

SOLE SOURCE AGREEMENT FOR PROFESSIONAL SERVICES

OFFENDER 360™ JAIL MANAGEMENT SOLUTION

BETWEEN



COOK COUNTY GOVERNMENT

COOK COUNTY SHERIFF'S OFFICE

AND

HARRIS CORRECTIONS SOLUTIONS, INC.
A DIVISION OF HARRIS COMPUTERS

CONTRACT NO. 2517-03110
PURCHASE ORDER NO. 70000365294

NON-FEDERALLY FUNDED CONTRACT

PROFESSIONAL SERVICES AGREEMENT

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Exhibit 3	CCSO Information Technology Special Conditions (ITSCs)
Exhibit 4	Criminal Justice Information Services Security Addendum (CJIS)
Exhibit 5	Harris Corrections Solutions, Inc. Software License Agreement
Exhibit 6	Harris Corrections Solutions, Inc Client Support Addendum
Exhibit 7	Electronic Payables Program (“E-Payables”)
Exhibit 8	Board Authorization
Exhibit 9	Evidence of Insurance
Exhibit 10	Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 11	Minority and Women Owned Business Enterprise Commitment
Exhibit 12	Economic Disclosure Statement

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and Harris Corrections Solutions Inc., a corporation of the State of Delaware hereinafter referred to as "Consultant", 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

This Agreement is being entered into in accordance with Section 34-139, Sole Source Procurements, of the Cook County Procurement Code.

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

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

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

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

ARTICLE 2) DEFINITIONS

a) Definitions

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

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

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

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

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

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

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

b) Interpretation

- i) The term **"include"** (in all its forms) means "include, without limitation" unless the context clearly states otherwise.
- ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.
- iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any tables of contents or marginal notes appended to it are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.
- v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.
- vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

c) Incorporation of Exhibits

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

Exhibit 1	Statement of Work
Exhibit 2	Schedule of Compensation/Quote
Exhibit 3	CCSO Information Technology Special Conditions (ITSCs)
Exhibit 4	Criminal Justice Information Services Security Addendum (CJIS)
Exhibit 5	Harris Corrections Solutions, Inc. Software License Agreement
Exhibit 6	Harris Corrections Solutions, Inc Client Support Addendum

Exhibit 7	Electronic Payables Program (“E-Payables”)
Exhibit 8	Board Authorization
Exhibit 9	Evidence of Insurance
Exhibit 10	Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 11	Minority and Women Owned Business Enterprise Commitment
Exhibit 12	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	CCSO Information Technology Special Conditions (ITSCs)
Exhibit 4	Criminal Justice Information Services Security Addendum (CJIS)
Exhibit 5	Harris Corrections Solutions, Inc. Software License Agreement
Exhibit 6	Harris Corrections Solutions, Inc Client Support Addendum
Exhibit 1	Statement of Work
Exhibit 2	Schedule of Compensation/Quote
Exhibit 7	Electronic Payables Program (“E-Payables”)
Exhibit 8	Board Authorization
Exhibit 9	Evidence of Insurance
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Exhibit 12	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 are those described in Exhibit 1, Statement of Work, which is attached to this Agreement and incorporated by reference as if fully set forth here.

b) Deliverables

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

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

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

c) Standard of Performance

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

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

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

d) Personnel

i) Adequate Staffing

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

ii) Key Personnel

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

iii) Salaries and Wages

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

e) Minority and Women Owned Business Enterprises Commitment

In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267

through 272) except to the extent waived by the Compliance Director, which are set forth in Exhibit 11. 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**

Consultant must provide and maintain at Consultant's own expense, during the term of this Agreement the insurance coverages and requirements specified below, insuring all operations related to this Agreement.

i) **Insurance To Be Provided**

(1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$1,000,000 each accident or illness.

(2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage liability. **Coverages** must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability (with no limitation endorsement). Cook County is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

Subconsultants performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.i(2).

(3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Consultant must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence limit, for bodily injury and property damage. The County is to be named as an additional insured on a primary, non-contributory basis.

(4) Technology Errors and Omissions

When any professional consultants perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions

must be maintained with limits of not less than \$2,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services on this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

Subconsultants performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.i(4).

Additional Requirements

(1) Consultant must furnish the County of Cook, Cook County, Office of the Chief Procurement Officer, 161 N Clark Street, Suite 2300, Chicago, IL 60601, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Consultant must submit evidence of insurance on the County Insurance Certificate Form (copy attached as Exhibit 9) or equivalent, including certificates of insurance on standard ACORD forms, prior to the effective date of the Agreement. The receipt of any certificate does not constitute agreement by the County that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the County to obtain certificates or other insurance evidence from Consultant is not a waiver by the County of any requirements for Consultant to obtain and maintain the specified coverages. Consultant must advise all insurers of the provisions in this Agreement regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the County retains the right to terminate this Agreement or to suspend this Agreement until proper evidence of insurance is provided.

The insurance must provide that the insurer shall endeavor to provide thirty (30) days prior written notice to be given to the County in the event coverage is, canceled. All deductibles or self-insured retentions on referenced insurance coverages must be borne by Consultant. Consultant agrees that insurers waive their rights of subrogation against the County of Cook, its employees, elected officials, agents or representatives on the Commercial General Liability Insurance and Automobile Insurance.

(2) The coverages and limits furnished by Consultant in no way limit Consultant's liabilities and responsibilities specified within this Agreement or by law. Any insurance or self-insurance programs maintained by the County of Cook apply in excess of and do not contribute with insurance provided by Consultant under this Agreement.

(3) The required insurance is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

(4) Consultant must require all Subconsultants to provide the insurance required in this Agreement, or Consultant may provide the coverages for Subconsultants. All Subconsultants are subject to the same insurance requirements as Consultant unless otherwise specified in this Agreement. If Consultant or Subconsultant desires additional coverages, the party desiring the additional coverages is responsible for its acquisition and cost.

(5) The County's Risk Management Office maintains the rights to modify, delete, alter or change these requirements, upon written notice to the Consultant. In the event that the Consultant does not agree with such alterations, the Consultant may terminate this Agreement without penalty. "**Risk Management Office**" means the Risk Management Office, which is under the direction of the Director of Risk Management and is charged with reviewing and analyzing insurance and related liability matters for the County.

g) Indemnification and Limitation of Liability

The Consultant covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to any of the following: (1)

damage to, destruction of, or loss of real property or tangible property or the injury to or death of any person arising out of or in connection with Consultant's or its personnel's negligence or willful misconduct; (2) the gross negligence or willful misconduct of Consultant or its personnel; (3) any claim made by an unaffiliated third party based upon infringement misappropriation of any intellectual property right, other proprietary right or contractual right in connection with the deliverables, services, or any other resources or items provided by Consultant under this Agreement or (4) any event of data breach.

Consultant's indemnification liability for (4) data breach shall not exceed, in the aggregate, the total fees paid to Consultant by County under this Contract which, for the avoidance of doubt, consists of this Professional Services Agreement and/or any of its incorporated exhibits.

Notwithstanding anything else to the contrary in this Professional Services Agreement and/or its incorporated exhibits, except as provided for by the indemnities above in this subsection g), the Consultant's aggregate liability to the County shall be limited to the total fees paid by the County to Consultant pursuant to this Professional Services Agreement and/or any of its incorporated exhibits. .

Neither party will be liable to the other party for any indirect damages, consequential damages, or punitive damages (whether arising in contract, in tort or otherwise) in connection with this agreement, nor (without limiting the generality of the foregoing) for damages for lost profits, lost savings, loss of or corruption of data, loss of contracts, or loss of operation time, in each case even if caused by Consultant's negligence and even if Consultant has knowledge of the possibility of such potential loss or damage. The parties agree that direct damages shall include the County's acquisition of replacement services

that are similar in quality and quantity to those that are set forth in this Professional Services Agreement and/or any of its incorporated exhibits.

This limitation of liability shall apply regardless of the form of action, whether for breach of contract, tort, negligence, or under any other legal theory. Further, Consultant may not bring or initiate any act or proceeding against HCOR or its licensor(s) arising out of this Professional Services Agreement or any of its incorporated exhibits more than five years after the cause of action has arisen.

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 (for greater certainty excluding any materials or intellectual property licensed to the County pursuant to Contractor's license agreements where any such materials provided are subject to the terms of the applicable license agreements and not this Contract) created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Consultant to reproduce or use any documents, data, studies, reports obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Consultant's own purposes or for those of any third party. During the performance of the Contract Consultant shall be responsible of any loss or damage to the Documents while they are in Consultant's possession, and any such loss or damage shall be restored at the expense of the Consultant. The County and its designees shall be afforded full access to the Documents and the work at all times.

i) Patents, Copyrights and Licenses

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

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

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

j) Examination of Records and Audits

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

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

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

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

or the Comptroller General of the United States or any of their duly authorized representatives.

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

k) Subcontracting or Assignment of Contract or Contract Funds

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Consultant from its obligations or change the terms of the Contract. The Consultant shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Consultant shall have no effect on the County and are null and void.

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

The Consultant must disclose the name and business address of each Subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Consultant has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit

entity, on an unpaid basis, or (2), himself.

“Lobbyist” also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Consultant is uncertain whether a disclosure is required under this Section, the Consultant must either ask the County, whether disclosure is required or make the disclosure.

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

I) Professional Social Services

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

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

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board and its term shall begin on **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.

b) Timeliness of Performance

- i) Consultant must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1.
- ii) Neither Consultant nor Consultant's agents, employees nor Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

c) Agreement Extension Option

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

ARTICLE 5) COMPENSATION

a) Basis of Payment

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

b) Method of Payment

All invoices submitted by the Consultant shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All Contracts for services that are procured as Sole Source must also contain a provision requiring the Contractor 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

finances and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Consultant to the County.

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

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

c) Funding

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

d) Non-Appropriation

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

e) Taxes

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

f) Price Reduction

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

g) Consultant Credits

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

ARTICLE 6) DISPUTES

Any dispute arising under the Contract between the County and Consultant shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce her decision to writing and mail or otherwise furnish a copy thereof to the Consultant. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer. Notwithstanding a dispute, Consultant shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

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

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

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

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

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

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

- i) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;
- iv) warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and has not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County;

- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- vi) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and
- vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.a and 9.c.

b) Ethics

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

c) Joint and Several Liability

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

d) Business Documents

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

e) **Conflicts of Interest**

- i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.
- ii) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.
- iii) Upon the written request of the County, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant's past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.
- iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, Subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.
- v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.

- vi) Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Consultant must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

f) Non-Liability of Public Officials

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

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

a) Events of Default Defined

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the County.
- ii) Consultant's material failure to perform any of its obligations under this Agreement including the following:
 - (a) Failure due to a reason or circumstances within Consultant's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;
 - (b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
 - (d) Discontinuance of the Services for reasons within Consultant's reasonable control; and

- (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- iii) Any change in control of Consultant without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.
- iv) Consultant's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Consultant acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.
- v) Failure to comply with Article 7 in the performance of the Agreement.
- vi) Consultant's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

b) Remedies

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

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

- i) The right to take over and complete the Services;
- ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;

- iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iv) The right to money damages;
- v) The right to withhold all or any part of Consultant's compensation under this Agreement;
- vi) The right to consider Consultant non-responsible in future contracts to be awarded by the County.

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

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

c) Early Termination

In addition to termination under Sections 9.a and 9.b of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Consultant. The County will give notice to Consultant in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Consultant or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the date on which the Consultant has received final payment from the County for Services that have actually been completed by Consultant and accepted by the County prior to termination.

After the notice is received, Consultant must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 5, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the

compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The County and Consultant must attempt to agree on the amount of compensation to be paid to Consultant, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Consultant is in full settlement for all Services satisfactorily performed under this Agreement.

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

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

d) Suspension

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

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

e) Right to Offset

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

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

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

The County may offset these excess costs by use of any payment due for Services completed before the County terminated this Agreement or before the County exercised any remedies. If the amount offset is insufficient to cover those excess costs, Consultant will refund any excess payments received by Consultant to the County the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the County. Any amounts offset are direct damages for the purposes of Article 3 (g).

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 except as this Agreement, any of its Exhibits, or any other agreement of the parties as permitted under this Agreement and its Exhibits may explicitly state otherwise.

g) Prepaid Fees

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

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) General

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

ii) No Collateral Agreements

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

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

iii) **No Omissions**

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

b) **Counterparts**

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

c) **Contract Amendments**

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

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

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

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

d) Governing Law and Jurisdiction

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

e) Severability

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

f) Assigns

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

g) Cooperation

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

h) Waiver

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

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

i) Independent Consultant

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

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

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

j) Governmental Joint Purchasing Agreement

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners

(April 9, 1965), other units of government may purchase goods or services under this contract.

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

k) Comparable Government Procurement

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

l) Force Majeure

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

m) Federal Clauses

The following provisions apply to all Contracts which are funded in whole or in part with federal funds.

1. Interest of Members of or Delegates to the United States Congress

In accordance with 41 U.S.C. § 22, the Contractor agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Contract or any benefit derived therefrom.

2. False or Fraudulent Statements and Claims

(a) The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3081 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Contract. Accordingly, by signing the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract, including without limitation any invoice for its services. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a

false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

(b) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

3. Federal Interest in Patents

(a) General. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify County immediately and provide a detailed report.

(b) Federal Rights. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Contractor, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, the Contractor agrees that, irrespective of its status or the status of any subcontractor at any tier (e.g., a large business, small business, non profit organization, institution of higher education, individual), the Contractor agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

4. Federal Interest in Data and Copyrights

(a) Definition. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.

(b) Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the County and the Federal Government, until such

time as the Federal Government may have either released or approved the release of such data to the public.

(c) Federal Rights in Data and Copyrights. In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty free, non exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.

(1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and

(2) Any rights of copyright which the Contractor purchases ownership with Federal assistance.

(d) Special Federal Rights for Planning Research and Development Projects. When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.

(e) Hold Harmless. Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.

(f) Restrictions on Access to Patent Rights. Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be

construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.

(g) Application on Materials Incorporated into Project. The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

5. Records and Audits

Contractor will deliver or cause to be delivered all documents (including but not limited to all Deliverables and supporting data, records, graphs, charts and notes) prepared by or for the County under the terms of this Agreement to the County promptly in accordance with the time limits prescribed in this Contract, and if no time limit is specified, then upon reasonable demand therefor or upon termination or completion of the Services hereunder. In the event of the failure by the Contractor to make such delivery, then and in that event, the Contractor will pay to County reasonable damages the County may sustain by reason thereof.

The County and the Federal Government will have the right to audit all payments made to the Contractor under this Agreement. Any payments to the Contractor which exceed the amount to which the Contractor is entitled under the terms of this Agreement will be subject to set off.

The Contractor will keep and retain records relating to this Agreement and will make such records available to representatives of the County and the Federal Government, including without limitation the sponsoring federal agency, other participating agencies, and the Comptroller General of the United States, at reasonable times during the performance of this Agreement and for at least five years after termination of this Agreement for purposes of audit, inspection, copying, transcribing and abstracting.

No provision in this Agreement granting the County or the Federal Government a right of access to records is intended to impair, limit or affect any right of access to such records which the County or the Federal Government would have had in the absence of such provisions.

6. Environmental Requirements

The Contractor recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal Laws that may affect the Contract include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. The Contractor also recognizes that U.S. EPA, U.S. DOT and other agencies of the Federal Government have issued and are expected in the future to issue regulations,

guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, the Contractor agrees to adhere to, and impose on its subcontractors, any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern.

The Contractor acknowledges that this list does not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements. The Contractor will include these provisions in all subcontracts.

(a) Environmental Protection. The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

(b) Air Quality. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

(c) Clean Water. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

(d) List of Violating Facilities. The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities ("List"), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.

(e) Preference for Recycled Products. To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Contractor agrees to use recycled products in performance of the Contract pursuant to U.S.

Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247 253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

7. No Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance to support subcontracts procured using exclusionary or discriminatory specifications.

8. Cargo Preference Use of United States Flag Vessels

The Contractor agrees to comply with U.S. Maritime Administration regulations, "Cargo Preference U.S. Flag Vessels," 49 C.F.R. Part 381, and to include the clauses required by those regulations, modified as necessary to identify the affected parties, in each subcontract or sub agreement involving equipment, materials, or commodities suitable for transport by ocean vessel.

9. Fly America

If the contract or subcontracts may involve the international transportation of goods, equipment, or personnel by air, the Contractor and subcontractors at every tier must use U.S.-flag air carriers, to the extent service by these carriers is available. 49 U.S.C. 40118 and 4 C.F.R. Part 52.

10. No Federal Government Obligations to Third Parties

The Contractor agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any contractor or any other person not a party to the Grant Agreement or Cooperative Agreement between the County and the Federal Government which is a source of funds for this Contract. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, agreement, or contract, the Federal Government continues to have no obligations or liabilities to any party, including the Contractor.

11. Allowable Costs

Notwithstanding any compensation provision to the contrary, the Contractor's compensation under this Contract will be limited to those amounts which are allowable and allocable to the Contract in accordance with OMB Circular A 87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Contractor has received payment in excess of such amounts, the County may offset such excess payments against any future payments due to the Contractor and, if no future payments are due or if future payments are less than such excess, the Contractor will promptly refund the amount of the excess payments to the County.

12. Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

- (a) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- (b) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- (c) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no Notice to Proceed will be issued to an entity who is unable to certify to the above. If Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the USDOT may direct, through the County, cancellation of the Contract at no cost to the Government.

Further, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. Contractor may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Contractor will provide immediate written notice to the County if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision.

The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 100.

13. Contract Work Hours and Safety Standards Act

If applicable according to their terms, the Contractor agrees to comply and assures compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 333, and implementing U.S. DOL regulations,

“Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. Part 5; and U.S. DOL regulations, “Safety and Health Regulations for Construction,” 29 C.F.R. Part 1926. In addition to other requirements that may apply:

(a) In accordance with section of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Contractor agrees and assures that, for the Contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Contractor agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. Part 5.

(b) In accordance with section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the Contractor agrees and assures that no laborer or mechanic working on a construction contract will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health and safety, as determined in accordance with U.S. DOL regulations, “Safety and Health Regulations for Construction,” 29 C.F.R. Part 1926.

14. Veteran’s Preference

In the employment of labor (except in executive, administrative, and supervisory positions), preference will be given to Vietnam era veterans and disabled veterans. However, this preference may be given only where individuals are available and qualified to perform the work to which employment relates.

15. Copyright Ownership

Contractor and the County intend that, to the extent permitted by law, the Deliverables to be produced by Contractor at the County's instance and expense pursuant to this Agreement are conclusively deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq. (the “Copyright Act”), and that the County will be the copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist.

To the extent that any Deliverable does not qualify as a "work made for hire," Contractor irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the County, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the

Deliverables prepared for the County under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Contractor will execute all documents and perform all acts that the County may reasonably request in order to assist the County in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the County.

Contractor warrants to County, its successors and assigns, that on the date of transfer Contractor is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Contractor further warrants that it has not assigned any copyrights nor granted any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Contractor warrants and represents that the Deliverables are complete and comprehensive, and the Deliverables are a work of original authorship.

16. Accessibility Compliance

This provision applies to agreements for design for construction. Contractor warrants that all design documents produced or utilized under this Agreement and all construction or alterations undertaken under this Agreement will comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and all regulations promulgated thereunder, *see* Illinois Administrative Code, Title 71, Chapter 1, Section 400.110. If the above standards are inconsistent, Contractor must comply with the standard providing the greatest accessibility. Also, Contractor must, prior to construction, review the plans and specifications to ensure compliance with the above referenced standards. If Contractor fails to comply with the foregoing standards, Contractor must perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure.

17. Visual Rights Act Waiver

Contractor waives any and all rights that may be granted or conferred under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. § 101 et seq.) (the "Copyright Act") in any work of visual art that may be provided pursuant to this Agreement. Also, the Contractor represents and warrants that the Contractor has obtained a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, if any.

18. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency

may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

19. Compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145)

This provision applies to all contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients.

a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Government may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

20. Compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

This provision shall apply to all contracts awarded by recipients in excess of \$100,000 that involve the employment of mechanics, laborers, and construction work.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1)

of this section, in the sum of \$32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

(3) Withholding for unpaid wages and liquidated damages—

(i) Withholding Process. The County may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, any other federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the Contractor under this contract, any other federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

- (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (B) A contracting agency for its procurement costs;
- (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (D) A contractor's assignee(s);
- (E) A contractor's successor(s); or
- (F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(4) Subcontracts. The Contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause

any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- (i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- (ii) Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- (iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- (iv) Informing any other person about their rights under CWHSSA or this part.

Further Compliance with the Contract Work Hours and Safety Standards Act.

(1) The Contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of three years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid.

(2) Records to be maintained under this provision must be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

21. Rights to Inventions Made Under a Contract or Agreement

This provision applies to Contracts or agreements for the performance of experimental, developmental, or research work. Contractor shall provide for the rights of the Federal Government and the County in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

22. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended

This provision applies to contracts and subgrants of amounts in excess of \$150,000.

Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

23. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), as amended

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal agency.

24. Debarment and Suspension

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

25. Prohibition on Certain Telecommunications and Surveillance Equipment

Recipients and subrecipients are prohibited from using loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232, section 889](#), covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities), or by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

26. Procurement of Recovered Materials

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- b) Meeting contract performance requirements; or
- c) At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at [Comprehensive Procurement Guideline \(CPG\) Program | US EPA](#). The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

The Contactor should, to the greatest extent practicable and consistent with the law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable.

27. Domestic Preference for Procurements

The Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

28. Build America, Buy America Act (BABAA)

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to the County with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by the Federal Government. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to the federal agency; subrecipients will forward disclosures to the pass-through entity, who will, in turn, forward the disclosures to the Federal Government.

29. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)

For construction or repair contracts in excess of \$2,000, or as otherwise required by Federal program legislation, Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Under these requirements, Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must pay wages not less than once a week.

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 N. Clark Street, Suite 2300
Chicago, Illinois 60601
(Include County Contract Number on all notices)

If to Consultant: Harris Corrections Solutions, Inc.
2429 Military Rd, Suite 300
Niagara Falls, New York 14304
Attention: Delbert Gibson

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

ARTICLE 12) AUTHORITY

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

EXHIBIT 1

Statement of Work



HARRIS
CORRECTIONS

Cook County Sheriff's Office
Offender360™ Jail Management Solution
Statement of Work

December 10, 2024
Version 1.0 Draft

Version History			
Version	Date	Author	Notes
1.0	12/10/2024	Delbert Gibson	Initial Draft

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Introduction



1.0 Introduction

Statement of Work / Contract Details

This Statement of Work ("SOW"), attached as Exhibit 1 to the Professional Services Agreement (the "Contract"), describes services to be provided by Harris Corrections Solutions Inc. ("HCOR") to Cook County Sheriff's Office ("CCSO"). This Contract incorporates the GENERAL TERMS AND CONDITIONS specified below.

This SOW is made pursuant to Professional Services Agreement number xxxx-xxxxxx

1.1 Statement of Work Contract Details

HCOR is pleased to provide Cook County Sheriff's Office (CCSO) with this Statement of Work ("SOW") to maintain, support and enhance the Nucleus Jail Management Information System as defined in the contract exhibits for the Offender360™ Software Subscription License Agreement and Client Support Agreement.

Services and Deliverables

2.0 Services and Deliverables

2.1 Software

Exhibit X (Software Subscription License Agreement) details the license associated with the software.

2.2 Support Services

Exhibit Y (Client Support Addendum) details the support services for the software.

2.3 Project Services

This SOW includes project services to enhance CCSO's installed Offender360™ application. CCSO and HCOR have developed an annual budget for project services which is specified in Exhibit 2 (Schedule of Compensation) of this contract. Either CCSO or HCOR can recommend an enhancement project for the CCSO jail management system. Enhancements which are less than 12 hours are provided under the Client Support Addendum as described in Exhibit Y.

Enhancements which are greater than 12 hours will be provided under the Project Services of this SOW. If necessary, multiple enhancements can be grouped together in a single Project Charter. HCOR will develop a Project Charter document for projects which have been prioritized by CCSO and submit these Project Charters to CCSO for review. A Project Charter must be signed by an authorized person from CCSO and HCOR prior to the initiation of each project.

Attachment A to this SOW contains the template for a Project Charter which will be created for each set of enhancement projects under this Contract. Project Charter documents will define the following for each approved project:

- Project Overview
- Scope
- Deliverables
- Roles and Responsibilities
- Duration
- Excluded from Scope
- Pricing and Payment Milestones for each approved project

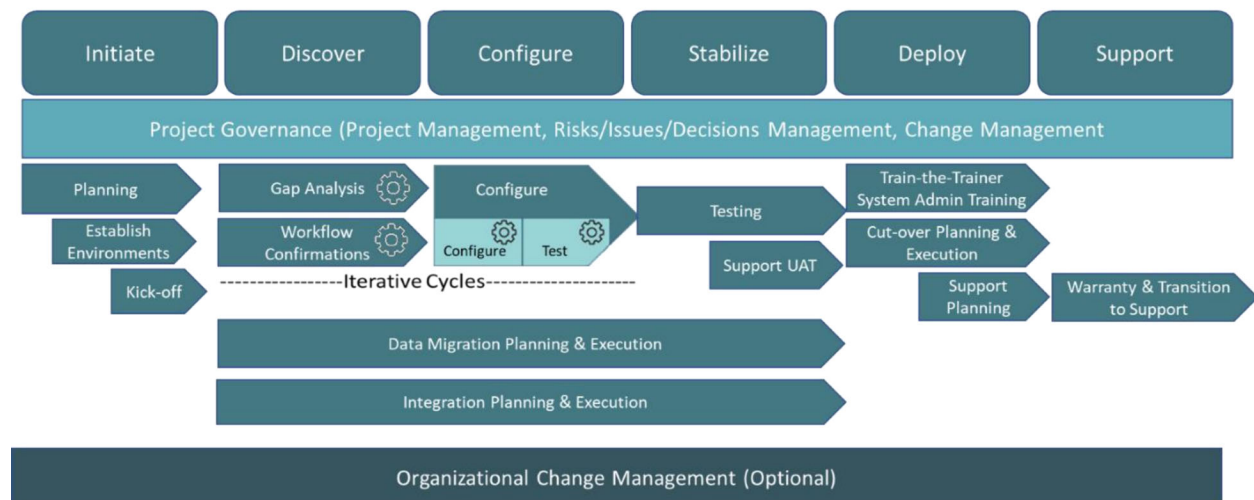
2.3.1 Project Approach

The Services as further described within this SOW consist of details of the overall approach for the services to be completed for project activities. The specific approach for each project will be defined in the Project Charter for that project.

HCOR uses its Achieve360 methodology for Offender360™ projects. Achieve360 includes six (6) stages, each requiring engagement and collaboration between HCOR and CCJTDC.

- Stage 1- Initiate
- Stage 2- Discover
- Stage 3- Configure
- Stage 4- Stabilize
- Stage 5- Deploy
- Stage 6- Support

The diagram below shows each of these stages and key activities of the HCOR Achieve360 methodology. This SOW describes activities associated with each of the stages. The methodology diagram is for illustration purposes only and may vary from the activities and deliverables defined for a specific Project Charter.



2.4 General Responsibilities

The roles listed in this section is a complete set of roles which may be assigned to a project. Not every role will be required for every Project Charter. When a Project Charter is developed, it will include a list of the roles and responsibilities which are required for that specific project.

2.4.1 HCOR Responsibilities

The following is a list of potential roles that HCOR could provide to support future enhancements to the solution as part of a Project Charter process. Specific roles and responsibilities will be defined in each Project Charter, as needed:

Role	Responsibilities
Account Executive	• In conjunction with the client Project Manager, identifies the major project requirements and confirms client services budget. • Available for consultation throughout project

Role	Responsibilities
Project Manager	- Responsible for day-to-day running of project - Client's primary point of contact throughout the project - Project Management Plan & Schedule - Stakeholder Communication Plan - Status reporting - Risk & issue management - Change management identification & process - Management of HCOR Team - Scope management - Project services - Project delivery
Project Coordinator	- Supports Project Manager - Coordinates and schedules workshops / meetings - Manages project documentation
Business Analysts	- Responsible for managing the requirements of the project - Requirement's traceability matrix - Gap analysis process & documentation - Business process and workflow confirmations - Use case confirmation & documentation
Configuration Analyst	- Responsible for solution architecture - Offender360™ configuration - North52 rules configuration - Design documentation
Developers	- Responsible for solution development - Product configuration - Custom development - Report development
Test Lead	- Responsible for test planning & execution - Manages test tracking and reporting in Azure DevOps (ADO) - Provides test results throughout project - Communicates with client testers - Supports User Acceptance Testing (UAT)
Testers	- Responsible for quality of product - System testing, integration testing, performance testing, stress testing - Writes & executes test scripts - Test in different environments (e.g. test and stage) - Record pass/fail information in in Azure DevOps (ADO)

2.4.2 CCSO Responsibilities

CCSO shall:

- designate a senior-level individual to act as HCOR's primary contact for CCSO
- make available subject matter experts, as requested by HCOR, to assist with requirements-confirmation and data-sourcing activities
- perform CCSO responsibilities set out in this SOW
- responsible for providing the required Azure environments and ensuring that they are properly configured to support the installations.
- responsible for the acquisition of Microsoft Power Apps licenses. This includes licenses for business users, IT support, and HCOR development and support.

The following is a list of potential roles that CCSO could provide to support future enhancements to the solution as part of a Project Charter process. Specific roles and responsibilities will be defined in each Project Charter, as needed:

Role	Responsibilities
Project Manager	• Responsible for day-to-day running of project on client side • Point of contact for the HCOR project manager • CCSO project plan & schedule • Management/coordination of CCSO Team • Scope management • Risk & issue management
Subject Matter Experts	• Required for each program area (e.g., booking, records management, programs, release, property, classification, etc.) • Provide expertise to project in the following areas: ○ workflows and business process confirmation ○ data required to complete processes ○ identification of configuration requirements. • Participates in User Acceptance Testing (UAT)
IT Staff	• Point of contact for technical needs of the project • Understanding the data model of the source systems • Identifies available data and data gaps • Stakeholder communication/coordination for integration activities
Test Coordinator	• Coordinates CCSO test team, team member training and testing activities • Liaison with HCOR Test Lead/Testers • Provides input to test planning • Manages User Acceptance Testing • Supports UAT Testers • Provides UAT Reports
UAT Testers	• Preparation of UAT scenarios and test cases • Conducts UAT for their business area / specialty • Executes UAT test scripts • Assigns initial priority to identified issues

Role	Responsibilities
	• Retests resolved defects
Training Lead	• Recruits CCSO Trainers • Coordinates and schedules end user training
Organizational Change Management Lead	• Responsible for the Organizational Change Management Plan • Manages communications • Recruits and coordinates change agents • Implements change program • Evaluates success of change program • Ongoing management of change



Assumptions



3.0 Assumptions

3.1 General Project

1. HCOR shall have no obligation to provide Services other than those specified in this SOW and included in the Scope. CCSO can request new enhancements using the Project Charter process. Changes in the SOW scope will be addressed through the Change Control Procedure.
2. Services will be provided primarily remotely
3. All currencies are shown in USD.
4. The HCOR project team or project manager will submit deliverables to the designated point of contact as outlined in the project communication plan. CCSO will have 5 business days to complete an assessment of the deliverable to verify completeness, correctness and alignment with the established requirements. Within the review period, CCSO will provide clear and constructive feedback identifying issues and discrepancies to be addressed. Upon receipt of the feedback, HCOR will address CCSO feedback and return an updated version of the deliverable within 5 business days for subsequent review and acceptance by CCSO. CCSO review will be conducted within 5 business days. Should CCSO find that HCOR has not adequately addressed the feedback, a meeting will be held between HCOR and CCSO to resolve outstanding matters and finalize the deliverable for immediate acceptance.
5. HCOR cannot guarantee the functionality or performance of Microsoft and third-party independent software vendor (ISV) software. HCOR will work closely with CCSO and the respective software vendor to quickly address any software or system performance issues that may arise during the course of the project.
6. CCSO will act as the liaison between their interface partners and HCOR. CCSO will be responsible for coordinating with their partners to ensure their involvement in project and support activities.
7. HCOR team members will not be available at certain times during the expected timeframe of some Projects to accommodate HCOR holidays, scheduled HCOR team meetings, and scheduled team member commitments, training, and vacation dates. HCOR will communicate these dates with reasonable notice over the course of the Project as part of ongoing planning and status meetings.
8. Project Charters which are approved by CCSO will be completed contiguously in compliance with the Project schedule defined in the Project Charter and will avoid stoppage or downtime. Should this need occur, the HCOR project manager will assess the cost and timeline impact to the Project and issue a Change Request accordingly. Stoppage of an approved Project Charter timeline may impact HCOR's ability to retain assigned consultants. In the event a Project stoppage is required, the following process will take effect:
 - a. Upon CCSO's written notice to HCOR, CCSO may suspend or delay the Project for a time determined by the CCSO in its sole discretion and specified in such notice ("Project Hold").
 - b. To exercise a Project Hold, CCSO must provide HCOR prior written notice specifying the reason for the Project Hold and the expected duration (the "Stand Down Period" or "SDP").
 - c. Upon notice of the Project Hold, HCOR will cease all work under the Project for the specified SDP.
 - d. A Project Hold may necessarily result in an extension of the fixed timeline under the Initial Project Plan described in the Project Charter. The Parties will negotiate in good

faith to determine an appropriate extension and an applicable Change Request reflecting the SPD and extension and the additional associated costs.

- e. If the SDP requested by CCSO is greater than two (2) weeks, CCSO acknowledges that HCOR cannot guarantee that the same HCOR staff can return to the Project. However, HCOR will make commercially reasonable efforts to have the same staffing available.
 - f. If CCSO requests a SDP of more than two (2) weeks, CCSO acknowledges that time will be required for the HCOR team to re-engage under the Project. The re-engagement time may result in an additional cost to CCSO and will be submitted as a revision to the Project Charter.
 - g. If an approved Project Charter is terminated, CCSO agrees to pay HCOR the fees that have been incurred up to the date of termination.
9. CCSO will provide HCOR Project staff user licenses to access the Software during the Project.

3.2 Travel Estimate

Except as otherwise stated in this SOW, the scope of the Services will be provided remotely unless mutually agreed upon by CCSO and HCOR.

3.3 Change Control Procedure

Either Party may submit a written request for a Contract Change to the other Party (Change Request). The receiving Party will evaluate the Change Request and deliver to the requesting Party a written response within fifteen (15) Business Days following receipt of the Change Request. In respect of CCSO requested changes, HCOR's response may include associated proposed operational, financial, and other modifications to the SOW and Services that HCOR believes reasonable to implement this Agreement Change (Change Proposal).

Neither a Change Request nor a Change Proposal have a mandated format, except that Change Requests and Change Proposals must be reasonably sufficient for the receiving Party to understand the request or proposal (as applicable).

To the extent the Parties agree in writing to implement a Contract Change, the Parties will promptly implement, and document matters related to this Agreement Change to the extent reasonably necessary. For example, a minor operational Contract Change will most likely not require significant documentation beyond the exchanges regarding this Agreement Change, while more significant Contract Changes may require an amendment to the applicable Contract.

To the extent that a Party makes agreement to a Contract change conditional (where HCOR provides CCSO with a Change Proposal), the other Party will decide in its sole discretion to either accept, reject or negotiate such conditions. Neither Party will be required to implement a Contract Change until and unless any applicable conditions are agreed upon, and either Party may cease negotiations at any time and for any reason. To the extent a Contract Change's conditions are successfully negotiated, the Parties must promptly implement this Agreement Change as agreed, and document matters to the extent reasonably necessary. Until such time as the Agreement Change is accepted by either party, HCOR shall continue to supply the Services as originally agreed.

Budget and/or schedule increases or decreases incurred from the following are subject to a Change Request in the event of:

- Additional requirements and scope not originally included in scope of this SOW that are subsequently included in scope
- Reduction of scope originally included in SOW
- Delays and rework caused by CCSO or HCOR related to a request for material change in the Scope of Work
- Delays and rework that are not within the scope of HCOR's responsibilities
- Delays and rework caused by any third-party contracted directly through CCSO
- Delays and rework caused by a third-party software vendor or third-party vendor's software product performance
- Delays due to force majeure events

Attachment A: Project Charter Template

Sample Project Charter

Project Name:

Contractor: Harris Corrections Solutions, Inc.

Contract No.:

Address: 2429 Military Road, #300

Project Charter Date:

Niagara Falls, NY 14304

Project Charter No.:

1. Overview

1.1 Customer Overview

- XXXXX

1.2 Project Description

- XXXXX

1.3 Project Benefits

- XXXXX

2. Project Approach and Timeline

- XXXXX

Estimated Duration	
Target Start Date	

2.1 Project Staffing

The following is a list of roles that we provide to staff our HCOR project teams to provide delivery success:

Role	Responsibilities

Role	Responsibilities
	•
	•
	•
	•

The following is a list of the resources that we require from CLIENT to support the project:

Role	Responsibilities
	•
	•
	•
	•
	•
	•
	•
	•

3. Project Deliverables and Responsibilities

- XXXXX

4. Out of Scope

Out of scope activities include:

- XXXXX

5. Change Control Process

Any changes, additions, or deletions to this project, will be handled following the change control process documented in the SOW section 4.4 Change Control Procedure.

6. Schedule of Compensation

6.1 Project Pricing

Item	Description	Phase	Amount
Total			

6.2 Annual Software Subscription and Support Fees

The revised software subscription and support fees are provided on the table below:

Software Subscription Annual Fees	Product	Current Fees	Incremental Fees	Revised Fees
Total				

7. Acceptance

In witness hereof, the parties hereto have agreed to execute this Project Charter as outlined in this document.

Client Signature

Harris Corrections Solutions, Inc.

By

By

Title

Title

Date

Date

EXHIBIT 2

Schedule of Compensation



HARRIS
CORRECTIONS

**Offender360™ Contract Renewal
Nucleus – Jail Management System**

**Quote/Schedule of Compensation for 2025 to 2030
Contract Renewal
Prepared for Cook County Sheriff's Office
Revised June 12, 2025**

Revision History

Name	Date	Reason for Change	Version
Delbert Gibson	December 12, 2024	Initial draft quote	V 0.1
Delbert Gibson	January 21, 2025	Revised Support to be a fixed fee instead of based on hours. Support Services agreement has been modified to reflect this change: Enhancements over 12 hours handled by a Project Charter and CCSO to provide Level 1 and Level 2 Support. HCOR to provide Level 3 Support.	V 0.2
Delbert Gibson	April 5, 2025	Revised to reflect removal of Enhancement projects in Year 2 through 5. The enhancements projects will be addressed as Amendments to the contract.	V 0.3
Delbert Gibson	June 12, 2025	Revised to reflect an effective date of August 8, 2025	V 0.4

Quote/Schedule of Compensation for Nucleus Jail Management System

CCSO has requested a 5-year renewal with two optional 1-year contract extensions for Nucleus Jail Management System which utilizes Harris Corrections Solutions Offender360™ product. This contract term will be of August 8, 2025 to August 7, 2030.

Offender360™ Software Subscription

Standard Software Subscriptions for Offender360™ include making available to Licensee (CCSO) service packs and hotfixes. Below is an outline of the fixed cost quote for the 5-Year Term Subscription Plan plus two optional 1-year extension terms. The subscription plan includes ISV licensing for Offender360™ and North52. CCSO will purchase the Microsoft Dynamics software through the County's Enterprise Agreement with Microsoft and will purchase KingswaySoft directly.

Software Subscription	Product	Cost
Year 1 Software Subscription Plan – Aug 8, 2025 to Aug 7, 2026	Offender360™	\$270,397
Year 2 Software Subscription Plan – Aug 8, 2026 to Aug 7, 2027	Offender360™	\$283,916
Year 3 Software Subscription Plan – Aug 8, 2027 to Aug 7, 2028	Offender360™	\$298,112
Year 4 Software Subscription Plan – Aug 8, 2028 to Aug 7, 2029	Offender360™	\$313,018
Year 5 Software Subscription Plan – Aug 8, 2029 to Aug 7, 2030	Offender360™	\$328,669
Total		\$1,494,112
Optional Year 6 Software Subscription Plan – Aug 8, 2030 to Aug 7, 2031	Offender360™	\$345,102
Optional Year 7 Software Subscription Plan – Aug 8, 2031 to Aug 7, 2032	Offender360™	\$362,357

Offender360™ Support Services

The Offender360™ Support Services provide break fix and incident management support for Nucleus on a fixed fee basis. HCOR will provide level 3 break/fix, minor enhancements and support, to respond to Customer Care requests as described in the Client Support Addendum of this Agreement.

Software Subscription and Support Services	Product	Cost
Year 1 Support Services– Aug 8, 2025 to Aug 7, 2026	Offender360™	\$178,200
Year 2 Support Services– Aug 8, 2026 to Aug 7, 2027	Offender360™	\$187,110
Year 3 Support Services– Aug 8, 2027 to Aug 7, 2028	Offender360™	\$196,466
Year 4 Support Services– Aug 8, 2028 to Aug 7, 2029	Offender360™	\$206,289
Year 5 Support Services) – Aug 8, 2029 to Aug 7, 2030	Offender360™	\$216,603
Total		\$984,668
Optional Year 6 Support Services – Aug 8, 2030 to Aug 7, 2031	Offender360™	\$227,433
Optional Year 7 Support Services – Aug 8, 2031 to Aug 7, 2032	Offender360™	\$238,805

Offender360™ Software Enhancement Services

Enhancement and customization services provided by HCOR for the Offender360™ system. Below is an estimate of the requested enhancements for the contract renewal. Prior to the initiation of any enhancement project a Project Charter will be developed with firm fixed pricing and submitted to CCSO for approval. The enhancement budget for years 2 through 7 will be established through an annual contract amendment.

Enhancement Services Plan	Cost	Description and Desired Features
Fingerprint/Livescan Replacement	\$594,000	Migration of existing fingerprints to new system: • Revision of custom processes for booking, movement, release • Integration between LiveScan system and Nucleus • New interface to drive fingerprinting processes (i.e. rapid booking, booking cards) • Address all business rules within Nucleus that uses fingerprints • User hardware Integration with LiveScan and Nucleus

		Data synchronization from Nucleus to external sources (leveraging BI Sync)
Modify Pre-Booking	\$165,000	Modify Nucleus Pre-Booking process to support additional functionality. - Integration between Pre-Booking data and Nucleus - Revision of custom processes for booking - User Interface and functional design for processes related Pre-Booking - Portal for external user access - Dashboard/reporting abilities to support compliance KPIs - Address all business rules within Nucleus related to booking - Data synchronization from Nucleus to external sources (leveraging BI Sync)
Tier Log Redesign	\$620,000	Redesign of the Tier Log system within Nucleus to align with the current business process. - User Interface and functional design for 18 processes related to Tier Log data entry - Address all business rules within Tier Logs to support current business process - Data synchronization from Nucleus to external sources (leveraging BI Sync)
Pretrial Fairness Act (PFA)	\$260,000	Enhance Nucleus to include business process rules to support workflows implemented during Phase 1 of PreTrial Fairness Act. - Address all business rules within Nucleus related to court cases, detainers, booking and release processes - User Interface and functional design for processes related to PFA revisions - Modifications to current data models to support new business process

		• Dashboard/reporting abilities to support compliance KPIs • Data synchronization from Nucleus to external sources (leveraging BI Sync) • Possible considerations for addressing historical data
		Discover, Configure, Test and Deploy enhancements to build out the Programs module: • Additional Assessments • Offender Request • Programs, Providers (Vendors), • Offender Services (Class, Session, Service provided) ○ Group Sessions • Program Referral /Approvals • Offender Programs • Offender Education • Reports • Charts
Program Module Phase II	\$396,000	
Year 1 Total	\$2,035,000	
Year 2 Total	\$ 0	Annual enhancement budget to be handled by contract amendment
Year 3 Total	\$ 0	Annual enhancement budget to be handled by contract amendment
Year 4 Total	\$ 0	Annual enhancement budget to be handled by contract amendment
Year 5 Total	\$ 0	Annual enhancement budget to be handled by contract amendment
Optional Year 6 Total	\$ 0	Annual enhancement budget to be handled by contract amendment
Optional Year 7 Total	\$ 0	Annual enhancement budget to be handled by contract amendment

Cost Summary

Below is a summary outline of the fixed cost quote for the software subscription and maintenance, incident management support, annual enhancement services for the 5-Year term.

Product	Description	Cost
Offender360™ Subscription	Software Subscription Plan - 5-year cost	\$1,494,112
Offender360™ Support	Support Services - 5-year cost	\$984,668
Offender360™ - Enhancement Services	Enhancement Services	\$2,035,000
	Total – 5-year cost	\$4,513,780

The pricing in this quote remains valid for 120 days from the quote date.

Best regards,

Delbert Gibson
Sr. Account Executive
248-894-3533
dgibson2@harriscomputer.com

EXHIBIT 3

CCSO Information Technology Special Conditions (ITSCs)

Sheriff Information Technology Special Conditions (ITSCs)

1. DEFINITIONS FOR SPECIAL CONDITIONS

1.1. **“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.

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

1.3. **“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.

1.4. **“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.

1.5. **“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.

1.6. **“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.

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

1.8. **“Change Request”** means one Party’s request to the other Party for a Change Order.

1.9. **“Contractor”** has the same meaning as either: (a) both “Contractor” and “Consultant” as such terms are defined, and may be interchangeably used in the County’s Professional Services Agreement, if such document forms the basis of this Agreement or (b) “Contractor” as defined in the County’s Instruction to Bidders and General Conditions, if such document forms the basis of this Agreement.

1.10. **“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.

1.11. **“Contractor Facilities”** means locations owned, leased or otherwise utilized by

Contractor and its Subcontractors from which it or they may provide Services.

1.12. ***“Contractor Intellectual Property”*** means all Intellectual Property owned or licensed by Contractor.

1.13. ***“Contractor IP Materials”*** means all IP Materials owned or licensed by Contractor.

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

1.15. ***“Contractor-Provided Equipment”*** means Equipment provided by or on behalf of Contractor.”

1.16. ***“Contractor-Provided Software”*** means Software provided by or on behalf of Contractor.

1.17. ***“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.

1.18. ***“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.

1.19. ***“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.

1.20. ***“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.

1.21. ***“Deliverable”*** has the same meaning as either: (a) “Deliverable” as defined in the County’s Professional Services Agreement, if such document forms the basis of this Agreement; or (b) “Deliverable” as defined in the County’s Instruction to Bidders and General Conditions, if such document forms the basis of this Agreement. In either case, Deliverables includes without limitation Contractor- Provided Equipment, Contractor-Provided Software, Developed Intellectual Property.

1.22. ***“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.

1.23. **“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).

1.24. **“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.

1.25. **“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.

1.26. **“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.

1.27. **“Exit Assistance Plan”** means a detailed plan for the delivery of the Exit Assistance Services.

1.28. **“Exit Assistance Period”** has the meaning given in Section 9.2.

1.29. **“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.

1.30. **“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.

1.31. **“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.

1.32. **“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.

1.33. **“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.

1.34. ***"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.

1.35. ***"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).

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

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

1.38. ***"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 to the extent that it has been provided to the Contractor by the County or its Using Agencies: (a) any government-issued identification numbers (e.g., Social Security, driver's license, passport); ((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.

1.39. ***"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.

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

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

1.42. ***"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.

1.43. ***"Services"*** either: (a) has the same meaning as "Services" as defined in Article 3 of the County's Professional Services Agreement, if such document forms the basis of this Agreement or (b) collectively means all of Contractor's services and other acts required in preparing, developing, and tendering the Using Agency's Deliverables as "Deliverables" is defined in the County's Instruction to Bidders and General Conditions, if such document forms the basis of this Agreement.

1.44. ***“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.

1.45. ***“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.

1.46. ***“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.

1.47. ***“Third Party Intellectual Property”*** means all Intellectual Property owned by a Third Party, including Third Party Software.

1.48. ***“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.”

1.49. ***“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.

1.50. ***“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.

1.51. ***“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.

1.52. ***“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.

1.53. ***“Using Agency Intellectual Property”*** means all Intellectual Property owned or licensed by the Using Agency, including Developed Intellectual Property.

1.54. ***“Using Agency IP Materials”*** means all IP Materials owned or licensed by the Using Agency.

1.55. ***“Using Agency-Provided Equipment”*** means Equipment provided by or on behalf of Using Agency.

1.56. ***“Using Agency-Provided Software”*** means Software provided by or on behalf of Using Agency.

1.57. ***“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 locations owned, leased or otherwise utilized by Contractor and its Subcontractors.

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. **RESERVED**Required Consents for Assets in Use and Third Party Contracts as of the Effective Date.

2.4. **RESERVED**

2.5. **RESERVED**

2.6. **RESERVED**

2.7. **RESERVED**

2.8. **RESERVED**

2.9. **RESERVED**

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. Contractor shall maintain all Equipment, Software, materials, systems, and other resources utilized 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. **RESERVED**

2.13. **Cooperation with Using Agency's Third Party Contractors.** Contractor shall reasonably 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, including but not limited to entering into applicable non-disclosure and confidentiality agreements, 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 standard security policies. Notwithstanding the foregoing, Contractor may, at its sole and absolute discretion, request the opportunity to discuss the necessity and requirements of providing such information to such Third Parties with the Using Agency at any time, except as required to comply with any applicable law.

2.14. **RESERVED**

3. WARRANTIES

3.1. **RESERVED**

3.2. **RESERVED**

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. Any repairs made to Developed Software pursuant to this Section shall receive a new twelve (12) month warranty period in accordance with the terms of this Section.

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 at the time of installation it has not knowingly provided, to the Using Agency in connection with the Services, any Software that uses Illicit Code. Contractor represents and warrants that at the time of installation 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 by its actions 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 will not relieve Contractor from its warranty obligations set forth in this Section.

3.9. **RESERVED.**

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. **RESERVED**

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, and Developed Intellectual Property. Using Agency acknowledges that any software shall be licensed in accordance with Contractor's Software License Agreement which is a part of the Sole Source Agreement for Professional Services dated XXXXXXXX entered between the parties.

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. RESERVED

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 to the extent that such Using Agency Data is in the Contractor's possession. The Contractor shall, upon request, provide assistance to the Using Agency in retrieval of Using Agency Data from the Contractor's software, with the understanding that if the request requires the Using Agency Data in a format other than the format it is currently stored in, the Using Agency may be charged, on a time and material basis at the current rates of the Contractor at the time of the request, for the conversion of the Using Agency Data into the requested format.

5.4. RESERVED

5.5. Disclosure Required by Law, Regulation or Court Order. In the event that Contractor is required to disclose 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 at the Using Agency's sole expense; (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, except to the extent that such request is contrary to law, regulation, or court order.

5.6. Loss of Using Agency Confidential Information. Without limiting any rights and responsibilities under Section 7 of these IT Special Conditions, in the event of any disclosure or loss of, or inability to account for, any Using Agency Confidential Information, Contractor shall promptly: (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.

5.6. 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.

5.7. Background Checks of Contractor Personnel. Contractor's normal operating policy is to perform background checks on its personnel. However, 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.

5.8 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, in connection with the performance of the Services. Without limiting Contractor's other obligations under this Agreement, Contractor shall Utilize current industry standard protections, but no less than the same protections that it uses for its own Confidential Information. Further, in the event that the Contractor receives or otherwise stores the Agency Data on the Contractors own, or systems that are under the direct control of the Contractor, the Contractor shall utilize current industry standards and protections for the protection of such Agency Data, including current CJIS requirements, if required.

6.2. **RESERVED**

6.3. **RESERVED**.

6.4. **RESERVED**

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.

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. **RESERVED**

6.10. **RESERVED.**

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 policies 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 and requires the Contractor's assistance, 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.

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 three (3) business days following, the determination of the occurrence of a Data Security Breach. Such notice shall summarize in reasonable detail and to the extent known at the time 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. However, this shall not preclude the Contractor from notifying law enforcement if required by law.

7.2. Data Breach Responsibilities. If Contractor knows or has reason to know that a Data Security Breach has occurred (or reasonably likely 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, as may be required by Law, subject to the limitations of liability of the Professional Services Agreement dated XXXXXXXX entered between the parties.

7.3. RESERVED

7.4. RESERVED.

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, where if the Using Agency conducts its own SOC 2 audit, it shall be at the Using Agency's sole and exclusive expense.

8.2. RESERVED.

8.3. RESERVED.

8.4. RESERVED..

8.5. RESERVED.

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. Contractor shall provide reasonable assistance in such transition on a time and materials basis at the then current hourly rates at the time of such request.

9.3. RESERVED

9.4. RESERVED

9.5. RESERVED

9.6. RESERVED

9.7. RESERVED

9.8. RESERVED

9.9. RESERVED

9.10. RESERVED

9.11. RESERVED

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. Software release level shall not fall more than one (1) level below the most currently published release. All future releases of software should be backward compatible or run concurrently with the previous versions during the update and upgrade process. Updates and upgrades 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 IT special conditions 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. Except as otherwise set forth in this Agreement, this Section 10.5 shall govern all Change Requests and Change Orders. If either Party believes that a Change Order is necessary or desirable, such Party shall submit a Change Request to the other. Contractor represents to Using Agency that it has factored into Contractor's fees adequate contingencies for *de minimis* Change Orders. Accordingly, if Change Requests are made, they will be presumed not to impact the fees under this Agreement; provided, however, that if the Change Request consists of other than a *de minimis* deviation from the scope of the Services and/or Deliverables, Contractor shall provide Using Agency with written notification of such other deviation within five (5) business days after receipt of the Change Request. 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 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 Licensor submits a Change Request to Customer, such Change Request shall include the information required for a Change Response.

10.7. Change Orders. 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 upon by the Using Agency in a writing executed by the County's Chief Procurement Officer. In all cases, the approval of all Change Requests and issuance of corresponding Change Orders must comply the County's Procurement Code. If either Party rejects the other's Change Request, Contractor shall proceed to fulfill its obligations under this Agreement.

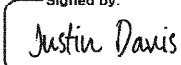
Name (Print Last, First, M.I.) Justin Davis	Signature Signed by:  6B19C38A342647B...	Date 8/7/2025
Witness (Print) Michael P. Halpin	Witness (Signature) 	Date 08/08/25

EXHIBIT 4

Criminal Justice Information Services Security Addendum (CJIS)

**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

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

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.

Justin Davis

DocuSigned by:
Justin Davis
11F1508E06AD42C...

8/15/2025

Printed Name/Signature of Contractor Employee

Date

Justin Davis

DocuSigned by:
Justin Davis
11F1508E06AD42C...

8/15/2025

Printed Name/Signature of Contractor Representative

Date

Harris Corrections, Inc (HCOR)

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

Harris Corrections Solutions, Inc. Software License Agreement

Offender360™ Solution SOFTWARE SUBSCRIPTION LICENSE ADDENDUM

CONTRACT IDENTIFIER:
CONTRACT NUMBER:

This Software Subscription License Addendum made effective as of the 7th day of August 2025 (the “**Effective Date**”).

BETWEEN

Harris Corrections Solutions Inc.
2429 Military Road, Suite 300
Niagara Falls, NY 14304

(“**HCOR**”)

AND

Cook County Government
Cook County Sheriff's Office
3026 S. California Avenue
Building 1, 3rd Floor
Chicago, Illinois 60602

(“**Subscriber**”)

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, Harris and Subscriber hereby agree as follows:

SOFTWARE LICENSE AGREEMENT

1. SCOPE

- 1.1 This Software License Agreement applies to our proprietary software, known commercially as the Offender360™ Solution and any enhancements or custom modifications thereto, including any integrations, and/or other related interfaces licensed by us to you through this Agreement as described in the License Details (defined below), together with related documentation provided by HCOR (collectively, the “**Licensed Software**”).
- 1.2 HCOR shall be solely responsible to provide Subscriber with all levels of Licensed Software support, and any and all services relating to the support and maintenance of the Licensed Software shall be governed by a separate support agreement between Subscriber and HCOR or its nominee (the “**Support Agreement**”).
- 1.3 All other services including (without limitation) configuration, modification, implementation, integration, data migration, testing, consulting, management, acceptance testing, and training to be provided by HCOR to Subscriber shall be governed by a separate professional services agreement between Subscriber and HCOR or its nominee.

2. **DEFINITIONS** As used in this Agreement:

- 2.1 **"Acceptance"** means the earlier of: (1) your notice of acceptance of the Licensed Software or, (2) your commencement of live processing of the Licensed Software or any modules thereof, where live processing means the first day upon which the Licensed Software is installed, brought on-line, and used to perform or process your data or functions in actual operations;
- 2.2 **"Affiliate"** means an entity separate from you, but which will have access to the Licensed Software, licensed to you under this Agreement;
- 2.3 **"Authorized User"** means an Affiliate, employee or independent contractor of Subscriber (solely to the extent such contractor is providing services to Subscriber), who has been authorized by Subscriber to use the Licensed Software;
- 2.4 **"Database"** means the Microsoft Power Platform entities, attributes & relationships licensed to the Client for the purpose of using the Licensed Software;
- 2.5 **"Documentation"** means the user guides, training materials and technical support instructions for the Offender360™ Software provided to the Subscriber;
- 2.6 **"Subscription Use"** means internal use of the Licensed Software by the number of Authorized Users specified in Exhibit A;
- 2.7 **"License Details"** means the specific terms identified in Exhibit A to this License;
- 2.8 **"Licensed Software"** has the meaning set out in Section 1 above;
- 2.9 **"Term"** means the Initial Term and any Renewal Term as described in section 7.1 and specified in Exhibit A; and
- 2.10 **"Support Agreement"** has the meaning set out in Section 1.3 above.

3. **GRANT OF LICENSE**

3.1 **License Grant.** Subject to the terms and conditions of this Agreement, for each fully paid subscription during the Term HCOR hereby grants to Subscriber a non-exclusive, non-transferable license to install, access and use the Licensed Software, for Subscription Use only (and for greater certainty not for resale, re-license or other form of distribution). This Agreement does not confer any right to Subscriber to sublicense any of its rights to the Licensed Software.

3.2 **No Sale.** The parties acknowledge and agree that nothing in this Agreement constitutes a sale of any software owned or licensed by HCOR, and further that this Agreement does not convey to Subscriber, or to any person, any ownership right, interest or title in or to the Licensed Software, or to any intellectual property therein, and that Subscriber will not obtain any rights to any software (including the Licensed Software) other than those expressly set out in this Agreement. Without limiting that, the Licensed Software qualifies as "commercial items," as that term is defined at *Federal Acquisition Regulation ("FAR")* (48 C.F.R.) 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR 12.212. Consistent with FAR 12.212 and DoD FAR Supp. 227.7202-1 through 227.7202-4, and notwithstanding any other FAR or other contractual clause to the contrary in any agreement into which this Agreement acceptance of the rights and restrictions herein. If Subscriber needs for rights not conveyed under the terms of this Agreement, it must negotiate with HCOR to determine

if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be appended to this Agreement.

3.3 License Restrictions. At all times, Subscriber will not, and will not permit any other party to, directly or indirectly:

- (a) make the Licensed Software or any portion thereof available to anyone other than Subscriber and Authorized Users, nor license, sublicense, sell, resell, publish, republish, transfer, assign, distribute, rent, lease, time-share, copy or otherwise commercially exploit the Licensed Software in any way except as expressly permitted by this Agreement;
- (b) alter, reverse engineer, disassemble, decompile, translate, use software (including artificial intelligence to analyze and attempt to reproduce the functionality of, or otherwise attempt to extract the source code or methodology from the Licensed Software or any part thereof;
- (c) copy, transfer, display or use the Licensed Software or any portion thereof except as expressly authorized in this Agreement, except that Subscriber shall be entitled to make a reasonable number of copies of the Licensed Software for archive and back-up purposes provided that Subscriber (i) ensures that all such copies include screen displays of HCOR's proprietary or intellectual property notices as recorded on the original copy provided by HCOR;
- (d) permit any other systems owned by or providing services to Subscriber to write to the Licensed Software Database;
- (e) remove any copyright or other proprietary notices in the Licensed Software or any part thereof (and, to the extent this Agreement permits Subscriber to make copies of the Licensed Software, Subscriber shall reproduce such notices as they appear in the Licensed Software).

3.4 Complete Software. Subscriber agrees that its license hereunder is neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by HCOR regarding future functionality or features of the Licensed Software except as may be otherwise set out in a separate written agreement between the parties. To the extent, pursuant to the Support Agreement, HCOR delivers any enhancements or modifications to the Licensed Software, the same will form part of the Licensed Software for all purposes.

4. CHARGES AND PAYMENTS

4.1 License Fees. Subscriber shall pay to HCOR the subscription fee for the Initial Term set forth in the License Details and any renewal fees for applicable Renewal Term(s) if the Term (Sec. 7.1) is renewed. HCOR shall invoice Subscriber in accordance with Exhibit A, and all such invoices shall be payable within 30 days of the invoice date. .

4.2 Taxes. Subscriber shall pay all applicable sales, use, withholding and excise taxes, and any other assessments against Subscriber in the nature of taxes, duties or charges however designated on the Licensed Software or its license to use, on or resulting from this Agreement, exclusive of taxes based on the net income of HCOR.

4.3 Reports and Auditing. At all times during the course of this Agreement and for a period of three years thereafter, (a) Subscriber will keep accurate records with respect to the usage of the Licensed Software so as to enable verification that the License Details and restrictions set out in this Agreement have been complied with, and (b) Subscriber will make available such records to the other party (or its advisors) upon its request from time to time in order to verify compliance with

this Agreement, provided that if any such records contain confidential information Subscriber may require that the auditing party or its advisors execute a commercially-reasonable non-disclosure agreement with respect thereto. If such audit reveals non-compliance with the terms of this Agreement, HCOR will invoice, and Subscriber will immediately pay, for such overage or unlicensed use in accordance with HCOR's then-current pricing.

5. IP; CONFIDENTIALITY

5.1 [RESERVED]-

5.2 Retention of Rights by HCOR. All proprietary and intellectual property rights, titles and interests including copyright in and to the original and copies of the Licensed Software, including any enhancements or custom modifications thereto, shall be and remain that of HCOR or its licensors (as the case may be). Subscriber has no proprietary or intellectual property rights, titles or interests in or to the Licensed Software, or any portion thereof, except for the limited license granted herein and Subscriber shall not, at any time, whether before or after the termination of this Agreement, contest or aid others in contesting, or doing anything which otherwise impairs the validity of any proprietary or intellectual property rights, titles or interests of HCOR or its licensors in and to the Licensed Software or any portion thereof.

5.3 Confidentiality. Notwithstanding anything else in this Agreement, each party (in such context, "**Recipient**") will not, without the prior written approval of the other party (in such context, "**Discloser**"), disclose or use for any purpose other than performance of its obligations under this Agreement any information, documents, know-how, or trade secrets of the Discloser, including the terms of this Agreement together with such other information that is not in the public domain that may come to its knowledge or possession by reason of exchange of information under this Agreement or entering into this Agreement (collectively, "**Confidential Information**"). Subscriber acknowledges and agrees that HCOR's Confidential Information includes the Licensed Software. Recipient will protect Discloser's Confidential Information using the same standard of care that it would use to protect its own, similar information, but in any case no less than a reasonable standard of care, and will only use it for the proper performance of this Agreement. All intellectual property rights, titles and interests in and to Discloser's Confidential Information will be and remain vested in Discloser subject only to the express licenses granted herein. Recipient will not disclose Discloser's Confidential Information to any person (including its personnel) except on a strictly "need-to-know" basis in connection with its performance hereunder, and where such person is bound by legally-enforceable confidentiality undertakings in respect thereof at least as stringent as those contained herein. Recipient will be responsible for any breaches of confidentiality caused by such persons to whom Discloser's Confidential Information is disclosed as if Recipient committed such breach. Recipient will not have an obligation of confidentiality under this Section 5.3 with respect to Confidential Information where Recipient can establish, through documentary evidence, that such information (a) was previously known to Recipient free of any obligation to keep it confidential, (b) is or becomes publicly available other than by unauthorized disclosure by Recipient or its personnel, (c) is legally disclosed to Recipient by third parties without restrictions of confidentiality, or (d) has been independently developed by Recipient without direct or indirect reference to Discloser's Confidential Information. Notwithstanding anything else in this Agreement, if Recipient required to disclose any Confidential Information as required by a court or by law (including pursuant to any access to information laws), it may do so provided that Recipient gives Discloser sufficient advance notice as reasonable in the circumstances to enable Discloser the opportunity to contest the disclosure or obtain a protective order, and further that Recipient reasonably assists Discloser in contesting or protecting same. Upon termination of this Agreement or upon the written instruction of Discloser, Recipient will return or destroy Discloser's Confidential Information, provided that it will be deemed to have destroyed electronic Confidential Information when it executes an application or operating system-level, commercially reasonable delete function on it as long as it does not directly or indirectly thereafter permit or perform any restoration or recovery thereof, whether through forensics, archives, undeletion, or otherwise.

6. LIMITED WARRANTY AND LIMITATION OF LIABILITY

6.1 Limited Warranty of the Licensed Software – HCOR warrants that, for a period of ninety (90) days from the date of Acceptance by Subscriber, the Licensed Software shall conform, as to all substantial operational features, to HCOR's current published specifications when installed and be free from defects that substantially affect system performance. HCOR's sole obligation and liability hereunder shall be to use reasonable efforts to remedy any such functional non-conformance which is reported to HCOR in writing by Subscriber within this warranty period. If HCOR is unable to remedy such non-conformance using reasonable efforts, HCOR shall be entitled to, in its sole discretion, refund to Subscriber the license fees paid by Subscriber to HCOR hereunder and this Agreement shall automatically be terminated.

6.2 SPECIFIC EXCLUSION OF OTHER WARRANTIES – EXCEPT AS SET OUT IN SECTIONS 5.1 AND 6.1, THE LICENSED SOFTWARE IS PROVIDED "AS-IS" AND SUCH REPRESENTATIONS AND WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, AND THERE ARE NO OTHER WARRANTIES, REPRESENTATIONS, CONDITIONS, OR GUARANTEES OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED BY LAW (IN CONTRACT OR TORT) OR CUSTOM, INCLUDING, BUT NOT LIMITED TO THOSE REGARDING MERCHANTABILITY, FITNESS FOR PURPOSE, CORRESPONDENCE TO SAMPLE, TITLE, DESIGN, CONDITION, OR QUALITY, NOR ARE ANY WARRANTIES GRANTED BY HCOR'S LICENSORS. WITHOUT LIMITING THE ABOVE, HCOR AND IT'S LICENSORS DO NOT WARRANT THAT THE OPERATION OF THE LICENSED SOFTWARE SHALL BE FREE FROM INTERRUPTION OR ERRORS WHICH DO NOT ADVERSELY IMPACT THE PRODUCT'S WRITTEN WARRANTED FUNCTIONALITY.

6.3 RESTRICTIONS ON WARRANTY - HCOR SHALL HAVE NO OBLIGATION TO REPAIR OR REPLACE THE PRODUCT (A) DAMAGED BY ACCIDENT OR OTHER EXTERNAL CAUSE; (B) DAMAGED THROUGH THE FAULT OR NEGLIGENCE OF ANY PARTY OTHER THAN HCOR; (C) USED IN OTHER THAN ITS NORMAL AND CUSTOMARY MANNER; (D) SUBJECTED TO MISUSE; (E) SUBJECTED TO MODIFICATIONS BY THE SUBSCRIBER OR BY ANY PARTY OTHER THAN HCOR WITHOUT THE PRIOR WRITTEN CONSENT OF HCOR; OR (F) USED IN A HARDWARE, OPERATING SYSTEM AND SOFTWARE ENVIRONMENT NOT MEETING THE REQUIREMENTS OF THE LICENSED SOFTWARE AS SET OUT IN THE DOCUMENTATION THEREFOR OR THAT HAS NOT BEEN CORRECTLY INSTALLED, PROCURED, CONFIGURED, SUPPORTED, LICENSED AND MAINTAINED.

6.4 NO INDIRECT DAMAGES - IN NO EVENT SHALL HCOR OR ITS LICENSORS BE LIABLE TO SUBSCRIBER OR TO ANY OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES (WHETHER ARISING IN CONTRACT, IN TORT OR OTHERWISE) IN CONNECTION WITH THE LICENSE OF THE LICENSED SOFTWARE OR THIS AGREEMENT, NOR (WITHOUT LIMITING THE GENERALITY OF THE FOREGOING) FOR DAMAGES FOR LOST PROFITS, LOST SAVINGS, LOSS OF OR CORRUPTION OF DATA, LOSS OF CONTRACTS, OR LOSS OF OPERATION TIME, IN EACH CASE EVEN IF CAUSED BY HCOR'S NEGLIGENCE AND EVEN IF HCOR HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

6.5 LIMITS ON LIABILITY – THIS SECTION IS GOVERNED BY SUBSECTION G), INDEMNIFICATION AND LIMITATION OF LIABILITY OF ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT OF THE PROFESSIONAL SERVICES AGREEMENT, OF WHICH THIS LICENSE AGREEMENT IS A PART.

6.6 SEPARATE ENFORCEABILITY - SECTIONS 6.2, 6.3, 6.4 AND 6.5 ARE TO BE CONSTRUED AS SEPARATE PROVISIONS AND SHALL EACH BE INDIVIDUALLY ENFORCEABLE.

7. TERM/ TERMINATION

7.1 Term This license will commence on the Effective Date and continues for the duration of the initial term set forth in the License Details (“**Initial Term**”) unless earlier terminated pursuant to the terms hereof. Thereafter, the parties may agree in a duly executed contract amendment to renew this license for successive periods as specified in the License Details (each, a “**Renewal Term**” and collectively, with the Initial Term, the “**Term**”).

7.2 Termination - This Agreement and the license granted hereby shall terminate in each of the following events;

(a) at the option of either party if the other party becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof; or

(b) at the option of either party if the other party materially defaults in the performance or observance of any of its obligations hereunder and fails to remedy the default within 30 days after receiving written demand therefor;

(c) notwithstanding (b), immediately upon HCOR’s notice to Subscriber if Subscriber breaches sections 3.3, 5.2 or 5.3 hereof; or

(d) without limiting (b), if payment of any applicable license fee is not made when due, provided that HCOR has first given Subscriber not less than thirty (30) days written notice of its intention to rely on this clause, which notice may not be given with respect of any particular invoice for license fees until thirty (30) days following the due date of the particular invoice;

provided that this right of termination shall be in addition to all other rights and remedies available to the parties for default or wrong-doing by the other.

7.3 Suspension of Obligations – Notwithstanding Section 7.2, if Subscriber should default in the performance or observance of any of its obligations hereunder, then, in addition to all other rights and remedies available to HCOR, HCOR may suspend performance and observance of any or all of its obligations under this Agreement, without liability, until Subscriber’s default is remedied.

7.4 Return of the Licensed Software – Without limiting Section 5.3, in the event of termination of this Agreement by either party, (a) the rights granted to Subscriber shall immediately terminate and, (b) Subscriber will immediately cease all use, and return or destroy the Licensed Software and all copies thereof and certify, in writing, to HCOR that Subscriber has done so and complied with Section 5.3.

8. GENERAL

8.1 **Complete Agreement.** This Agreement, including the Exhibits hereto, constitutes the complete and exclusive statement of the agreement between HCOR and the Subscriber with respect to the license of the Licensed Software and supersedes all oral or written proposals, prior agreements and other prior communications between the parties. In the event of a conflict between the terms of this Agreement and the Exhibits hereto, the terms of this Agreement shall prevail. The parties acknowledge that they shall have entered into other agreements concurrently herewith.

8.2 **Force Majeure.** Neither party will be liable for any delay or failure to perform its obligations pursuant to this Agreement if such delay is due to a circumstance beyond the reasonable control of such party which results in such party being unable to observe or perform on time an obligation under this Agreement (including strikes, insurrections, fires, floods, storms, explosions,

earthquakes, acts of God, terrorism, war, outage or malfunction of telecommunications services or the internet, malicious code, power failures or third party regulatory or governmental action) but excluding a lack of credit or an inability to pay as required hereunder (each a “**Force Majeure Event**”), provided that the affected party will notify the other party as soon as practicable in the circumstances and resumes performance of its obligations upon the abatement or ceasing of the Force Majeure Event.

8.3 **Notices.** All notices and requests in connection with this Agreement shall be delivered to the respective parties in writing and shall be deemed to be given on the day following the day such notice is delivered to the receiving party at the address set out above, directed in the case of HCOR to its Executive Vice President and in the case of Subscriber to its IT Director, or their designate.

8.4 **Governing Law.** This Agreement and performance hereunder shall be governed by the laws of the jurisdiction where the Subscriber is situated.

8.5 **Severability.** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable under any applicable statute or rule of law, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

8.6 **Non-Assignment.** Subscriber may not assign its rights, duties or obligations under this Agreement, without the prior written consent of HCOR. Without limiting that, Subscriber’s obligation to pay any fees or charges due hereunder is not assignable.

8.7 **Non-Waiver.** The waiver or failure of either party to exercise, in any respect, any right provided for herein shall not be deemed a waiver of any further right hereunder.

8.8 **Relationship.** The parties acknowledge that each is an independent contractor in a licensor-licensee relationship and nothing herein constitutes a joint venture, partnership, agency or other relationship between the parties and neither party has the right to bind nor act for the other as agent or in any other capacity.

8.9 **Enurement.** All covenants, representations, warranties and agreements of the parties contained herein shall be binding upon and shall enure to the benefit of the parties and their respective successors and permitted assigns.

8.10 **Survival.** Sections 1, 2, 3.2, 3.3, 3.4, 4.2, 4.3, 5.2, 5.3, 6.2, 6.3, 6.4, 6.5, 6.6, 7.4 and 8.8 shall survive termination and expiration of this Agreement.

8.11 **Export Control.** The Licensed Software uses software and technology that may be subject to export controls under applicable laws. Subscriber acknowledges and agrees that the Licensed Software shall not be transferred or otherwise exported or re-exported, except in accordance with all applicable laws regarding the export of controlled technologies.

8.12 **Interlocutory Remedy.** Each party acknowledges that irreparable harm to the other party not compensable by monetary damages would result from its breach of any obligations under Sections 3 and 5. Accordingly, each party agrees that remedies for any such breach may include, in addition to other available remedies and damages, injunctive or other equitable relief from any court of appropriate jurisdiction as a matter of right and without the necessity of establishing the inadequacy of monetary damages. No party will raise the adequacy of monetary damages as a defence to any such application for such injunctive relief.

8.13 **Acceptance and Counterparts.** This Agreement may be executed in counterparts (including by electronic transmission), each of which will constitute an original and all of which taken together will constitute one and the same instrument.

EXHIBIT A

LICENSE DETAILS

1. Description of Licensed Software (sections 1.1, 3.1): Harris Corrections Solutions Inc. Offender360™ Solution with the following modules:

- Booking & Intake
- Property Management
- Mug Shots & Scars/Marks/Tattoos
- Classification/Assessments
- Programs
- Scheduling & Appointments
- Sentencing
- Housing & Bed Management
- Grievances
- Incidents
- Jail Operations - Tier Logs
- Movements
- Release
- Visitation

And,

- North52 – Business Process Activities
Enterprise Subscription

2. Maximum number of Authorized Users (section 2.3):

- Offender360™ - Enterprise Licenses for CCSO (undefined number of concurrent users)
- North52 – Maximum of 6,000 users

3. Payment terms (section 2.7, 4.1). Unless otherwise agreed in writing, Subscriber shall pay license fees as follows:

Software Subscription fees are included in Exhibit 2 - Schedule of Compensation.
Payment terms are defined in the Professional Services Agreement.

4. Term of License (section 7.1):

- Initial Term: [60] months
- Renewal Term: Annual (2 optional 1-year extensions)

EXHIBIT 6

Harris Corrections Solutions, Inc Client Support Addendum

THIS CLIENT SUPPORT AGREEMENT is made as of the 08 day of May 2025 between the party described in the Agreement Details (the “**Client**”) and HARRIS CORRECTIONS SOLUTIONS INC. (“**HCOR**”) having a place of business at 2429 Military Road #300, Niagara Falls, NY 14304.

WHEREAS this Support Agreement is being entered into pursuant to the terms and conditions of the OMS Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual promises contained herein, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Definitions and Exhibits

1.1 Definitions. In this Agreement, terms defined in the OMS Agreement have the same meaning in this Agreement and the following additional terms have the meaning assigned to them as follows:

- (a) “Agreement Details” means the specific terms identified in Exhibit A to this Agreement;
- (b) “Application Package” means the Licensed Software together with the Database;
- (c) “Database” means the Microsoft Power Platform entities, attributes & relationships licensed to the Client for the purpose of using the Licensed Software;
- (d) “Defect” means a failure of the Licensed Software to perform the designed functionality caused by an error in the software;
- (e) “Licensed Software” means the software application programs known as the Offender360™ Solution (together with certain complementary third-party software provided hereunder) that has been licensed for use by the Client; as are more fully described in the Agreement Details;
- (f) “OMS Agreement” means the Offender Management System Agreement described in the Agreement Details, as it may have been amended;
- (g) “Production System” means the computer operating system together with Application Package used by the Client in the live processing of its data;
- (h) “Support” means: (i) responding to inquiries concerning reported Incidents in the Licensed Software and (ii) correcting those problems diagnosed as Defects in the currently supported version of the Licensed Software. In resolving Defects, HCOR may provide a written response, software patch, supplementary documentation, a temporary means of circumventing the problem pending a Support Release or other correctional aids and (iii) minor enhancements to Licensed Software which are less than 12 hours each;
- (i) “Support Release” means the improved releases of the Licensed Software which are generally made available to supported customers. Support Releases may contain modifications, refinements, and enhancements that HCOR elects to incorporate into the Licensed Software (other than modifications unique to the Client) but which are not separately priced or marketed and may include resolutions to known problems.

1.2 Exhibits. The following exhibits, as amended from time to time, form part of, and are incorporated into this Agreement by reference:

<u>Exhibit</u>	<u>Description</u>
A	Agreement Details
B	Service Levels Standards

2. Support Services

2.1 Support Services. HCOR will provide Support to the Client by telephone, e-mail, or Customer Portal during the times specified in the Agreement Details. Unless otherwise specifically provided in this Agreement, services provided under this Agreement are limited to Support of the Licensed Software to the exclusion of the Database or any other third-party software or hardware.

2.2 Service Levels. HCOR will adhere to the service levels and response standards set out in Exhibit B.

2.3 Services Out of Scope. HCOR shall endeavor to assist with all inquiries made to HCOR personnel under this Agreement. However, if the inquiry is not related to a problem with the Licensed Software, HCOR shall be entitled to charge the Client on a time and materials basis (“T&M”) at the rates set out in the Agreement Details. Without limitation, the following services are out of scope and could give rise to T&M charges:

- (a) support services related to interfaces or Database recovery or remedy to failures due to operator errors;
- (b) services required as a result of the failure by the Client to comply with Part 3 of this Agreement;
- (c) training or system consulting.

3. Client Obligations

3.1 General Obligations. Without cost to HCOR, the Client shall provide to HCOR full co-operation and assistance to enable HCOR to provide the Support contemplated hereby. In particular, and without limitation, the Client will:

- (a) establish and maintain an internal support desk whereby all reported incidents would be first diagnosed and confirmed as bona fide Defects before logging a support call to HCOR. Only those individuals listed in the Agreement Details (as amended from time to time) may make support calls to HCOR;
- (b) provide and maintain a separate, functional environment to which HCOR has access that will reflect the Production System and contain at least a representative sample of current offender data where the Client will install all Support Releases, patches and Defect corrections and which will be used by the Client for acceptance testing prior to promotion to the Production System;
- (c) perform all Microsoft Power Platform administration as may be required for the continuing operation, speed and optimal performance of the Application Package that includes backup and recovery, and capacity management;
- (d) supply all pertinent data and information, as requested;
- (e) make available such employees of the Client as HCOR may reasonably request;
- (f) report problems or faults within such time, in such form and with such degree of particularity as HCOR may, from time to time, request.;
- (g) ensure that its personnel are fully trained in the use and operation of the Licensed Software; and
- (h) only use the Licensed Software in accordance with the procedures for the use of the Licensed Software in the manner and for the purpose of which it was originally intended by HCOR as reflected in its design and having regard to the business practices of the Client, both of which are established in system administration training provided by HCOR.

3.2 Production System. HCOR will not have access to the Client's Production System unless, in the event of an emergency or crisis and at the specific request of the Client, the Client provides HCOR with electronic or other access for the purpose of applying a Database or data corruption fix and, in which event, HCOR assumes no liability resulting from such emergency or crisis access except for willful negligence on the part of HCOR.

3.3 Timely Error Correction. The Client understands and agrees that all Defect corrections and Support Releases should be promptly implemented in the Production System and acknowledges that its failure to so implement such Defect corrections and Support Releases may render the Licensed Software unusable or non-conforming to documentation and may result in the need for additional services outside the scope of this Agreement. HCOR will provide Client with recommendations as to which patches are needed for Client's environment. The Client agrees to install and put into production use (i) corrections to Defects within 30 days of delivery by HCOR and (ii) Support Releases within such reasonable time as HCOR may specify.

3.4 Maintain Environment. For all deployment environments (On-premise, Client hosted or Cloud hosted) the Client acknowledges and agrees that maintenance of all computer hardware, communications equipment and/or software, cabling, peripherals and any other hardware equipment necessary for the operation of the Application Package shall be the principal obligation of the Client, or its hosted services provider (as the case may be). HCOR will not be responsible to provide any assistance under this Agreement required as a result of any:

- (a) modification, change or upgrade to any hardware or software (other than any modification, change or upgrade made by HCOR to the Application Package);
- (b) damage to the Application Package by accident or other external cause due to the fault or negligence of any party other than HCOR, or the use by the Client of the Application Package in other than its normal and customary manner; or
- (c) as a result of any modification to the Application made by any party other than HCOR,

even if HCOR has knowledge of the possibility of such potential loss or damage.

4. Fees and Expenses

4.1 Fees: For the Support services provided under this Agreement, the Client shall pay HCOR the fees specified in the OMS Agreement or the Agreement Details. Any other services must be authorized in advance by the Client representative having authority to approve additional expenditures under this Agreement. The names and titles of such authorized parties are listed in the Agreement Details.

4.2 Additional Software: The fees for Support of any additional software licensed from HCOR during the term of this Agreement, including custom modifications, will be identified at the time of licensing and will be added to the amount specified in the Agreement Details.

4.3 Expenses: Unless otherwise specifically provided in the Agreement Details, the Client will reimburse HCOR for all reasonable expenses necessarily and actually incurred by HCOR in providing Support provided that HCOR submits detailed periodic invoices and supporting documentation. If HCOR representatives are required to provide services at locations other than at the premises of HCOR, reasonable expenses also include the travel, accommodation and per diem expenses of such representatives.

4.4 Default of Payment: If the Client fails to pay HCOR as required by this Agreement, in addition to any other remedies that may be available to it, HCOR shall not be required to provide Support services after providing written notice to that effect to the Client.

5. Warranties and Limitation of Liability

5.1 Warranty. HCOR warrants that it shall perform the Support in accordance with the standard of care and diligence normally practiced by software firms performing services of a similar nature and with the performance criteria set forth in Exhibit B.

5.2 Limitations. This section is governed by Subsection g), Indemnification and Limitation of Liability of ARTICLE 3) Duties and Responsibilities of Consultant of the Professional Services Agreement, of which Client Support Addendum is a part.

6. Term and Termination

6.1 Term. The term of this Agreement commences on the date and continues for the period specified in the Agreement Details. Thereafter, this Agreement will be renewed annually by HCOR giving the Client 30-days prior written notice setting out the terms and conditions of the renewal including any changes to fees under this Agreement. HCOR will offer subsequent renewals so long as the Client is not in breach of Part 3 and provided all amounts due to HCOR are paid when due.

6.2 Services after Termination. If, after expiry or termination of this Agreement, the Client requests Support, HCOR may agree to provide Support on a T&M basis.

Agreement Details

1. Description of the Client: Cook County Sheriff's Office
2. Description of the Licensed Software (section 1.1(e)):
Offender360™ - jail management system
North52 – Business Process Activities Enterprise Subscription
3. Description of the OMS Agreement (section 1.1(g)):
Professional Services Agreement, by and between the Cook County Sheriff's Office, State of Illinois and Harris Corrections Solutions Inc., together with any attached agreements and exhibits.
4. Support hours (section 2.1): Support service is for the following periods:
24 hours per day 7 days per week
5. T&M rate (section 2.3): The current T&M rate is \$198.00 per hour.
6. Designated Client support personnel (section 3.1(a)):

Chief Information Officer
Deputy Chief Information Officer
Chief Data Officer
Chief Data Officer designee

7. Support fees (section 4.1):
The Support fees are included in Exhibit 2 – Schedule of Compensation. HCOR will provide level 3 break/fix support, to respond to service requests as defined in this agreement on a fixed fee basis which will be invoiced annually for an unlimited number of support tickets and up to 24 minor enhancement tickets per contract year.

Larger enhancements (over 12 hours) must be submitted for approval through the Project Charter process as described in Exhibit 1 (SOW). Multiple enhancements can be bundled into a single Project Charter to be reviewed and approved as a group.

8. Designated Client signing authorities (section 4.1):

General Counsel
Chief Information Officer
Deputy Chief Information Officer

9. Effective date and term of Agreement (section 6.1):
The term of this support agreement will commence on the effective date of the PSA and continue for 5-years.
The agreement includes two 1-year extensions.

Exhibit B

Service Level Standards

Level	Definition ¹	Response Time	Resolution Time	Resolution
One	The Application Package does not permit use of core functionality (such as booking and Release and/or processing of transactions) on a system wide basis and a bypass or workaround is not available.	HCOR shall respond by telephone or electronic means to the Client within one (1) hour of initial notification to HCOR.	HCOR shall provide its commercial best efforts to affect a resolution within twelve (12) hours of the initial notification.	HCOR shall provide a program correction or program patch to the Client in order to resume operations. HCOR shall treat error correction activity of this nature a highest priority basis, until a program correction or patch is provided.
Two	Significant portions of the Application Package are severely impaired to the extent that major functions are inoperative. Major functions being classified as comparable to whole modules of the application (i.e., Visits, Classification).	HCOR shall respond by telephone or electronic means to the Client within two (2) hours of initial notification to HCOR. If the initial notification was not by telephone or not during HCOR business hours this response time shall start when the notification is received by Support personnel.	HCOR shall provide its commercial best efforts to affect a resolution within seventy-two (72) hours of initial notification to HCOR.	HCOR shall provide the Client with a program correction, program patch or a procedure to bypass or work around the error condition in order to continue operations. If a bypass procedure is utilized, HCOR shall continue error correction activity until a program correction or program patch is provided.
Three	The Application Package is impaired to the extent that some non-critical functions are not operating. Non-critical functions are classified as forms or reports that shape part of a major function but does not impair the major function to be totally inoperative.	HCOR shall respond by telephone or electronic means to the Client within four (4) hours of initial notification to HCOR. If the initial notification was not by telephone or not during HCOR business hours, this response time shall start when the notification is received by Support personnel	HCOR shall provide its commercial best efforts to affect a resolution within thirty (30) days.	HCOR shall provide resolution in the form of, a written response, software patch, supplementary documentation, a temporary means of circumventing the problem pending a Support Release or other correctional aids;
Four	This Severity Level represents cosmetic defects that do not affect the functionality but do affect the general look and feel of the Application Package.	HCOR shall respond to the Client within twenty-four (24) hours of the initial notification to HCOR. If the initial notification was not by telephone or not during HCOR business hours, this response shall start when the notification is received by HCOR personnel.	HCOR shall provide its commercial best efforts to affect a resolution within a Support Release.	HCOR shall provide resolution in the form of, a written response, software patch, supplementary documentation, a temporary means of circumventing the problem pending a Support Release or other correctional aids;

¹ HCOR reserves the right to reclassify a reported Defect in accordance with the Severity Definitions set forth herein. Target Response Time shall not commence until Client has provided HCOR with sufficient information regarding the reported Defect to permit HCOR to begin diagnosing the problem, including, but not limited to, sufficient information to reproduce the reported Defect.

EXHIBIT 7

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 St, 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 8

Board Authorization



Board of Commissioners of Cook County

118 North Clark Street
Chicago, IL

Legislation Details

File #: 25-3235 **Version:** 1 **Name:** Harris Corrections - Offender 360 Jail Management System
Type: Contract (Technology) **Status:** Approved
File created: 6/25/2025 **In control:** Board of Commissioners
On agenda: 7/24/2025 **Final action:** 7/24/2025
Title: PROPOSED CONTRACT (TECHNOLOGY)

Department(s): Cook County Sheriff's Office

Vendor: Harris Corrections Solutions, Inc., Niagara Falls, New York

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

Good(s) or Service(s): Offender 360 Jail Management Solution

Contract Value: Initial Contract Term: \$4,513,780.00; First Renewal Period, \$572,535.00; Second Renewal Period, \$601,162.00

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

Contract Utilization: The Contract Specific goal set on this contract is zero.

Potential Fiscal Year Budget Impact: FY 2025 \$827,867.00, FY 2026 \$1,812,738.00 FY2027 \$478,879.00, FY2028 \$502,817.00, FY2029 \$527,967.00, FY2030 \$363,512.00

Accounts: 11100.1217.15050.540135 - Maintenance and Subscription Services

Contract Number(s): 2517-03110

Concurrence:

BOT abstains from concurring on this procurement, as it is related to the unique operations of a separately elected office.

Summary: The Cook County Sheriff's Office is requesting authorization for the Chief Procurement Officer to enter into and execute a contract with Harris Corrections Solutions, Inc. This contract will provide software enhancement, support and maintenance services for the Cook County Sheriff's Offender 360 Jail Management Solution.

This is a Sole Source Procurement pursuant to Section 34-139 of the Cook County Procurement Code.

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

Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/20/2025

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 Marsh Canada Limited 120 Bremner Blvd., Suite 800 Attn: Canada.Certrequest@marsh.com Toronto, ON, M5J 0A8	CONTACT NAME: — PHONE (A/C, No. Ext): E-MAIL ADDRESS:	FAX (A/C, No):
CN102165922-sndrd-GAWUP-24-25 Harris	INSURER(S) AFFORDING COVERAGE	
INSURED Harris Corrections Solutions Inc. 850 New Burton Road, Suite 201 City of Dover, DE 19904	INSURER A: Federal Insurance Company	
	INSURER B: Great Northern Insurance Company	
	INSURER C: ACE American Insurance Company	
	INSURER D:	
	INSURER E:	
INSURER F:		NAIC #

COVERAGES

CERTIFICATE NUMBER:

HOU-004102682-25

REVISION NUMBER: 25

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			9950-48-39 EUC	09/27/2024	09/27/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			7360-03-97	09/27/2024	09/27/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			9365-24-30	09/27/2024	09/27/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☒ N	N / A	71764342	09/27/2024	09/27/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Tech E&O & Cyber			D01813225	09/27/2024	09/27/2025	Limit SIR - \$5M

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

Re: Developer for Corrections-Specific Management Software; Contract No. 2517-03110

Cook County, its employees, elected officials, agents or representatives are added as Additional Insured as required by written contract with respect to general liability and auto liability. The General Liability and Auto Liability insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions. Contractual Liability is included in General Liability subject to policy terms and conditions.

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
of Marsh USA LLC

Marsh USA LLC

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EXHIBIT 10

Identification of Subcontractor/Supplier/Subconsultant Form

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

OCPO ONLY:	
☐	Disqualification
☐	Check Complete

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

Bid/RFP/RFQ No.: 2517-03110	Date: 6/24/2025
Total Bid or Proposal Amount: \$4,513,780	Contract Title: Offender 360 Jail Management System
Contractor: Harris Corrections Solutions Inc.	Subcontractor/Supplier/ Subconsultant to be N/A added or substitute:
Authorized Contact for Contractor: Justin Davis	Authorized Contact for Subcontractor/Supplier/ N/A Subconsultant:
Email Address (Contractor): justin.davis@harriscomputer.com	Email Address (Subcontractor): N/A
Company Address 2429 Military Road 300 (Contractor):	Company Address N/A (Subcontractor):
City, State and Zip (Contractor): Niagara Falls, NY 14304	City, State and Zip N/A (Subcontractor):
Telephone and Fax (Contractor): +1 352-342-3038	Telephone and Fax N/A (Subcontractor):
Estimated Start and Completion Dates Aug 1, 2025 - Jul 31, 2030 (Contractor):	Estimated Start and Completion Dates N/A (Subcontractor):

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

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
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.**

Harris Corrections Solutions Inc.

Contractor

Justin Davis

Name

Executive Vice President

DocuSigned by:

Justin Davis

Signature

6/24/2025

Date

EXHIBIT 11

Minority and Women Owned Business Enterprise Commitment



Memorandum

Date: July 08, 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 Number: 2517-03110
Offender 360 Jail Management Software
Cook County Sheriff's Office (CCSO)
Contractor: Harris Corrections Solutions, INC. A Division of Harris Computers
Award Amount: \$4,513,780.00
Anticipated Contract Term: August 1, 2025 through July 31, 2030 plus two (2) one (1) year renewal options
Sole Source – Professional Services
Participation Goal: 0% MWBE

Dear Mr. Sarrafian:

The Center of Business Enterprise Development is in receipt of the above-referenced Sole Source contract and has determined a 0% 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.

JC/ma

CC: Colleen Chambers, CCSO
Douglas Maclean, CCSO

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 zero percent 0%).** 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 than 10% above competitive levels; and (d) such other factors as are determined relevant by the Contract Compliance Director or the duly authorized Waiver Committee.
4. If the Contract Compliance Director or the duly authorized Waiver Committee determines that the Bidder or Proposer has not demonstrated sufficient Good Faith Efforts to meet the applicable MBE and WBE goals, the Contract Compliance Director or the duly authorized Waiver Committee may deny a Petition for Reduction/Waiver, declare the Bid or Proposal non-responsive, and recommend rejection of the Bid, Quotation, or Proposal.

IV. CHANGES IN CONSULTANT'S UTILIZATION PLAN

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

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

V. NON-COMPLIANCE

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

VI. REPORTING/RECORD-KEEPING REQUIREMENTS

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

VII. EQUAL EMPLOYMENT OPPORTUNITY

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

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



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.

☐

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: _____

Certifying Agency: _____

Contact Person: _____

Certification Expiration Date: _____

Address: _____

Ethnicity: _____

City/State: _____ Zip: _____

Bid/Proposal/Contract #: _____

Phone: _____ Fax: _____

FEIN #: _____

Email: _____

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

PETITION FOR PARTIAL OR FULL WAIVER – FORM 3

Bidder/Proposer: _____

Contract No./Title: _____

A. BIDDER/PROPOSER HEREBY REQUESTS:

_____ FULL MBE WAIVER	_____ PARTIAL MBE WAIVER
_____ FULL WBE WAIVER	_____ PARTIAL WBE WAIVER
_____ FULL DBE WAIVER	_____ PARTIAL DBE WAIVER

B. REASON FOR PARTIAL/FULL WAIVER REQUEST:

Bidder/Proposer shall check each item applicable to its overall 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.
- _____ (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.
- _____ (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.
- _____ (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms.

GOOD FAITH EFFORT TRANSPARENCY REPORT**C. GOOD FAITH EFFORTS TO OBTAIN PARTICIPATION (attach sheets as necessary as Schedule 1)**

Bidder/Proposer shall explain and detail the following Good Faith Efforts undertaken to meet Cook County's contract specific goals.

1. Please attach to this form a detailed list of any and all PCEs, stating the PCE certification (MBE and/or WBE as defined by the Cook County Municipal Code) and with whom from the contacted PCEs the Bidder/Proposer engaged, contacted, and/or communicated with in the County's Market Place;
Timelines:
 - a. When the Bidder/Proposer knew of the bid;
 - b. When the Bidder/Proposer contacted the PCE(s);
 - c. When the Bidder/Proposer formulated its bid and utilization plan;
and
 - d. When was the bid request due date.
2. The number of timely attempts to contact PCEs providing the type of supplies, equipment, goods, and/or services required for the Procurement, including but not limited to;
 - a. Dates of each contact attempt for each contacted PCE;
 - b. Whom, if anyone, the Bidder/Proposer communicated and/or corresponded (including written, virtual, digital, electronic, and other feasible methods of communication);
 - c. The number of unsuccessful attempts to communicate or correspond with PCEs; and
 - d. Attach copies of all solicitations to contacted PCEs.
3. How the Bidder/Proposer proposed to divide the procurement requirements into small tasks and/or quantities into economically feasible units to promote PCE participation.
4. Whether and to what degree the requesting party will endeavor to maximize indirect participation.
5. Detailed explanation of use, if any, of the Center of Business Enterprise Development Compliance services and staff.
6. Detailed explanation of timely notification and usage of services and assistance provided by community, minority, and/or women business organizations.
7. Attach any other documentation relative to Good Faith Efforts in complying with MBE and WBE participation.

GOOD FAITH EFFORT TRANSPARENCY REPORT

By signing below, I affirm under penalty of perjury the information provided in the Petition for Full or Partial Waiver/Good Faith Effort Transparency Report is truthful, accurate, and complete, to the best of my knowledge and capacity. I agree any finding of false, fraudulent, and/or otherwise misleading information will automatically disqualify the request for a waiver and County's Center of Business Enterprise Development reserves the right to pursue additional actions and/or remedies against the requesting Bidder/Proposer.

Signature and Title of Bidder/Proposer	Title	Date
--	-------	------

Cook County MBE/WBE Non-Construction Certification Reciprocal Affidavit

Firm Name _____

Address _____ City _____

County _____ State _____ Zip _____

Phone (____) _____ Email _____

I _____,
(Authorized Representative) (Print Title)

of _____ do hereby affirm:
(Name of Firm)

- 1) _____ is a Minority and/or Women Business Enterprise currently
(Name of Firm)
certified by the City of Chicago as: ☐ Black- ☐ Hispanic- ☐ Asian- ☐ Woman-owned business.
- 2) With respect to _____, the personal net worth of the qualifying
(Name of Firm)
(51%) individual(s) does not exceed \$2,767,082.23, excluding the individual's ownership interest in the M/WBE firm and the equity of the owner's primary residence, and otherwise meets the requirements of Chapter 34, Article IV of the Cook County Procurement Code. (As per Section 34-263 of the Cook County Procurement Code, an individual's personal net worth includes only his or her own Share of assets held jointly or as community/marital property with the individual's spouse.)
- 3) The average annual gross receipts of _____,
(Name of Firm)
as derived from tax filings over the five most recent years, does not exceed the Small Business Size Standards published by the U.S. Small Business Administration found in Title 13, Code of Federal Regulations, Part 121.
(<http://www.sba.gov/content/small-business-size-standards>)

Upon penalty of perjury, I _____ affirm that, to the best of my knowledge
(Authorized Representative)
and belief, the information herein is true and accurate.

Signature _____ Title _____ Date _____

Subscribed and sworn to before me this _____ day of _____ / _____
(Month) (Year)

(Notary's Signature) Notary's Seal

My Commission Expires _____

EXHIBIT 12

Economic Disclosure Statement

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

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1– 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 – 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15
6	Cook County Signature Page	EDS 16

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 subparagraphs (1) through (6) above.

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

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE APPLICANT HEREBY CERTIFIES THAT: In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

C. DRUG FREE WORKPLACE ACT

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

D. DELINQUENCY IN PAYMENT OF TAXES

THE APPLICANT HEREBY CERTIFIES THAT: *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, 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 States 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
None.	

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:

- 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): N/A

(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:

N/A

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing. **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 Harris Corrections Solutions Inc.

D/B/A: _____ FEIN # Only: 35-2749101

Street Address: 2429 Military Road 300

City: Niagara Falls State: NY Zip Code: 14304

Phone No.: +1 352-342-3038 Fax Number: _____ Email: justin.davis@harriscomputer.com

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

Corporate File Number (if applicable): _____

Form of Legal Entity:

☐ Sole Proprietor ☐ Partnership ☒ Corporation ☐ Trustee of Land Trust

☐ Business Trust ☐ Estate ☐ Association ☐ Joint Venture

☐ Other (describe) _____

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
Constellation Software Inc./20 Adelaide Street East,Suite 1200,Toronto, Ontario M5C 2T6		
Percentage Interest in Applicant/Holder: 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
None, 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
Constellation Software Inc./20 Adelaide Street East,Suite 1200,Toronto, Ontario M5C 2T6			
Percentage of Beneficial Interest: 100% / Relationship: Parent Company			

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
Jean Soucy - 400-1 Antares Drive, Ottawa, Ontario K2E 8C4 - CEO - Perpetual			
Todd Richardson - 400-1 Antares Drive, Ottawa, Ontario K2E 8C4 - CFO & Sec/Treasurer - Perpetual			
Justin Davis - 400-1 Antares Drive, Ottawa, Ontario K2E 8C4 - Executive Vice President - Perpetual			

Declaration (check the applicable box):

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Jean Soucy

CEO

Signed by: _____ ized Applicant/Holder Representative (please print or type)

Title

6/24/2025

Date

514-942-4209

Phone Number

JSoucy@harriscomputer.com

E-mail address

Subscribed to and sworn before me
this _____ day of _____, 20__.

My commission expires:

X _____
Notary Public Signature

Notary Seal

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 Constellation Software Inc.

D/B/A: _____ FEIN # Only: N/A

Street Address: 20 Adelaide Street, Suite 1200

City: Toronto State: Ontario Zip Code: M5C 2T6

Phone No.: 416-861-2279 Fax Number: 416-861-2287 Email: jbaksh@csissoftware.com

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

Corporate File Number (if applicable): _____

Form of Legal Entity:

☐ Sole Proprietor ☐ Partnership ☒ Corporation ☐ Trustee of Land Trust

☐ Business Trust ☐ Estate ☐ Association ☐ Joint Venture

☐ Other (describe) _____

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
------	---------	---

None.

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
-----------------------	-------------------	---------------------

None, 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
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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
------	---------	--	----------------

See Exhibit A attached.

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.

EXHIBIT A

This Exhibit A, attached to the Cook County Disclosure of Ownership Interest Statement, is in response to part 3 of the Statement (Corporate Officers, Members and Partners Information).

Corporate Officer Information for CONSTELLATION SOFTWARE INC.

Name	Address	Title	Term of Office
Mark Leonard	20 Adelaide Street East Suite 1200, Toronto, Ontario M5C 2T6	President	until replacement named
Jamal Baksh	20 Adelaide Street East Suite 1200, Toronto, Ontario M5C 2T6	Chief Financial Officer	until replacement named
Mark Miller	20 Adelaide Street East Suite 1200, Toronto, Ontario M5C 2T6	Director, Chief Operating Officer	until replacement named
Bernard Anzarouth	20 Adelaide Street East Suite 1200, Toronto, Ontario M5C 2T6	Chief Investment Officer	until replacement named
Farley Noble	20 Adelaide Street East Suite 1200, Toronto, Ontario M5C 2T6	Senior Vice President, Large Acquisition Group	until replacement named

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Jamal Baksh

CFO

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

DocuSigned by:

Jamal Bakshi

5BFD075D5BB5438...

jbaksh@csisoftware.com

E-mail address

Title

6/24/2025

Date

416-861-9677

Phone Number

Subscribed to and sworn before me
this _____ day of _____, 20__.

My commission expires:

X

Notary Public Signature

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
☐ Halfbrother
☐ Halfsister

**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: Harris Corrections Solutions Inc.

Address of Person Doing Business with the County: 2429 Military Road 300, Niagara Falls, NY 14304

Phone number of Person Doing Business with the County: +1 352-342-3038

Email address of Person Doing Business with the County: justin.davis@harriscomputer.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:

Justin Davis, Executive Vice President, 2429 Military Road 300, Niagara Falls, NY 14304

justin.davis@harriscomputer.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: 2517-03110

The aggregate dollar value of the business you are doing or seeking to do with the County: \$4,513,780

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			

CONTRACT #: 2517-03110

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*
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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*
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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

Signed by:

that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

6/24/2025

Date

E797AAFC90C34F7...
Signature of Recipient

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: 2517-03110
County Using Agency (requesting Procurement): Sheriff's Office

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Harris Corrections Solutions Inc.
Substantial Owner Complete Name: Constellation Software Inc.
FEIN# 35-2749101

E-mail address: justin.davis@harriscomputer.com

Street Address: 2429 Military Road #300
City: Niagara Falls State: NY Zip: 14304

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

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: 2517-03110

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

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Constellation Software Inc.

Substantial Owner Complete Name: N/A

FEIN# N/A

E-mail address: jbaksh@csisoftware.com

Street Address: 20 Adelaide Street, Suite 1200, Toronto, Ontario, Canada

City: Toronto State: Ontario Zip: MSC 2T6

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

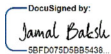
If Person/Substantial Owner answered “Yes” to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

- 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: 6/24/2025

Name of Person signing (Print): Jamal Baksh Title: CFO

Subscribed and sworn to before me this _____ day of _____, 20_____

X _____
Notary Public Signature Notary Seal

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

SECTION 5

CONTRACT AND EDS EXECUTION PAGE

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

Harris Corrections Solutions Inc.

Corporation's Name

+1 514-942-4209

Telephone

Signed by:

Todd Richardson

1DA0B8189CE94EC...

Signed by:

E797A AFC90C34F7...

Printed Name and Signature

jsoucy@harriscomputer.com

Email

6/25/2025 6/24/2025

Date

Execution by LLC

LLC Name

*Member/Manager Printed Name and Signature

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

_____ day of _____, 20____.

My commission expires:

Notary Public Signature

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.

Time	User	Action	Activity	Status
6/24/2025 01:57:46 pm	Justin Davis	Registered	The envelope was created by Justin Davis	Created
6/24/2025 02:04:51 pm	Justin Davis	Sent Invitations	Justin Davis sent an invitation to Jean Soucy [jsoucy@harriscomputer.com]	Sent
6/24/2025 04:48:31 pm	Jean Soucy	Opened	Jean Soucy opened the envelope [documents:(Contract 2517-03181 - EDS Form - Harris Corrections Solution Inc.pdf)]	Sent
6/24/2025 04:48:35 pm	Jean Soucy	Opened	Jean Soucy opened the envelope [documents:(Contract 2517-03181 - EDS Form - Harris Corrections Solution Inc.pdf)]	Sent
6/24/2025 04:48:42 pm	Jean Soucy	Viewed	Jean Soucy viewed the envelope [documents:(Contract 2517-03181 - EDS Form - Harris Corrections Solution Inc.pdf)]	Sent
6/24/2025 04:48:48 pm	Jean Soucy	Viewed	Jean Soucy viewed the envelope [documents:(Contract 2517-03181 - EDS Form - Harris Corrections Solution Inc.pdf)]	Sent
6/24/2025 04:49:17 pm	Jean Soucy	Signed	Jean Soucy signed the envelope	Sent
6/24/2025 04:49:27 pm	Justin Davis	Printable Copy Attached to Email	Justin Davis was sent the document (Contract 2517-03181 - EDS Form - Harris Corrections Solution Inc.pdf) attached to the completed email	Completed
6/24/2025 04:49:28 pm	Jean Soucy	Printable Copy Attached to Email	Jean Soucy was sent the document (Contract 2517-03181 - EDS Form - Harris Corrections Solution Inc.pdf) attached to the completed email	Completed
6/24/2025 04:49:28 pm	Paz Carpi	Printable Copy Attached to Email	Paz Carpi was sent the document (Contract 2517-03181 - EDS Form - Harris Corrections Solution Inc.pdf) attached to the completed email	Completed

Language	IP	Source
English (us)	70.185.117.103	api
English (us)	70.185.117.103	api
English (us)	173.178.21.31	web
English	34.231.156.156	web
En	173.178.21.31	web
En	34.231.156.156	web
En	173.178.21.31	web
En	173.178.21.31	web
En	173.178.21.31	web
En	173.178.21.31	web

Time	User	Action	Activity	Status
6/24/2025 04:49:29 pm	Carrie Young	Printable Copy Attached to Email	Carrie Young was sent the document (Contract 2517-03181 - EDS Form - Harris Corrections Solution Inc.pdf) attached to the completed email	Completed
6/24/2025 04:49:50 pm	Jean Soucy	Opened	Jean Soucy opened the envelope [documents:(Contract 2517-03181 - EDS Form - Harris Corrections Solution Inc.pdf)]	Completed
6/24/2025 04:49:59 pm	Jean Soucy	Viewed	Jean Soucy viewed the envelope [documents:(Contract 2517-03181 - EDS Form - Harris Corrections Solution Inc.pdf)]	Completed
6/24/2025 06:34:16 pm	Jean Soucy	Opened	Jean Soucy opened the envelope [documents:(Contract 2517-03181 - EDS Form - Harris Corrections Solution Inc.pdf)]	Completed
6/24/2025 06:34:44 pm	Jean Soucy	Viewed	Jean Soucy viewed the envelope [documents:(Contract 2517-03181 - EDS Form - Harris Corrections Solution Inc.pdf)]	Completed
6/25/2025 09:03:29 am	Carrie Young	Opened	Carrie Young opened the envelope [documents:(Contract 2517-03181 - EDS Form - Harris Corrections Solution Inc.pdf)]	Completed
6/25/2025 09:03:31 am	Carrie Young	Opened	Carrie Young opened the envelope [documents:(Contract 2517-03181 - EDS Form - Harris Corrections Solution Inc.pdf)]	Completed
6/25/2025 09:03:33 am	Carrie Young	Viewed	Carrie Young viewed the envelope [documents:(Contract 2517-03181 - EDS Form - Harris Corrections Solution Inc.pdf)]	Completed
7/24/2025 11:44:40 am	Justin Davis	Forwarded To	Justin Davis forwarded to envelope f84c9a88-582e-446e-a374-7eb10694046c	Completed
7/24/2025 11:45:30 am	Justin Davis	Printable Copy Delivered	Justin Davis received a printable copy of the envelope	Completed

Language	IP	Source
En	173.178.21.31	web
English (us)	4.204.72.72	web
En	4.204.72.72	web
English (us)	108.62.3.3	web
En	108.62.3.3	web
English (us)	68.37.161.70	web
English	54.80.70.113	web
En	68.37.161.70	web
English (us)	24.250.176.110	api
English (us)	24.250.176.110	api

Time	User	Action	Activity	Status
6/24/2025 01:42:14 pm	Justin Davis	Registered	The envelope was created by Justin Davis	Created
6/24/2025 01:50:07 pm	Justin Davis	Auto Tagging	Justin Davis used auto tagging to add fields	Created
6/24/2025 01:51:24 pm	Justin Davis	Sent Invitations	Justin Davis sent an invitation to Justin Davis [justin@goeis.net]	Sent
6/24/2025 01:51:24 pm	Justin Davis	Sent Invitations	Justin Davis sent an invitation to Jamal Baksh [jbaksh@csisoftware.com]	Sent
6/24/2025 02:08:12 pm	Justin Davis	Opened	Justin Davis opened the envelope [documents:(Contract 2517-03181 - EDS 5, 6-8, 13-14 - CSI (Jamal Baksh).pdf)]	Sent
6/24/2025 02:08:15 pm	Justin Davis	Viewed	Justin Davis viewed the envelope [documents:(Contract 2517-03181 - EDS 5, 6-8, 13-14 - CSI (Jamal Baksh).pdf)]	Sent
6/24/2025 02:08:24 pm	Justin Davis	Opened	Justin Davis opened the envelope [documents:(Contract 2517-03181 - EDS 5, 6-8, 13-14 - CSI (Jamal Baksh).pdf)]	Sent
6/24/2025 02:08:44 pm	Justin Davis	Opened	Justin Davis opened the envelope [documents:(Contract 2517-03181 - EDS 5, 6-8, 13-14 - CSI (Jamal Baksh).pdf)]	Sent
6/24/2025 02:08:54 pm	Justin Davis	Opened	Justin Davis opened the envelope [documents:(Contract 2517-03181 - EDS 5, 6-8, 13-14 - CSI (Jamal Baksh).pdf)]	Sent
6/24/2025 02:09:02 pm	Justin Davis	Viewed	Justin Davis viewed the envelope [documents:(Contract 2517-03181 - EDS 5, 6-8, 13-14 - CSI (Jamal Baksh).pdf)]	Sent

Language	IP	Source
English (us)	70.185.117.103	api
English (us)	70.185.117.103	api
English (us)	70.185.117.103	api
English (us)	70.185.117.103	api
English (us)	70.185.117.103	web
En	70.185.117.103	web
English	35.153.146.17	web
English (us)	4.204.72.56	web
English (us)	108.62.52.43	web
En	4.204.72.56	web

Time	User	Action	Activity	Status
6/24/2025 02:09:22 pm	Justin Davis	Viewed	Justin Davis viewed the envelope [documents:(Contract 2517-03181 - EDS 5, 6-8, 13-14 - CSI (Jamal Baksh).pdf)]	Sent
6/24/2025 03:34:31 pm	Jamal Baksh	Opened	Jamal Baksh opened the envelope [documents:(Contract 2517-03181 - EDS 5, 6-8, 13-14 - CSI (Jamal Baksh).pdf)]	Sent
6/24/2025 03:34:43 pm	Jamal Baksh	Viewed	Jamal Baksh viewed the envelope [documents:(Contract 2517-03181 - EDS 5, 6-8, 13-14 - CSI (Jamal Baksh).pdf)]	Sent
6/24/2025 03:34:58 pm	Jamal Baksh	Signed	Jamal Baksh signed the envelope	Sent
6/24/2025 03:35:00 pm	Justin Davis	Printable Copy Attached to Email	Justin Davis was sent the document (Contract 2517-03181 - EDS 5, 6-8, 13-14 - CSI (Jamal Baksh).pdf) attached to the completed email	Completed
6/24/2025 03:35:01 pm	Jamal Baksh	Printable Copy Attached to Email	Jamal Baksh was sent the document (Contract 2517-03181 - EDS 5, 6-8, 13-14 - CSI (Jamal Baksh).pdf) attached to the completed email	Completed
6/24/2025 03:35:01 pm	Carrie Young	Printable Copy Attached to Email	Carrie Young was sent the document (Contract 2517-03181 - EDS 5, 6-8, 13-14 - CSI (Jamal Baksh).pdf) attached to the completed email	Completed
6/24/2025 03:35:02 pm	Paz Carpi	Printable Copy Attached to Email	Paz Carpi was sent the document (Contract 2517-03181 - EDS 5, 6-8, 13-14 - CSI (Jamal Baksh).pdf) attached to the completed email	Completed
6/24/2025 03:36:24 pm	Jamal Baksh	Opened	Jamal Baksh opened the envelope [documents:(Contract 2517-03181 - EDS 5, 6-8, 13-14 - CSI (Jamal Baksh).pdf)]	Completed
6/25/2025 08:06:58 am	Paz Carpi	Opened	Paz Carpi opened the envelope [documents:(Contract 2517-03181 - EDS 5, 6-8, 13-14 - CSI (Jamal Baksh).pdf)]	Completed

Language	IP	Source
En	108.62.52.43	web
English (us)	99.241.235.66	web
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En	99.241.235.66	web
En	99.241.235.66	web
En	99.241.235.66	web
En	99.241.235.66	web
English	3.89.205.183	web
English (us)	170.231.36.21	web

Time	User	Action	Activity	Status
6/25/2025 08:07:03 am	Paz Carpi	Viewed	Paz Carpi viewed the envelope [documents:(Contract 2517-03181 - EDS 5, 6-8, 13-14 - CSI (Jamal Baksh).pdf)]	Completed
6/25/2025 08:07:07 am	Paz Carpi	Opened	Paz Carpi opened the envelope [documents:(Contract 2517-03181 - EDS 5, 6-8, 13-14 - CSI (Jamal Baksh).pdf)]	Completed
6/25/2025 08:07:10 am	Paz Carpi	Opened	Paz Carpi opened the envelope [documents:(Contract 2517-03181 - EDS 5, 6-8, 13-14 - CSI (Jamal Baksh).pdf)]	Completed
6/25/2025 08:07:12 am	Paz Carpi	Viewed	Paz Carpi viewed the envelope [documents:(Contract 2517-03181 - EDS 5, 6-8, 13-14 - CSI (Jamal Baksh).pdf)]	Completed
6/25/2025 08:07:14 am	Paz Carpi	Viewed	Paz Carpi viewed the envelope [documents:(Contract 2517-03181 - EDS 5, 6-8, 13-14 - CSI (Jamal Baksh).pdf)]	Completed
6/25/2025 09:39:04 am	Carrie Young	Opened	Carrie Young opened the envelope [documents:(Contract 2517-03181 - EDS 5, 6-8, 13-14 - CSI (Jamal Baksh).pdf)]	Completed
6/25/2025 09:39:07 am	Carrie Young	Viewed	Carrie Young viewed the envelope [documents:(Contract 2517-03181 - EDS 5, 6-8, 13-14 - CSI (Jamal Baksh).pdf)]	Completed
6/25/2025 09:39:10 am	Carrie Young	Opened	Carrie Young opened the envelope [documents:(Contract 2517-03181 - EDS 5, 6-8, 13-14 - CSI (Jamal Baksh).pdf)]	Completed
6/25/2025 09:39:16 am	Carrie Young	Viewed	Carrie Young viewed the envelope [documents:(Contract 2517-03181 - EDS 5, 6-8, 13-14 - CSI (Jamal Baksh).pdf)]	Completed
7/24/2025 11:45:41 am	Justin Davis	Printable Copy Delivered	Justin Davis received a printable copy of the envelope	Completed

Language	IP	Source
En	170.231.36.21	web
English	44.217.99.28	web
English (us)	170.231.36.21	web
En	44.217.99.28	web
En	170.231.36.21	web
English (us)	68.37.161.70	web
En	68.37.161.70	web
English	18.204.162.170	web
En	18.204.162.170	web
English (us)	24.250.176.110	api

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: 2025.08.29 11:47:31
-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 21, 2025

Date

CONTRACT TERM & AMOUNT

2517-03110

Contract #

8/1/2025 - 7/31/2030

two (2), one-year

Original Contract Term

Renewal Options (If Applicable)

\$4,513,780.00

Contract Amount

July 24, 2025

Cook County Board Approval Date (If Applicable)

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS
JUL 24 2025

COM _____