

AMENDMENT NO. 1

This Amendment modifies Contract No. 1350-12461 for Information Security, Compliance, and Incident Response Services by and between the County of Cook, Illinois, herein referred to as "County" and Sungard Availability Services LP, 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 June 18, 2014, (hereinafter referred to as the "Contract"), wherein the Contractor is to provide Information Security, Compliance, and Incident Response Services (hereinafter referred to as the "Services") from July 1, 2014 through June 30, 2018, with two (2), two-year renewal options, in an amount not to exceed \$1,364,123.00; and

Whereas, an increase in the amount of \$149,000.00 is required for the continuation of Services; and

Whereas, the County and Contractor desire to include additional Services to the Contract; and

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

1. The Contract is hereby amendment to incorporate Attachment A and made part of the Contract as Exhibit.
2. The Contract is increased by \$149,000.00 and the Total Contract Amount is revised to \$1,513,123.00.
3. The attached Identification of Sub-Contractors/Suppliers/Sub-Consultants form, MBE/WBE Utilization Plan forms, 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.

In witness whereof, the County and Contractor have caused this Amendment No. 1 to be executed on the date and year last written below.

County of Cook, Illinois

Sungard Availability Services LP

By: John S. K.
Chief Procurement Officer

Maureen A. McGreevey
Signed

By: [Signature] 5/30/18
State's Attorney (if applicable)
MICHAEL CAPINSKI

Maureen A. McGreevey
Type or print name

VP and Asst. General Counsel
Title

Date: 5 June 2018

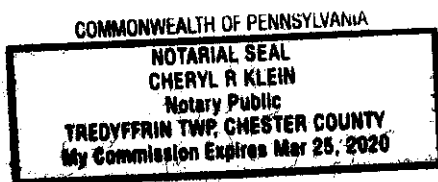
Date: 5/3/18


State of Pennsylvania

County of Chester

On this, the 3rd day of May, 2018, before me Cheryl R. Klein, the undersigned, a Notary Public in and for the said County and State, personally appeared Maureen McGreevey, who acknowledged herself to be the Vice President and Assistant General Counsel of Sungard Availability Services, LP, a Pennsylvania limited partnership, and that she as such Vice President and Assistant General Counsel, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the partnership by herself as Vice President and Assistant General Counsel.

In witness whereof, I hereunto set my hand and official seal the day and year in this certificate first above written.




Notary Public

ATTACHMENT A



**Amendment to Exhibit 2 (Consulting Services Statement of Work and Task Order Terms)
Governed by
Professional Services Agreement
between
Sungard Availability Services LP and Cook County Bureau of Technology
Dated June 18, 2014**

Page 1 of 8

1. Notwithstanding anything to the contrary, the Information Security Compliance and Incident Response services described in the Specified Exhibit are hereby include reviewing and identifying security infrastructure improvements.

Sungard AS will perform a Business Impact Analysis (BIA) engagement as a vital step towards the advancement of Cook County's operational resilience by understanding the business impacts when critical functions and processes are disrupted. To support this, Cook County requires the identification of core processes, products, services, and the associated activities required to continue critical operations.

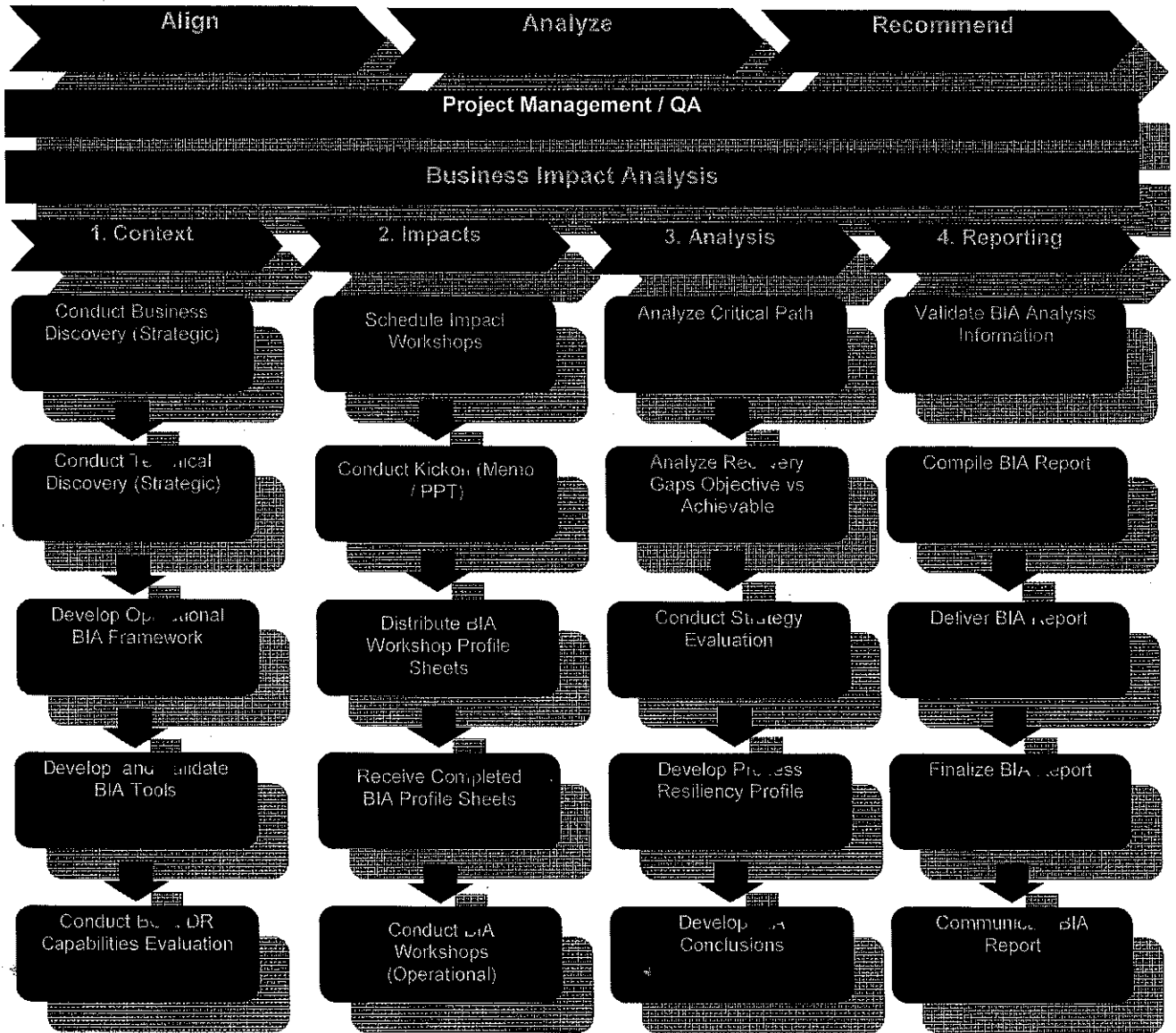
Sungard AS' approach is guided by ISO 22301 and therefore includes the following as stipulated by that standard:

- Assessing the impact of disrupting activities that support the organization's products and services
- Identifying dependencies and support resources including technology, providers, and upstream dependencies
- Prioritizing these activities and identifying the timeframe within which the impact of not resuming these activities becomes unacceptable.
- Evaluating Business Continuity and Disaster Recovery strategies, capabilities and vulnerabilities to provide recommendations that support the organization's Business Continuity Management System

Sungard AS will apply the BIA methodology depicted below to review Cook County's critical business continuity issues, evaluate current capabilities, collect appropriate data, assess potential business impacts, validate that information with executives and formulate final reporting deliverables.

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QUOTE ID.: 1052395
Contracts.vcp.LT 12796



Context: The Sungard AS consulting team will conduct project-planning sessions to review the project goals, objectives, expectations, timeline, process, and develop a customized BIA project schedule. The team will use this information in conjunction with the client's business goals, products and services, mission, market as well as Minimum Business Continuity Objectives (MBCOs) to customize the project framework and tool set to meet Cook County's needs. Finally, the consulting team will gain an understanding of the organization's resilience capabilities and implementations that support production operations and the delivery of products and services.

Impacts: Sungard AS will utilize the BIA framework to identify appropriate BIA participants and solidify the BIA's operational workshops. The consulting team will deliver a project kickoff communication to formally introduce and initiate the BIA to the participants. A BIA Profile Questionnaire will be distributed to participants for initial data gathering. The completed questionnaire will be reviewed with the



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participants during their individual facilitated workshops, along with the identification of additional information. The combined questionnaire and workshop result in a thorough and consistent data gathering process.

Analysis: The Sungard AS team will perform a detailed analysis of the validated data to identify and describe potential impacts upon the organization in the event of disruptions to the business environment. The team will develop and document a set of findings, consequences, and associated recommendations covering process and resilience resource priorities as well as objective vs. achievable recovery gap analyses. Process resiliency profiles, resilience strategy evaluations and BIA recommendations will also be developed to support ultimate BIA conclusions.

Reporting: Sungard AS will validate analysis information with client executives prior to compiling the formal Business Impact Analysis Report. The consulting team will then present reporting deliverables to the BIA core team members for initial review and comment prior to the formal presentation to the management team. The presentation will review key findings, discuss business implications, and explore recommendations for an action plan or roadmap and implementation steps to improve upon the current program, capabilities, and risk exposures.

Underlying this service engagement is Sungard AS' Project Management process, which is based upon Project Management Institute (PMI®) principles. This helps ensure that the project is performed effectively and with sufficient quality to fulfill client expectations.

As a result of the steps outlined in the methodology above, Sungard AS will provide management with a set of deliverables that can become the foundation for continued development of the Business Continuity Management Program.

The final presentation will review key findings, explore recommendations for an action plan to reduce risk to an acceptable level.



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Deliverables	Components
<i>Business Impact Analysis Bureau Workbooks</i>	A MS Excel workbook will be created and used as the primary data gathering tool during the workshop sessions for each Bureau included in the scope of the BIA. These workbooks will be the primary source of information used in the development of the BIA Report.
<i>Business Impact Analysis Report & Presentation</i>	<p>The Business Impact Analysis Report will be completed in Microsoft PowerPoint and include an Executive level summary Business Impact Analysis Components:</p> <ul style="list-style-type: none"> - Summary and conclusions - Core business operations and Minimum Business Continuity Objectives (MBCOs) - Business disruption impacts over time (financial and operational) - Maximum Acceptable Outage (MAO) by business process - Business Activity prioritization - Business Continuity / Disaster Recovery Strategy Evaluation - BC / DR Resource Requirements <ul style="list-style-type: none"> ▪ Application RTOs & RPOs ▪ Workspace resource requirements ▪ Workforce requirements (minimum staffing levels) ▪ Provider dependencies - Strategy capability analysis (current capabilities) - Strategy gap analysis - Roadmap identifying BC/DR next phases

2. Sungard AS' Proposed Team and Schedule

To support Cook County in this engagement, Sungard AS will provide a team of consultants with experience in all facets of this engagement.

Sungard AS Role	Responsibilities
Engagement Manager	Oversees all day-to-day delivery and ensures strong program management
Lead Senior Consultant(S)	Provides technical expertise and conducts data gathering, analysis and deliverable creation



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Consultant(S)	Supports project team; conducts data gathering, analysis, and deliverable creation
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Within two weeks of contract acceptance, Sungard AS will work with Cook County to conduct the project planning session and baseline a mutually approved project plan.

3. Project Scope

In delivering the Business Impact Analysis, Sungard AS takes into consideration Cook County's specific business environment and organizational requirements. The following table lists the parameters of this engagement:

Scope Parameter	Description
Locations	All workshops will be conducted at Cook County locations or via WebEx / Skype.
Discovery / Context Workshops	4 Workshops with the following teams to understand the organization's high level priorities and initiatives as well as the infrastructure, resiliency strategies and vulnerabilities: <ul style="list-style-type: none"> • Cook County Leadership • Information Technology • Finance • Facilities



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Scope Parameter	Description																														
Impact Workshops	<p>Up to fourteen (14) Workshops are included in the service for the following agencies under the Office of the President:</p> <table border="0"> <tr> <td>Board of Ethics</td> <td>Bureau of Asset Management</td> </tr> <tr> <td>Bureau of Technology</td> <td>Auditor</td> </tr> <tr> <td>Bureau of Finance</td> <td>Bureau of Economic Development</td> </tr> <tr> <td>Bureau of Administration</td> <td>Commission on Human Rights</td> </tr> <tr> <td>Boards and Commissions</td> <td>Justice Advisory Council</td> </tr> <tr> <td>Forest Preserves</td> <td>Homeland Security & Emergency Mgt</td> </tr> <tr> <td>Bureau of Human Resources</td> <td>Administrative Hearings</td> </tr> </table> <p>Up to 8 of the remaining sixteen (16) Workshops are included in the service for the following other Bureaus. Cook Country will choose 8 of following to be included in the scope of this engagement based on priority:</p> <table border="0"> <tr> <td>Administration</td> <td>Auditor</td> </tr> <tr> <td>Asset Management</td> <td>Economic Development</td> </tr> <tr> <td>Finance</td> <td>Human Resources</td> </tr> <tr> <td>Technology</td> <td>Administrative Office</td> </tr> <tr> <td>Chief Judge</td> <td>Commission on Women's Rights</td> </tr> <tr> <td>Department of Risk Management</td> <td>Economic Development</td> </tr> <tr> <td>Health and Hospital Systems</td> <td>Homeland Security & Emergency Mgt</td> </tr> <tr> <td>Board of Commissioners</td> <td>Transportation and Highways</td> </tr> </table> <p>Workshops consist of 1 – 4 participants with knowledge of day-to-day activities as well as an understanding of business area priorities and the business area's role in the overall organization.</p>	Board of Ethics	Bureau of Asset Management	Bureau of Technology	Auditor	Bureau of Finance	Bureau of Economic Development	Bureau of Administration	Commission on Human Rights	Boards and Commissions	Justice Advisory Council	Forest Preserves	Homeland Security & Emergency Mgt	Bureau of Human Resources	Administrative Hearings	Administration	Auditor	Asset Management	Economic Development	Finance	Human Resources	Technology	Administrative Office	Chief Judge	Commission on Women's Rights	Department of Risk Management	Economic Development	Health and Hospital Systems	Homeland Security & Emergency Mgt	Board of Commissioners	Transportation and Highways
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Department of Risk Management	Economic Development																														
Health and Hospital Systems	Homeland Security & Emergency Mgt																														
Board of Commissioners	Transportation and Highways																														
Applications	Up to one hundred twenty six (126) applications are included in the scope of this service. These applications exist on Wintel, SaaS, and IaaS computing platforms.																														
Kick-off Communication	Kick-off Communications will be delivered to introduce general project participants to the project objectives, requirements, expectations, and timeframe. These communications may be delivered in the form of a memo (MS Word, Email, etc.) or presentations (MS PowerPoint, WebEx, etc.)																														

The fees for the Additional Services described above are \$149,000.00, which are due and payable as follows:

# of Periods to be billed	Frequency	Invoice Amount	Billing Commencement
1	One-Time	\$37,250	Upon completion of the Project Planning Session and delivery of the approved Project Plan
1	One-Time	\$37,250	Upon completion of the BIA workshops



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No. of Phases to be Billed	Frequency	Invoice Amount	Other Commitment
1	One-Time	\$37,250	Upon delivery of the draft BIA report
1	One-Time	\$37,250	Upon delivery of the final BIA report

Travel and expenses for the Sungard AS project team are included. In the event that there is a need to expand or change the scope or scheduling of this engagement, a formal amendment will be executed and additional fees may apply which will require approval of the CPO or County Board



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QUOTE ID.: 1052395
LT-11532(NM)

4. Assumptions

To help ensure the success of this service, it is imperative that there be a joint understanding of assumptions. The following key assumptions have been factored into the fees for this project:

Assumptions
A Cook County Executive Sponsor will be assigned to serve as the point of coordination to engage Cook County stakeholders at key points during the project to review and validate assembled data, comment on findings and accuracy of assessments, and review the Final Report prior to its presentation to the full executive team.
Cook County will identify a Project Coordinator to support the engagement, to provide operational assistance to the Sungard AS consulting team, to identify project participants, and to arrange meetings and associated logistics.
Cook County will provide Sungard AS with timely responses to all requests for information, review, and resources, as well as workspace for the project team with the ability to access the Internet.
Should an alternate representative (designee) be assigned to participate in any workshop, presentation, or session, all answers and decisions of the alternate will be deemed accurate and may be used in the analysis and assessment without further qualification or review.
Each Workshop will have an expected duration of approximately two hours. A minimum of one senior manager and one line manager will represent each business unit and participate in the Workshop. In addition, a technical representative may be required to attend the Workshops to provide clarification on discussion points. All workshops will be scheduled well in advance to allow for proper planning to occur.
Unless otherwise noted, workshops and meetings will have an expected duration of approximately 2 hours.
The actual Project Plan will be based upon a workshop, presentation, and delivery schedule that will be mutually agreed and confirmed at the start of the project. Once confirmed, subsequent changes in staff availability or failure to provide a timely response to requests for information, review, and/or resources may have an effect on the project's schedule and fees.
Sungard AS requires two weeks advance notice on the cancellation of any onsite visits. If Cook County initiates a delay, additional fees may apply.
Engagement will be assumed completed by June 30, 2018.

All other terms and conditions of the Specified Exhibit will remain unchanged. Except as otherwise modified herein, the terms and provisions of the Specified Exhibit shall remain in full force and effect.



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ATTACHMENT B

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

OCPO ONLY:
<input type="radio"/> Disqualification
<input checked="" 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.: NA	Date: May 18, 2018
Total Bid or Proposal Amount: \$149,000	Contract Title: # 1350-12461
Contractor: Sungard Availability Services LP	Subcontractor/Supplier/ Data Defenders Subconsultant to be added or substitute:
Authorized Contact for Contractor: Nick Amadio	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Cyrus Walker
Email Address (Contractor): nick.amadio@sungardas.com	Email Address (Subcontractor): cyrus.walker@data-defenders.com
Company Address (Contractor): 680 E. Swedesford Road	Company Address (Subcontractor): 10 W. 35 th Street
City, State and Zip (Contractor): Wayne, PA 19087	City, State and Zip (Subcontractor): Chicago, IL 60616
Telephone and Fax (Contractor) 484-582-2000	Telephone and Fax (Subcontractor) 312-224-8831
Estimated Start and Completion Dates (Contractor) June 2018 – August 2018	Estimated Start and Completion Dates (Subcontractor) June 2018 – August 2018

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

Description of Services or Supplies	Total Price of Subcontract for Services or Supplies
BOT Business Impact Analysis	\$29,800 (20%)

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

Contractor: Sungard Availability Services LP
 Name: Maureen McGreevey
 Title: Maureen A. McGreevey
 Prime Contractor Signature: _____ Date: 5/21/18



OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ

DIRECTOR

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

May 24, 2018

TONI PRECKWINKLE

PRESIDENT

Cook County Board
of Commissioners

RICHARD R. BOYKIN
1st District

DENNIS DEER
2nd District

JERRY BUTLER
3rd District

STANLEY MOORE
4th District

DEBORAH SIMS
5th District

EDWARD M. MOODY
6th District

JESUS G. GARCIA
7th District

LUIS ARROYO, JR.
8th District

PETER N. SILVESTRI
9th District

BRIDGET GAINER
10th District

JOHN P. DALEY
11th District

JOHN A. FRITCHEY
12th District

LARRY SUFFREDIN
13th District

GREGG GOSLIN
14th District

TIMOTHY O. SCHNEIDER
15th District

JEFFREY R. TOBOLSKI
16th District

SEAN M. MORRISON
17th District

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

Re: Contract No. 1350-12461 (Amendment No. 1)
Information Security, Compliance and Incident Response Services
Bureau of Technology

Dear Ms. Andrews:

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

Bidder: Sungard Availability Services LP
Original Contract Amount: \$1,364,123.00
Increased Contract Value: \$149,000.00 (Amendment No. 1)
New Contract Value: \$1,513,123.00
Contract Goal: 35% MBE/WBE

<u>MBE/WBE</u>	<u>Status</u>	<u>Certifying Agency</u>	<u>Commitment (Direct)*</u>
Data Defenders, LLC	MBE (6)	Cook County	19.88%
Total			19.88%

*Commitment percentages are based on the new professional services contract value.

Partial MBE/WBE Waiver Granted: Due to lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract.

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

Sincerely,

Jacqueline Gomez
Contract Compliance Director
JG/ate

cc: Hermine Wise, OCPO
Jim Gavin, BOT

MBE/WBE UTILIZATION PLAN - FORM 1

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

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

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

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

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

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

MBE/WBE Firm: Data Defenders, LLC.
Address: 10 W. 35th St. STE 9F5-1, Chicago, IL 60616
E-mail: cyrus.walker@data-defenders.com
Contact Person: Cyrus Walker Phone: 312-224-8831 x402
Dollar Amount Participation: \$ 229,800
Percent Amount of Participation: Approximately 20% %
*Letter of Intent attached? Yes X No _____
*Current Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: _____
Address: _____
E-mail: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation: \$ _____
Percent Amount of Participation: _____ %
*Letter of Intent attached? Yes _____ No _____
*Current Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

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

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Data Defenders, LLC.
Contact Person: Cyrus Walker
Address: 10 W. 35th St.
City/State: Chicago, IL Zip: 60616
Phone: 312-224-8831 x402 Fax: _____
Email: cyrus.walker@data-defenders.com

Certifying Agency: Dept of Procurement Services - City of Chicago
Certification Expiration Date: 4/11/2019
Ethnicity: African American
Bid/Proposal/Contract #: _____
FEIN #: 01-0831274

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)

Incident Response and select annual project staffing on an as needed basis.

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

Approximately 20% of Exhibit 2 payable on a Time and Materials, as needed basis. Exhibit 3 will not have MBE/WBE participation because the service is a specialized managed service consisting of software, hardware and security operations personnel.

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.

Cyrus Walker
Signature (M/WBE)
Cyrus Walker
Print Name
Data Defenders, LLC.
Firm Name
5/2/2018
Date

Maurice A. McGrovey
Signature (Prime Bidder/Proposer)
Maurice A. McGrovey
Print Name
Sungard Availability Services LP
Firm Name
5/2/18
Date

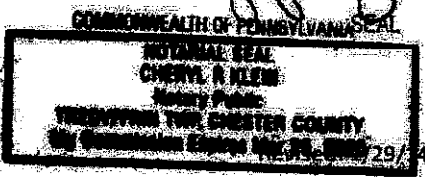
Subscribed and sworn before me
this 2nd day of May, 2018.

Notary Public: Anna Frances Patterson



Subscribed and sworn before me
this 21st day of May, 2018.

Notary Public: Cheryl A. Klein



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

A. BIDDER/PROPOSER HEREBY REQUESTS:

FULL MBE WAIVER

FULL WBE WAIVER

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

% of Reduction for MBE Participation

% of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

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

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

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

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

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

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

(1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. **(Attach of copy written solicitations made)**

(2) Used the services and assistance of the Office of Contract Compliance staff. **(Please explain)**

(3) Timely notified and used the services and assistance of community, minority and women business organizations. **(Attach of copy written solicitations made)**

(4) Followed up on initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. **(Attach supporting documentation)**

(5) Engaged MBEs & WBEs for direct/indirect participation. **(Please explain)**

D. OTHER RELEVANT INFORMATION

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

D. Other Relevant Information

For this contract, Sungard Availability Services (SGAS) reviewed and analyzed information found in the County's M/W/VBE Directory provided by the Office of Contract Compliance in addition to publicly available information on vendor websites. SGAS requires very technical information security skillsets for a percentage of project efforts that correlates to Section 1. SGAS is choosing to utilize a MBE who meets the SGAS stringent technical skill requirements.

For these reasons, SGAS is requesting a partial waiver (20%) of the 35% target of MBE.WBE utilization.

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

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1- 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 - 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15-17

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE

03/26/2018

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

I DO HEREBY CERTIFY THAT:

Sungard Availability Services, LP

is duly registered as a Pennsylvania Limited Partnership under the laws of the Commonwealth of Pennsylvania and remains subsisting so far as the records of this office show as of the date herein.

I DO FURTHER CERTIFY THAT this Subsistence Certificate shall not imply that all fees, taxes and penalties owed to the Commonwealth of Pennsylvania are paid.



IN TESTIMONY WHEREOF, I have hereunto set
my hand and caused the Seal of the Secretary's
Office to be affixed, the day and year above written.

Robert Lerner

Acting Secretary of the Commonwealth

Certification Number: TSO180326161874-1

Verify this certificate online at <http://www.corporations.pa.gov/orders/verify>

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
Not Applicable	
_____	_____
_____	_____
_____	_____

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):

Surgent Availability Services, LP owns a facility located at: 3100 Archer Lane, Northbrook, IL 60062

04-05-313-009-0000

(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:

Not Applicable

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 Sungard Availability Services, LP

D/B/A: _____ FEIN # Only: 23-2106195

Street Address: 680 E. Swedesford Rd.

City: Wayne State: PA Zip Code: 19087

Phone No.: 484-582-2000 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) _____

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
Inflow, LLC	680 E. Swedesford Rd., Wayne, PA 19087	99%
Sungard Availability Services Technology, LLC	680 E. Swedesford Rd., Wayne, PA 19087	1%

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

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

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

Name	Address	Percentage of Beneficial Interest	Relationship

Corporate Officers, Members and Partners Information:

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

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

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

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

Maurice A McGraw
Signature

E-mail address

Subscribed to and sworn before me
this 5th day of May, 2018

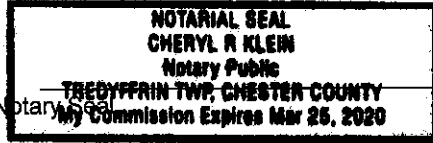
X [Signature]
Notary Public Signature

VP and Asst Genl Counsel
Title

5/8/18
Date

484-582-2557
Phone Number

My commission expires:
COMMONWEALTH OF PENNSYLVANIA



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 Inflow LLC 99%

D/B/A: _____ FEIN # Only: 841439489

Street Address: 680 E. Swedesford Rd.

City: Wayne State: PA Zip Code: 19087

Phone No.: 484-582-2000 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) Limited Liability Company

Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder
Sungard Availability Services Technology, LLC	680 E. Swedesford Rd, Wayne PA 19087	100%

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

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

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

Name	Address	Percentage of Beneficial Interest	Relationship

Corporate Officers, Members and Partners Information:

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

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

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

Susan Lynch

Executive Vice President, CFO

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

Title

Signature

Date

484-582-2000

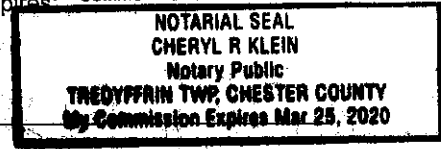
Phone Number

E-mail address

Subscribed to and sworn before me
this 8th day of May, 2018

My commission expires: COMMONWEALTH OF PENNSYLVANIA

X 
Notary Public Signature



Notary Seal



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

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

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

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

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

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

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

Additional Definitions:

“*Familial relationship*” means a 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: Sungard Availability Services, LP

Address of Person Doing Business with the County: 680 E. Swedesford Rd., Wayne, PA 19087

Phone number of Person Doing Business with the County: 484-582-2000

Email address of Person Doing Business with the County: _____

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:
Maureen McGreevey, VP and Associate General Counsel,

Sungard Availability Services, LP, 680 E. Swedesford Rd., Wayne, PA 19086

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: 1350-12461

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 1,513,123.00

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: Hermine Wise, Contract Negotiator

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: Hema Sundaram, Chief Technology Officer, Cook County Bureau of Technology

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*
NA			
NA			
NA			

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*
NA			
NA			
NA			

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*
NA			
NA			
NA			

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*
NA			
NA			
NA			
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*
Maureen McGreevey	Hermine Wise	Contract Negotiator	
VP and Assistant General Counsel	Hema Sundaram	Chief Technology Officer, Cook County Bureau of Technology	
NA			
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*
NA			
NA			
NA			

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.

Maureen A. McGreevey
Signature of Recipient

5/8/18
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: 1350-12461

County Using Agency (requesting Procurement): Cook County

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Sungard Availability Services, LP

Substantial Owner Complete Name: _____

FEIN# 23-2106195

E-mail address: _____

Street Address: 680 E. Swedesford Rd.

City: Wayne State: PA Zip: 19087

Home Phone: _____

III. Compliance with Wage Laws:

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

- Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq.,*
- Illinois Minimum Wage Act, 820 ILCS 105/1 et seq.,*
- Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq.,*
- Employee Classification Act, 820 ILCS 185/1 et seq.,*
- Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq.,*
- Any comparable state statute or regulation of any state, which governs the payment of wages*

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

IV. Request for Waiver or Reduction

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

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

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

V. Affirmation

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

Signature: Maurice A. McGreevey Date: 5/8/18

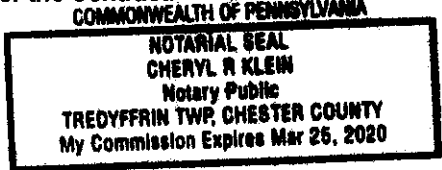
Name of Person signing (Print): Maurice A McGreevey Title: VP and Asst. General Counsel

Subscribed and sworn to before me this 8th day of May, 2018

X [Signature]
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: 1350-12461

County Using Agency (requesting Procurement): Cook County

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): _____

Substantial Owner Complete Name: Inflow LLC

FEIN# 841439489

E-mail address: _____

Street Address: 680 E. Swedesford Rd.

City: Wayne State: PA Zip: 19086

Home Phone: _____

III. Compliance with Wage Laws:

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

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

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

IV. Request for Waiver or Reduction

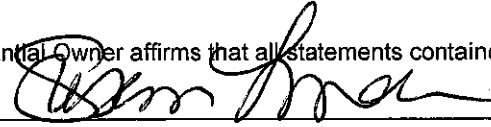
If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

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

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

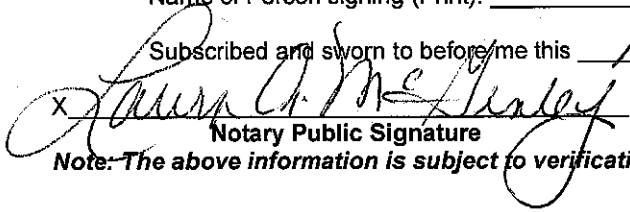
V. Affirmation

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

Signature:  Date: _____

Name of Person signing (Print): Susan Lynch Title: Executive Vice President, CFO

Subscribed and sworn to before me this 10 day of MAY, 2018


Notary Public Signature

Notary Seal

COMMONWEALTH OF PENNSYLVANIA
 NOTARIAL SEAL
 Laura A. McGinley, Notary Public
 Tredyffrin Twp., Chester County
 My Commission Expires June 11, 2018
 MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

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

SECTION 5

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

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

Execution by Corporation

Corporation's Name

President's Printed Name and Signature

Telephone

Email

Secretary Signature

Date

Execution by LLC

LLC Name

*Member/Manager Printed Name and Signature

Date

Telephone and Email

Execution by Partnership/Joint Venture

Sungard Availability Services, LP

Marcia A McGovern

*Partner/Joint Venturer Printed Name and Signature

Partnership/Joint Venture Name

484-582-2000

5/8/18

Date

Telephone and Email

Execution by Sole Proprietorship

Printed Name Signature

Assumed Name (if applicable)

Date

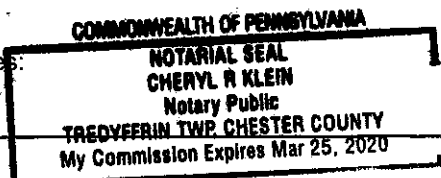
Telephone and Email

Subscribed and sworn to before me this *8th* day of *Mar*, 20*18*.
[Signature]

Notary Public Signature

My commission expires:

Notary Seal



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

