

AMENDMENT NO. 2

This Amendment modifies Contract No. 1488-13992, for Enterprise Service Bus by and between the County of Cook, Illinois, herein referred to as "County" and Applications Software Technology LLC, authorized to do business in the State of Illinois hereinafter referred to as "Contractor":

RECITALS

Whereas, the County and Applications Software Technology Corporation have entered into a Contract approved by the County Board on December 16, 2015, (hereinafter referred to as the "Contract"), wherein the Contractor is to provide Enterprise Service Bus (hereinafter referred to as the "Services") from January 1, 2016 thru December 31, 2018 with two (2) one-year renewal options, in an amount not to exceed \$2,321,265.00; and

Whereas, Amendment No. 1 was executed on May 24, 2017 by the Chief Procurement Officer for an increase in the amount of \$149,534.96 for additional Services; and

Whereas, an increase in the amount of \$418,500.00 is required to add additional Services as listed in Attachment A, Office of the Chief Judge Automated Court Reminder System; and

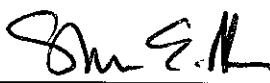
Now therefore, in consideration of mutual covenants contained herein, it is agreed by and between the parties to amend the Contract as follows:

1. The Contract is increased by \$418,500.00 and the Total Contract Amount is revised to \$2,889,299.96.
2. The Contract is hereby amended to incorporate Attachment A, Office of the Chief Judge Automated Court Reminder System.
3. The Identification of Sub-Contractors/Suppliers/Sub-Consultants Form, MBE/WBE Utilization Plan forms, and Economic Disclosure Statement included herein in Attachment B are incorporated and made a part of this Contract.
4. All other terms and conditions remain as stated in the Contract.

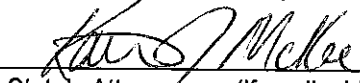
In witness whereof, the County and Contractor have caused this Amendment No. 2 to be executed on the date and year last written below.

County of Cook, Illinois

Applications Software Technology LLC

By: 
Chief Procurement Officer


Signed

By: 
State's Attorney (if applicable)

SHAJI ZECHARIAH
Type or print name

President
Title

Date: 6 July 2017

Date: June 29, 2017

ATTACHMENT A

OFFICE OF THE CHIEF JUDGE AUTOMATED COURT REMINDER SYSTEM

Amendment to Scope of Enterprise Service Bus Contract #1488-13992

Office of the Chief Judge

Automated Court Reminder System

Vendor: AST LLC

Version: 3.6

Release Date: March 31st, 2017

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1 EXECUTIVE SUMMARY

In an effort to lower the failure-to-appear (FTA) in court rate among defendants, and the rising costs associated with these FTAs, Cook County has decided to utilize ESB type data exchanges and interfaces to implement an Automated Court Reminder System (hereinafter ACRS). When a person has been arrested and processed by local law enforcement, they can enroll in the ACRS program to receive reminders for their court date, time, and location. The reminder call delivery service schedule can be determined by the legal agencies, with calls being automatically retried when there is no answer.

Goals of the Cook County Automated Court Reminder System are:

- Decrease the number of defendants that fail to appear in court
- Decrease the workload of court staff and law enforcement
- Provide cost savings to the court
- Provide a higher level of customer service

The system will involve the exchange of relevant data (court date, time, and location) between local law enforcement involving the Chicago Police Department's (hereinafter CPD) "Clear System", the Clerk of the Circuit Court's "KRIMS System" (hereinafter CCC), the Public Defender's Office (hereinafter PD) CMS eDefender, the Office of the Chief Judge (OCJ), the Sheriff's Office (hereinafter known as Sheriff), and the Bureau of Technology (hereinafter BOT), acting as the steward for the Interactive Voice Response (hereinafter IVR) system, the ACRS Database, and the ACRS Portal.

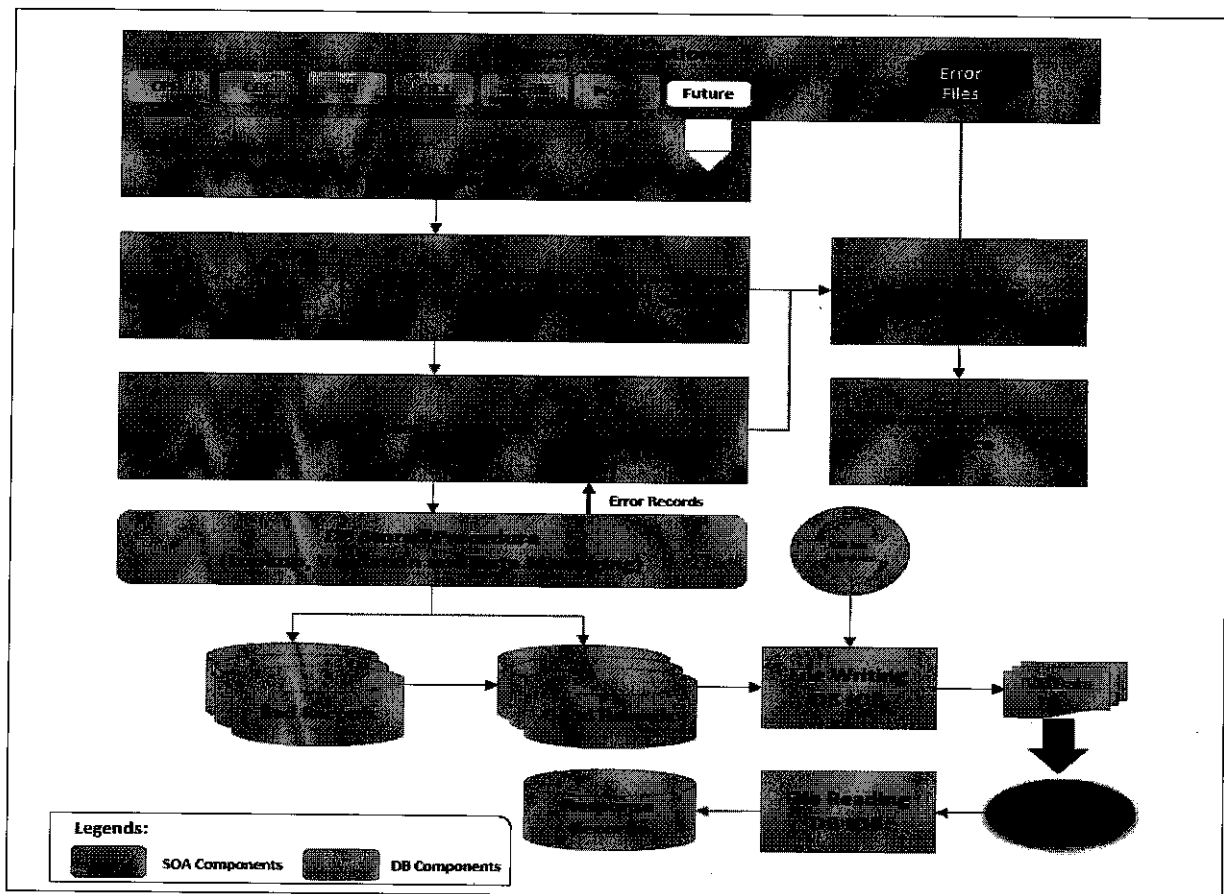
This document is intended to outline the scope, tasks, deliverables, roles, responsibilities, and timeframe for the implementation of ACRS for the Office of the Chief Judge at Cook County. This amended scope of work under the Enterprise Service Bus Contract #1488-13992, shall be governed by the PSA, SOW, Exhibits, and this Amendment mutually agreed by the parties.

2 SCOPE OF WORK

This section describes the scope of services associated with the implementation of the ACRS at Cook County.

2.1 PROPOSED ARCHITECTURE (HIGH-LEVEL)

AST will design and build the ACRS database and design and build five (5) interfaces that transfer the agencies' arrestee files to that dedicated database. The ACRS database will make available the court reminder information to the IVR system that will in-turn make the scheduled calls as required, updating the database with the results. AST will also configure a two-tiered error handling capability, with data validation (to be defined) specific to each agency and then across all agencies, for the ACRS that upon erroneous detection will return a file to the sending agency, notifying them of the error, allowing them to edit the file for resubmission.



2.2 TECHNOLOGY PLATFORM

The implementation will be based on the existing ESB Platform. The implementation will use the existing Development, Test, Stage, Production and DR Environment. It will follow the Implementation Methodology defined in Section 6 of the Enterprise Service Bus SOW **1488-13992**.

2.3 DATA EXCHANGES/INTERFACES

Listed below are the interfaces identified by the County and AST that will be required for the ACRS -

1	CPD to ACRS Database	Send the Court Date, Time, Location and other Arrest Information	Medium
2	CCC to ACRS Database	Send the Court Date, Time, Location and other Case Information	Medium
3	PD to ACRS Database	Update the defendant's or arrestee's contact information	Low
4	OCJ to ACRS Database	Update the defendant's or arrestee's contact information	Low
5	Sheriff to ACRS Database	Update the defendant's or arrestee's contact information	Low

For the above listed exchange and interfaces, AST will perform the following tasks;

- AST will provide documentation that identifies all sources of data, connections and interfaces between systems and transfers of data including a high level description of data received, processed, transferred and including archival and destruction
- AST will conduct a data classification assessment to review the data to be transferred across the systems, including file structure, content, timing, and security

Note: AST will not be responsible for the configuration of the Public Portal or IVR to the ACRS Database. AST will provide a knowledge transfer and understanding of the Database only, to assist the BOT.

2.4 IMPLEMENTATION SERVICES

The implementation scope of services includes:

- **Project Management:** Establish the necessary governance and resources to create and maintain a Project Office including coordination and collaboration with the County project management personnel.
- **Requirements Analysis:** Includes reviewing functional and technical requirements, business process documentation in order to develop County specific requirements and system design. AST will document a system's review of the data exchanges/interfaces:
 - Business Requirements Document
 - Data Classification assessment identifying that all sources of data are classified according the using Agency's data classification scheme.
 - Data information discovery documentation (Data sources, connections, and interfaces between agencies/systems and transfer of data including details of the data received, processed and transferred.)

- Provide sufficient level of documentation that identifies all sources of data, connections and interfaces between systems and transfers of data including a high level description of data received, processed, transferred and including archival and destruction.
- Provide documentation that describes the IT infrastructure which documents hardware components, software, operating systems, version numbers and databases that will be used for this proposed solution. (identifying the database, application, web and DMZ tiers of this project)
- Data Records Validation
- Document security controls (authentication and authorization)
- Document security audit logging and data retention requirements specific to the ACRS platform
 - Logs extraction capabilities must be exportable to a third party security information event management (SIEM) solution.
- Perform gap analysis for identification of missing business/functional requirements
- Non-functional requirements
- Solution Design
 - Create Technical Design Document
 - Design database with tables and fields to meet CRS operational needs
 - Source to Target mapping between a minimum of 5 agencies/systems:
 - CPD (Clear)
 - CCC (KRIMS)
 - PD (eDefender)
 - OCJ
 - Sheriff
- Data Classification assessment identifying that all sources of data are classified according to the using Agency's data classification scheme and across all agencies at the ACRS database level.
 - Provide sufficient level of documentation that identifies all sources of data, connections and interfaces between systems and transfers of data including a high level description of data received, processed, transferred and including archival and destruction
 - Technical Design for the Exchange/Interfaces
 - Two-tiered error handling design
 - Design services, orchestrate processes and configure business logic layers for ACRS events, procedures, and alerts (SOA, BPM)
 - Configure ESB system's administration controls for security, auditing, logging, and exception flows for the ACRS.
 - Configure one Business Activity Monitoring (BAM) dashboard for generation of ACRS reports based on a single data object
 - Upon completion of the solution design; signoff from the Chief Information Security Officer (CISO) must be provided prior to moving forward with the project.

- **System Configuration, Development:** Includes installation of system environment(s), configuring, developing business requirements, services and components.
 - Configuration, Development and Deployment in Development, Test, Stage, Production and DR Environments
 - Upon completion of the system configuration of the environment; signoff from the Chief Information Security Officer (CISO) must be provided prior to moving forward with the project.
- **Testing:** Includes creation of test strategy, plan and scripts, test execution and validation of the design requirements.
 - Create Test Strategy and Plan, Create Integration Test Cases
 - Conduct unit testing, integration testing and load testing, documenting the results
 - Support for UAT
 - Test for defects, apply fixes and retest until all issues are remediated
 - Vulnerability Scanning Requirements – AST will collaborate with ISO to perform a system and application vulnerability scanning prior to solution being migrated to production
 - AST understands the results of the scan will be provided with expectations set to have the identified vulnerabilities remediated according to the ISO Vulnerability Threat Management Policy timelines prior to the web application code being migrated.
 - County Project Manager and AST will schedule appropriate time frames for scanning of the environment prior to production migration.
 - Upon completion of the vulnerability scanning; signoff from the Chief Information Security Officer (CISO) must be provided prior to moving forward with the project.
 - High / Critical vulnerabilities must be remediated prior to production migration and will require CISO approval to move forward
- **Go-Live:** Includes production deployment of the solution, services and components etc.
 - Regression Testing
 - Implementation (cut-over) Plan
 - Production Deployment (Go-Live for all agencies)
 - Update Documents (Design and Administrative)
- **Post-Production Support:** Provide post-production support for twenty (20) business days (thirty (30) calendar days).
 - Production stabilization support
 - Review and resolve issues
 - Create and update System Maintenance documents
 - Transition open items to Managed Services after Post-Production support and warranty period have ended

COUNTY'S RESPONSIBILITIES (SCOPE)

The County shall be responsible for the following scope/services, as well as signoff for requirements, solution design, test results, and implementation design:

- Provide Initial requirements and facilitating stakeholder engagement.
- Ensure secure MOUs and MOAs are in place between participating agencies.
- Apply existing DB schema (BOT_SOA) for DB objects.
- Resubmission of failed files or records by originating agencies.

2.5 OUT OF SCOPE

The following activities are not included in the current scope of AST

- Any custom UI or Administrative screen development
- NIEM modeling
- Interfaces for Public Portal or IVR to the ACRS Database.

3 SUPPORT AND MAINTENANCE

The County requires seven (7) calendar days of production run without unplanned system downtime due to critical issues, except due to Oracle hardware infrastructure issues, before the production support begins.

AST shall provide twenty (20) business days (thirty (30) calendar days) of extended production support. The post-production support will be provided primarily by the staff members from the implementation team, along with the support personnel from the managed services group. The services provided will include:

- Coordinate with the County's Help Desk to provide Level 2 and Level 3 Support for the scoped data exchanges, Interfaces and Database
- Document and escalate issues with the project management team as necessary for resolution and deployment
- Monitor the system and resolve issues
- Coordinate reporting of product issues to the Oracle support and follow up for Oracle patches/solutions and implement the same as needed.
- Transition open issues to the extended support services (managed services) team at the end of the warranty period

AST warrants that the system shall be free from material defects and work as per approved specifications for a total period of sixty (60) continuous calendar days from the date of "Go Live" (The system being available for productive use in the production environment). AST's warranty services do not include or cover any offerings or services under the Oracle and other third party software and hardware service warranties the County has procured. **The first thirty (30) calendar days of warranty support shall run in parallel/overlap with the Post-Production Support being provided as part of the project.**

During the warranty period, any error or issue with the ACRS system, which the County determines to be caused by a defect in the AST-developed software code/configuration within the specifications of this amendment or related change orders, shall be reported to AST with all available/ requested documentation. AST shall use reasonable efforts, consistent with industry standards and within its control, to remediate the issue as it relates to AST-developed software code/configuration, at no charge to the County, after verifying the warranty claim. If the warranty claim is denied, AST shall provide the reason and documentation as reasonably requested by the County. AST and the County acknowledge that the warranty services do not cover routine production support services and troubleshooting.

3.1 MANAGED SERVICE SUPPORT

Prior to Production deployment of the ACRS, AST and the County shall mutually agree on the Managed Services Support required for the ACRS, as part of the current ESB platform and incorporated with the support guidelines currently in place for Enterprise Service Bus Contract #1488-13992 – Section 7.2 Extended Post Production (Managed Service) Support. AST shall not utilize Managed Services hours for project warranty support. Warranty period for this project will be 60 days.

4 SECURITY AND COMPLIANCE

ACRS Project will follow the data security and compliance requirements defined by Chief Information Security Officer (CISO) for the ESB Project and as required by this Contract 1488-13992. During the ACRS Solution Design phase, AST Architect and PM will work with Chief Information Security Officer (CISO) and get approvals for the ACRS project Security and Compliance.

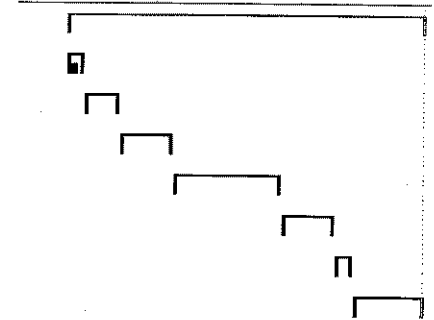
Under this project, all data-at-rest will not be stored outside of the continental United States.

5 PROJECT SCHEDULE

The following is the preliminary project schedule. This will be revised in consultation with the County project management at the start of the project.

Assuming the County Board grants approval on May 10th, the ACRS project could begin on May 22nd. This is an estimated timeline and will be revised in consultation with the County project management at the start of the project.

• ACRS Implementation	100 days
▸ Project Initiation	5 days
▸ Requirements Analysis	10 days
▸ Design	15 days
▸ Development	30 days
▸ Testing	15 days
▸ Deployment	5 days
▸ Post Implementation Support	20 days



Project Kickoff – 5 Business Days	Mon 5/22/17	Wed 5/26/17
Initiation, planning, scheduling		
Determine project scope		
Define project governance and communication plan		
Finalize WBS and Project Plan		
Requirements Analysis – 10 Business Days	Tue 5/30/17	Mon 6/12/17
Decomposition of systems, data, and services		
Review and update requirements documents		
Data classification and assessment		
Interface Specification – 7 Business Days	Tues 6/13/17	Wed 6/21/17
Drafting of requirements transformation with gap analysis and non-functional requirements into detailed system		
Draft mapping documents		
Draft metadata definitions documents		
Interface Design – 8 Business Days	Thurs 7/22/17	Mon 7/3/17
Technical design documents with complete Source to Target mapping, business process flow, and security components		
CISO review and approval of system design		
Source Code and Configuration – 15 Business days	Wed 7/5/17	Tue 7/25/17
Coding and interface development		
Configuration of SOA patterns, business logic, and security components		
Configuration, Development and Deployment in Development, Test, Stage, Production and DR Environments		
CISO review and approval of environments configuration		
Database Design and Build – 15 Business Days	Wed 7/26	Tues 8/15

Development and configuration of ACRS-specific database with necessary tables and fields		
Data validation rules		
Business logic configuration		
Error-handling		
BAM configuration		
CISO review of DB design and configuration		
Test Strategy and Testing – 15 Business Days	Wed 8/16	Tues 9/05
Create test plan and strategy, test cases		
Conduct unit testing		
Conduct integration testing		
Conduct load testing		
Vulnerability scanning and CISO review		
Production Deployment – 5 Business Days	Wed 9/06	Tues 9/12
Regression testing		
Implementation cut-over plan		
Vulnerability scanning and CISO review		
Go-Live/Production deployment		
Post-Production support – 20 Business Days	Wed 9/13	Tues 10/10
Post-Production support		
Review and resolve issues		
Create/Update Support Manual		
Transition to Managed Services		

6 AST AND COUNTY RESOURCE RESPONSIBILITIES

NOTE - All staff will be assigned to perform the Services on such basis (e.g., full time assignment or otherwise) as needed to ensure that the Services are provided in workmanlike manner and in accordance with this Agreement. Other than circumstances beyond AST's control (for example, death, medical disability, resignation, termination or military recall), designated AST staff to key roles shall not be removed from the project without thirty (30) days prior written notice to the County. The replacement staff for the key positions shall possess the required qualifications and skills to fulfill the responsibilities of the role, or AST shall bear replacement cost. The County shall have the right to review and approve such personnel, and such approval shall not be unreasonably withheld.

The following AST roles are designated, the Key Roles: Project Manager and Solution Architect.

The table below identifies the lead responsibility for all the important tasks on the project. The assignment of roles and responsibilities has been made in order to achieve a continuous and effective transfer of knowledge to facilitate the long term support of the system by County staff.

Lead	Ownership of the task and performing majority of the work.
Co-Lead	Co-ownership of the task, sharing responsibilities
Assist	Help the task owners by actively creating part of the deliverable or performing part of the activity

Role	Responsibility	AST	County
Project Manager	Project Governance	Co-Lead	Co-Lead
	Project Planning	Co-Lead	Co-Lead
	Project Management	Co-Lead	Co-Lead
	Status Reporting and Project Team Communication	Lead	Assist
	Issues Resolution	Co-Lead	Co-Lead
	Consulting Resource Allocation	Lead	N/A
	County Resource Allocation	N/A	Lead
	Scope Control	Co-Lead	Co-Lead
	Project Communication to Stakeholders	Assist	Lead
	Production Deployment	Lead	Assist
	Deliverable Acceptance	N/A	Assist
Business Analyst	Requirements Analysis and Definition	Lead	Assist
	Functional Design	Lead	Assist
	Interface Design	Lead	Assist
	Conduct Integration Testing	Lead	Assist
	User Acceptance Testing	Assist	Lead
Solution Architect	Plan Technical Architecture	Lead	Assist
	Solution Design	Lead	Assist
	Interface Design	Lead	Assist
	Establish Design and Build Standards	Lead	Assist
	Process Flow Design	Lead	Assist
	Design review	Lead	Assist
	System Testing	Lead	Assist
	Production Deployment and Stabilization	Lead	Assist
	Technical Design	Lead	Assist

Sr. Developer (Oracle SOA)	Development of Data Exchange Programs	Lead	Assist
	Modifications to Target/Source systems	Assist	Lead
	Unit Testing	Lead	Assist
	System Testing	Lead	Assist
	Production Migration	Lead	Assist
Information Security Architect/ Office	Requirements Analysis	Lead	Assist
	Functional Design & Signoff	Lead	Assist
	Interface Design & Signoff	Lead	Assist
	Solution Design & Signoff	Lead	Assist
	System Configuration Design & Signoff	Lead	Assist
	Vulnerability Testing & Signoff	Lead	Assist

7 DELIVERABLES

The table that follows provides the expected content and completion criteria of the deliverables required for the County's ACRS Implementation project. All non-system event deliverables will be provided in electronic format. When requested, hard copies will be provided.

Deliverable acceptance will follow the same process outlined in Appendix 2 of the ESB Contract #1488-13992.

Deliv	Deliverable	Description	Completion Criteria
ACRS-1	Project Kickoff - Initiation and Planning, Scope and Schedule; Project Governance and Communication Plan	Conduct Project Kick-off meeting and provide an overview of: <ul style="list-style-type: none"> • Project Scope • Project Schedule Deliverable includes Microsoft Power Point Project Approach Presentation	Live Event Complete, form signed (or email approval) by the County PM
ACRS-2	Project Plan and Requirements Analysis - Decomposition of systems, data, and services; Updated requirements documents; Data classification	Schedule showing tasks assigned to resources and timeline: <ul style="list-style-type: none"> • Updated Requirements Documents • WBS • Project Baseline • Resource Assignments at Task Level 	Approved by CISO, Project Sponsor. Form signed (or email approval) by the County PM
ACRS-3	Interface Specification Document- Create mapping documents and metadata definitions	Interface Specification Documents for ACRS Interfaces: <ul style="list-style-type: none"> • Mapping Documents • Meta Data Definitions 	Approved by CISO, Project Sponsor. Form signed (or email approval) by the County PM
ACRS-4	Interface Design Document - Technical design documents with complete Source and Target, business process, and security details	Interface design document shall provide the design for the specific interfaces and business process identified for data exchange: <ul style="list-style-type: none"> • Interface Design Document 	Approved by CISO, Project Sponsor. Form signed (or email approval) by the County PM
ACRS-5	Source Code and Configuration- Coding and interface development, configuration of SOA patterns, business logic, and security components	The deliverable is complete when the interfaces/process, server configuration, database configuration are complete and unit tested in development environment.	Approved by CISO, Project Sponsor. Form signed (or email approval) by the County PM
ACRS-6	Database Design and Build- Development and configuration of ACRS-specific DB, with appropriate fields, tables, data validation, and	The deliverable is complete when the DB design and configuration and BAM dashboard configuration is operational and tested in development environment.	PM and Project Sponsor approve design and build with signed form (or email approval).

	error handling; Configuration of BAM dashboard		
ACRS-7	Integration Test Cases - Create Test plan and strategy, test cases; Conduct unit testing, integration testing, and load testing	<ul style="list-style-type: none"> • Create Test Case Documents: • Testing Strategy- Identify test performance requirements • Test Cases • Test Data Setup • Document Test Results • Fix All Known Defects 	Approved by CISO, Project Sponsor. Form signed (or email approval) by the County PM
ACRS-8	Production Deployment- Go-Live; Regression testing, Cut-over plan; Production deployment	Go Live <ul style="list-style-type: none"> • Production Configuration Complete • Production Validation Complete • Production System made available to Users 	Live Event - System up and running without any critical incident for 7 consecutive days. Approved by CISO, Project Sponsor. Form signed (or email approval) by the County PM
ACRS-9	Create Installation and Deployment Guide- First 10 Business days of Production stabilization; Create system maintenance manual, documents	Create Installation and Deployment Guide <ul style="list-style-type: none"> • Provide Production Support after Go-Live • Create Interface/System Maintenance and Support Document 	Approved by CISO, Project Sponsor. Form signed (or email approval) by the County PM
ACRS-10	Post-production Support - Updated Post-Production Support Manual; Second 10 Business days of Production stabilization and support	Production Support Manual <ul style="list-style-type: none"> • Provide Production Support after Go-Live • Review and Resolve Issues • Transition all Open Issues to Extended Managed Services Team after warranty period 	Approved by CISO, Project Sponsor. Form signed (or email approval) by the County PM

8 PROJECT RESOURCE ESTIMATES

Based on our current understanding of the project scope, shown below are estimated resource hours to complete the proposed services outlined in the statement of work.

Resource Type (Implementation Sample)	Estimated Effort (Hours)
Project Manager	270
Solution Architect	455
SOA Developer	620
Business Analyst	165
Business Analyst (Test Lead)	180
Total Effort (Hours)	1,690

9 PAYMENT AND PRICING

Payment Invoices must conform to the terms set forth in Article 5, Section (b) of the Professional Services Agreement.

9.1 IMPLEMENTATION SERVICE COSTS

The project shall be managed as a fixed fee engagement and the County shall be billed at the completion of the milestones. AST resource estimates have been added to this document as requested by the County, but shall be managed by AST project management as per project needs.

The County shall pay for Implementation Services by Deliverable. Upon the County's Acceptance (see Appendix 1: Deliverable Acceptance) of any Deliverable or Milestone set forth in below table, AST will submit an invoice to the County in the amount of the Deliverable. The total amount for implementation services shall be **\$328,500**.

ID	Deliverable Name	Fees	Est. Milestone Date
ACRS-01	Project Kickoff	\$20,000	5/26/17
ACRS-02	Project Plan	\$20,000	6/12/17
ACRS-03	Interface Specification Document	\$33,000	6/21/17
ACRS-04	Interface Design Document	\$33,000	7/03/17
ACRS-05	Source Code and Configuration	\$60,000	7/25/17
ACRS-06	Database Design and Build	\$60,000	8/15/17
ACRS-07	Integration Test Cases	\$60,000	9/05/17
ACRS-08	Production Deployment	\$23,000	9/12/17
ACRS-09	Installation and Deployment Guide	\$10,000	9/26/17
ACRS-10	Post-production Support	\$9,500	10/10/17
	Implementation Sub-Total	\$328,500	
	Additional Service Fees		
ACRS-11	On-Going Support /Managed after Post – Production	\$50,000	Post 10/10/17
ACRS-12	Additional Change/Travel allowance	\$40,000	TBD
		\$3,500	

9.2 ADDITIONAL SERVICES FEES

No work shall be performed against On-Going Support/Managed Service or Additional Change/Travel Allowance funds without written approval from the County's designated Project Manager. AST resources will be charged at AST's rate card listed in Section 9.5 to determine the fees for the additional work.

9.3 TRAVEL

There shall be no additional travel charges. All travel expenses are incorporated into pricing for implementation services, and any additional services outside the scope shall be estimated as set forth in AST Rate Card for Additional Service Fees. All Travel must be pre-approved and comply with the Cook County Travel Policy, attached to Contract 1488-13992 as Exhibit X.

9.4 SOFTWARE AND HARDWARE FEES

There is no software or hardware fee associated with this project. The installation will be done on the existing hardware/software configuration at the County.

9.5 AST RATE CARD (ADDITIONAL SERVICES)

Below hourly labor rate card will be applied for any additional services. No work shall be performed without a written approval from the County. The hourly and travel rates will increase annually at CPI+2%.

#	Role	Hourly Rate	w/Travel
3.001	Project Manager	\$200	\$240
3.002	Solution Architect	\$195	\$235
3.003	SOA Consultant - Developer	\$180	\$220
3.004	Trainer	\$165	\$205
3.005	DBA/Middleware Administrator	\$170	\$210
3.006	Business Analyst	\$160	\$200
3.007	Sys Admin, Hardware Admin	\$160	\$200
3.008	Managed Services Lead - Support	\$200	\$240
3.009	SOA Consultant – Support	\$180	\$220

10 ASSUMPTIONS

The following are the project assumptions are included in developing the scope of work and payment schedule.

SCOPE AND OBJECTIVE ASSUMPTIONS

1. The scope and schedule are fixed. The resource and cost estimates have been based on fixed scope and schedule. Any change in scope or schedule may be addressed through the Project change order process.
2. The project start date and schedule details will be finalized in consultation with the County project management during the planning phase.
3. Any changes to the overall solution which are not identified in this SOW may have an impact on the implementation costs and shall be defined by Appendix 1 from ESB contract #1488-13992, Project Change Order Process.
4. AST's scope for data exchange implementation would be limited to integration of source and target systems using ESB, any change on the Source or Target systems will be the responsibility of the County.
5. The County will provide adequate workspace and infrastructure for the consultants assigned to the project (including but not limited to telephone, internet connection, remote/VPN access to all project related applications, the network, and existing documentation). Such connectivity needs to be ready and available as soon as possible of each consultant's start date on the project.
6. The implementation shall use County's existing network, DNS server, load-balancer, back-up, archiving, Document repository, and incident/issue management systems.
7. Managed support services scope is limited to Tier-2 and Tier-3 support only. Tier-1 Support will be provided by County helpdesk/support team.

PROJECT PLAN ASSUMPTIONS

1. Due to federal tax laws, consultants traveling for long periods to the same project site must be cycled off after twelve (12) months. They will be transferred to work on an unrelated project for twenty-two (22) consecutive business days. AST will develop a staffing plan for such tax sabbaticals to minimize project impacts and communicate to the County as part of the initial project plan development for each phase. Since the project is estimated at 100 business days, AST should plan that the resources who start the project can finish the project and provide post production support without violating the 12 month restriction.
2. AST personnel will be assigned, as needed, to complete the AST deliverables as per the project timeline. The consulting resources would generally follow the staffing profile but will change according to project needs as decided by AST's project manager.
3. AST consultants shall generally observe a 4-day work week, when onsite. Some portion of implementation work will be performed remotely, unless the County requires them to be onsite for some purposes for which AST will be notified in advance.
4. AST consultants will honor all holidays observed by the County, although, with permission, may choose to work on holidays and weekends when appropriate.

11APPENDICES

The ACRS project will continue to follow the terms and conditions outlined in the Appendices of ESB Contract 1488-13992, including Appendix 1: Project Change Order Process and Appendix 2: Deliverable Acceptance

ATTACHMENT B

IDENTIFICATION OF SUBCONTRACTOR/SUPPLIER/SUBCONSULTANT FORM

MBE/WBE UTILIZATION PLAN FORMS

ECONOMIC DISCLOSURE STATEMENT

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

OCPO ONLY:
☐ Disqualification
☒ Check Complete

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

Bid/RFP/RFQ No.: RFP No. 1488-13992	Date: 04/06/2017
Total Bid or Proposal Amount: \$2,889,299.96	Contract Title: Enterprise Service Bus (ESB) RFP
Contractor: AST LLC	Subcontractor/Supplier/ Subconsultant to be added or substitute: System Solutions, Inc. (SSI)
Authorized Contact for Contractor: Pravin Kumar	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Nicole Olivera
Email Address (Contractor): pkumar@astcorporation.com	Email Address (Subcontractor): nicole.olivera@thessi.com
Company Address (Contractor): 1755 Park Street, Suite 100	Company Address (Subcontractor): 3630 Commercial Avenue
City, State and Zip (Contractor): Naperville, IL 60563	City, State and Zip (Subcontractor): Northbrook, IL 60062
Telephone and Fax (Contractor) (630) 778-1180 / (630) 778-1179 Fax	Telephone and Fax (Subcontractor) (847) 272-6160
Estimated Start and Completion Dates (Contractor) December 1, 2015 – November 30, 2018	Estimated Start and Completion Dates (Subcontractor) December 1, 2015 – July 31, 2017

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>
Oracle servers and storage	\$537,948.96

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
Name Applications Software Technology LLC
Title CEO
Pravin Kumar 4/24/17
Prime Contractor Signature Date

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

OCPO ONLY:
☐ Disqualification
☒ Check Complete

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

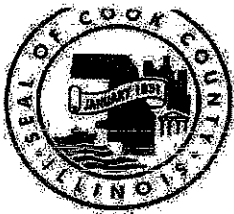
Bid/RFP/RFQ No.: RFP No. 1488-13992	Date: 04/14/2017
Total Bid or Proposal Amount: \$2,889,299.96	Contract Title: Enterprise Service Bus (ESB) RFP
Contractor: AST LLC	Subcontractor/Supplier/ Subconsultant to be added or substitute: LG Associates dba Asen Computer
Authorized Contact for Contractor: Pravin Kumar	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Lana Gertz
Email Address (Contractor): pkumar@astcorporation.com	Email Address (Subcontractor): lana.gertz@asen.com
Company Address (Contractor): 1755 Park Street, Suite 100	Company Address (Subcontractor): 900 N. National Parkway, Suite 155
City, State and Zip (Contractor): Naperville, IL 60563	City, State and Zip (Subcontractor): Schaumburg, IL 60173
Telephone and Fax (Contractor) (630) 778-1180 / (630) 778-1179 Fax	Telephone and Fax (Subcontractor) (847) 995-1300
Estimated Start and Completion Dates (Contractor) December 1, 2015 – November 30, 2018	Estimated Start and Completion Dates (Subcontractor) December 1, 2015 – November 30, 2018

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>
IT staffing professionals	\$473,306.03

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 Applications Software Technology LLC
 Name CEO
 Title Pravin Kumar
 Prime Contractor Signature 4/24/17 Date

**TONI PRECKWINKLE**

PRESIDENT

Cook County Board
of CommissionersRICHARD R. BOYKIN
1st DistrictROBERT STEELE
2nd DistrictJERRY BUTLER
3rd DistrictSTANLEY MOORE
4th DistrictDEBORAH SIMS
5th DistrictEDWARD M. MOODY
6th DistrictJESUS G. GARCIA
7th DistrictLUIS ARROYO JR.
8th DistrictPETER N. SILVESTRI
9th DistrictBRIDGET GAINER
10th DistrictJOHN P. DALEY
11th DistrictJOHN A. FRITCHEY
12th DistrictLARRY SUPEREDIN
13th DistrictGREGG GOSLIN
14th DistrictTIMOTHY O. SCHNEIDER
15th DistrictJEFFREY R. TOBOLSKI
16th DistrictSEAN M. MORRISON
17th District

OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ

DIRECTOR

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

June 14, 2017

Ms. Shannon E. Andrews
Chief Procurement Officer
118 N. Clark Street
County Building-Room 1018
Chicago, IL 60602Re: Contract No.: 1488-13992 (Amendment No. 2)
Descriptions Enterprise Service Bus
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: Application Software Technology Corporation

Original Contract Value: \$2,321,265.00

Increase Contract Value: \$149,534.96 (Amendment No.1)

New Contract Amount: \$2,470,799.96

Increase Contract Value: \$418,500.00 (Amendment No.2)

New Contract Amount: \$2,889,299.96

Contract Goal: 35% MBE/WBE

<u>MBE/WBE</u>	<u>Status</u>	<u>Certifying Agency</u>	<u>Commitment (Direct)</u>
System Solution, Inc.	MBE (8)	City of Chicago	18.62%
LG Associates dba Asen	WBE (7)	City of Chicago	16.38%
Computer Associates			
Total			35%

*Commitment percentages are based on the new contract value.

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

Sincerely,

Jacqueline Gomez
Contract Compliance Director
JG/aleCc: Richard Sanchez, OPO
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: LG Associates, Inc. dba Asen Computer Associates

Address: 900 N. National Parkway, Ste. 155, Schaumburg, IL 60173

E-mail: lana.gertz@asen.com

Contact Person: Lana Gertz Phone: (847) 995-1300

Dollar Amount Participation: \$ 473,306.03

Percent Amount of Participation: 16.38 %

*Letter of Intent attached? Yes ☒ No ☐

*Current Letter of Certification attached? Yes ☒ No ☐

MBE/WBE Firm: System Solutions, Inc.

Address: 3630 Commercial Ave., Northbrook, IL 60062

E-mail: nicole.olivera@thessi.com

Contact Person: Nicole Olivera Phone: (847) 272-6160

Dollar Amount Participation: \$ 537,948.96

Percent Amount of Participation: 18.62 %

*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

MWBE Firm: LG Associates dba Asen Computer Assoc. Certifying Agency: City of Chicago
 Contact Person: Lana Gertz Certification Expiration Date: 12/01/2019
 Address: 900 N. National Parkway, Ste. 155 Ethnicity: _____
 City/State: Schaumburg, IL Zip: 60173 Bid/Proposal/Contract #: RFP No. 1488-13992
 Phone: (847) 995-1300 Fax: (847) 995-1305 FEIN #: 36-4326613
 Email: lana.gertz@asen.com
 Participation: ☒ Direct ☐ Indirect

Will the MWBE firm be subcontracting any of the goods or services of this contract to another firm?

☒ No ☐ Yes - Please attach explanation. Proposed Subcontractor(s): None

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

IT staffing professionals

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

\$473,306.03 16.38% Net 30

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.

Lana H. Gertz
Signature (MWBE)

Lana L. Gertz
Print Name

LG Associates, Inc. dba Asen Computer Associates
Firm Name

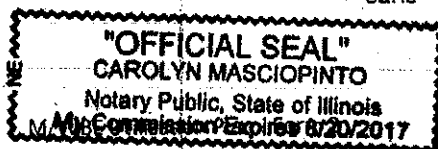
04/18/2017
Date

Subscribed and sworn before me

this 18 day of April, 20 17

Notary Public Carolyn Masciopinto

SEAL



Pravin Kumar
Signature (Prime Bidder/Proposer)

PRAVIN KUMAR
Print Name

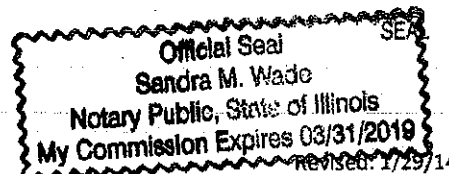
AST LLC
Firm Name

04/20/17
Date

Subscribed and sworn before me

this 20th day of April, 20 17

Notary Public Sandra M. Wade





NOV 17 2014

DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

Lana Gertz
LG Associates, Inc. DBA Asen Computer Associates
900 N National Parkway #155
Schaumburg, IL 60173

Dear Lana Gertz:

We are pleased to inform you that **LG Associates, Inc. DBA Asen Computer Associates** has been recertified as a **Women-Owned Business Enterprise ("WBE")** by the City of Chicago ("City"). This **WBE** certification is valid until **12/01/2019**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **12/01/2015, 12/01/2016, 12/01/2017, and 12/01/2018**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **12/01/2019**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **10/01/2019**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **WBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code(s):

541511 – Computer Programming Services, Custom

541511 – Computer Software Support Services, custom

541512 – Computer Systems Integration Design Consulting Services

541513 – Facilities (i.e., clients' facilities) Support Services, Computer systems or Data

Your firm's participation on City contracts will be credited only toward **Women-Owned Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,



Jamie L. Rhee
Chief Procurement Officer
JLR/es

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: System Solutions, Inc.

Certifying Agency: City of Chicago

Contact Person: Nicole Olivera

Certification Expiration Date: 10/1/2018

Address: 3630 Commercial Ave.

Ethnicity: Asian

City/State: Northbrook, IL Zip: 60062

Bid/Proposal/Contract #: RFP No. 1488-13992

Phone: (847) 272-6160 Fax: (847) 272-8465

FEIN #: 36-3589055

Email: nicole.olivera@thessi.com

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): None

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)

Oracle servers and storage

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

<u>\$537,948.96</u>	<u>18.62%</u>	<u>Net 30</u>
---------------------	---------------	---------------

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.

Nicole Olivera
Signature (M/WBE)

Pravin Kumar
Signature (Prime Bidder/Proposer)

Nicole Olivera
Print Name

PRAVIN KUMAR
Print Name

System Solutions Inc.
Firm Name

AST LLC
Firm Name

04/18/17
Date

04/20/17
Date

Subscribed and sworn before me

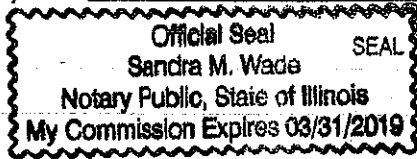
Subscribed and sworn before me

this 18th day of April, 2017

this 20th day of April, 2017

Notary Public Faeza Salehshai

Notary Public Sandra M. Wade



Vendor InformationCLOSE WINDOW  HELP**Vendor Information**

Business Name **System Solutions, Inc.**
Owner **Mr Naushad S Ali**
Address **3630 Commercial Avenue**
> [Map This Address](#) **Northbrook, IL 60062-1823**
Phone **847-272-6160 Ext. 235**
Fax **847-272-8465**
Email **zulfi@thessi.com**
Website **<http://www.thessi.com>**

Certification Information

Certifying Agency **City of Chicago**
Certification Type **MBE - Minority Business Enterprise**
Certification Date **10/3/2016**
Renewal Date **10/1/2017**
Expiration Date **10/1/2018**
Certified Business Description **NAICS 811212 Computer equipment repair and maintenance services without retailing new computers**
NAICS 811212 Computer peripheral equipment repair and maintenance, without retailing new computer peripheral equipment
NAICS 811212 Computer repair and maintenance services, without retailing new computers

Commodity Codes

Code	Description
NAICS 811212	Computer equipment repair and maintenance services without retailing new computers
NAICS 811212	Computer peripheral equipment repair and maintenance, without retailing new computer peripheral equipment
NAICS 811212	Computer repair and maintenance services, without retailing new computers

Customer Support

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[Print This Page](#)

COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX

AST

(APPLICATION SOFTWARE TECHNOLOGY LLC)

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1-2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 - 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15-17
6	Cook County Signature Page	EDS 18

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

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

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

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

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

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

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

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

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

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

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

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

Lobbyist means any person who lobbies.

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

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

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

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

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

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

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

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

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

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

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

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

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

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

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

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

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 States 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
_____	_____
_____	_____
_____	_____

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:

N/A

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.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an: ☐ Original Statement or ☐ Amended Statement

Identifying Information:

Name Applications Software Technology LLC

D/B/A: _____

FEIN NO.: 36-4038140

Street Address: 1755 Park Street, Suite 100

City: Naperville

State: IL

Zip Code: 60563

Phone No.: 630-778-1180

Fax Number: 630-778-1179

Email: pkumar@astcorporation.com

Cook County Business Registration Number: _____

(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): _____

Form of Legal Entity:

☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Trustee of Land Trust

☐ Business Trust ☐ Estate ☐ Association ☐ Joint Venture

☒ Other (describe) 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
Tailwind Capital Partners II, LP	485 Lexington Ave., 23rd Floor, New York, NY, 10017	51.4%
Pravin Kumar	1755 Park Street, Suite 100, Naperville, IL 60563	19.6%
Shaji Zechariah	1755 Park Street, Suite 100, Naperville, IL 60563	19.6%
Tailwind Offshore Holding II, LP	485 Lexington Ave., 23rd Floor, New York, NY 10017	7.1%

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
NA		

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
NA			

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
Tailwind AST Sub Corporation	485 Lexington Ave., 23rd Floor, New York, NY 10017	Member	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

Pravin Kumar

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

Pravin Kumar

Signature

pkumar@astcorporation.com

E-mail address

Chief Executive Officer

Title

2/2/2017

Date

630-778-1180

Phone Number

Subscribed to and sworn before me
this 2nd day of Feb, 2017.

x *Cindy NGE*
Notary Public Signature

My commission expires:





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: APPLICATIONS SOFTWARE TECHNOLOGY, LLC

Address of Person Doing Business with the County: 1755 PARK STREET, STE. 100, NAPERVILLE, IL 60563

Phone number of Person Doing Business with the County: 630-778-1180

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:
S.CARTHANS, SENIOR CONTRACTS MANAGER, 630-778-1180

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 preceding 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: _____

CONTRACT NUMBER 1488-13992

The aggregate dollar value of the business you are doing or seeking to do with the County: \$2,889,299.96

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: JIM GAVIN

Vendor Contract Manager, Bureau of Technology O-(312) 603-3262 C - (312) 505-3313

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: JIM GAVIN

Vendor Contract Manager, Bureau of Technology O-(312) 603-3262 C - (312) 505-3313

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

Check the box that applies and provide related information where needed

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

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

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

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

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

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

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

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

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

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A			
Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A			
Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A			

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

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

Douglas M. Black, C.F.O.
Signature of Recipient

June 9, 2017
Date

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

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

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

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

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

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

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

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

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

I. Contract Information:

Contract Number: 1488-13992

County Using Agency (requesting Procurement): Bureau of Technology

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Applications Software Technology LLC

Substantial Owner Complete Name: Pravin Kumar

FEIN# 36-4038140

Date of Birth: _____

E-mail address: pkumar@astcorporation.com

Street Address: 1755 Park Street, Suite 100

City: Naperville

State: IL Zip: 60563

Home Phone: (630) 778 - 1180

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.

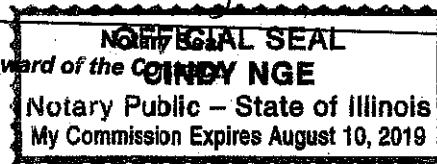
Signature: Pravin Kumar Date: 02/01/17

Name of Person signing (Print): Pravin Kumar Title: Chief Executive Officer

Subscribed and sworn to before me this 2nd day of February, 20 17

X [Signature]
Notary Public Signature

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



SECTION 5

CONTRACT AND EDS EXECUTION PAGE
PLEASE EXECUTE THREE ORIGINAL COPIES

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

Execution by Corporation

Corporation's Name

President's Printed Name and Signature

Telephone

Email

Secretary Signature

Date

Execution by LLC

Applications Software Technology, LLC

LLC Name

June 30, 2017

Date


 *Member/Manager Printed Name and Signature

630-778-1180, szechariah@astcorporations.com

Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

*Partner/Joint Venturer Printed Name and Signature

Date

Telephone and Email

Execution by Sole Proprietorship

Printed Name and Signature

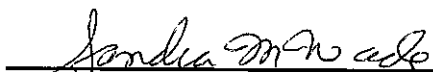
Date

Telephone

Email

Subscribed and sworn to before me this

30th day of June, 2017



Notary Public Signature

My commission expires:

03/31/19

Notary Seal

