

AMENDMENT NO. 5

This Amendment modifies Contract No. 11-53-051, for Enterprise Time and Attendance System Solution by and between the County of Cook, Illinois, herein referred to as "County" and Workforce Software, LLC, authorized to do business in the State of Illinois, hereinafter referred to as "Contractor":

RECITALS

Whereas, the County and Contractor have entered into a Contract approved by the County Board on December 4, 2013, (hereinafter referred to as the "Contract"), wherein the Contractor is to provide Enterprise Time and Attendance System Solution, hereinafter referred to as the "Services", from December 31, 2013 through December 30, 2016 with two (2) two-year renewal options, in an amount not to exceed \$7,925,590.00; and

Whereas, Amendment No. 1 was executed by the Chief Procurement Officer on December 24, 2015 to modify the Compensation Schedule to omit references purchasing the EmpCenter 2200 time clocks and paying for hardware maintenance and support, and replace with rental of EmpCenter 4000 time clocks; and

Whereas, Amendment No. 2 was approved by the County Board on February 10, 2016 to increase the contract by \$786,812.44; and

Whereas, Amendment No. 3 was approved by the County Board on August 3, 2016 to increase the contract by \$959,138.00; and

Whereas, Amendment No. 4 was approved by the County Board on December 14, 2016 to increase the contract by \$3,381,598.00; and renew the contract to December 30, 2018; and

Whereas, the County and Contractor desire to renew the Contract for two (2) years, beginning on December 31, 2018 through December 30, 2020; and

Whereas, an increase in the amount of \$3,126,928.00 is required for the continuation of Services as reflected in Attachment B – Exhibit 6C, Renewal Compensation Schedule;


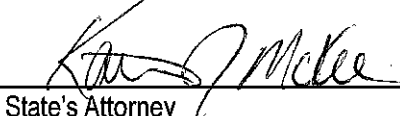
Whereas, the County desires to extend the WorkForce Time and Attendance SaaS subscription, Clock Rental, receive additional Application Support Managed Services, and allow for Rental Clock buyout purchase;

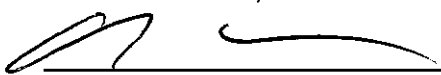
Now therefore, in consideration of mutual covenants contained herein, it is agreed by and between the parties to amend the Contract as follows:

1. The Contract is renewed through December 30, 2020.
2. The Contract amount is hereby increased by \$3,126,928.00 and the Total Contract Amount is revised to \$16,180,066.44.
3. Attachment A – Exhibit 3A WorkForce SaaS Services, amends and is incorporated and made a part of this Contract.

4. Attachment B – Exhibit 6C Renewal Compensation Schedule, amends and is incorporated and made a part of this Contract.
5. Attachment C – Attachment 1 to Exhibit 4A, amends and is incorporated and made a part of this Contract.
6. The following language shall be added to the Hardware Software Rental Schedule – Exhibit 6A:
 8. County acknowledges that the use of the Equipment may entail the gathering and storage of biometric information. County shall: (i) collect, store, and protect such biometric information pursuant to applicable law; and (ii) provide all necessary disclosures and obtain the requisite consents and releases for itself and Contractor from all third parties that will utilize such biometric technology; and (iii) shall erase any biometric information from Equipment, to the extent possible through a Factory Reset function within the Equipment to be provided by WorkForce through the agreed upon Application Managed Service processes, prior to sending such Equipment to Contractor for any reason.”
7. Attachment D - Identification of Sub-Contractors/Suppliers/Sub-Consultants Form, MBE/WBE Utilization Plan, and Economic Disclosures Statement forms are incorporated and made a part of this Contract.
8. All other terms and conditions remain as stated in the Contract.

In witness whereof, the County and Contractor have caused this Amendment No. 5 to be executed on the date and year last written below.

County of Cook, Illinois
By: 
Chief Procurement Officer
Date: 11.20.18
By: 
State's Attorney
Date: 10/30/18

Workforce Software, LLC

Signed
Bob Feller
Type or print name
Chief Financial Officer
Title
Date: October 15, 2018

ATTACHMENT A

EXHIBIT 3A WORKFORCE SAAS SERVICES

Exhibit 3A
WORKFORCE SOFTWARE SAAS SERVICES SCHEDULE

This schedule ("Schedule") is made a part of the Professional Services Agreement dated December 4, 2013 (the "Agreement") between WorkForce Software, LLC ("WFS") and the "Customer" as defined herein.

Customer: County of Cook
 Address: 118 N. Clark Street
 Chicago, IL 60602

Schedule Effective Date: 12/31/2018
 Commencement Date: 1/1/2019
 Service Term: 2 years from Commencement Date

Product Line	Service/Item Ordered	Description	Quantity	Customer Discounted Unit Price	Extended Amount Payment Terms
WT&A	SaaS Bundles 1. WorkForce Time	Base Time and Attendance – Timesheets, Basic Schedules, Absences, Calculations, Attendance Point Tracking and Alert Manager, Period Processing, Accruals, Employee Self Service, Activity Based Costing, Multiple Assignments, Public Sector Policy Templates, Data Collection Terminal Server, Interface Connect	22,000	\$1.393 PEPM	Minimum Amount Due: 22,000 X \$1.393 = \$30,646 X12 = \$367,752 367,752/2 = 183,876 Payments are due bi-annually in advance, with the first payment invoiced on the Commencement Date. SaaS fee payment schedule is as follows unless Customer opts for reduction in Year 2: - Year 6 - \$183,876 invoiced on 1/1/19 - Year 6 - \$183,876 invoiced on 7/1/19 - Year 7 - \$183,876 invoiced on 1/1/20 - Year 7 - \$183,876 invoiced on 7/1/20 Total payments = \$735,504.00 Overage fee is \$1.50 per employee per month
WT&A	2. WorkForce	Base Application - Leave			

WORKFORCE SOFTWARE SAAS SERVICES SCHEDULE

	Absence Compliance Tracker	Determination, Active case Management, Policy Compliance, Leave Regulation Update Service (United States and Canada), Employee Self Service, Leave Regulation Update Service (2-5 States)				for active employees in the Production Environment based on peak monthly usage
WT&A	3. WorkForce Analytics	Analytics tool for WorkForce Time and Attendance with sample universe				Overage Fees will be calculated for additional Active Employees in the Production Environment. WFS will invoice Customer monthly in arrears for each additional Active Employee over 22,000
WT&A	4. Report Authoring Tool	5 Named User Reporting and Authoring licenses included in fees				The above Fee Per Employee Per Month and Overage Fee are valid through December 31, 2020
	Environment / Setup / Miscellaneous Fees					
WT&A	5. Production Environment	One (1) Production Environment	1	N/C	\$0	No additional charge – included in fees above
WT&A	6. Test Environment	One (1) Test Environment – may not be used for live or production use	1	N/C	\$0	No additional charge – included in fees above
WT&A	7. Development Environment	One (1) Development Environment – may not be used for live or production use	1	N/C	\$0	No additional charge – included in fees above
WT&A	8. Training Environment	One (1) Training Environment – may not be used for live or production use	1	N/C	\$0	No additional charge – included in fees above
WT&A	9. Environment Refreshes	Duplicate data between any environments.	10 per year	N/C	\$0	No charge for the first 10 duplications each year.

WORKFORCE SOFTWARE SAAS SERVICES SCHEDULE

WT&A	10. VPN	A private VPN will be setup between WorkForce and Customer (to WorkForce's primary hosting facility and to WorkForce's secondary facility). The VPN is to be used for private file transfer, badge readers, data exchange to/from Customer's Related Systems, administrative access, report writing, and/or authentication.	1 VPN	N/C	\$0	Each additional Environment Refresh will be performed for a fee of \$1,850 No additional charge – included in fees above Includes up to 10 hours of assistance and guidance regarding VPN setup issues.
WT&A	11. Software License Purchase	Purchase of a perpetual license for Customer to host in-house or by a 3 rd party other than WorkForce. This license would grant perpetual use of the Time and Attendance Bundle identified in this schedule		N/C	\$0	Customer is given the right to purchase a perpetual license for the Time and Attendance Bundle identified in this Schedule from WorkForce under a separately negotiated License and Support Agreement and Schedule for a one-time license fee of \$597,000. In addition to the license fee, Customer may purchase a separate Support Plan for 20% of the license fee of \$597,000. In addition to the license fee, Customer may purchase a separate Support Plan for 20% of the license fee charged annually. Customer will self-host or have a 3 rd party other than WorkForce host this software and none of the SaaS Services provisions in the PSA would apply. This pricing is valid for 6 months from the Schedule Effective Date. After this day, WorkForce will provide a 40% discount on a

WORKFORCE SOFTWARE SAAS SERVICES SCHEDULE

12. Support Plan	Gold Support, includes unlimited telephone and web support	1	N/C	\$0	software purchase based upon the then current software cost.
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Definitions

PM = Per Month | PEPY = Per Employee Per Year | PIPY = Per Item Per Year | PNUPY = Per Named User Per Year | PMIN = Per Minute
 PSEC = Per Second

Definitions and Restrictions The definitions and terms below govern the quantity and usage of the Application Software.

- 1) Applications and extensions are licensed by Active Employee unless specified otherwise. "Active Employee" means an employee, leased employee, contractor or sub-contractor, or equipment that has employee records that are being processed on a recurring or regular basis with the Application Software.
- 2) The WorkForce Time System (formerly EmpCenter Time and Attendance Base Application) includes five (5) Named Users license to the Report Authoring Seat at no additional charge. "Named User" is an individual authorized by Customer to use the Application Software module regardless of whether the individual is actively using the program at any given time. The Report Authoring Seat and associated ability to view reports may only be used if the reports created or viewed contain data generated by the Application Software.
- 3) Although Workforce may provide access to Customer to modules other than those licensed, Customer may use only the modules of the Application Software specified in this Attachment
- 4) With 60 days written notice, the Customer has the option to reduce the employee count by up to 10% in Year 2.

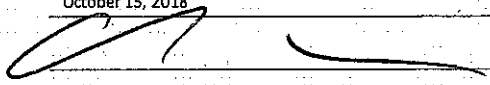
WORKFORCE SOFTWARE SAAS SERVICES SCHEDULE

All capitalized terms used in this Schedule have the meanings set forth herein or as specified in the Agreement. Execution of this Schedule represents the acceptance by Customer and WFS of all terms set forth herein. Except as expressly set forth or modified herein, all terms of the Agreement shall remain in full force and effect. In the event of any conflict between the terms of this Schedule and of the Agreement, the terms of the Agreement shall control.

County of Cook

Date: _____
Signature: _____
Printed Name: _____
Title: _____

WORKFORCE SOFTWARE, LLC

Date: October 15, 2018
Signature: 
Printed Name: Bob Feller
Title: Chief Financial Officer

ATTACHMENT B

EXHIBIT 6C RENEWAL COMPENSATION SCHEDULE

Exhibit 6C

RENEWAL COMPENSATION SCHEDULE (Dec 30, 2018 - Dec 31, 2020)

This schedule ("Schedule") is made part of the Professional Services Agreement (the "Agreement"), effective December 4, 2013, by and between WorkForce Software, LLC ("Contractor") and the County of Cook ("County").

Under Exhibit 2 of the Agreement, the County has the right to acquire data collection equipment, badges, and related accessories and products (collectively the "Hardware").

This Exhibit sets forth the WorkForce Time (formerly EmpCenter Time) SaaS Subscription renewal fees for the years 6 and 7 of the Agreement, the fees associated with the Hardware, and Application Support Managed Services all as set forth below.

County shall have the right to use, with the ability to acquire the following quantities of data collection equipment (collectively the "Data Collection Terminal Hardware" or "DCT" or the "Equipment") from the Contractor for the period indicated in this Exhibit.

Cost Summary – Amendment #5

Item	Payment	Payment Due
WorkForce Time SaaS Subscription – Year 6	\$183,876	January 1, 2019
WorkForce Time SaaS Subscription – Year 6	\$183,876	July 1, 2019
WorkForce Time SaaS Subscription – Year 7	\$183,876	January 1, 2020
WorkForce Time SaaS Subscription – Year 7	\$183,876	July 1, 2020
WorkForce Time 4000 Time Clocks – Rental of 644 clocks at \$498/year – Year 6	\$320,712	January 1, 2019
WorkForce Time 4000 Time Clocks – Rental of 644 clocks at \$498/year – Year 7	\$320,712	January 1, 2020
Application Support Manage Services – Year 6	\$750,000	Twelve (12) equal monthly payments of \$62,500
Application Support Manage Services – Year 7*	\$750,000	Twelve (12) equal monthly payments of \$62,500
Clock Buyout Contingency**	\$ 250,000	At County's discretion
TOTAL	\$3,126,928	

* With 60 days written notice, County has the option, but not the obligation to reduce the Application Managed Support to a 1.75 FTE minimum in Year 7, and if elected, monthly fees would be reduced on a prorata basis from Year 6 which has a minimum of 2.00 FTEs.

**The Contingency identified above shall only be released with County approval, at the County's sole discretion pursuant to prior agreement terms, or signed WFS order form

Premium Support for the Equipment for the term of this Schedule is included in the annual payment	
PURCHASE OPTION: At the end of the 5 year beginning 12/31/2015, County may purchase to own, on a separate hardware purchase schedule, any or all of the Clock Rental Equipment units for a one-time purchase fee of \$377 per unit, return the functioning Equipment to WorkForce at the end of the rental term, or enter into a new clock rental agreement with WorkForce. In addition, County may order Premium Support for \$148 per year per unit for purchased clocks, invoiced in advance of support period purchased.	

NOTES AND INSTRUCTIONS

1. Contractor shall acquire the Data Collection Terminal Hardwar (the "Equipment") listed above, for the fees and length of the time specified in Contract No. 11-53-051
2. County shall not alter the Equipment and shall pay all costs to maintain the equipment in good repair and operation condition, subject to the provisions of the Support Plan. Such costs shall include labor, material, parts, and similar items. Except as described in the Damage Replacement provision in Rental Term 3 below, County assumes all risks of loss or damage to the Equipment from any cause, and if County does not exercise its option to purchase the Equipment, agrees to return it to Contractor in the condition received from Contractor, with the exception of normal wear and tear. Contractor will determine normal wear and tear.
3. **Damage Replacement:** For Equipment that is damaged or destroyed beyond normal wear and tear, Contractor will replace up to 5% of the total Quantity of Equipment within the term of the Schedule.

4. At the conclusion of the term of this Schedule, if County does not return the Equipment or elect to purchase the Equipment under a hardware purchase schedule at the rates set forth above, the above rates shall apply until County returns the Equipment. At the conclusion of the term of this Schedule, including renewals, the parties may agree to enter into a new Hardware rental schedule. Under the new schedule, County may, at its option, elect to receive new Equipment (the then current model) or continue use of existing Equipment. County would be responsible for shipping of both the old and new Equipment and for installation of the new Equipment.
5. The Equipment will be deemed to be personal property and Contractor retains title to the Equipment at all times.
6. The WorkForce Software Hardware Purchase Schedules dated May 20, 2015 and August 7, 2015 between the parties ("Hardware Purchase Schedule") are hereby terminated and superseded in its entirety by this Schedule. Any Hardware (and associated support) fees paid for by County shall be credited toward the amount due in the first year under this Schedule. County acknowledges that it has taken receipt of and/or ordered 644 DCTs under the Hardware Purchase Schedule. Title to the DCTs shall either revert to or remain with Contractor, as the case may be, upon execution of this Schedule. All such DCTs are represented in the 644 total quantity of DCTs set forth in Item 1 above.
7. Except as expressly set forth herein, the terms and conditions of the Agreement remain in full force and effect.

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

Contract No. 11-53-051 - Amendment No. 5
Vendor Name: Workforce Software, LLC

ATTACHMENT C
ATTACHMENT 1 TO EXHIBIT 4A

Attachment 1 to Exhibit 4A – Managed
Services Support Plan

January 1, 2019

CONFIDENTIAL INFORMATION

This document contains confidential and proprietary information belonging to WorkForce Software, LLC (“WorkForce”) and is intended only for the use of COUNTY OF COOK, ILLINOIS (“Customer”). Any reproduction of this document in whole or in part, or the divulgence of any of the information contained herein without the prior written consent of WorkForce is prohibited. The information contained in this document is joint confidential information of WorkForce and Customer.

VERSION HISTORY

Update	Description	Author
2018-09-01	Initial Version	Dennis Tuttle
2018-09-20	Updated contract date to begin 1/1/2019 and monthly payments	Dennis Tuttle
2018-10-02	Ability to reduce to 1.75 FTE in Year Two	Dennis Tuttle

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WorkForce Application Managed Services Support Plan

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1. Introduction

COUNTY OF COOK, ILLNOIS, herein referred to as "Customer" has selected WorkForce Software, LLC, herein referred to as "WorkForce", to provide a Managed Services Support Plan ("MSSP") for the Online Service under the terms of the Contract and this Exhibit for the MSSP Support Fees specified herein. The MSSP shall provide services in addition to the obligations of WorkForce under the terms of the WorkForce Time and Attendance Support Plan. A modification of the terms of this Exhibit shall not be considered a modification of the standard support obligations of WorkForce under the Contract.

This Exhibit is attached to Exhibit 4A of the amended Contract No. 11-53-051, for Enterprise Time and Attendance System Solution (the "Contract") by and between the County and WorkForce.

2. Definitions

This section defines specific terms used within this document and when capitalized shall have the meaning as defined below. Terms not defined herein shall have the meaning set forth in the Contract.

- a) "Contract" means Contract No. 11-53-054, for Enterprise Time and Attendance System Solution by and between the County and WorkForce and any subsequent amendments.
- b) "Configuration" shall mean any changes made to the application using the Policy Editor, interface scripts and report files residing within the Policy Editor, changes to Analytics and queries used to manage items within the configuration.
- c) "Full-time Equivalent" ("FTE") shall mean a unit that indicates the combined workload of dedicated resources. An FTE of 1.0 is equivalent to a full-time worker (estimated as 40 hours per week for 52 weeks per Plan Year) excluding designated holidays. Holidays include the observed holiday days of New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve.
- d) "Incremental Services" means Services requested by Customer Sponsor in writing, not covered under the MSSP. Customer Sponsor and WorkForce are jointly responsible for ensuring that requests are within the spend authorization of the contract and its amendments. Such services are provided under the Contract.
- e) "Managed Services Support" ("MSS") means services offered by WorkForce which provides for services defined by the Scope section of this document, and within the skillsets of FTE capacity assigned.
- f) "MSSP" means a service plan offered by WorkForce for MSS, as detailed in the Scope section below.

WorkForce Application Managed Services Support Plan

- g) "MSSP Support Fees" shall mean the fees for an MSSP.
- h) "MSSP Support Period" shall mean the period of time that Customer is covered under an MSSP.
- i) "Resource Capacity" shall mean the staffing level at which WorkForce provides Configuration Management Services Support to Customer. Contracted Resource Capacity is set forth in Levels of Service section. The Resource Capacity set forth in Section 3 (MSSP Service Descriptions) below shall not be exceeded except as set forth in Section 3a and 3b below (Service Conditions).

3. Levels of Service

MSSP Service Descriptions

Service	Description
Configuration Management & Consulting	Modification or enhancement of Online Service configuration as defined in Configuration Management Activities Scope (Section 4.2)
Availability	Access to the Managed Service team Monday through Friday, excluding holidays ("Business Days") between 8:00 am and 5:00 pm Central Time ("Business Hours")
Resource Capacity	Configuration Management Service Support is subject to the total contracted FTE capacity constraint ("Resource Capacity").
Response Time	Response time is within 24 Business Hours for tickets submitted through the approved process
Time to Complete	<p>Configuration Management: Draft requirements document and delivery plan typically provided within four Business Days if the total effort is estimated to be eighty hours or less. For more complex requests, WorkForce will provide an estimated delivery date within four days.</p> <p>Timeline for request to be developed and deployed will be mutually agreed upon by the MSS team and Customer.</p>
Authorized MSS Contacts	Up to six (6) Customer individuals authorized to request and approve work performed under the MSSP.
Request Management	Requests will be submitted using the WorkForce support system, currently Salesforce Service Cloud.

3.1. Service Conditions

- a) Should the Configuration Management Services effort (actual plus planned) exceed Resource Capacity, 1) delivery timelines shall be extended to bring the effort to within Resource Capacity, 2) work in excess of the Resource Capacity must be requested by Customer Sponsor in writing and be within the contractual authority spending limits of the contract and its amendments to be considered Incremental Services, , or 3) the MSSP shall be amended to adjust Resource Capacity with fees commensurate to such adjustment.
- b) MSS resources can be allocated to separately contracted projects at the discretion of Customer up to the total Resource Capacity.
- c) To avoid a disruption in the MSS, Customer must pay the MSSP Support Fees in accordance with the Fees and Schedule section below.
- d) MSSP Support Fees are non-refundable and the MSSP may not be altered without an amendment to this Exhibit.
- e) All requests made of the MSSP Team will be delivered using the Request Management Process defined in this document in Section 8. All completed requests provided by WorkForce to Customer will be tested by Customer for completeness and acceptance as defined by the Acceptance Management Process defined in Section 7.
- f) All travel approved by Customer will be invoiced monthly according to the terms and conditions of the Contract in addition to the MSSP Support Fees payable under this Exhibit.

4. Scope

This section details the complete scope of services to be provided by WorkForce resources under the MSSP. Work requested by Customer and performed by WorkForce resources that meets this Scope definition is considered work performed under this Exhibit. Any work requested by Customer that is outside of the Scope can only be performed under the terms of this Exhibit through a corresponding Change Order.

4.1. Out of Scope

The following activities are specifically excluded from the scope of this MSSP; this list is provided for clarity and is not all-inclusive of out-of-scope activities:

- Implementation of additional WorkForce product modules
- Specialized skills that are not available among the dedicated WorkForce staff
- Support outside of Business Hours, except for work at mutually agreed times

4.2. Configuration Management and Consulting Activities

Scope

As Directed by Customer, WorkForce resources will perform the following:

Consulting

- Provide consulting by dedicated resource(s) related to WorkForce and industry best practices and trends related to configuration changes, strategic initiatives, and new releases.
- Summarize and reporting findings and analysis to enable well-informed decision making.
- Provide design services with support of HR and Product experts to review options and discuss pros and cons of making these changes. Consultation with the WorkForce Software Director of Compliance shall not constitute legal advice or the provision of legal services.
- Coordinate releases of client specific configuration, ad hoc changes, and post-upgrade enhancements based upon customer's desired cadence schedule.
- Make recommendations on process changes that will enable efficient and intended use of the application.
- Provide guidance on environmental management and design as requested.

Business Analysis

- Facilitate the implementation workforce management best practices and standards.
- Partner with customer teams during configuration and testing in order to create a specialized deployment plan.
- Identify application or process changes that will improve efficiencies.
- Identify modifications needed in existing configuration to meeting changing customer requirements.
- Analyze gaps or conflicting requirements and provide guidance or solutions on how rules work together.
- Serve as a subject matter expert to provide system recommendations or troubleshooting guidance.
- Provide insight on Human Resources and compliance related interpretations and best practices.
- Create detailed work plans to identify and sequence activities needed to successfully complete requested work.
- Support client testing phase with responsiveness and detailed follow through on issues and changes in a professional and timely manner.
- Define high-level data requirements based upon requests for changes.
- Develop requirements and design documentation for approval and acceptance, offering alternative solutions when applicable.

- Document standards and best practices for Design, Configuration and Testing. Documents will be stored/provided on a SharePoint location provided by Customer.

Configuration Management

- Complete configuration changes in the customer's development environment.
- Ensure configuration best practices are being utilized.
- Document and manage configuration migrations through the environment life-cycle (Test, Production).

Program Management

- Coordinate WorkForce resources across multiple work streams.
- Manage team specializing in complex configuration and support.
- Manage team effectiveness driving change as needed to provide continuous service improvement.
- Encourage open communication between team members to identify opportunities to deliver a more effective service.
- Achieve consistent customer satisfaction rating and ensure timely responses to feedback on areas of improvement.
- Ensure quality, timely and budgeted completion of deliverables.

Product Expertise

- Configuration of the WorkForce product suite, including WorkForce Time and Attendance, Advanced Scheduler, Absence Compliance Tracker, Analytics, Fatigue Management, Forecasting and Scheduling, and Data Collection Terminals to support new customer requirements.
- Identify opportunities to reduce the number of interfaces, promote reusable objects, and enable application scalability and high performance, as practical.
- Performing configuration and scheduling tuning to improve the efficiency and reliability of program and minimize ongoing maintenance requirements.

MSS Administration

- Quarterly performance review/recommendations.
- Creation of supplemental documentation regarding the system processes, configuration and security.
- Monitoring, tracking, and reporting status.
- Securing necessary approval of all changes based upon the Request Management Process.
- Compiling and proactively managing issues lists.

5. Services Locations and Environments

WorkForce resources will perform all services under this Exhibit remotely from the offices of WorkForce Software, certified partners, remote employees, or onsite if requested by the County for mutually agreeable dates and work and travel expenses approved in writing by County sponsor.

The services performed under this Exhibit will be performed on the systems identified in the Contract provided by and hosted by WorkForce.

6. Roles and Responsibilities

6.1. Customer Roles and Responsibilities

Customer is solely responsible to ensure Customer Systems and data in Customer systems that provide information to WorkForce Time and Attendance or receive information from WorkForce Time and Attendance operate properly. The support provisions of this Exhibit do not apply to Related Systems or problems in the Online Service caused by Related Systems, regardless of who provided, installed, or distributed such. Should WorkForce identify that the root cause of a problem is caused by problems in Related System it shall notify Customer.

Customer is required to provide support to the WorkForce team in order for WorkForce to meet our obligations under this Exhibit. The following resources/roles are required to be provided by Customer.

Role(s)	Responsibilities
Sponsor	This individual will champion MSS for Customer and will have the ability and authority to deploy Customer resources (directly or indirectly) as necessary to fulfill Customer obligations necessary for successful completion of MSS. The Sponsor serves as the point of escalation to address any issues, risks, approvals (financial as well as directional), and other related items that may occur throughout the delivery of MSS and is expected to provide guidance and support to the WorkForce and Customer teams.
Application Manager	This person has overall responsibility for service delivery for Customer and carries out the day-to-day assignment of duties to Customer staff as necessary. The Application Manager has the responsibility and authority to make decisions, resolve issues, and engage staff as required. The Application Manager keeps both WorkForce Software and Customer Sponsors aware of the decisions, commitments, and status of the service in a timely and efficient manner.
Functional Analysts and Subject Matter Experts	Share knowledge of current and required policies and procedures; engages in any requirement gathering activities and performs in-depth reviews of all interim and final deliverables; provides the expertise necessary to create the necessary test plans, and conducts testing, validation, and acceptance of any changes to the Online Service. This role is also responsible for test plan creation, development, execution and delivery to WorkForce Software, and coordination and completion of testing activities.

WorkForce Application Managed Services Support Plan

Role(s)	Responsibilities
IT Systems Experts	These individuals are responsible for addressing any issues related to Customer owned and operated IT systems that impact the Online Service. These individuals are responsible for data, configuration, and system administration activities of these systems. They administer and monitor WorkForce Time and Attendance on behalf of Customer and work directly with the WorkForce team. They are conversant not only with the business practices and policies, but with the technologies required to support the application.
Technical Staff	Infrastructure Specialists - These individuals are the primary resources representing Customer's systems infrastructure. They serve as an interface point to other information systems that may be impacted. They provide support in the form of hardware and/or software installation and configuration, database administration, data preparation, communications and network support. These resources provide direction on network infrastructure and time clock installation. Additional resources may be required to analyze, develop, test, and support Customer interfaces to the Online Service.
Training and Change Management Staff	Creates and delivers end user training, creates internal marketing collateral, and works to achieve "buy-in" for the project among end users.

6.2. WorkForce Roles and Responsibilities

WorkForce shall support the Online Service under the terms of the WorkForce Time and Attendance Support Plan. However, any changes required to the configuration are maintained and supported through the terms of this Exhibit. If a configuration performed under the MSSP does not work properly in future product releases; this will be a support issue and will be resolved through the support and escalation process as described in the Software and any applicable DCT Support Plan.

WorkForce will provide resources to support the following roles at various points.

Role(s)	Responsibilities
Managed Services Manager	Responsible and accountable for the execution of the work performed under the MSSP. Primary contact for all MSS activities. Coordinates and manages the activities of the WorkForce MSS Team and measures, tracks, and evaluates progress against plans.
Sr Consultant – Functional and Consultant - Functional	Works closely with the team to analyze and document requirements, demonstrate and clarify system functionality, provide WorkForce expertise, and recommend best practices and business process improvements. The Implementation Consultant tests the software configuration prior to delivery.
Integration Architect/Engineer	Defines and develops system interfaces to support integration with external systems, provides technical assistance necessary throughout the assignments.
Sr Consultant – Technical and Consultant - Technical	Designs, configures and unit tests the application in accordance with the documented requirements and provides configuration support.
Data Collection Engineer	Configures and test the WorkForce Data Collection Terminal in accordance with the documented requirements.
Reports Developer	Develops and tests customized reports and extends the analytics universe in accordance with the documented requirements
Training Consultant	Develops standard training materials based on requirements.
Compliance Lead	Provides guidance on compliance related functions and activities.

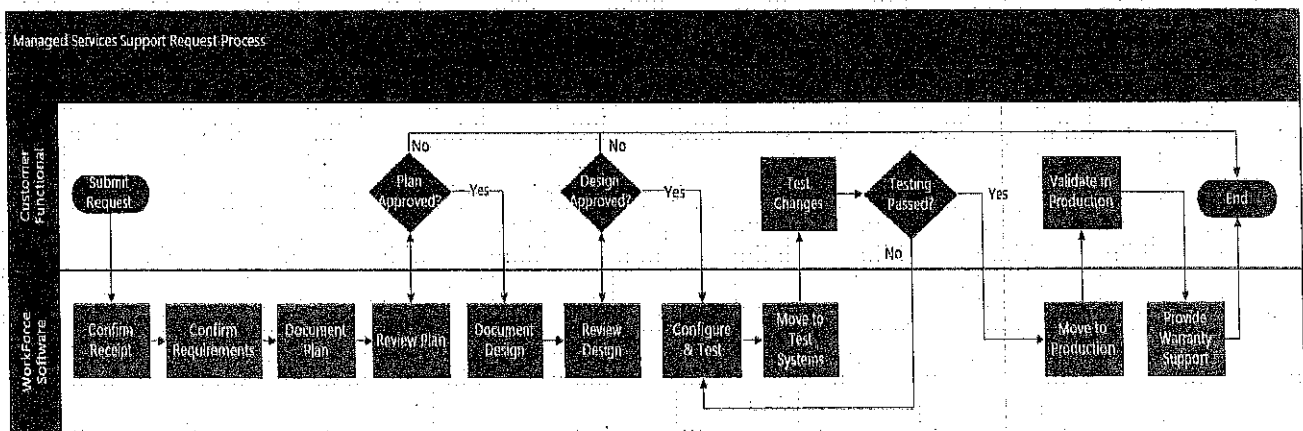
7. Acceptance Management

This section defines the formal Acceptance process that will be followed throughout the service. Acceptance of a work request by Customer indicates that WorkForce has provided the service according to the accepted requirements and design documented by written approval of Customer Authorized MSS contact.

Acceptance of services under this Exhibit are the responsibility of Customer's Authorized MSS Contact.

Completed services will be communicated by WorkForce in monthly Status Reports. If Customer reasonably determines that a service is incomplete, or otherwise materially unacceptable, Customer will document all deficiencies and communicate them to WorkForce within thirty calendar days of receipt of the monthly Status Report. WorkForce will address all the deficiencies documented, or mutually agree with Customer to alternative actions.

8. Request Management Process



1. Customer Work Requests are submitted via Salesforce ticket (or email to the ticketing system) routed to the MSS team for review, confirmation, estimating and planning.
2. WorkForce confirms receipt of Work Request based upon the timeline in Section 3, Levels of Service.
3. Requirements are confirmed by WorkForce with the Customer Authorized MSS Contact.
4. The draft requirements, plan and estimates are documented and reviewed with the Customer.

WorkForce Application Managed Services Support Plan

5. The plan is provided for acceptance and prioritization to the Authorized MSS Contact.
6. If approved, the configuration changes are scheduled to be worked based on the current capacity of the team and Customer prioritization.
7. Once active, the approved work request is designed and reviewed internally by subject matter experts.
8. The design is then reviewed with the MSS team and submitted for acceptance to the Authorized MSS Contact.
9. Once the design is accepted by the Authorized MSS Contact, configuration begins based upon the approved plan. Configuration changes are tested by WorkForce to confirm functionality as expected.
10. WorkForce packages the configuration and migrates to the testing environments.
11. Acceptance testing is performed by Customer to confirm configuration against requirements and Authorized MSS Contact provides feedback to the MSS team. The creation and execution of all test plans and required test scripts is the responsibility of Customer but can be provided through the MSS WorkForce team upon request.
12. If configuration is accepted, the production migration is scheduled in coordination with the Authorized MSS Contact.
13. If issues are identified, the MSS team will work with Customer to remediate.
14. Once configuration is promoted to production, the Authorized MSS Contact provides confirmation and acceptance.
15. Work effort is closed out.

9. Fees and Schedule

The MSSP and associated obligations identified herein commence on the January 1, 2019 and terminate December 30, 2020. The MSSP Support Fees are invoiced prior to service delivery in twelve equal monthly payments as identified in the table below and are due per the terms of the Contract.

Two-Year Period

Year	MSSP Support Period	Annual Fee	Payment Due
1	January 1, 2019 – December 30, 2019	\$750,000	Twelve monthly installments of \$62,500 beginning January 1, 2019
2	January 1, 2020 – December 30, 2020	\$750,000	Twelve monthly installments of \$62,500 beginning January 1, 2020
Total		\$1,500,000	

The County will be invoiced monthly in equal payments of \$62,500 per month in Year 1 for the minimum 2.0 FTE Resource Capacity, with payment due per terms of contract.

WorkForce will provide a report of the work performed each month under this MSSP by agency and type of work completed during the term.

Decrease in Customer Needs

With 60-day prior notice, County has the ability, but not the obligation, to decrease the Resource Capacity to a minimum of 1.75 FTEs in Year 2 if the actual volume of Customer's needs fall below the projected volume assumed level of 2.0 FTEs outlined in Fee Schedule above. Customer must provide a minimum of sixty (60) days-notice to decrease the Resource Capacity FTE level. If County elects to reduce the Resource Capacity to the allowed minimum, the monthly payment for 1.75 FTEs is prorated to \$54,687.50 monthly.

Incremental Services Fees

The Annual Fees in the tables above include a base Resource Capacity of 2.0 FTEs in year 1 and year 2. With a minimum sixty (60) day written notice, Customer may increase or decrease the Resource Capacity in increments of 0.25 FTE per-calendar quarter with a maximum increase or decrease 0.5 FTE per quarter with written approval of an authorized County approver if within contract limits, provided that Customer may never reduce below the minimum base Resource Capacities stated above. The quarterly fee for each increment of 0.25 FTE is \$23,437.50. Incremental fees will be invoiced upon receipt of the written notice by WorkForce with payment terms per the Contract. Fees will continue to be invoiced quarterly until Customer provides notice to decrease the Resource Capacity.

ATTACHMENT D

**IDENTIFICATION OF SUB-CONTRACTORS/SUPPLIERS/SUB-CONSULTANTS FORM,
MBE/WBE UTILIZATION PLAN, AND ECONOMIC DISCLOSURES STATEMENT FORMS**

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

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

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

Bid/RFP/RFQ No.: 11-53-051	Date: 10/11/18
Total Bid or Proposal Amount: \$3,126,928.00	Contract Title: Enterprise Time and Attendance System
Contractor: WorkForce Software	Subcontractor/Supplier/ Subconsultant to be N/A added or substitute:
Authorized Contact for Contractor: Taylor Capps	Authorized Contact for Subcontractor/Supplier/ N/A Subconsultant:
Email Address (Contractor): tcapps@workforcesoftware.com	Email Address (Subcontractor): N/A
Company Address (Contractor): 38705 Seven Mile Drive, Suite 300	Company Address (Subcontractor): N/A
City, State and Zip (Contractor): Livonia, MI 48152	City, State and Zip (Subcontractor): N/A
Telephone and Fax (Contractor) 864-421-5507	Telephone and Fax (Subcontractor) N/A
Estimated Start and Completion Dates 12/31/2018-12/30/2020 (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.**

WorkForce Software

Contractor

WorkForce Software Holdings, LLC

Name

CFO

Title

Jay Capps

Prime Contractor Signature

Date



TONI PRECKWINKLE

PRESIDENT
Cook County Board
of Commissioners

RICHARD R. BOYKIN
1st District

DENNIS DEER
2nd District

JERRY BUTLER
3rd District

STANLEY MOORE
4th District

DEBORAH SIMS
5th District

EDWARD M. MOODY
6th District

JESUS G. GARCIA
7th District

LUIS ARROYO, JR.
8th District

PETER N. SILVESTRI
9th District

BRIDGET GAINER
10th District

JOHN P. DALEY
11th District

JOHN A. FRITCHEY
12th District

LARRY SUFFREDIN
13th District

GREGG GOSLIN
14th District

TIMOTHY O. SCHNEIDER
15th District

JEFFREY R. TOBOLSKI
16th District

SEAN M. MORRISON
17th District

OFFICE OF CONTRACT COMPLIANCE

LISA ALEXANDER

INTERIM DIRECTOR

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

October 16, 2018

Mr. Raffi Sarrafian
Chief Procurement Officer
118 N. Clark Street
County Building-Room 1018
Chicago, IL 60602

Re: Contract No. 11-53-051 (Amendment No. 5)
Time and Attendance Solution
Bureau of Technology

Dear Mr. Sarrafian:

The Office of Contract Compliance is in receipt of the above-reference contract amendment and has reviewed it for compliance with the Minority- and Women- owned Business Enterprises (MBE/WBE) Ordinance. After careful review, it has been determined this amendment is responsive to the Ordinance.

Bidder: WorkForce Software
Original Contract Value: \$7,925,590.00
Increased Contract Value: \$786,812.44 (Amendment No. 2)
New Contract Value: \$8,712,402.44
Increased Contract Value: \$959,138.00 (Amendment No. 3)
New Contract Value: \$9,671,540.44
Increased Contract Value: \$3,381,598.00 (Amendment No. 4)
New Contract Value: \$13,053,138.44
Contract Extension: 24 months
New Contract Term: December 31, 2016 through December 30, 2018
Increased Contract Value: \$3,126,928.00 (Amendment No. 5)
New Contract Value: \$16,180,066.44
Contract Extension: 24 months
New Contract Term: December 31, 2018 through December 30, 2020
Contract Goal: 35% MBE/WBE

Full M/WBE Waiver Granted: Due to other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms as there are Specialized Professional Services. All of these services are either proprietary in nature or provided exclusively by WorkForce.

Original MBE/WBE forms were used in the determination of the responsiveness of this contract.

Sincerely,


Lisa Alexander

Interim Contract Compliance Director
LA/ate

Cc: Kevin Casey, OCPO
Jim Gavin, BOT

MBE/WBE UTILIZATION PLAN - FORM 1

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

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

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available online at www.cookcountyil.gov/contractcompliance)
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II below and the Letter(s) of Intent – Form 2).

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

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

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

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Current Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Current Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

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

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: _____

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
this ____ day of _____, 20____.

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

Notary Public

Notary Public

SEAL

SEAL

PETITION FOR REDUCTION/WAIVER OF MBE/WBE PARTICIPATION – FORM 3

A. BIDDER/PROPOSER HEREBY REQUESTS:

FULL MBE WAIVER

FULL WBE WAIVER

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

_____% of Reduction for MBE Participation

_____% of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

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

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

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

- (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. **(Attach of copy written solicitations made)**
- (2) Used the services and assistance of the Office of Contract Compliance staff. **(Please explain)**
- (3) Timely notified and used the services and assistance of community, minority and women business organizations. **(Attach of copy written solicitations made)**
- (4) Followed up on initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. **(Attach supporting documentation)**
- (5) Engaged MBEs & WBEs for direct/indirect participation. **(Please explain)**

D. OTHER RELEVANT INFORMATION

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

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

(CONTINUED)

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

(4) WorkForce Software (WFS) is requesting a full waiver for the extension of our Professional Services Agreement for Enterprise Time and Attendance. This is the second of two (2) two-year extension periods at the County's option.

In addition to extending its current use of WFS Software-as-a-Service and timeclock rentals, the County wishes WFS to perform additional services under the category of Application Support Managed Services, or AMS for short. SaaS services are proprietary in nature, provided exclusively by WFS and have associated SLAs. The timeclock rentals are an extension of rental period for devices that WFS has already purchased and are already installed at the County.

Under AMS, WFS will perform ongoing modifications and enhancements to the County's configuration of the Time and Attendance system in order to keep up with the County's changing needs. This work requires specialized expertise of the WorkForce Software product, including upcoming versions which have not yet been released. It also requires an understanding of workforce management best practices and how to apply our product to them.

WFS has considered whether we could use MBE/WBE subcontractors to assist with some of this work. WFS has determined that this is not possible for, the following reasons:

- The expertise required is highly specialized and is not available outside of our company.
- As part of our contract, WFS will be responsible to Cook County for achieving certain levels of service (e.g. availability of resources, resource capacity, response time to County requires, time to complete requested work). WFS needs to maintain a high level of control in order to achieve these levels of service.
- Some of the work that WFS would perform for Cook County is in regard to compliance with labor laws and/or union agreements. WFS will need to maintain a high level of quality and timeliness for this work.

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

(2) WFS spoke with Jaqueline Gomez on 9/28/2016 to discuss the contract extension and explore ways that we satisfy the County's MBE/WBE participation guidelines. Jackie provided several ideas which WFS explored, including indirect participation.

WFS had a follow-up discussion with Jacqueline Gomez and Aleatha Easley on 10/19/2016 to explain what we had determined. WFS remains committed to working with MBE/WBE partners for both direct work with the County and Indirect work in other situations. For example, NextGeneration Inc, (NGI) is one of our main MBE partners for work on the Cook County project. In addition to this direct activity, we continue to look for ways to work with NGI on projects for other prospective clients. NGI has gone through WFS implementation partner enablement training and we are currently engaged with NGI on several sales pursuits.

**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 15-17

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 State Internal Revenue Code and recognized under the Illinois State not-for -profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name	Address
Theodore Brunsvold	500 N. Dearborn Street #1030, Chicago, IL 60610
Sarah Sheehan	500 N. Dearborn Street #1030, Chicago, IL 60610

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

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

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

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): _____

(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 WorkForce Software, LLC

D/B/A: _____ FEIN # Only: 45-386-2733

Street Address: 38705 Seven Mile Rd. Suite 300

City: Livonia State: MI Zip Code: 48152

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

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

Corporate File Number (if applicable): _____

Form of Legal Entity:

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

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
WorkForce Software Holdings, LLC	39705 Seven Mile Rd. Suite 300, Livonia MI 48152	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

3. Is the Applicant constructively controlled by another person or Legal Entity? [] Yes [] No
 If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

Corporate Officers, Members and Partners Information:

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

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
Please see attached document			

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.

WorkForce Software, LLC

Officers		
President	Michael Morini	38705 Seven Mile Rd. Suite 300, Livonia MI 48152
Vice President	NA	
Treasurer	Bob Feller	38705 Seven Mile Rd. Suite 300, Livonia MI 48152
Revenue	David Vonk	38705 Seven Mile Rd. Suite 300, Livonia MI 48152
Technology	John Williams	38705 Seven Mile Rd. Suite 300, Livonia MI 48152
Operations	Denise Broady	1460 Broadway, New York, NY 10036
Services	Alan Winegar	38705 Seven Mile Rd. Suite 300, Livonia MI 48152
Human Resources	Leslie Tarnacki	38705 Seven Mile Rd. Suite 300, Livonia MI 48152

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Bob Feller

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

[Handwritten Signature]

Signature

bfeller@workforcesoftware.com

E-mail address

CFO

Title

October 15, 2018

Date

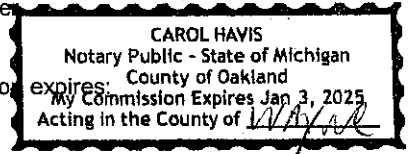
734-542-4100

Phone Number

Subscribed to and sworn before me
this 15th day of Oct, 2018

x *[Handwritten Signature]*
Notary Public Signature

My commission expires:



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

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

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

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

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

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

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

Email address of Person Doing Business with the County: bfeller@workforcesoftware.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:
Robert Feller, CFO, 734-542-4100

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

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

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

Contract No. 11-53-051

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 3,126,928.00

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

Kevin Casey, Office of the Chief Procurement Officer

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: _____

Derrick Thomas, Director Enterprise Application Services

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

Check the box that applies and provide related information where needed

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

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

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

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

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

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

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

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

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

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County

Name of Related County Employee or State, County or Municipal Elected Official

Title and Position of Related County Employee or State, County or Municipal Elected Official

Nature of Familial Relationship

Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County

Name of Related County Employee or State, County or Municipal Elected Official

Title and Position of Related County Employee or State, County or Municipal Elected Official

Nature of Familial Relationship

Name of Employee of Business Entity Directly Engaged in Doing Business with the County

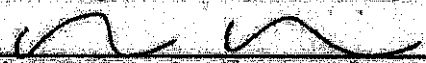
Name of Related County Employee or State, County or Municipal Elected Official

Title and Position of Related County Employee or State, County or Municipal Elected Official

Nature of Familial Relationship

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

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



Signature of Recipient

October 16, 2018

Date

SUBMIT COMPLETED FORM TO:

Cook County Board of Ethics
69 West Washington Street, Suite 3040, Chicago, Illinois 60602
Office (312) 603-4304 - Fax (312) 603-9988
CookCounty.Ethics@cookecountyil.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: Contract No. 11-53-051

County Using Agency (requesting Procurement): Cook County

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): WorkForce Software, LLC

Substantial Owner Complete Name: WorkForce Software Holdings, LLC

FEIN# 45-386-2733

E-mail address: _____

Street Address: 38705 Seven Mile Road Suite 300

City: Livonia State: MI Zip: 48152

Home Phone: _____

III. Compliance with Wage Laws:

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

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

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*
- No *Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation*
- No *Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default*
- No *Other factors that the Person or Substantial Owner believe are relevant.*

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.

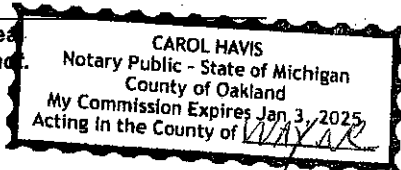
Signature: [Signature] Date: October 15, 2018

Name of Person signing (Print): Bob Feller Title: Chief Financial Officer

Subscribed and sworn to before me this 15th day of OCT., 2018

X [Signature]
Notary Public Signature

Notary Seal



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

SECTION 5

CONTRACT AND EDS EXECUTION PAGE
PLEASE EXECUTE THREE ORIGINAL COPIES

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Execution by Corporation

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

Execution by LLC

_____ WorkForce Software, LLC	_____ *Member/Manager Printed Name and Signature
_____ LLC Name	_____ 734-542-4100 - bfeller@workforcesoftware.com
_____ October 15, 2018	_____ Telephone and Email
_____ Date	

Execution by Partnership/Joint Venture

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

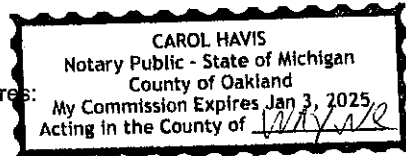
Execution by Sole Proprietorship

_____ Printed Name and Signature	_____ Date
_____ Telephone	_____ Email

Subscribed and sworn to before me this

13th day of Oct., 2018.

Notary Public Signature



My commission expires:

Notary Seal

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

APPOINTMENT OF CHIEF FINANCIAL OFFICER

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

[REDACTED]

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

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

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

Signature: [Signature] Date: 12/2/14
Ryan Hinkle

Signature: [Signature] Date: 12/1/14
Ross Devor

Signature: [Signature] Date: 12/1/14
Peter Sobilloff

Signature: [Signature] Date: 12/1/14
Kevin Choksi