

AMENDMENT NO. 2

This Amendment modifies Contract No. 1388-12983 for RE-ENGINEERING AND ONBASE SYSTEM IMPLEMENTATION by and between the County of Cook, Illinois, herein referred to as "County" and Databank IMX, 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 July 23, 2014 (hereinafter referred to as the "Contract"), wherein the Contractor is to provide RE-ENGINEERING AND ONBASE SYSTEM IMPLEMENTATION (hereinafter referred to as the "Services") from August 1, 2014 through July 31, 2016, with two (2) one-year renewal options, in an amount not to exceed \$780,660.00; and

Whereas, Article 10 (c) "Modification and Amendments" of the Contract provides that the parties, may make modifications and amendments to the Contract; and

Whereas, Amendment#1 was approved by the County Board on February 10, 2015 for Modification and Amendment of the contract to implement an OnBase solution for the Cook County Treasurer's Office's Tax Research Case Management Solution and an increase of \$308,316.14 to revise the Total Contract Amount to \$1,088,976.14; and

Whereas, the Cook County Board of Review and the Cook County Treasurer's Office desires to add the DataBank Portal Software Licenses and Annual Support and Maintenance Services to the Contract; and

Whereas, an increase in the amount of \$123,008.00 is required for the addition of the DataBank Portal Software Licenses and Annual Support and Maintenance Services; and

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 increased by \$123,008.00 and the Total Contract Amount is revised to \$1,211,984.14.
2. Article 5, Compensation, (b) Method of Payment, of the Agreement is deleted in its entirety and is revised as follows:

All invoices submitted by the Consultant shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Consultant shall not be entitled to invoice the County for any late fees or other penalties. In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Consultant to the County.

The Consultant acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Consultant certifies that all itemized entries set forth in the invoices are true and correct. The Consultant acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies, services or equipment set forth in the Agreement to the Using Agency, or that it has properly performed the services set forth in the Agreement. The invoice must also reflect the dates and amount of time expended in the provision of services under the Agreement. The

Consultant acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Consultant, and reporting the matter to the Cook County Office of the Independent Inspector General.

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

3. The Contract is hereby amended to incorporate Attachment A and made part of the Contract.
4. The Contract is hereby amended to include the Databank Software License and Maintenance Agreement which is made and incorporated into the Contract as Exhibit 1.
5. The attached Economic Disclosures Statement and MBE/WBE Utilization Plan forms are incorporated and made a part of this Contract.
6. All other terms and conditions remain as stated in the Contract.

In witness whereof, the County and Contractor have caused this Amendment No. 2 to be executed on the date and year last written below.

County of Cook, Illinois

Databank IMX, LLC

By: John E. M.
Chief Procurement Officer

[Signature]
Signed

By: Julia [Signature]
State's Attorney (if applicable)
as to Form Only

Richard E. Lane
Type or print name

Area SVP
Title

Date: 30 December 2015

Date: 11/2/2015



Attachment A

Software Quote Product Description	Product Code	License Fee	Qty	Price
DataBank Portal – Board of Review	BOR-PORT	\$26,880.00	1	\$26,880.00
DataBank Portal – Board of Review Annual Maintenance	BOR-PORT-MAINT	\$5,376.00	3	\$16,128.00
DataBank Portal – Treasurer's Office	TREAS-PORT	\$50,000.00	1	\$50,000.00
DataBank Portal – Treasurer's Office Annual Maintenance	TREAS-PORT-MAINT	\$10,000.00	3	\$30,000.00
Total:				\$123,008.00

DataBank agrees to provide the software described in this quote for the amount listed in line number 6 below. The County shall obtain the software and hardware required for this project via its countywide contract.

1.01 Support and Maintenance - Standard (3 Years)	\$ 0.00 *
1.02 Support and Maintenance - SW Only (3 years)	\$ 46,128.00
1.03 DataBank Portal Software **	\$ 76,880.00
1.04 Hardware	None via this contract.
1.05 Professional Services Cost - Total ***	\$ 0.00
1.06 Total Project Cost Excluding OnBase SW and HW	\$ 123,008.00

*Assumes all annual maintenance of OnBase Software modules is included in line 1.02. Annual maintenance for the DataBank Portal is in line item 1.03 and is the subject of this contract amendment. Portal maintenance (Board of Review - \$5,376.00; Treasurer's Office - \$10,000.00) this is an annual software maintenance cost. Maintenance is due for the year in advance. The contract amendment includes maintenance for CY 2015, 2016 and 2017.

** All pricing is based upon the portal functionality and requirements for the specific implementations of the portal software. All OnBase software is excluded from this contract and will be purchased via another contract. The DataBank portal pricing is \$26,880.00 for the Board of Review Portal Solution; \$50,000.00 for the Treasurer's Portal Solution. These are one-time costs.

***All Professional Services Costs are included in the earlier contract amendments.

EXHIBIT 1



Software License and Maintenance Agreement

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EXHIBIT 1



Software License and Maintenance Agreement

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Definitions

In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

"Agreement" means these terms and conditions.

"Documentation" means the user manuals and other documentation provided by DataBank IMX to Licensee pertaining to the Software.

"Licensee" means all departments and agencies of the Cook County, Illinois unit of local government.

"Intellectual Property Rights" means patents, trademarks, service marks, designs, applications for any of the foregoing, copyright, design rights, know-how, confidential information, trade and business names and any other similar protected rights in any country.

"License Fee" means the fee for the License and the services to be provided under this Agreement.

"License" means the license granted by DataBank IMX pursuant to Clause 2.1.

"Materials" means the Software and the Media.

"Media" means the media on which the Software is recorded or printed as provided to the Licensee.

"Permitted Number" means the number of licenses recorded on the reseller purchase order for the applicable client, or total number of licensees from multiple reseller purchase orders if supplied in batches. "DataBank IMX" means DataBank IMX, an incorporated company.

"Defect" means a reported malfunction, error or other defect in the Software/Product that can be reproduced by DataBank IMX.

"Software" means the computer programs that are specified in an invoice and corresponding purchase order accompanying this Agreement, but for the avoidance of doubt excludes the Source materials.

"Source Materials" means all logic, logic diagrams, flowcharts, algorithms, routines, sub-routines, utilities, modules, file structures, coding sheets, coding, source codes, functional specifications, program specifications and all other materials and documents necessary to enable a reasonably skilled programmer to maintain, amend and enhance the software in question without reference to any other person or documentation and whether in eye-readable or machine-readable form.

"Specification" means the functional specification for the Software issued by DataBank IMX.

"Use the Materials" means to use the Software, to read and possess the Documentation in conjunction with the use of the Software and to possess the Media.

"Use the Software" means to load the Software into and store and run them on equipment in accordance with the terms of this Agreement.

1) License

- a) DataBank IMX hereby grants to the Licensee a perpetual, fully paid-up, royalty free, irrevocable, non-exclusive license to use the Materials subject to the terms and conditions hereinafter set forth.
- b) The License shall commence on delivery of the Software to the Licensee and shall continue until terminated in accordance with this Agreement.
- c) The Licensee may Use the Materials (or allow others, including Licensee's third-party contractors and agents, to Use the Materials) for processing the Licensee's own data for its own internal business purposes only. Save as provided above the Licensee shall not permit any third party to Use the Materials nor Use the Materials on behalf of or for the benefit of any third party in any way whatever (including, without limitation, using the Materials for the purpose of operating a service bureau).
- d) The Licensee may install and use the Software on a single computer or server as defined in the user agreement.
- e) The Licensee shall not amend or modify the Source Materials, reverse engineer, reverse compile, decrypt, disassemble, or otherwise attempt to derive the source code of the license software for any purpose. Licensor shall not be responsible for any error in the Software or Source Materials or failure of the Software or Source Materials to fulfill the Specification insofar as such error or failure occurs in or is caused by the Licensee.
- f) No copy of the Source Materials, reverse engineering or any part thereof shall be made available to any third party by, through, or on behalf of, the Licensee.
- g) The Licensee may make only so many copies of the Software or the Source Materials as are reasonably necessary for operational security, disaster recovery, and use as permitted hereby. Such copies and the media on which they are stored shall be the property of DataBank IMX and the Licensee shall ensure that all such copies bear DataBank IMX's proprietary notices. The License shall apply to all such copies as it applies to the Software. No copies may be made of the Documentation without the prior written consent of DataBank IMX.
- h) The Licensee hereby acknowledges that it is licensed to use the Materials and the Source Materials only in accordance with the express terms of this Agreement and not further or otherwise.

2) Payment

- a) The Licensee shall pay the License Fee to DataBank IMX on the date hereof. The License Fee and any additional charges payable under this Agreement shall not include any tax, as Cook County is exempt from sales tax under its State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-06The Licensee of each invoice shall pay any charges payable by the Licensee hereunder in addition to the License Fee within forty-five (45) days after the receipt.

3) Delivery

- a) Delivery of the Software shall consist of one copy of the object code of the Software in machine-readable form only.
- b) The media furnished by the DataBank IMX on which any of the Materials are furnished shall be free of defects in materials and workmanship under normal use for a period of 90 days from delivery. DataBank IMX must, at its expense, replace any defective media within 10 days after the Licensee notifies DataBank IMX."

4) Limited Warranty

- a) DataBank IMX warrants that, for a period of ninety (90) days after acceptance (the "Warranty Period"), the Software will provide the facilities and functions set out in the Specification when properly used on the equipment in connection with which it was supplied. A failure of the Software to conform in any material respect with the Specification is referred to herein as an "Error" or "Defect".
- b) DataBank IMX's sole obligations under the warranty set forth in Section 5.a shall be to use its commercially reasonable efforts to correct or cause to be corrected any reproducible Error or Defect found in the Software during the applicable Warranty Period, provided that DataBank IMX shall have no obligations or liability hereunder unless Licensee provides DataBank IMX with written notice providing a documented example of the Error or Defect in question no later than the expiration of the Warranty Period. Licensee shall cooperate in providing detailed information concerning any such Error or Defect.
- c) The warranty made by DataBank IMX hereunder is, and all obligations of DataBank IMX under this Section shall be, contingent upon Licensee's use of the Software in accordance with the Documentation, the provisions of this Agreement, and specific instructions relating thereto furnished by DataBank IMX consistent with the terms of the Agreement. To the extent that any of the following cause an Error or Defect, no such warranties or obligations shall apply to DataBank IMX: (i) Licensee has used the materials in a manner inconsistent with the provisions of this Agreement; (ii) the Materials have been damaged by negligence or misuse by Licensee or by accident, fire, casualty, or other external causes; (iii) the Error or Defect is determined to be caused by third party products, the Licensee hardware or operating system software, or Licensee's failure to maintain the proper operating environment; or (iv) the Error or Defect is determined to be caused by Licensee data or Licensee's method of data input.
- d) DATABANK IMX DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE, THAT ALL DEFICIENCIES, ERRORS, DEFECTS OR NONCONFORMITIES WILL BE CORRECTED, OR THAT THE SOFTWARE WILL MEET LICENSEE'S SPECIFIC REQUIREMENTS. EXCEPT TO THE EXTENT EXPRESSLY PROVIDED IN THIS ARTICLE, THERE ARE NO WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, QUALITY, ORIGINALITY OR FITNESS FOR A PARTICULAR PURPOSE.
- e) The Licensee acknowledges that the Software has not been prepared to meet the Licensee's individual requirements and that it is therefore the responsibility of the Licensee to ensure that the facilities and functions described in the Specification meet its requirements. DataBank IMX shall not be liable for any failure of the Software to provide any facility or function not specified in the Specification.

5) Proprietary Rights

- a) The Materials, the Source Materials, the Documentation, and all other work product, materials, or information related, in any way, which has, or will, come into possession or knowledge of the Licensee in connection with, or related to, this Agreement (collectively, the "Proprietary Information"), remains the sole and exclusive property of DataBank IMX or its licensors. DataBank IMX reserves the right to grant licenses to Use the Materials and Source Materials to third parties.
- b) DataBank IMX owns the exclusive right, title, and interest in and to the Proprietary Information and any Intellectual Property Rights embodied or represented in the Proprietary Information or associated therewith. To the extent that title to any of the Proprietary Information or Intellectual Property Rights may not, by operation of law, vest in DataBank IMX, all right, title, and interest therein is hereby irrevocably assigned to DataBank IMX by Licensee without further consideration. Licensee expressly acknowledges that the Software shall not be construed as a work made for hire for purposes of Section 102 of the United States Copyright Act (Title 17 U.S.C. § 102).
- c) Licensee shall not: (a) alter, modify, translate, reverse engineer, decompile, disassemble, or adapt, in whole or in part, the Software or Source Materials; (b) take any other steps intended to produce a source language statement of the Software or Source Materials; (c) assist others in developing, improving, or enhancing any software based in whole or in part on the rules, training, support materials, data collection techniques, screen layouts, reports, or other proprietary aspects of the Software or Source Materials; (d) direct or knowingly permit the copying of any of the Software or Source Materials except as permitted under this Agreement; (e) disclose, display, publish, loan, transfer possession of (whether by sale, exchange, or gift), assign, sublicense, or otherwise make available all or any part of the Software or Source Materials, except with the prior written consent of DataBank IMX, which may be withheld at DataBank IMX's sole discretion; or (f) prepare any derivative works of the Software or Source Materials. If Licensee breaches this Section, DataBank IMX shall own exclusively all right, title, and interest in and to any copies, modifications, or derivative works prepared by Licensee or its agents.

6) Confidentiality

- a) The Licensee undertakes to treat as confidential and keep secret the Proprietary Information.
- b) The Licensee shall not without the prior written consent of DataBank IMX divulge any part of the Proprietary Information to any person except:
 - 1) The Licensee's own employees and then only to those employees who need to know the same.
 - 2) The Licensee's auditors or as otherwise required by law.
 - 3) Any person who is from time to time appointed by the Licensee to maintain any equipment on which the Software is being used (in accordance with the terms of the License) and then only to the extent necessary to enable such person properly to maintain such equipment.

7) Indemnification

- a) DataBank IMX agrees to defend, indemnify, and hold harmless Licensee and its subsidiaries, affiliated companies, and their directors, officers, employees, agents and members, against any damages awarded against, and costs payable by, the Licensee in connection with a claim or settlement that the Materials or the Source Materials infringes the Intellectual Property Rights of any third party; provided that DataBank IMX is given immediate and complete record of such claim, that the Licensee does not prejudice DataBank IMX's defense of such claim, that the Licensee gives DataBank IMX all reasonable assistance with such claim and that the claim does not arise as a result of the use of the Materials in combination with any equipment or programs not supplied or approved by DataBank IMX or any Licensee modifications or the Source Materials relating thereto. DataBank IMX shall have the right to replace or change all or any part of the Materials in order to avoid any infringement. The foregoing states the entire liability of DataBank IMX to the Licensee in respect of the infringement of the Intellectual Property Rights of any third party.

8) Termination

- a) Either party may terminate this Agreement and the License herein at any time by giving at least thirty (30) days' prior written notice to the other party.
- b) DataBank IMX may terminate the License forthwith on giving notice in writing to the Licensee if:
 - a) The Licensee commits any breach of any term of this Agreement and (in the case of a breach capable of being remedied) shall have failed, within thirty (30) days after the receipt of a request in writing from DataBank IMX so to do, to remedy the breach.
 - b) The Licensee permanently discontinues the use of the Material; or the Licensee shall have a receiver or administrative receiver appointed of it or over any part of its undertaking or assets or shall pass a resolution for winding up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction shall make an order to that effect or if the Licensee shall enter into any voluntary arrangement with its creditors or shall become subject to an administration order or shall cease to carry on business.
- c) Forthwith upon the termination or expiry of the License, DataBank IMX grants to the Licensee a nonexclusive, perpetual license to use any Materials that were accessible during the term of this Agreement. Such use shall be in accordance with the provisions of this Agreement, which provisions shall survive any termination of this Agreement.
- d) Any termination of the License or this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

9) Reinstatement of Software and Maintenance Agreements

- a) In the event that Software Maintenance lapses, upon the recommencement of Software Maintenance, a reinstatement and lapsed-support fee will be assessed. The reinstatement and lapsed-support fee is equal to one hundred (100) percent of the support fee that would have been incurred for the period from the date the Software Maintenance lapsed to the reinstatement date. Applicable renewal adjustments are applied to the reinstatement and lapsed-support fee and go-forward support fee.

- b) In the event that Software License Agreement lapses, upon the recommencement of Software License Agreement a fee will be assessed. The reinstatement and lapsed fee is equal to one hundred (100) percent of the current product price.

10) Limitation of Liability

- a) Notwithstanding any other provision to the contrary in this agreement, the liability of either party for any action, for any loss or injury arising out of, connected with, or resulting from the performance or breach of this agreement or the use, performance or nonperformance of the software shall not exceed the amount of the fees actually paid to databank imx hereunder during the twelve (12) month period immediately preceding the loss or injury.
- b) In no event shall either party be liable to the other for any indirect, special, incidental, cover, exemplary, punitive, or consequential damages arising from the performance or nonperformance of its obligations under this agreement or the use, performance, or nonperformance of the software including, but not limited to, loss of business or economic opportunity; loss of profits, loss of data, or loss of goodwill. DataBank IMX shall not be liable to the Licensee for any loss arising out of any failure by the Licensee to keep full and up-to-date security copies of the computer programs and data it uses in accordance with best computing practice.
- c) Databank takes commercially reasonable steps to design its software to protect the security of data submitted by users, but it does not and cannot guarantee that its software is 100% secure from hacking or unauthorized access. Further, databank does not control the servers on which its portal will be hosted, or the computers, devices, or the internet over which users may choose to enter confidential or personal information. Databank therefore cannot prevent interceptions or compromises to user data while in transit to provider, nor can databank prevent all unauthorized access to cook county's computer networks or the data stored on cook county's computer networks. Databank makes no guarantee as to the security, integrity, or confidentiality of any information transmitted by means of databank's software or portal. Cook County understands and acknowledges that it is responsible for maintaining the security of its computer networks, and it agrees to defend and indemnify databank against any third party claim brought against databank that arises from or relates to hacking, a breach of security, or other unauthorized access to data submitted through databank's software or portal.
- d) The parties' respective obligations under this Agreement are the sole and exclusive remedies for any breach or default under this Agreement and for any other claims related to the Software. The parties hereto each agree and understand that the exclusive remedies provided in this Agreement allocate risks of the Software's nonconformity between the parties as authorized by the Uniform Commercial Code and other applicable law. The license fees hereunder reflect this allocation of risk and the limitation on liability, including the exclusion of consequential damages from this Agreement.

11) Miscellaneous

- a) The Licensee shall not be entitled to assign, sublicense or otherwise transfer the License whether in whole or in part, without the prior written consent of DataBank IMX
- b) Notwithstanding anything else contained in this Agreement, neither party shall be liable for any delay in performing its obligations hereunder if such delay is caused by circumstances beyond its reasonable control (including without limitation any delay caused by any act or omission of the other party).
- c) No forbearance, delay or indulgence by either party in enforcing the provisions of this Agreement shall prejudice or restrict the rights of that party nor shall any waiver of its rights operate as a waiver of any

- d) subsequent breach and no right, power or remedy herein conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party and each such right, power or remedy shall be cumulative.
- e) This Agreement supersedes all prior agreements, arrangements and understandings between the parties and constitutes the entire agreement between the parties relating to the subject matter hereof. No addition to or modification of any provision of this Agreement shall be binding upon the parties unless made by a written instrument signed by a duly authorized representative of each of the parties. This Agreement shall also supersede any other DataBank IMX license agreement or document of similar import with respect to the Materials, including but not limited to any click wrap, shrink-wrap or browse wrap agreement. If any such document are purported to be accepted, such document shall have no force or effect and the terms and conditions of this Agreement shall govern. This Agreement shall not supersede any agreements, arrangements and understandings between the parties concerning any professional services relating to the Materials, including but not limited to installation that DataBank delivers under other another agreement with Licensee
- f) Notwithstanding that the whole or any part of any provision of this Agreement may prove to be illegal or unenforceable the other provisions of this Agreement and the remainder of the provision in question shall remain in full force and effect.
- g) All notices which are required to be given hereunder shall be in writing and shall be sent to the address of the recipient set out in this Agreement or such other address as the recipient may designate by notice given in accordance with the provisions of this clause. Any such notice may be delivered personally or by first class pre-paid letter or facsimile transmission and shall be deemed to have been served if by hand when delivered, if by first class post forty eight (48) hours after posting and if by facsimile transmission when dispatched.
- h) This Agreement shall be governed by and construed in accordance with Illinois law. Any dispute, which may arise between the parties concerning this Agreement, shall be determined by the State courts located within Cook County, Illinois and the parties hereby submit to the exclusive jurisdiction of the State courts located within Cook County, Illinois for such purpose.

12) Maintenance Services

Licensee may subscribe to the maintenance agreement by paying the annual maintenance fee. The maintenance fee for each successive one-year term shall be due and payable no later than the last day of the current term. Licensee may be required to pay an additional fee if maintenance services lapse and subsequently resumed. Licensee purchasing additional software or modules during the current term of their maintenance agreement may be required to pay additional maintenance fees for the additional software or modules.

13) Term and Renewal

The maintenance agreements for software have a one year term beginning on the date the software is shipped. Maintenance agreements will automatically terminate: (i) upon termination of the Software License Agreement; and (ii) in the event that Licensee fails to pay the then current Maintenance Fee when due. The current and last version are the supported versions of the software/product. Licensee may thereafter renew Maintenance Services on an annual basis by paying the applicable Maintenance Fee, unless DataBank IMX notifies Licensee at least thirty (30) days before the expiration of the initial Term or

any renewal term of its intent not to renew Maintenance Services

14) Support and Maintenance Services

During the term of this agreement, DataBank IMX will provide Licensee the following standard maintenance services for the software/product.

- 1) Defect
- 2) New versions
- 3) Software releases
 - i. Maintenance releases
 - ii. Minor releases
 - iii. Major releases

b) Custom Programming Services

DataBank IMX may provide Custom Programming Services to Licensee as a separate Agreement that specifies the Custom Programming Services to be provided by DataBank IMX and the fee for the services; such separate agreement must be procured in compliance with Cook County's Procurement Code. Custom Programming Services shall include, but are not limited to, development of custom computer programs and installation, training, and maintenance with respect to such computer programs.

c) Charged For Enhancements

DataBank IMX may make available to Licensee Charged for Enhancements to the Software/Product. Charged for Enhancements will require an Agreement separate from the Maintenance Agreement; such separate agreement must be procured in compliance with Cook County's Procurement Code.

d) Support

Support is available during normal business hours, Monday through Friday, 8:00 am – 8:00 pm U.S. Eastern Standard Time (excluding weekends and U.S. holidays) via telephone, email or Online Portal.

- (1) U.S. Toll Free: 1-866-590-5545
- (2) Email: support@databankimx.com
- (3) Online Portal: <http://support.databankimx.com>

15) Exceptions

The following are not covered by basic maintenance:

- a) Any problem resulting from the misuse, improper user, alteration, or damage of the Software.
- b) Any problem caused by modifications in any version of the Software not made or authorized by DataBank IMX.
- c) Any problem resulting from the combination of the Software with such other programming or equipment to the extent such combination has not been approved by DataBank IMX.

- d) Defects in any version of the Software other than the most recent Release, provided that DataBank IMX will continue to support superseded Releases for a reasonable period, not to exceed ninety (90) days, sufficient for Licensee to implement the newest Release.

The Licensee will be responsible to pay DataBank IMX's normal charges and expenses for time or other resources provided by DataBank IMX to correct any problems unrelated to a defect with the software, provided that the aforementioned is procured in compliance with the Cook County Procurement Code. In addition, the Licensee is responsible for procuring, installing, and maintaining all equipment, communications interfaces, and other hardware necessary to operate the Software and to obtain maintenance services from DataBank IMX.

Binding Affects and Agreements

This agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Neither party may assign its rights or obligations under this Software License and Maintenance Agreement, in whole or in part, to any other person or entity without the prior written consent of the other party. Any change in control resulting from an acquisition, merger or otherwise shall constitute an assignment under the terms of this provision. Any assignment made without compliance with the provisions of this section shall be null and void and of no force or effect.

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

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

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

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

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

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

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

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

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

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

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

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

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

Lobbyist means any person who lobbies.

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

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

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2

CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in subparagraphs (1) through (6) above.

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

THE APPLICANT HEREBY CERTIFIES THAT: *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

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

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

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

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

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

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name	Address
n/a	
_____	_____
_____	_____

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

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

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

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

65 E. Wacker Place, Suite 330

Chicago, IL 60601

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

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

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

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

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the Applicant or Stock/Beneficial Interest Holder

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name DataBank
 D/B/A: DataBank FEIN NO.: 25-1921937
 Street Address: 65 East Wacker Place
 City: Chicago State: IL Zip Code: 60601
 Phone No.: 312-284-2480 Fax Number: _____ Email: rlane@databankimx.com

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) _____

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
Svoboda Captitol	Chicago, IL	70%
Charles Bauer	Melbourne, FL	10%
Richard Aschman	Laconia, NH	10%

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
Charles Bauer	King of Prussia, PA	President	
Sandy Brunner	King of Prussia, PA	Treasurer	
Richard Aschman	King of Prussia, PA	Secretary	

Declaration (check the applicable box):

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Rich Lane
Name of Authorized Applicant/Holder Representative (please print or type)
MSL
Signature
rlane@atabankimx.com
E-mail address

Area SVP
Title
9/1/2015
Date
312-284-2480
Phone Number

Subscribed to and sworn before me
this 1 day of Sept 2015
X _____
Notary Public Signature

My commission expires: 11.16.2015
"OFFICIAL SEAL"
S. SHAH
Notary Public, State of Illinois
MY COMMISSION EXPIRES 11/16/2015

"This is an original document"

MSL Richard E. Lane

State of Illinois - County of Cook
Signed and attested before me on 9/1/2015 (Date) by



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

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

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

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

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

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

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

Additional Definitions:

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

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

COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM

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

Name of Person Doing Business with the County: DataBank

Address of Person Doing Business with the County: 65 East Wacker Place, Chicago, IL 60601

Phone number of Person Doing Business with the County: 312-284-2480

Email address of Person Doing Business with the County: rlane@atabankimx.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:

Rich Lane

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

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

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

1388-12983

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 1,211,984.14

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: _____

Hermine Wise, Contract Negotiator, 312-603-3950

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: Steve Edmunson, CIO, Treasurer Office -312-603-6951

Derrick Thomas, Director of Application Dev, BOT-312-603-3120

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.

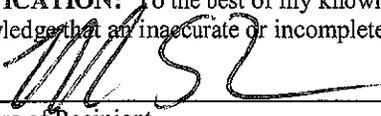
Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial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

8/27/2015
Date

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

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

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

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

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

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

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

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

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

I. Contract Information:

Contract Number: 1388-12983
County Using Agency (requesting Procurement): _____

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): DataBank
Substantial Owner Complete Name: Chuck Bauer
FEIN# 25-1921937
Date of Birth: 9/17/1952 E-mail address: _____
Street Address: 110 Warsteiner Way
City: Melbourne Beach State: FL Zip: 32951
Home Phone: (407) 353--6048 Driver's License No: B600150523370

III. Compliance with Wage Laws:

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

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

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

IV. Request for Waiver or Reduction

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

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

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

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

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

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

V. Affirmation

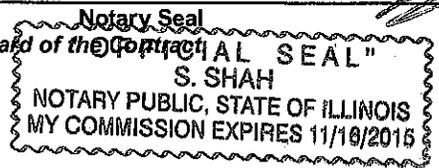
The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: MSZ Date: 9/1/2015

Name of Person signing (Print): Richard E. Lane Title: Area SVP

Subscribed and sworn to before me this 1 day of Sept, 2015

X [Signature]
Notary Public Signature



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

"This is an original document"
MSZ

State of Illinois - County of Cook
Signed and attested before me on 9/1/2015 (Date) by

Richard E. Lane

SECTION 5

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

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

Execution by Corporation

Corporation's Name

President's Printed Name and Signature

Telephone

Email

Secretary Signature

Date

Date Bank IMX LLC
LLC Name

Execution by LLC

Richard E. Lane, MSZ
*Member/Manager Printed Name and Signature

11/2/2015
Date

312-284-2480
Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

*Partner/Joint Venturer Printed Name and Signature

Date

Telephone and Email

Execution by Sole Proprietorship

Printed Name Signature

Assumed Name (if applicable)

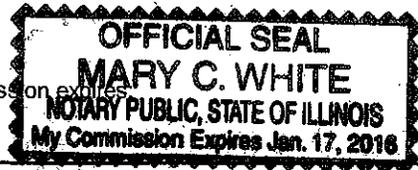
Date

Telephone and Email

Subscribed and sworn to before me this 2 day of November, 2015.

Mary C. White
Notary Public Signature

My commission expires _____
Notary Seal



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



OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ

DIRECTOR

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

TONI PRECKWINKLE

PRESIDENT

Cook County Board
of Commissioners

RICHARD R. BOYKIN

1st District

ROBERT STEELE

2nd District

JERRY BUTLER

3rd District

STANLEY MOORE

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5th District

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PETER N. SILVESTRI

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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

October 28, 2015

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

Re: Contract No. 1388-12983 (Amendment No. 2)
Re-Engineering and OnBase System Implementation
Board of Review and Bureau of Technology

Dear Ms. Andrews:

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 Ordinance. After careful review it has been determined that, this amendment is responsive to the Ordinance.

Bidder: DataBank IMX, LLC

Original Contract Value: \$780,660.00

Increased Contract Value: \$308,316.14 (Amendment No. 1)

New Contract Value: \$1,088,976.14

Increased Contract Value: \$123,008.00 (Amendment No. 2)

New Contract Value: \$1,211,984.14

Contract Goal: 35%MBE/WBE

Full MBE/WBE Waiver Granted: Due to other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms as the services requested under this amendment include software and maintenance that are only provided by the vendor.

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

Sincerely,

Jacqueline Gomez
Contract Compliance Director

JG/ate

Cc: Hermine Wise, OCPO
Christopher Boran, BOT
Ernestine Pointer, BOR

PETITION FOR WAIVER OF MBE/WBE PARTICIPATION – FORM 3

A. BIDDER/PROPOSER HEREBY REQUESTS:

FULL MBE WAIVER

FULL WBE WAIVER

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

_____ % of Reduction for MBE Participation

_____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

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

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

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

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

D. OTHER RELEVANT INFORMATION

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



Imaging and Information Solutions

August 28, 2015

Hermine Wise
Contract Negotiator - Procurement
118 N. Clark Street
Room 1018
Chicago, IL 60602

RE: Explanation for petition for waiver of MBE\WBE Participation – contract amendment

Dear Ms. Wise:

This letter is intended to accompany the Petition for Waiver of MBE/WBE Participation that DataBank has completed related to a contract amendment associated with contract number 1388-12983.

A contract amendment has been developed to support the purchase of portal software and software maintenance for the Treasurer project (Contract 1388-12983, Amendment 1) and the Board of Review project (Original Contract 1388-12983).

DataBank is asking for a waiver of MBE\WBE participation for this particular amendment as it includes software and maintenance that is not available on any other contract (i.e. CDWG) and does not include any professional services. DataBank has been compliant with the MBE\WBE goal of 35% on all other portions of this contract and contract amendments. Regarding this particular amendment, there is no ability for a MBE\WBE firm to participate as only DataBank can provide this software and related services.

Sincerely,

Richard E. Lane
Area SVP
DataBank

DataBank IMX
www.databankimx.com
65 E. Wacker Place, Suite 330
Chicago, IL 60601
Tel: 800-346-1352 Fax: 219-395-2428

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.cookcountvill.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.**



December 16, 2014

Renee Milton, M.A., CPPB
Senior Contract Negotiator
Cook County
Office of the Chief Procurement Officer
118 N. Clark Street, Suite 1018
Chicago, IL 60602

RE: Cook County Contract No. 1388-12983

Dear Ms. Renee Milton,

Pursuant to a Board resolution and with the authority as an officer and CEO of the Company, I authorize Rich Lane to sign any and all documents necessary to bind DataBank IMX, LLC to contract amendments or any other related documents associated to Cook County contract number 1388-12983.

In addition, please mail or e-mail all future proposed contract amendments and related documents to:

Attention: Rich Lane
DataBank IMX, LLC
65 E. Wacker Place, Suite 330
Chicago, IL 60601
rlane@databankimx.com

Sincerely,

A handwritten signature in black ink, appearing to read "Chuck Bauer".

Chuck Bauer
Co-founder & CEO
DataBank IMX, LLC