Computer Aided Booking System Hardware, Software, Support, and Maintenance Services.

This contract is awarded through Request for Proposals (RFP) procedures in accordance with the Cook County Procurement Code. iTouch Biometrics, LLC, was selected based on established evaluation criteria.

Sponsors:

Indexes: THOMAS J. DART, Sheriff of Cook County

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result

7/24/2025	1	Board of Commissioners	approve	Pass

EXHIBIT 9

Identification of Subcontractors/Supplier/Subconsultant Form

OCPO ONLY:
☐ Disqualification
☐ Check Complete

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

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.: 2317-04243R	Date: 7/22/24
Total Bid or Proposal Amount: $9,236,200	Contract Title: Computer-Aided Booking System
Contractor: iTouch Biometrics, LLC	Subcontractor/Supplier/ Subconsultant to be added or substitute:
Authorized Contact for Contractor: Gerald Bornhofen	Authorized Contact for Subcontractor/Supplier/ Subconsultant:
Email Address (Contractor): Gbornhofen@itouchbiometrics.com	Email Address (Subcontractor):
Company Address (Contractor): 200 W. Monroe Street, Suite 2150A	Company Address (Subcontractor):
City, State and Zip (Contractor): Chicago, IL 60606	City, State and Zip (Subcontractor):
Telephone and Fax (Contractor): 847-706-6789	Telephone and Fax (Subcontractor):
Estimated Start and Completion Dates (Contractor): 8/1/2025 - 7/31/2030	Estimated Start and Completion Dates (Subcontractor):

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

Description of Services or Supplies	**Total Price of Subcontract for Services or Supplies**
N/A	N/A

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

iTouch Biometrics, LLC
Contractor

Gerald Bornhofen
Name

Founder & CEO
Title

Gerald Bornhofen — 7/22/24
Prime Contractor Signature — Date

EXHIBIT 10

Economic Disclosure Statement

CONTRACT #: 2317-04243R

COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX

SECTION 1
INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

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

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

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

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

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

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

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

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

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

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

Lobbyist means any person who lobbies.

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

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

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

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

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

INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

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

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 3: Economic and Other Disclosures Statement. Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

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

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountyil.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

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

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

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

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

Effective October 1, 2016 all foreign corporations and LLCs must be registered with the Illinois Secretary of State's Office unless a statutory exemption applies to the applicant. Applicants who are exempt from registering must provide a written statement explaining why they are exempt from registering as a foreign entity with the Illinois Secretary of State's Office.

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 sub-paragraphs (1) through (6) above.

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

THE 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, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

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

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

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

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

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

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

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

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);

2) Community Development Block Grants;

3) Cook County Works Department;

4) Sheriff's Work Alternative Program; and

5) Department of Correction inmates.

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name	Address
N/A	
N/A	
N/A	

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: ☐

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

200 W. Monroe Street

Suite 2150A

Chicago, IL 60606

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

Yes: ☑ No: ☐

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

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.

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): 17 -09-41 0-014-1295

(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.

CONTRACT #: 2317-04243R

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. **County reserves the right to request additional information to verify veracity of information contained in this statement.**

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: iTouch Biometrics, LLC

D/B/A: N/A FEIN # Only: 26-4408849

Street Address: 200 W. Monroe Street, Suite 2150A

City: Chicago State: IL Zip Code: 60606

Phone No.: 847-706-6789 Fax Number: 630-912-2111 Email: gbornhofen@itouchbiometrics.com

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

Corporate File Number (if applicable): ______

Form of Legal Entity:

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

CONTRACT #: 2317-04243R

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
Gerald Bornhofen - 300 N. State Street, Unit 4111, Chicago, IL 60654 - 100%		

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

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

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

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

Name	Address	Percentage of Beneficial Interest	Relationship
N/A			

Corporate Officers, Members and Partners Information:

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

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
N/A			

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.

CONTRACT #: 2317-04243R

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Gerald W. Bornhofen	Owner - CEO
Name of Authorized Applicant/Holder Representative (please print or type)	Title
	7/22/24
Signature	Date
Gbornhofen@itouchbiometrics.com	847-404-9899
E-mail address	Phone Number

Subscribed to and sworn before me
this 22 day of July, 2024

X

Notary Public Signature

My commission expires:

"OFFICIAL SEAL"
JAMES L ARNOLD
Notary Public - State of Illinois
My Commission Expires May 24, 2025

Notary Seal

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

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

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

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

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

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

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

Additional Definitions:

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

☐ Parent
☐ Child
☐ Brother
☐ Sister
☐ Aunt
☐ Uncle
☐ Niece
☐ Nephew
☐ Grandparent
☐ Grandchild
☐ Father-in-law
☐ Mother-in-law
☐ Son-in-law
☐ Daughter-in-law
☐ Brother-in-law
☐ Sister-in-law
☐ Stepfather
☐ Stepmother
☐ Stepson
☐ Stepdaughter
☐ Stepbrother
☐ Stepsister
☐ Half-brother
☐ 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: iTouch Biometrics, LLC

Address of Person Doing Business with the County: 200 W. Monroe Street, Suite 2150A, Chicago, IL 60606

Phone number of Person Doing Business with the County: 847-706-6789

Email address of Person Doing Business with the County: gbornhofen@itouchbiometrics.com

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:
Gerry Bornhofen, Owner/CEO, gbornhofen@itouchbiometrics.com

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: 2317-04243R

The aggregate dollar value of the business you are doing or seeking to do with the County: $9,236,200.00

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: Colleen Chambers, Sheriff's Procurement Manager, Colleen.Chambers@ccsheriff.org

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: Douglas Maclean, Deputy CIO, CCSO; Douglas.Maclean2@ccsheriff.org

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

Check the box that applies and provide related information where needed

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

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

COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM

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

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

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

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

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

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

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

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

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

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

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

Signature of Recipient

7/22/24

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. **County reserves the right to request additional information to verify veracity of information contained in this Affidavit.**

I. Contract Information:

Contract Number: RFP No. 2317-04243R

County Using Agency (requesting Procurement): Sheriff's Office

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): iTouch Biometrics, LLC

Substantial Owner Complete Name: Gerald Bornhofen

FEIN# 26-4408849

[redacted] E-mail address: Gbornhofen@itouchbiometrics.com

Street Address: 200 W. Monroe Street, Suite 2150A

City: Chicago State: IL Zip: 60606

[redacted]

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:

No *Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq.,* **YES or NO**

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

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

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

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

No *Any comparable state statute or regulation of any state, which governs the payment of wages* **YES or NO**

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

IV. Request for Waiver or Reduction

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

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

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

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

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: 7/22/24

Name of Person signing (Print): Gerald Bornhofen Title: Founder & CEO

Subscribed and sworn to before me this 22nd day of July, 2024

X____________ ____________

Notary Public Signature Notary Seal

"OFFICIAL SEAL"
JAMES L ARNOLD
Notary Public - State of Illinois
My Commission Expires May 24, 2025

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

SECTION 5

CONTRACT AND EDS EXECUTION PAGE

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

iTouch Biometrics, LLC	
LLC Name	*Member/Manager Printed Name and Signature
7/22/24	847-404-9899 Gbornhofen@itouchbiometrics.com
Date	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
24 day of July, 2024.

Notary Public Signature

My commission expires:

"OFFICIAL SEAL"
JAMES L ARNOLD
Notary Public - State of Illinois
My Commission Expires May 24, 2025

Notary Seal

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

SECTION 6
COOK COUNTY SIGNATURE PAGE

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

Raffi Sarrafian Digitally signed by Raffi Sarrafian Date: 2025.08.27 10:24:34 -05'00'

Cook County Chief Procurement Officer

Date

APPROVED AS TO FORM:

James Beligratis

Assistant State's Attorney
(Required on contracts over $1,000,000

July 15, 2025

Date

CONTRACT TERM & AMOUNT

2317-04243R

Contract #

8/1/2025 - 7/31/2030

Original Contract Term

two (2), one (1)-year

Renewal Options (If Applicable)

$9,236,200.00

Contract Amount

July 24, 2025

Cook County Board Approval Date (If Applicable)

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS
JUL 24 2025
COM ______________________