AMENDMENT NO. 2

This Amendment modifies Contract No. 1441-13235 for Computer Software Maintenance of the 20/20 Perfect Vision Land Records Management System by and between the County of Cook, Illinois, herein referred to as "County" and ACS Government Record Services, Inc., 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 Chief Procurement Officer on July 10, 2014, (hereinafter referred to as the "Contract"), wherein the Contractor is to provide Computer Software Maintenance of the 20/20 Perfect Vision Land Records Management System (hereinafter referred to as the "Services") from December 1, 2013 through November 30, 2014, in an amount not to exceed $85,000.00; and

Whereas, Amendment # 1 was executed on April 6, 2015 for twelve (12) months beginning December 1, 2014 through November 30, 2015 and an increase in the amount of $85,000.00; and

Whereas, the Contract will expire November 30, 2015, and the agreed upon Supplies or Services are still required; and

Whereas, an renewal is desired for the continuation of Services or Supplies; and

Whereas, an increase in the amount of $85,000.00 is required for the continuation of Services or Supplies; and

Whereas, the County and Contractor desire to renew the Contract for twelve (12) months beginning December 1, 2015 through November 30, 2016.

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 November 30, 2016.

2. The Contract is increased by $85,000.00 and the Total Contract Amount is revised to $255,000.00.

3. GC-06 Payment, of the Agreement is deleted in its entirety and 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.

4. 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."

5. The attached Schedule A is incorporated and made a part of this Contract.

6. The attached Economic Disclosures Statement, Identification of Sub-Contractor/Supplier/Sub-Consultant and MBE/WBE Utilization Plan forms are incorporated and made a part of this Contract.

7. 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

By: _____
Chief Procurement Officer

By: N/A
State's Attorney (if applicable)

Date: 27 March 2016

ACS Government Record Services, Inc.

_____
Signed

Louis Schiavone, Jr.
Type or print name

VP and Managing Director
Title

Date: February 9, 2016

SCHEDULE A
STATEMENT OF WORK

This Statement of Work is incorporated in the Services Agreement ("Agreement") by and between Government Records Services, Inc. ("ACS") and Cook County, Illinois, ("Client").

A. SCOPE OF SERVICES

ACS RESPONSIBILITIES

ACS shall provide application software maintenance and support services for the 20/20 Perfect Vision System to the Cook County Recorder of Deeds.

1. ACS is responsible for all aspects of the 20/20 Perfect Vision Application Software including but not limited to installation, upgrade, configuration, and program extensions. ACS is the single point support interface for any problem regarding the 20/20 Perfect Vision application software.

2. ACS will keep a problem log that will contain all customer requests, the date of the request, the name of the person submitting the request, and the amount of time it took ACS to resolve the issue.

3. ACS will notify Client of the most current 20/20 Perfect Vision revisions or any existing known problems in the Software. ACS will be responsible for the installation of any 20/20 Perfect Vision changes, fixes or upgrades.

4. ACS will use reasonable efforts to expeditiously correct errors in 20/20 Perfect Vision caused by a defect or malfunction that prevents Client from operating 20/20 Perfect Vision in an optimal manner.

5. ACS, with Client's approval, shall choose the method to correct or replace any applicable portion of the 20/20 Perfect Vision Application. These methods may include, but are not limited to, telephone, internet and on-site visit.

6. Software installed on Client-owned hardware equipment will be modified only with the authorization of the Client.

7. All ACS provided software including updates and releases shall be packaged using an agreed upon methodology compatible with the Client's standards, and include documentation containing installation instructions and required application configuration settings.

8. Upgrades will be performed and tested. Acceptance testing shall be performed. Upgrades will be moved to production only after a favorable acceptance test and approval by the Client.

9. ACS will be responsible for the implementation of any Federal, Illinois, or Cook County mandates that may affect the recording of documents or the collection and

distribution of revenue. ACS will implement the mandates in advance of their required dates.

10. ACS will provide unlimited amount of onsite training as required and when requested the by the Client.

11. ACS will make a minimum of four (4) 2 day onsite visits to work with Client personnel throughout the maintenance period outlined below. The agenda for such visits will be set by the Client.

CLIENT RESPONSIBILITIES

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

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

B. PAYMENT AND RATES

The total renewal price of contract number 12-90-347 for 20/20 Perfect Vision application software support and maintenance services is **$85,000.00.**

Additional services not covered by this Agreement will be priced on a Professional Services basis at the preferred customer rate of $150.00 per person hour (billed in hourly increments).

ATTACHMENTS

Economic Disclosures Statement,

Identification of Sub-Contractor/Supplier/Sub-Consultant and

MBE/WBE Utilization Plan

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

OCPO ONLY:
○ Disqualification
○ Check Complete

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

Bid/RFP/RFQ No.: **1441-13235**	Date: **2/9/16**
Total Bid or Proposal Amount: **$255,000**	Contract Title: **Computer Software Maintenance of the 20/20 Perfect Vision Land Records Management System**
Contractor: **Government Records Services, Inc.**	Subcontractor/Supplier/ Subconsultant to be added or substitute: **N/A**
Authorized Contact for Contractor: **Joseph Buczakowski**	Authorized Contact for Subcontractor/Supplier/ Subconsultant: **N/A**
Email Address (Contractor): **joe.buczakowski@xerox.com**	Email Address (Subcontractor): **N/A**
Company Address (Contractor): **8600 Harry Hines Blvd. Suite 300**	Company Address (Subcontractor): **N/A**
City, State and Zip (Contractor): **Dallas, TX 75235**	City, State and Zip (Subcontractor): **N/A**
Telephone and Fax (Contractor) **214-902-5000 / 214-902-5058**	Telephone and Fax (Subcontractor) **N/A**
Estimated Start and Completion Dates (Contractor)	Estimated Start and Completion Dates (Subcontractor) **N/A**

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

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

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

Contractor **Government Records Services, Inc.**

Joseph Buczakowski
Name

Director
Title

Prime Contractor Signature

2/9/2016
Date

PETITION FOR WAIVER OF MBE/WBE PARTICIPATION – FORM 3

A. BIDDER/PROPOSER HEREBY REQUESTS:

[X] **FULL MBE WAIVER** [X] **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)**

[X] (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)**

[X] (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.

OFFICE OF CONTRACT COMPLIANCE
JACQUELINE GOMEZ
DIRECTOR
118 N. Clark, County Building, Room 1020 ⊙ Chicago, Illinois 60602 ⊙ (312) 603-5502

TONI PRECKWINKLE
PRESIDENT
Cook County Board of Commissioners

RICHARD R. BOYKIN
1st District

ROBERT STEELE
2nd District

JERRY BUTLER
3rd District

STANLEY MOORE
4th District

DEBORAH SIMS
5th District

JOAN PATRICIA MURPHY
6th District

JESUS G. GARCIA
7th District

LUIS ARROYO, JR
8th District

PETER N. SILVESTRI
9th District

BRIDGET GAINER
10th District

JOHN P. DALEY
11th District

JOHN A. FRITCHEY
12th District

LARRY SUFFREDIN
13th District

GREGG GOSLIN
14th District

TIMOTHY O. SCHNEIDER
15th District

JEFFREY R. TOBOLSKI
16th District

SEAN M. MORRISON
17th District

February 11, 2016

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

Re: Contract No. 1441-13225 (Amendment No. 2)
Computer Software Maintenance
Recorder of Deeds

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 (MBE/WBE) Ordinance. After careful review, it has been determined this amendment is responsive to the Ordinance.

Bidder: ACS Government Record Services, Inc.
Original Contract Value: $85,000.00
Increased Contract Value: $85,000.00 (Amendment No. 1)
New Contract Value: $170,000.00
Contract Extension: 12 months
New Contract Term: December 1, 2014 through November 30, 2015
Increased Contract Value: $85,000.00 (Amendment No. 2)
New Contract Value: $255,000.00
Contract Extension: 12 months
New Contract Term: December 1, 2015 through November 30, 2016
Contract Goal: 35% MBE/WBE

Full MBE/WBE Waiver Granted: Due to the specification 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.

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: Tangela Malloy, OCPO
Carolyn Wilhight, ROD

CONTRACT NO.

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
6	Cook County Signature Page	EDS 18

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

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

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

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

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

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

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

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

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

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

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

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

Lobbyist means any person who lobbies.

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

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

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

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

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

INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

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

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

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

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

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

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

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. **DELINQUENCY IN PAYMENT OF TAXES**

THE APPLICANT HEREBY CERTIFIES THAT: *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, 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.

CONTRACT NO.

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:_____ No: X

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: 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) __X__ The Applicant owns no real estate in Cook County.

5. **EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.**

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

_____

_____

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

CONTRACT NO.

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 [X] Applicant or [ ] Stock/Beneficial Interest Holder

This Statement is an: [X] Original Statement or [ ] Amended Statement

Identifying Information:

Name Government Records Services, Inc.

D/B/A: _____ FEIN NO.: 75-2511535

Street Address: 8600 Harry Hines Blvd., Suite 300

City: Dallas State: Texas Zip Code: 75235

Phone No.: 214-902-5000 Fax Number: 214-902-5058 Email: _____

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

Corporate File Number (if applicable): _____

Form of Legal Entity:

[ ] Sole Proprietor [ ] Partnership [X] Corporation [ ] Trustee of Land Trust

[ ] Business Trust [ ] Estate [ ] Association [ ] Joint Venture

[ ] Other (describe) _____

CONTRACT NO.

Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder
None		

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

Name of Agent/Nominee	Name of Principal	Principal's Address
None		

3. Is the Applicant constructively controlled by another person or Legal Entity? [ ] Yes [**X**] 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
David Amoriell ,12410 Milestone Center Drive, Germantown, MD 20876, President			
Louis Schiavone, Jr., 8260 Willow Oaks Corp Drive, Fairfax, VA 22031, Vice President			
J. Michael Peffer, 2828 N. Haskell Ave., Dallas, TX 75204, Secretary			
Rohit Philip, 45 Glover Avenue, Norwalk, CT 06850, Treasurer			

Declaration (check the applicable box):

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

[ ] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

CONTRACT NO.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

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

Director
Title

Signature

1-20-2016
Date

Joe.Buczakowski@xerox.com
E-mail address

214-902-5000
Phone Number

Subscribed to and sworn before me
this 20th day of January 2016.

My commission expires: February 11, 2019

X Karen R Waldrum
Notary Public Signature

Notary Seal

NOTARY PUBLIC STATE OF TEXAS
KAREN R WALDRUM
My Commission Expires
February 11, 2019

CONTRACT NO.

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

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

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

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

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

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

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

Additional Definitions:

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

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

CONTRACT NO.

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: Government Records Services, Inc.

Address of Person Doing Business with the County: 8600 Harry Hines Blvd., Suite 300, Dallas, TX 75235

Phone number of Person Doing Business with the County: 214-902-5000

Email address of Person Doing Business with the County: _____

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:
Joseph Buczakowski, Director, Joe.Buczakowski@xerox.com, 214-902-5000

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: _____

1441-13235

The aggregate dollar value of the business you are doing or seeking to do with the County: $ **$255,000**

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: **James Gleffe, Chief Legal Counsel for the Cook County Recorder of Deeds, (312) 603-3096, james.gleffe@cookcounty.il.gov**

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: **Alexander Kantas, Director of Management Information for the Cook County Recorder of Deeds, (312) 603-4771, alexander.kantas@cookcountyil.gov**

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.

CONTRACT NO.

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*

CONTRACT NO.

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

1-20-2016
Date

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

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

CONTRACT NO.

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: **1441-13235**

County Using Agency (requesting Procurement): **Cook County Recorder of Deeds**

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Government Records Services, Inc.

Substantial Owner Complete Name: _____

FEIN# **75-2511535**

Date of Birth: _____ E-mail address: _____

Street Address: **8600 Harry Hines Blvd., Suite 300**

City: **Dallas** State: **TX** Zip: **75235**

~~Home~~ Phone: (**214**) **902** - **5000** Driver's License No: _____

III. Compliance with Wage Laws:

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

Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., **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: _____ Date: 1-20-2016

Name of Person signing (Print): Joseph Buczakowski Title: Director

Subscribed and sworn to before me this 20th day of January, 20 16

X _____
Notary Public Signature

Notary Seal

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

NOTARY PUBLIC STATE OF TEXAS
KAREN R WALDRUM
My Commission Expires
February 11, 2019

CONTRACT NO.

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

Government Records Services, Inc.	**Joseph Buczakowski**
Corporation's Name	**Director's** ~~President's~~ Printed Name and Signature
214-902-5000	**Joe.Buczakowski@xerox.com**
Telephone	Email
Stephanie Gross	1-20-2016
~~Assistant~~ Secretary Signature	Date

Execution by LLC

LLC Name	*Member/Manager Printed Name and Signature
Date	Telephone and Email

Execution by Partnership/Joint Venture

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

Execution by Sole Proprietorship

Printed Name and Signature	Date
Telephone	Email

Subscribed and sworn to before me this
20th day of January, 2016.

My commission expires: February 11, 2019

Karen R Waldrum

Notary Public Signature

Notary Seal

KAREN R WALDRUM
My Commission Expires
February 11, 2019

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.

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS,

That Government Records Services, Inc., a Delaware corporation having its primary corporate offices at 2828 N. Haskell Avenue, Dallas, Texas 75204 ("the Corporation"), as principal, pursuant to the Bylaws of the Corporation, does hereby designate and appoint Joseph Buczakowski ("the Attorney") of the Corporation's office located in Syracuse, New York its true and lawful attorney, and in its name, place, and stead:

1. To negotiate, with reference to contracts and other obligations of the Corporation and all matters incidental thereto, with any person or commercial entity, the government of any city, township, or municipality of any state of the United States, or the government of any state of the United States, or the Government of the United States, with any public-benefit corporation and with any departments, officials, or agents thereof as may be concerned with the subject matter of any such negotiation, or any amendment or any cancellation of any such contract or any related document, and to execute such contract, amendment, or cancellation, and any or all such documents or instruments that the Attorney deems necessary or incidental thereto, including subcontracts and procurements incidental thereto, all in such form and containing such provisions as the Attorney shall determine proper, necessary, or advisable; and

2. To sign and deliver any and all releases, waivers, notices and certificates to be made by the Corporation under or in connection with any contract, transaction, or relationship with the above-named entities to which the Corporation is or shall be a party, which releases, waivers, notices, and certificates under the terms of such contracts, or by commercial custom or by law, may be signed on behalf of the Corporation by an Attorney-in-Fact; hereby revoking or canceling any and all other powers of attorney heretofore granted by the Corporation to the Attorney; and hereby approving, ratifying, and confirming in all respects all acts heretofore performed and steps heretofore taken by the Attorney for and in the name of the Corporation and on its behalf under any power of attorney hereby revoked, and all acts performed and steps taken by the Attorney for and in the name of the Corporation and on its behalf hereunder.

3. The foregoing authority and the appointment conveyed herein shall be limited to any matter, commitment, liability, contract, transaction, relationship, or other action on behalf of the Corporation not exceeding an estimated highest annual revenue of five hundred thousand dollars ($500,000) or a highest annual fixed expenditure commitment greater than five hundred thousand dollars ($500,000).

This Power of Attorney may not be re-delegated and shall be construed to continue in full force and effect as to any person dealing with the Attorney up to and including the first of the following: (i) termination of the Attorney's employment with the Corporation; (ii) revocation of this Power of Attorney, either by the action of any officer of the Corporation duly authorized to execute this Power of Attorney or by a resolution of the Corporation's Board of Directors; or (iii) March 31, 2016.

Dated: March 10, 2014
ATTEST:

By: _____
David A. Amoriell
President
Government Records Services, Inc.