

AMENDMENT NO. 2

This Amendment modifies Contract No. 2217-09160, for an Employee Performance Management System by and between the County of Cook, Illinois, herein referred to as "County" and Benchmark Solutions, LLC, authorized to do business in the State of Illinois hereinafter referred to as "Contractor":

RECITALS

Whereas, the County and Contractor have entered into a Contract approved by the County Board on November 17, 2022, (hereinafter referred to as the "Contract"), wherein the Contractor is to provide an Employee Performance Management System (hereinafter referred to as the "Services") from December 1, 2022 through November 30, 2023, in an amount not to exceed \$978,000.00, with two (2), one (1) year renewal options; and

Whereas, Amendment No. 1 was authorized by the County Board on October 19, 2023, to renew the Contract for one (1) year beginning December 1, 2023 through November 30, 2024, in the amount of \$978,000.00 and the Total Contract Amount was revised to \$1,956,000.00; and

Whereas, the Contract will expire November 30, 2024, and the agreed upon Services are still required; 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 \$978,000.00; and

Whereas, pursuant to Article 4 Section C of the Contract, the County and Contractor desire to renew the Contract for one (1) year beginning on December 1, 2024 through November 30, 2025.

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, 2025.
2. The Contract is increased by \$978,000.00 and the Total Contract Amount is revised to \$2,934,000.00.
3. The Contract is hereby amended to incorporate Attachment A and made part of the Contract.
4. Article 11, Notices is hereby amended to update the address for the Office of the Chief Procurement Officer as follows:

Cook County Office of the Chief Procurement Officer
161 North Clark Street, Suite 2300
Chicago, IL 60601
(Include Cook County Contract Number on all notices)

5. 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.

6. All other terms and conditions remain as stated in the Contract.

In witness whereof and pursuant to County Board approval on 9/19/2024 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

Benchmark Solutions LLC

By: Raffi Sarrafian
Chief Procurement Officer

Digitally signed by Raffi Sarrafian
Date: 2024.11.14 16:11:31 -06'00'

Josh Seltzer
Signed

Date: _____

Josh Seltzer
Type or print name

By: James Beligratis
State's Attorney (if applicable)

VP of Finance
Title

James Beligratis
Type or print name (if applicable)

Date: 9/30/24

Date: July 8, 2024

CERTIFICATE OF CORPORATE VOTE

I, Ellen Meadows, do hereby certify that I
Name of secretary/clerk

The duly elected Clerk
Secretary/clerk

Of Benchmark HOLDCO and
Name of corporation

I further certify that at a duly called meeting of the Board of directors of
Benchmark HOLDCO

Name of corporation

Held on July 1, 2022 the following vote was passed and is still in full force
Date

And effect.

VOTED: that Josh Seltzer of
Name of person signing agreement
Benchmark Analytics Be and is hereby

Authorized to act in its behalf and to enter into contracts and is further

VOTED: that said Josh Seltzer or his
Name of person signing agreement

Designee be and hereby is authorized to execute and deliver and all documents necessary and
incidental thereto.

Witness my hand this 2 day of January, 2024 2023

Ellen Meadows

Signature of secretary/clerk

ATTACHMENT A

Benchmark Analytics Scope of Work
for the
Cook County Sheriff's Office



Submitted:
April 16, 2024

Overview of Benchmark Analytics

Benchmark Analytics® was founded by a group of dedicated professionals who have decades of experience in public safety. We understand the power of data and analytics in advancing risk management and administration — we have a proven track record developing groundbreaking data-driven platforms that are founded in research and fueled by high-level, evidence-based analytics.

Benchmark assists agencies with understanding performance with a focus on exposure to rising liability costs, employee performance, and the significant costs associated with public criticism, media scrutiny, lack of transparency and strained community relations. We also understand how important best practice and national standards are to developing systems.

As part owner of Benchmark, the University of Chicago is the lead member of our diversified research consortium — the *National Public Safety Early Intervention and Outcomes Research Consortium*. The University of Chicago and the Joyce Foundation have played key roles by developing a series of predictive models and algorithms that identify patterns of officer conduct that may lead to problematic behavior. These models and our research base will directly inform our work in this scope of work.



Along with our public safety and data science expertise, Benchmark also operates the world's largest longitudinal, multi-jurisdictional database on officer performance with over 20 million records. Given our research background, as well as our existing partnership with the American Institutes for Research, we are uniquely positioned for this project.

Project Deliverables

The below products will be delivered to the Cook County Sheriff's Office as part of this Scope of Work.

1. BMS | Benchmark Management System®

With BMS, Benchmark works with you to develop a comprehensive, top-to-bottom police force management system that:

- Serves as your single-source solution with full workflow management capabilities, or can be integrated with your existing systems — there's no need to buy separate Use of Force, Internal Affairs, Performance Evaluation and other systems . . . BMS does it all
- Identifies what data is important to ensure the integrity and safety of all police officers, units and supervisors
- Configures to comply with DOJ guidelines on officer conduct as well as your collective bargaining agreement; incorporates best practices of the IACP ethics toolkit; and supports agencies seeking accreditation by CALEA
- Delivers an efficient, effective platform created to provide a 360° holistic view of every officer in your department

BMS is a proactive management tool that features seven information categories designed to identify a wide range of activities and practices — not simply a system to focus on problematic behavior.

2. First Sign® Early Intervention

By leveraging the work completed in BMS, we activated the power of advanced analytics to develop a first-of-its-kind management tool that:



- Captures the data most important to officer performance and behavior — as well as the relationships between critical data variables
- Takes into account total productivity relative to signs that an officer may be engaging in problematic behavior
- Proactively notifies you at the “first signs” of a real need to intervene and help get an off-track officer back on track
- Transforms risk management in policing by significantly reducing your exposure to rising liability cost

First Sign is preventative by design: we know that intervention based upon simple, threshold-based triggers alone is not the right strategy — context, patterns of problematic behavior and officer history are what matter most . . . and what make our system better. First Sign is the only research-based early warning/intervention product available in the market.

[3. C.A.R.E. | Case Action Response Engine®](#)

Once off-track behavior has been identified in First Sign, Benchmark expedites thoughtful and effective early intervention with C.A.R.E. — a proactive, targeted support program that:

- Features research-based, analytics-driven case management modules for officer-specific interventions
- Provides “benchmarks” of best practices that have proven to be most effective for different levels of intervention
- Facilitates the planning process with a template of actionable steps, guidelines, goals and follow-up

C.A.R.E. allows supervisors to develop a well thought out, meaningful plan of action for individual officers to help ensure that no one in your charge is falling through the cracks.

Ultimately, our goal is to get officers who are off track back on track — and out of C.A.R.E.

BMS Module Features

System Performance

- Configurable off-the-shelf solution allowing:
 - Unlimited roles and permissions
 - Infinite workflows for command channel review
 - Out-of-the-box form sets configured to department needs
- Smart system that adjusts based on responses to existing questions
- Provides reporting via interactive dashboards and ad hoc reports
- Capability to integrate with required agency systems including CAD and RMS
- SaaS hosting is on a CJIS-compliant cloud
- Data encrypted at rest and in transit
- Secured with HTTPS
- Fully mobile-responsive for tablets and other devices

Officer Profile

- Manage and track details related to employment, including:
 - Employee photo
 - Emergency contact information
 - Employee demographic information
 - Employee Unit of Assignment (current and historical)
 - Employee appointment date
- Provide a document library for sensitive material, including:
 - Employee-issued equipment qualifications
 - Certifications
 - Fingerprints
 - Driver's licenses
- Store employee-issued equipment of all types (firearm, radio, etc.)
- View all reports mentioning an employee in one central place
- Configurable sections include:
 - Employee disciplinary history
 - Employee line-of-duty injuries
 - Employee external employment

Training

- Full Learning Management System, including:
 - Academy tracking
 - Field Training system
 - In-service and ongoing certifications
 - Firearms qualification
- Create unique training programs targeted to specific groups of officers
- Manage Certifications including historical and future courses
- Approve and process officer training requests
- Create pre-assessments and evaluations for each course
- Calendar courses in application and via Outlook, Google, and/or Apple
- Alert and deliver announcements for upcoming trainings and re-certifications
- Deliver training content in a wide variety of formats including:
 - SCORM
 - External link
 - Uploaded documents
 - Video course
 - Programs (a series of individual courses)
 - Live and virtual events
- Manage and publish department policies, procedures, and general orders
- Complete and track Daily Observation Reports (DOR's) across fully customizable skills, abilities, and competencies

Use of Force

- Engage with an intuitive layout through configurable field labels, verbiage, and dropdown values
- Track and manage multiple event types including:
 - Use of force (configurable to in-custody vs. patrol settings)
 - Vehicle pursuit
 - Traffic crash involving officer
- Capture various types of force including:
 - Firearm
 - Taser

- Chemical
- Impact weapon
- Canine deployment
- Track de-escalation processes and attempts as well as display of weapon
- Report on force encountered and force utilized, leading to proportionality of force analysis
- Alert supervisors to use of force concerns via early intervention system

Internal Affairs

- Full Internal Affairs case management platform, including:
 - Allegation intake
 - Investigation
 - Evidence management
 - Concurrence reporting
- Uniquely track a variety of complaints, including:
 - Injuries to subjects in custody
 - Warrantless searches
 - Criminal investigation involving employee
 - Arrest of employee
 - Interview/Interrogation in violation of policy
 - Lost/Theft of agency property
 - Civil/Administrative complaints
 - Civil lawsuit activity from employee duties
 - Protective/Restraints Order(s) issued against an employee
- View full allegation history
- Manage and report on minor discipline scenarios
- Upload and manage evidence of all electronic types (including video)
- Alert supervisors to complaint concerns via early intervention system

Community Engagement

- Intake, store, and report on community member concerns
- Configure supervisory review and track activities on concerns
- Track engagement with community via a community member database
- Identify and report on community members and associated incidents
- Capture community event rosters

- Provide a detailed database for interactions with the community
- Capture and track positive interactions including:
 - Supervisor acknowledgements
 - Department awards
 - Letters of commendation

Performance Evaluation

- Automate department form sets based on job type
- Configure unique skills, abilities, and scoring mechanisms based on existing evaluations
- Cadence, schedule and customize follow-up actions based on employee score
- Provide exception reporting and routing of evaluations that fall below a department-set threshold
- Process all evaluations through a permission- and role-based review and approval process
- Assign evaluations to supervisors based on individual officers and/or groups of officers

Reporting

- Configurable off-the-shelf dashboards
- Role- and permission-based control over reporting
- Access interactive in-dashboard drilldowns to visualize underlying data elements
- Visualize department level, unit level, and officer level details
- Compare historical time periods to identify trends and patterns
- Utilize an Ad Hoc Report Builder to access additional data views
- Export reports in the following formats: Word, Excel, PDF, CSV

Benchmark Analytics' Unique Offering

Benchmark's solution for capturing data is based on our Configurable Off-the- Shelf (COTS) application, which allows us to support the specific requirements of the using agency without having to develop an entirely new application. Our holistic platform is unique from any other law enforcement applications. Notable distinctions include:

- Because it's built using the most advanced technology, our platform alone can support the configuration needed to satisfy specific workflows, approvals, chain of command and policies.
- We have substantial research experience – including our partnership with the University of Chicago and our research consortium with the Joyce Foundation – and know what it takes to convert data and analysis into practice.
- Our analytics and dashboards integrate with other data applications, allowing you to analyze your data in real time, instead of relying on static, one-time, paper reports.
- Our platform is designed to produce benchmarks and analysis in an automated fashion by leveraging our research base and code developed with the University of Chicago. This proprietary toolset built into the platform is a critical element needed to inform department managers and policy makers alike regarding the application of force.
- Lastly, we have built an exceptional team with deep expertise in the area of police professional standards and law enforcement research, which your extended team will be able to regularly leverage.

Services

Implementation / Configuration

Our team is comprised of former government practitioners who know thoughtful, well-managed implementation plan and execution is just as important as the technology itself. In configuration and implementation, we ensure that the system is configured exactly as it should be, that all of the labels and workflows are correct and mirror the business processes of the using agency. This process provides time for staff to review internal policies and general orders to ensure the processes are correct and up to date and are in lock-step with the technology.

Integrations

Benchmark Analytics will provide integrations into critical data capture/data storage systems required for seamless analysis at no additional cost. Integrating into people data systems and other key technologies provides tremendous ease of use while greatly reducing errors associated with manual re-capture of data. We have a dedicated team

of software specialists who focus on integrations and are building up a catalog of insight into commonly used applications all the time.

Training

We will work with your department to develop the right training methodology for your end users. We rely on a train-the-trainer model which provides an on-site, multi-day training for key administrators and managers/users who will be utilizing the system day-to-day. Because we understand that there can be turnover at police departments within the administrative functions, we also provide training refresh to new staff at no additional cost to the department.

Training / Implementation Plan

Following the presentation of Benchmark Analytics' workplan, we will convene an in-person kick-off meeting to start the goal identification process and to clarify the boundaries of the project. As discussed in the proposed services, the Benchmark team will lead a series of discovery conversations regarding infrastructure, security, integrations, workflow, configuration, technical requirements, and detailed specifications for the system.

Benchmark's software as a service licensing model / annual subscription fee is inclusive of all training, maintenance, support, and implementation services. Software maintenance includes all future software updates and system enhancements applicable to system modules licensed, without further charge to all licensed users maintaining a renewable software support contract. Benchmark has never charged a change order for ongoing maintenance, support, or training.

Support

Benchmark Analytics provides customer support through a toll-free telephone number (1-888-40-BENCH) or via e-mail (support@benchmarkanalytics.com) and will be available Monday through Friday 8:00AM – 6:00PM (CST) and Saturday through Sunday 9:00AM – 1:00PM (CST), excluding all federal holidays.

Other Items

1. **Hosting Overview**

Benchmark Analytics provides a software-as-a-service solution (SaaS) application, which is hosted in a CJIS-compliant, commercially-available cloud (currently a Amazon Web Services GovCloud).

2. **Membership in Research Consortium**

Benchmark Analytics clients are eligible for inclusion in the Benchmark research consortium at no additional charge and is part of the standard agreement. The Consortium is chaired by the University of Chicago and includes academics, researchers and practitioners who are national experts in early intervention and police best practice. This membership includes on-going iteration and enhancements to the research models as well as access to best practices and knowledge transfer from the country's leading researchers and practitioners.

Project Resource Requirements

Ideally, the agency team will consist of resources whose combined knowledge and understanding will contribute to an on-time delivery of the project deliverables. Understanding that project members may take on multiple responsibilities below, we would expect the following level of effort from the agency:

- Sponsor/Project Executive
- Project Manager / Benchmark Administrator
- Subject Matter Experts as needed (e.g., Use of Force and Vehicle Pursuit)
- IT Project Contact

Anticipated Agency Project Team Resources

Sponsor/Project Executive

Provides general oversight on all aspects of the project; serves as the highest escalation point on the project. The Sponsor/Project Executive is the most senior member of the project and is responsible to the business for the success of the project.

Project Manager / Benchmark Administrator

The Project Manager is the facilitator and change agent for the project's execution. The responsibility of this individual is to be a constant unifier, communicator, and collaborator, and will work jointly with the Benchmark Project Manager to ensure the right details are conceptualized, tracked, managed, and executed in order to meet the goals of the project.

Subject Matter Experts as Needed

For the respective module or scope of work, Subject Matter Experts understand the agency's policies and processes, and can provide the appropriate understanding needed for required fields, values, workflows, and system components.

IT Project Contact

This resource will be utilized for legacy data questions and other open technical requirements.

In our experience, some of these roles/needs may be filled by a single person; stated differently, not every role needs to be held by a single, unique person. For example, the Agency Administrator may be the Project Manager. Our goal is to overcommunicate expectations and summaries on the roles, because in our experience implementing large scale projects for governments, clarity and over-planning on the team facilitates project success.

[Benchmark Analytics Team Resources](#)

Benchmark Project Executive

The Project Executive will have overall responsibility for the project and direct oversight over all members of the team. This enables the Project Executive to add resources as needed to ensure a timely and well-resourced execution. The Project Executive will be meeting weekly with members of the team to ensure deliverables are on time and to trouble shoot any potential issues that may arise in any project of this scale. Additionally, they will be in regular contact with the executive lead at the agency to ensure we are meeting all expectations and requirements.

Benchmark Project Manager

The Benchmark Project Manager leads all of the details and coordination involved in a deployment. Specifically, they work with the agency to lock down the project plan that will provide specifics on feature deliverables, testing, deployment, resources, other supporting deliverables and training. It is the role of the Project Manager to maintain the “living plan” that will be continually iterated on as the deployment occurs. The project manager will also coordinate with the agency on a regular basis and ensure that all Benchmark resources are aligned and on track. The Project Manager will be on-site on a regular basis as needed to gather detailed requirements needed for configuration as well as the roll-out of the platform.

Benchmark Training Manager

The Benchmark Training Manager will lead all of the on-site training and development of training materials and other supports needed. They will coordinate with agency team members to coordinate on-site and virtual trainings.

Benchmark Technical Lead

The Benchmark Technical Lead will lead all technical aspects of the project, including all integrations, new feature development, testing, and deployments.

Benchmark Development and Configuration Team

In addition to the above individuals, Benchmark has an extensive team of developers, subject matter experts and deployment specialists. These resources will be utilized at different phases of the project to provide the resources needed for a successful initiative and on-going support.

EXHIBIT 2

Schedule of Compensation



Benchmark Analytics Quote

8/2/2022

COMPANY:

Benchmark Analytics LLC

1801 W Warner Ave Suite 301, Chicago, IL 60613

(888) 402-3624

support@benchmarkanalytics.com

Benchmark is a SaaS provider and as such charges an annual subscription fee for its services. This subscription is designed to cover all project management, training, on-going configurations, and other costs associated with deployment of the platform, such as security requirements. In the history of Benchmark, we have not once charged for a change order. Please see below for an estimated cost breakdown. Benchmark reserves the right to increase the annual subscription price no more than 8.0 percent per year, over the term of the agreement.

Quantity	Description	Unit Price	Total
1	Annual Software License Fee Year 1	\$978,000.00	\$978,000.00
1	Project Initiation and Management	\$0.00	\$0.00
1	Business Requirements Analysis and Design	\$0.00	\$0.00
1	Development, Testing and Deployment of Included in annual license fee Module(s)	\$0.00	\$0.00
1	Training and Training Material for Train the Trainer,	\$0.00	\$0.00
1	System Implementation to Include User Acceptance	\$0.00	\$0.00
1	Hosting Environment on AWS	\$0.00	\$0.00
1	Hosting Environment (Technical Support)	\$0.00	\$0.00
1	Maintenance and Technical Support; including patches, upgrades and compliance with security requirements.	\$0.00	\$0.00
	TOTAL		\$978,000.00

ATTACHMENT B

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

OCPO ONLY:	
<input type="checkbox"/>	Disqualification
<input type="checkbox"/>	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.: 2217-09160	Date: 11/7/2024
Total Bid or Proposal Amount: \$2,934,000.00	Contract Title: Employee Performance Management System
Contractor: Benchmark Solutions, LLC	Subcontractor/Supplier/ Subconsultant to be N/A added or substitute:
Authorized Contact for Contractor: Brian Duranty	Authorized Contact for Subcontractor/Supplier/N/A Subconsultant:
Email Address (Contractor): Brian.Duranty@benchmarkanalytics.com	Email Address (Subcontractor): N/A
Company Address (Contractor): 1801 W. Warner Ave., Ste 301	Company Address (Subcontractor): N/A
City, State and Zip (Contractor): Chicago, IL 60613	City, State and Zip (Subcontractor): N/A
Telephone and Fax (Contractor): 888-402-3624	Telephone and Fax (Subcontractor): N/A
Estimated Start and Completion Dates 12/1/2024/11/30/2025 (Contractor):	Estimated Start and Completion Dates N/A (Subcontractor):

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

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
N/A	

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.**

Benchmark Solutions, LLC

Contractor

Ron Huberman

Name

CEO

Title



11-7-24

Prime Contractor Signature

Date



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**

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1st District

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12th District

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13th District

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14th District

KEVIN B. MORRISON

15th District

FRANK AGUILAR

16th District

SEAN M. MORRISON

17th District

July 30, 2024

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

Re: Contract No: 2217-09160 Amendment 2
Employee Performance Management System
Sheriff's Office
Original Contract Value: \$978,000.00
Original Contract Term: 12/1/2022 – 11/30/2023
Amendment 1 extended contract one (1) year from December 1, 2023 through November 30, 2024 and increased the contract by \$978,000.00 to \$\$1,950,000.
Amendment 2 extends the contract one (1) year from December 1, 2024 through November 30, 2025 and increases the contract by \$978,000.00 to \$ 2,934,000.
Revised Contract Value: \$2,934,000.00
Revised Contract Term: 12/1/2022 – 11/30/2025
Reference Contract - Professional Services
Contractor: Benchmark Solutions, LLC
Contract Goal: 0% MBE/WBE participation goal

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/db

cc: Christine Gallagher, Sheriff's Office
Niki Solomon, Sheriff's Office

MBE/WBE UTILIZATION PLAN - FORM 1

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

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

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

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

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

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

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Current Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Current Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

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

N/A

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: _____

Certifying Agency: _____

Contact Person: _____

Certification Expiration Date: _____

Address: _____

Ethnicity: _____

City/State: _____ Zip: _____

Bid/Proposal/Contract #: _____

Phone: _____ Fax: _____

FEIN #: _____

Email: _____

Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

No Yes – Please attach explanation. Proposed Subcontractor(s): _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: *(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)*

Indicate the **Dollar Amount**, **Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services:

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (M/WBE)

Signature (Prime Bidder/Proposer)

Print Name

Print Name

Firm Name

Firm Name

Date

Date

Subscribed and sworn before me

Subscribed and sworn before me

this ____ day of _____, 20____.

this ____ day of _____, 20____.

Notary Public _____

Notary Public _____

SEAL

SEAL

Bidder/Proposer: _____

Contract No./Title: _____

A. BIDDER/PROPOSER HEREBY REQUESTS:

_____ FULL MBE WAIVER

_____ PARTIAL MBE WAIVER

_____ FULL WBE WAIVER

_____ PARTIAL WBE WAIVER

_____ FULL DBE WAIVER

_____ PARTIAL DBE WAIVER

B. REASON FOR PARTIAL/FULL WAIVER REQUEST:

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

_____ (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract.

_____ (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation.

_____ (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid.

_____ (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms.

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

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

1. Please attach to this form a detailed list of any and all PCEs, stating the PCE certification (MBE and/or WBE as defined by the Cook County Municipal Code) and with whom from the contacted PCEs the Bidder/Proposer engaged, contacted, and/or communicated with in the County's Market Place;

Timelines:

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

N/A

GOOD FAITH EFFORT TRANSPARENCY REPORT

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

Signature and Title of Bidder/Proposer

Title

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/19/2024

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 DSP Insurance Services 1900 E Golf Rd Ste 650 Suite 650 Schaumburg IL 60173	CONTACT NAME: Michelle Sulek PHONE (A/C. No. Ext): (847) 934-6100 E-MAIL ADDRESS: msulek@dspins.com	FAX (A/C. No.): (847) 934-6186
	INSURER(S) AFFORDING COVERAGE	
INSURED Benchmark Solutions, LLC DBA Benchmark Analytics 1801 W. Warner Avenue Chicago IL 60613 (312) 287-3895	INSURER A: National Fire Ins Co of Hartford NAIC # 20478	
	INSURER B: Continental Casualty Company 20443	
	INSURER C: Continental Insurance Co. 35289	
	INSURER D: Associated Industries Insuranc 23140	
	INSURER E: INSURER F:	

COVERAGES **CD** **CERTIFICATE NUMBER:** Cert ID 42017 (38) **REVISION NUMBER:**


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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			7012853745	07/19/2024	07/19/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			7012853745	07/19/2024	07/19/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			7012853809	07/19/2024	07/19/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
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 <input checked="" type="checkbox"/> N	N/A	7012858668	07/19/2024	07/19/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Cyber & Professional Liab			AES1236336-01	07/19/2024	07/19/2025	Each Occurrence \$ 5,000,000 Aggregate \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional insured on general liability and umbrella liability on a primary and non-contributory basis when required by written contract: Cook County, its officials, employees and agents.
Waiver of subrogation applies in favor of the additional insured

CERTIFICATE HOLDER

CANCELLATION

Cook County Government 69 W. Washington St Suite 3000 Chicago IL 60602	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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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:
1801 W Warner Ave, Ste 301, Chicago, IL 60613

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): None

(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:

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 Benchmark Solutions, LLC

D/B/A: _____ FEIN # Only: 82-1367460

Street Address: 1801 Warner Ave, Ste 301

City: Chicago State: IL Zip Code: 60613

Phone No.: 888-402-3624 Fax Number: _____ Email: _____

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

Corporate File Number (if applicable): _____

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) LLC

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
Benchmark Buyer, LLC	1801 W WAarner Ave, Ste 301 Chicago, IL 60613	100%

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

Name of Agent/Nominee	Name of Principal	Principal's Address
N/A		

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

Name	Address	Percentage of Beneficial Interest	Relationship
Benchmark Buyer, LLC	1801 W WAarner Ave, Ste 301 Chicago, IL 60613	100%	

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
Ron Huberman	1801 W. Warner Chicago, IL	CEO	Perpetual
Scott Barnes	1801 W. Warner Chicago, IL	CFO	Perpetual
Sherry Samuels	1801 W. Warner Chicago, IL	COO	Perpetual

Declaration (check the applicable box):

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Josh Seltzer

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

[Handwritten Signature]

Signature

josh.seltzer@benchmarkanalytics.com

E-mail address

Finance Consultant

Title

11/11/24

Date

888-402-3624

Phone Number

Subscribed to and sworn before me
this 11th day of November 24

My commission expires: 09/10/2026

x *[Handwritten Signature]*
Notary Public Signature

Commonwealth of Pennsylvania - Notary Seal
Bonnie Kaminski, Notary Public
Monroe County
My commission expires September 10, 2026
Commission number 1257932
Member, Pennsylvania Association of Notaries

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 Benchmark Buyer, LLC

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

Street Address: 1801 Warner Ave, Ste 301

City: Chicago State: IL Zip Code: 60613

Phone No.: 888-402-3624 Fax Number: _____ Email: _____

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

Corporate File Number (if applicable): _____

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) LLC

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
PSG VI L.P.	401 Park Drive, Suite #204, Boston, MA 02215	96.5%

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
N/A		

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

Name	Address	Percentage of Beneficial Interest	Relationship
PSG VI Ultimate GP L.L.C.	401 Park Drive Suite #204, Boston, MA 02215	General Partner Interest	General Partner

Corporate Officers, Members and Partners Information:

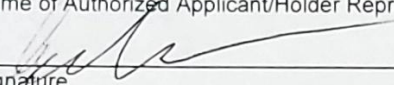
For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
Ron Huberman	1801 W. Warner Chicago, IL	CEO	Perpetual
Scott Barnes	1801 W. Warner Chicago, IL	CFO	Perpetual
Sherry Samuels	1801 W. Warner Chicago, IL	COO	Perpetual

Declaration (check the applicable box):

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

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

Signature
josh.seltzer@benchmarkanalytics.com
E-mail address

Finance Consultant
Title
11/11/24
Date
888-402-3624
Phone Number

Subscribed to and sworn before me
this 11th day of November 2024

My commission expires: 09/10/2026

X 
Notary Public Signature

Commonwealth of Pennsylvania - Notary Seal
Notary Seal Bonnie Kaminski, Notary Public
Monroe County
My commission expires September 10, 2026
Commission number 1257932
Member, Pennsylvania Association of Notaries



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

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

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

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

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

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

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

Additional Definitions:

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

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

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

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

Name of Person Doing Business with the County: Benchmark Solutions, LLC

Address of Person Doing Business with the County: 1801W Warner Ave, Ste 301, Chicago, IL 60613

Phone number of Person Doing Business with the County: 888-402-3624

Email address of Person Doing Business with the County: operations@benchmarkanalytics.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:
Josh Seltzer, VP of Finance, josh.seltzer@benchmarkanalytics.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: 2217-09160

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 2,934,000.00

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: Christine Gallagher, Procurement Buyer, Christine.Gallagher@ccsheriff.org

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: Douglas Maclean, Deputy CIO, Douglas.Maclean2@ccsheriff.org

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

Check the box that applies and provide related information where needed

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

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

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

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

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

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

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

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

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

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

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

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.

Josh Seltzer
Signature of Recipient

7/16/24
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: 2217-09160

County Using Agency (requesting Procurement): Cook

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Benchmark Solutions, LLC

Substantial Owner Complete Name: Benchmark Buyer, LLC

FEIN# 99-331789



E-mail address: operations@benchmarkanalytics.com

Street Address: 1801 W Warner Ave, Ste 301, Chicago, IL 60613

City: _____ State: _____ Zip: _____



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: [Handwritten Signature] Date: 7/11/24

Name of Person signing (Print): JOSH SELTZER Title: VP of Finance

Subscribed and sworn to before me this 11th day of JULY, 2024

x [Handwritten Signature]
Notary Public Signature

Notary Seal

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

Commonwealth of Pennsylvania - Notary Seal
Bonnie Kaminski, Notary Public
Monroe County
My commission expires September 10, 2026
Commission number 1257932
Member, Pennsylvania Association of Notaries

SECTION 5

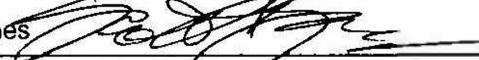
CONTRACT AND EDS EXECUTION PAGE

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

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

Execution by LLC

_____ Benchmark Solutions, LLC	_____ Scott Barnes 
_____ LLC Name	_____ *Member/Manager Printed Name and Signature
_____ 11/07/2024	_____ scott.barnes@benchmarkanalytics.com
_____ 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 7 day of Nov, 2024.



Notary Public Signature

My commission expires: 6-14-27

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.