

AMENDMENT NO. 4

This Amendment modifies Contract No. 2053-18209, for Juvenile Resident and Management Information System by and between the County of Cook, Illinois, herein referred to as "County" and Harris Corrections Solutions, 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 Cook County Board of Commissioners on May 21, 2020, (hereinafter referred to as the "Contract"), wherein the Contractor is to provide Juvenile Resident and Management Information System (hereinafter referred to as the "Services") from June 1, 2020 to May 31, 2023, in an amount not to exceed \$2,046,619.00, with one (1) one-year renewal option; and

Whereas, Amendment No. 1 was authorized by the County Board on May 25, 2023 to renew the Contract for one (1) year beginning June 1, 2023 through May 31, 2024 and increase in the amount of \$521,979.00 and the Total Contract Amount was revised to \$2,568,598.00; and

Whereas, Amendment No. 2 was executed by the Chief Procurement Officer on July 11, 2024 to extend the Contract for three (3) months beginning June 1, 2024 through August 31, 2024 and increase the Contract in the amount of \$149,054.00 and the Total Contract Amount was revised to \$2,717,652.00; and

Whereas, Amendment No. 3 was executed by the Chief Procurement Officer on September 6, 2024 to extend the Contract for three (3) months beginning September 1, 2024 through November 30, 2024; and

Whereas, an increase of the Contract amount is required for the continuation of Services; and pursuant to Article 10 Section C of the Contract, the County and Contractor desire to increase the Contract in the amount of \$183,707.50.

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 \$183,707.50 and the Total Contract Amount is revised to \$2,901,359.50.
2. The Contract is hereby amended to incorporate Attachment A, Quote for 3-Month Extension, and made part of the Contract.
3. The attached updated Identification of Sub-Contractors/Suppliers/Sub-Consultants Form, MBE/WBE Utilization Plan forms, Certificate of Insurance, and Economic Disclosures Statement under Attachment B are incorporated and made a part of this Contract.
4. All other terms and conditions remain as stated in the Contract.

Remainder of page intentionally left blank

In witness whereof and pursuant to County Board approval on September 19, 2024 the County and Contractor have caused this Amendment No. 4 to be executed on the date and year last written below.

County of Cook, Illinois

By: Raffi Sarrafian
Digitally signed by Raffi Sarrafian
Date: 2024.10.11 10:27:49 -05'00'
Chief Procurement Officer

Date: _____

By: James Beligratis
State's Attorney
James Beligratis
Type or print name

Date: 9/5/24

Harris Corrections Solutions, Inc.

Jeff Bender
Jeff Bender (Aug 23, 2024 16:19 EDT)

Signed
Jeff Bender
Type or print name

CEO
Title

Date: August 23, 2024






Amendment 4 - CCSO JTDC

Final Audit Report

2024-08-23

Created:	2024-08-23
By:	Paz Carpi (pcarpi@harriscomputer.com)
Status:	Signed
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"Amendment 4 - CCSO JTDC" History

-  Document created by Paz Carpi (pcarpi@harriscomputer.com)
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ATTACHMENT A



Quote August 05, 2024

Cook County Juvenile Temporary Detention
Offender360 Maintenance, Subscription and Enhancement Services Plan
Contract No. 2053-18209
Quote for 3-Month Extension

Cook County JTDC has requested to execute a 3-Month extension for this contract. This renewal option will extend the contract from September 1, 2024 to November 30, 2024. HCOR is providing this document as quote for the renewal of the existing services. The purpose of this extension is to provide Cook County with sufficient time to review and execute a new 3-year contract for these services.

Offender360 Software Maintenance

Standard maintenance for Offender360 includes making available to Licensee (Cook County) service packs and hotfixes. Below is an outline of the fixed cost quote for the extended Maintenance Plan. The maintenance plan includes ISV licensing for Offender360, North52, KingswaySoft, Smarty Streets and Neodynamic. Cook County JTDC will purchase the Microsoft Dynamics software through the County's Enterprise Agreement with Microsoft.

Maintenance includes the current on-premises licenses for Offender360, North52 and Smarty Streets and Neodynamic. The Offender360 Support Services provide break fix and incident management support for RMIS. HCOR will provide level 3 break/fix and support, to respond to Customer Care requests. Hours will be accumulated in 15-minute increments.

Maintenance Plan	Product	Cost
Maintenance Plan	Offender360	24,385.75
Support Services		\$10,560.00
Total		\$34,945.75

Offender360 Software Enhancement Services

Enhancement services will be provided to conduct the remediation activities so that RMIS will be TLS 1.2 compliant on or before the end of support by Microsoft for TLS 1.0 and TLS 1.1. During the term of this 3-month extension the focus of the TLS remediation activities will be on the following items:

- Server environment configuration
- DynamicConnect – upgrade
- Browser Upgrade – CRM and Javascript
- Guardian
- Camera Workstation
- Website update – Resident photo's (iframe)

Maintenance Plan	Product	Cost
Enhancement Professional Services	Offender360	\$72,864
Total		\$72,864



Quote August 05, 2024

Offender360: Cornerstone on Demand - LMS Subscription Services

Subscription services for the licensing, maintenance, support and hosting of Cornerstone software for the term described in the table below.

CSOD LMS Extension to Software Subscription	Terms	Cost
3 months of Cornerstone LMS licensing	9/1/24 – 11/30/24	\$7,725.75
Total		\$7,725.75

Concerto Cloud Services

Concerto Cloud Services Enhancement will be provided by Enavate for the term of this extension. These services will be provided in accordance with Exhibit 3 of the contract which was amended in Year 4.

Concerto Cloud Services	Terms	Cost
Hosting Services (\$22,724 per month)	9/1/24 – 11/30/24	\$ 68,172.00
Total		\$ 68,172.00

Cost Summary

Below is a summary outline of the fixed cost quote for the software subscription and maintenance, incident management support, annual enhancement services, the RMIS migration project and hosting services described herein.

Product	Description	Cost
Offender360	Software Maintenance and Support Fees	\$34,945.75
Offender360- Enhancement Services	Enhancement Services	\$ 72,864.00
Offender360 – Cornerstone on Demand LMS	Subscription License Maintenance, Support	\$ 7,725.75
Concerto Cloud Services	Hosting Services	\$ 68,172.00
Total		\$183,707.50

If you have any questions or other requests, please contact me directly. Delbert Gibson, dgibson2@harriscomputer.com or 248-894-3533. The pricing in this quote remains valid through August 31, 2024.

Best Regards,

Delbert Gibson
 Sr. Account Executive
 Harris Corrections Solutions Inc.

Contract No. 2053-18209 Amendment No. 4
Vendor Name: Harris Corrections Solutions, Inc.

ATTACHMENT B

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

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

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

Bid/RFP/RFQ No.: 2053-18209	Date: August 22, 2024
Total Bid or Proposal Amount: \$2,901,359.50	Contract Title: Juvenile Resident Management Information System
Contractor: Harris Corrections Solutions Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute: DXC Technology, LLC
Authorized Contact for Contractor: Kerry Lynn	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Scott Leslie
Email Address (Contractor): klynn@harriscomputer.com	Email Address (Subcontractor): charles.leslie@dx.com
Company Address (Contractor): 2429 Military RD #300	Company Address (Subcontractor): Suite 231, 20408 Bashan Drive
City, State and Zip (Contractor): Niagara Falls, NY 14304	City, State and Zip (Subcontractor): Ashburn, Virginia, 20147
Telephone and Fax (Contractor): T: 604-910-1534 F: 604-251-9633	Telephone and Fax (Subcontractor): 703-245-9700
Estimated Start and Completion Dates (Contractor): Jun. 1, 2020 to Nov. 30, 2024	Estimated Start and Completion Dates (Subcontractor): Jun. 1, 2020 to Nov. 30, 2024

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

<u>Description of Services or Supplies of Subs</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Support and Licenses for CornerstoneOnDemand Learning Management Application	\$127,916.50

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

Harris Corrections Solutions Inc.

Contractor

Jeff Bender

Name

CEO

Title

August 23, 2024


Prime Contractor Signature

Date

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

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

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


Bid/RFP/RFQ No.: 2053-18209	Date: August 22, 2024
Total Bid or Proposal Amount: \$2,901,359.50	Contract Title: Juvenile Resident Management Information System
Contractor: Harris Corrections Solutions Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute: Enavate Holdings, LLC
Authorized Contact for Contractor: Kerry Lynn	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Carl-Peter Thorwid
Email Address (Contractor): klynn@harriscomputer.com	Email Address (Subcontractor): carl-peter.thorwid@enavate.com
Company Address (Contractor): 2429 Military RD #300	Company Address (Subcontractor): 7887 E Belleview Ave, #600
City, State and Zip (Contractor): Niagara Falls, NY 14304	City, State and Zip (Subcontractor): Englewood, CO 80111
Telephone and Fax (Contractor): T: 604-910-1534 F: 604-251-9633	Telephone and Fax (Subcontractor): 303-469-2346
Estimated Start and Completion Dates (Contractor): Jun. 1, 2020 to Nov. 30, 2024	Estimated Start and Completion Dates (Subcontractor): Jun. 1, 2020 to Nov. 30, 2024

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

<u>Description of Services or Supplies of Subs</u>	<u>Total Price of Subcontract for Services or Supplies</u>
IT Hosting Services for RMIS	\$1,666,120.00

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

Harris Corrections Solutions Inc.

Contractor	
Jeff Bender	
Name	
CEO	
Title	
	August 23, 2024
Prime Contractor Signature	Date






ISF Forms - Amendment #4

Final Audit Report

2024-08-23

Created:	2024-08-23
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"ISF Forms - Amendment #4" History

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OFFICE OF CONTRACT COMPLIANCE

NICOLE N. MANDEVILLE

DIRECTOR, CONTRACT COMPLIANCE

161 N. Clark – 23rd Floor • Chicago, Illinois 60601 • (312) 603-5502

TONI PRECKWINKLE

PRESIDENT

**Cook County Board
of Commissioners**

TARA STAMPS
1st District

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2nd District

BILL LOWRY
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STANLEY MOORE
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FRANK AGUILAR
16th District

SEAN M. MORRISON
17th District

August 28, 2024

Mr. Raffi Sarrafian
Chief Procurement Officer
161 N. Clark, Suite 2300
Chicago, IL 60601

Re: Contract No.: 2053-18209 Amendment 4
Juvenile Resident and Management Information System
Contractor: Harris Corrections Solutions, Inc.
Original Contract Term: June 1, 2020, through May 31, 2023, with one (1) year renewal option.
Original Contract Value: \$2,046,619.00
Amendment 1 extended the contract one year through May 31, 2024, and increases the contract value by \$521,979 from \$2,046,619.00 to \$2,568,598.00. Contract reassigned to Harris Corrections Solutions, Inc from UXC Eclipse (USA) LLC.
Revised Contract Term: June 1, 2020, through May 31, 2024
Revised Contract Value: \$2,568,598.00
Amendment 2 extended the contract three (3) months through August 31, 2024, and increased the contract value by \$149,054 from \$2,568,598.00 to \$2,717,662
Revised Contract Term: June 1, 2020, through August 31, 2024
Revised Contract Value: \$2,717,662
Amendment 3 extended the contract (3) months through November 30, 2024 with no change to contract value.
Revised Contract Term: June 1, 2020, through November 30, 2024
Amendment 4 increases the value of the contract by \$183,707.50 from \$2,717,652.00 to \$2,901,359.50 with no change to contract term.
Revised Contract Value: \$2,901,359.50
Sole Source – Professional Services
Participation Goal: 0% MBE/WBE
Juvenile Temporary Detention Center

Dear Mr. Sarrafian:

The Office of Contract Compliance is in receipt of the above-referenced contract amendment and has determined a 0% MBE/ WBE participation goal was recommended and does not require the Office of Contract Compliance to review for MBE/WBE compliance with the Minority- and Women- owned Business Enterprises (MBE/WBE) Ordinance.

Sincerely,

Jeanetta Cardine
Contract Compliance Deputy Director

JC/dbma

cc: Halyna Shuruk (Procurement)
Sharon McDowell (Juvenile Temporary Detention Center)
Tyrese Montgomery (Juvenile Temporary Detention Center)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER Marsh Canada Limited 120 Bremner Blvd., Suite 800 Attn: Canada.Certrequest@marsh.com Toronto, ON, M5J 0A8 CN102165922-sndrd-GAWUP-24-25 Harris	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Federal Insurance Company</td> <td></td> <td>20281</td> </tr> <tr> <td>INSURER B: Great Northern Insurance Company</td> <td></td> <td>20303</td> </tr> <tr> <td>INSURER C: ACE American Insurance Company</td> <td></td> <td>22667</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Federal Insurance Company		20281	INSURER B: Great Northern Insurance Company		20303	INSURER C: ACE American Insurance Company		22667	INSURER D:			INSURER E:			INSURER F:	
INSURER(S) AFFORDING COVERAGE		NAIC #																			
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INSURER C: ACE American Insurance Company		22667																			
INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED Harris Corrections Solutions Inc. 850 New Burton Road, Suite 201 City of Dover, DE 19904																					

COVERAGES **CERTIFICATE NUMBER:** HOU-004102682-16 **REVISION NUMBER:** 5

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: _____			9950-48-39 EUC	09/27/2024	09/27/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 25,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
								\$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			7360-03-97	09/27/2024	09/27/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			9365-24-30	09/27/2024	09/27/2025	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	71764342	09/27/2024	09/27/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Professional Liability Tech E&O & Cyber			D01813225	09/27/2024	09/27/2025	Limit	10,000,000
							SIR - \$5M	

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

RE: Developer for Corrections-Specific Management Software

County of Cook, its employees, elected officials, agents or representatives are included as additional insured where required by written contract with respect to general liability and auto liability. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions with respect to General Liability and Worker's Compensation

CERTIFICATE HOLDER

CANCELLATION

Cook County Office of the Chief Procurement Officer 118 N. Clark Street, Room 1018 Chicago, IL 60602-0000	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE of Marsh USA LLC</p> <p style="text-align: right;"><i>Marsh USA LLC</i></p>
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**COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

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

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

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

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

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

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

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

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

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

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

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

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

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

Lobbyist means any person who lobbies.

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

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

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2

CERTIFICATIONS

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

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

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

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

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

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

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United 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
None.	

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

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

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

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

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

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

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

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

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S): N/A

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

N/A

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name Harris Corrections Solutions Inc.

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

Street Address: 2429 Military Road #300

City: Niagara Falls State: NY Zip Code: 14304

Phone No.: 604-910-1534 Fax Number: 604-251-9633 Email: klynn@harriscompute

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

Corporate File Number (if applicable): _____

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder
<u>Constellation Software Inc./ 20 Adelaide Street East, Suite 1200, Toronto, Ontario M5C 2T6</u>		
<u>Percentage Interest Applicant/Holder: 100%</u>		

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
<u>None. N/A</u>		

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
<u>Constellation Software Inc./ 20 Adelaide Street East, Suite 1200, Toronto, Ontario M5C 2T6</u>			
<u>Percentage of Beneficial Interest: 100% / Relationship: Parent Company</u>			

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
<u>Jeff Bender - 400-1 Antares Drive, Ottawa, Ontario K2E 8C4 - CEO - Perpetual</u>			
<u>Todd Richardson - 400-1 Antares Drive, Ottawa, Ontario K2E 8C4 - CFO & Sec/Treasurer - Pe</u>			
<u>Kerry Lynn - 400-1 Antares Drive, Ottawa, Ontario K2E 8C4 - Executive Vice President - Perpe</u>			

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

Jeff Bender

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

Jeff Bender (Aug 23, 2024 16:27 EDT)

Signature

jbender@harriscomputer.com

E-mail address

CEO

Title

August 23, 2024

Date

613-266-9704

Phone Number

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

My commission expires:

X _____
Notary Public Signature

Notary Seal

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

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

Identifying Information:

Name Constellation Software Inc.

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

Street Address: 20 Adelaide Street East, Suite 1200

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

Phone No.: 416-861-2279 Fax Number: 416-861-2287 Email: jbaksh@csisoftware.c

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

Corporate File Number (if applicable): _____

Form of Legal Entity:

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

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

[] Other (describe) _____

Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder
None.		

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

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

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
See Exhibit A attached.			

Declaration (check the applicable box):

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Jamal Baksh

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

Jamal Baksh

Signature

jbaksh@csisoftware.com

E-mail address

CFO

Title

August 26, 2024

Date

416-861-9677

Phone Number

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

My commission expires:

X _____

Notary Public Signature

Notary Seal

EXHIBIT A

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

Corporate Officer Information for CONSTELLATION SOFTWARE INC.

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



COOK COUNTY 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	Halfbrother
Nephew	Sister-in-law	Halfsister

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

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

Name of Person Doing Business with the County: Harris Corrections Solutions Inc.

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

Phone number of Person Doing Business with the County: 604-910-1534

Email address of Person Doing Business with the County: klynn@harriscomputer.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:
Kerry Lynn, Executive Vice President, 2429 Military RD #300, Niagara Falls, NY 14304, klynn@harriscomputer.com

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

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

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: 2053-18209

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 2,901,359.50

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: Halvna Shuruk, Contract Negotiator,

halvna.shuruk@cookcountvill.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: Sharon McDowell, JTDC

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

Check the box that applies and provide related information where needed

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

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

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

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

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

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

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

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

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

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

N/A

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

N/A

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

N/A

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

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

Jeff Bender

August 23, 2024

Signature of Recipient

Date

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

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

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

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

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

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

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

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

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

I. Contract Information:

Contract Number: 2053-18209

County Using Agency (requesting Procurement): JTDC

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Harris Corrections Solutions Inc.

Substantial Owner Complete Name: Constellation Software Inc.

FEIN# 35-2749101

Date of Birth: _____ E-mail address: klynn@harriscomputer.com

Street Address: 2429 Military Road #300

City: Niagara Falls State: NY Zip: 14304

Home Phone: [REDACTED]

III. Compliance with Wage Laws:

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

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

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

IV. Request for Waiver or Reduction

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

- No There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner. YES or NO
- No Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation. YES or NO
- No Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default. YES or NO
- No Other factors that the Person or Substantial Owner believe are relevant. YES or NO

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

V. Affirmation

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

Signature:  Date: August 23, 2024
Jeff Bender (Aug 23, 2024 16:27 EDT)

Name of Person signing (Print): Jeff Bender Title: CEO

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

X _____

Notary Public Signature

Notary Seal

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

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

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

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

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

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

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

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

I. Contract Information:

Contract Number: 2053-18209

County Using Agency (requesting Procurement): JTDC

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Constellation Software Inc.

Substantial Owner Complete Name: N/A

FEIN# N/A

Date of Birth: _____ E-mail address: jbaksh@csisoftware.com

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

City: Toronto State: Ontario Zip: MSC 2T6

Home Phone: [REDACTED]

III. Compliance with Wage Laws:

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

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

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






EDS 5, 6-8, 13-14 - Amendment #4 - CSI (Jamal Baksh)

Final Audit Report

2024-08-26

Created:	2024-08-23
By:	Paz Carpi (pcarpi@harriscomputer.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAawCFshjds0FZtfOceRrS_h-rb_dj10SAT

"EDS 5, 6-8, 13-14 - Amendment #4 - CSI (Jamal Baksh)" History

-  Document created by Paz Carpi (pcarpi@harriscomputer.com)
2024-08-23 - 6:03:56 PM GMT
-  Document emailed to Jamal Baksh (jbaksh@csisoftware.com) for signature
2024-08-23 - 7:41:25 PM GMT
-  Email viewed by Jamal Baksh (jbaksh@csisoftware.com)
2024-08-23 - 7:41:38 PM GMT
-  Document e-signed by Jamal Baksh (jbaksh@csisoftware.com)
Signature Date: 2024-08-26 - 12:53:55 PM GMT - Time Source: server
-  Agreement completed.
2024-08-26 - 12:53:55 PM GMT









EDS Form - Amendment #4

Final Audit Report

2024-08-23

Created:	2024-08-23
By:	Paz Carpi (pcarpi@harriscomputer.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfEV0WxOhv8ymqzQ84UuUiuhjzVEISn3

"EDS Form - Amendment #4" History

-  Document created by Paz Carpi (pcarpi@harriscomputer.com)
2024-08-23 - 5:08:49 PM GMT
-  Document emailed to Jeff Bender (jbender@harriscomputer.com) for signature
2024-08-23 - 5:13:22 PM GMT
-  Email viewed by Jeff Bender (jbender@harriscomputer.com)
2024-08-23 - 8:24:38 PM GMT
-  Document e-signed by Jeff Bender (jbender@harriscomputer.com)
Signature Date: 2024-08-23 - 8:27:20 PM GMT - Time Source: server
-  Document emailed to Todd Richardson (trichardson@harriscomputer.com) for signature
2024-08-23 - 8:27:22 PM GMT
-  Email viewed by Todd Richardson (trichardson@harriscomputer.com)
2024-08-23 - 8:30:54 PM GMT
-  Document e-signed by Todd Richardson (trichardson@harriscomputer.com)
Signature Date: 2024-08-23 - 8:31:56 PM GMT - Time Source: server
-  Agreement completed.
2024-08-23 - 8:31:56 PM GMT

SECTION 5

CONTRACT AND EDS EXECUTION PAGE

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

Execution by Corporation

Harris Corrections Solutions Inc.

Corporation's Name

613-266-9704

Telephone

Terrell Richards

Secretary Signature

Jeff Bender
Jeff Bender (Aug 23, 2024 16:27 EDT)

President's Printed Name and Signature

Jeff Bender/ jbender@harriscomputer.com

Email

August 23, 2024

Date

Execution by LLC

LLC Name

*Member/Manager Printed Name and Signature

Date

Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

*Partner/Joint Venturer Printed Name and Signature

Date

Telephone and Email

Execution by Sole Proprietorship

Printed Name Signature

Assumed Name (if applicable)

Date

Telephone and Email

Subscribed and sworn to before me this

_____ day of _____, 20__.

My commission expires:

Notary Public Signature

Notary Seal

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