

AMENDMENT NO. 2

This Amendment No. 2 (the "Amendment") modifies the Agreement (as defined below), and is by and between the County of Cook, Illinois, herein referred to as "County," and WorkForce Software, LLC, authorized to do business in the State of Illinois hereinafter referred to as "Consultant" (County and Consultant, each a "Party" and collectively the "Parties").

RECITALS

Whereas, the County and Consultant have entered into a certain Professional Services Agreement, Enterprise Time and Attendance System, agreement No. 2003-18500, approved by the County Board on December 17, 2020, with an effective date of December 31, 2020, as amended by Amendment No. 1 thereto (hereinafter referred to as the "Agreement"), wherein the Consultant was to provide Services, as defined in the Agreement, from December 31, 2020 through December 30, 2025, with a Contract Value of \$6,756,726.00, with one (1) three-year and one (1) two-year renewal options (the "Renewal Options"); and

Whereas, Amendment No. 1 was executed by the Parties on August 11, 2023, to clarify, revise, and amend certain terms of the Agreement in order for County to use the most current version of the SaaS Service, to increase the Contract Value by an amount of \$76,320.00, and to increase the total Contract Value of the Agreement to \$6,833,046.00; and

Whereas, the Agreement will expire December 30, 2025, and the agreed upon Services are still required; and

Whereas, an increase of the Agreement amount is required for the continuation of Services, and pursuant to Article 10 Section c of the Agreement, the County and Consultant desire to increase the Agreement in the amount of \$5,052,346.00; and

Whereas, pursuant to Article 4 Section c of the Agreement, the County and Consultant desire to exercise both of its Renewal Options, and as such renew the Agreement for five (5) years beginning on December 31, 2025, through December 30, 2030.

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

1. The Agreement is renewed through December 30, 2030.
2. The Agreement is increased by \$5,052,346.00 and the total Contract Value is revised to \$11,885,392.00.
3. As of and from December 31, 2025, the Agreement is hereby amended to delete Exhibit 1, WorkForce Software SaaS Services Schedule, in its entirety and replace it with Attachment A of this Amendment, WorkForce Software SaaS Services Schedule.
4. As of and from December 31, 2025, the Agreement is hereby amended to delete Exhibit 2 of the Agreement, Purchase of Data Collection Equipment and Related Support Services, in its entirety and replace it with Attachment B of this Amendment, WorkForce Software Hardware Purchase Schedule.

5. As of and from December 31, 2025, the Agreement is hereby amended to delete Attachment 1 to Exhibit 3, Managed Services Support Plan, in its entirety and replace it with Attachment C of this Amendment, Application Managed Services Statement of Work.
6. The Agreement is hereby amended to add the information contained in Attachment D of this Amendment, Compensation Schedule, to Exhibit 2, Compensation Schedule.
7. The attached updated Identification of Sub-Contractors/Suppliers/Sub-Consultants Form, MBE/WBE Utilization Plan forms, certificate of insurance, and Economic Disclosures Statement under Attachment E of this Amendment are incorporated and made a part of the Agreement.
8. All other terms and conditions remain as stated in the Agreement.

In witness whereof and pursuant to County Board approval on December 18, 2025, the County and Consultant have caused this Amendment to be executed on the date and year last written below.

County of Cook, Illinois

By: Raffi Sarrafian
Chief Procurement Officer
Digitally signed by Raffi Sarrafian
Date: 2025.12.30 13:41:20 -06'00'

Date: _____

By: Brian Tracy
State's Attorney (if applicable)
Brian Tracy
Type or print name (if applicable)

Date: 12/31/2025

WorkForce Software, LLC

Signed David Kwon
Digitally signed by David Kwon
Date: 2025.12.30 10:56:39 -05'00'

David Kwon
Type or print name

President and Secretary
Title

Date: 12/30/25

ATTACHMENT A

WORKFORCE SOFTWARE SAAS SERVICES SCHEDULE

This WorkForce Software SaaS Services Schedule (“Schedule”) is made a part of the Professional Services Agreement (Contract # 2003-18500) dated December 31, 2020 (the “Agreement”) between WorkForce Software, LLC (“WFS”) and the “Customer” set forth below.

Customer:	Cook County Government Bureau of Technology	Schedule Effective Date:	<u>January 01, 2026</u>
Address:	118 N. Clark St. Chicago, IL 60008 United States	Commencement Date:	January 01, 2026
		Initial Term:	60 month(s) from Commencement Date

Service	Description	Quantity	Customer Discounted Unit Price	Total Amount
SaaS Services				
WorkForce T&A	WorkForce Time and Attendance - Base Time and Attendance – Timesheets, Basic Schedules, Absences, Calculations, Period Processing.	22,000	\$18.95	\$416,900.00
WorkForce ACT	Leave Determination, Active case Management, Policy Compliance, Leave Regulation Update Service (United States and Canada)	22,000	Included	Included
Report Authoring Tool	1 Named User	5	Included	Included

Third Party Services				
WFS Analytics	Analytics tool for Time, Attendance and Scheduling	22,000	Included	Included
IVR – Clock In/Out Per Completed Call Fee & Reporting Sick Per Completed Call Fee	Touch-tone time entry per Completed Call from United States	336,000 Completed Calls Per Year (28,000 Completed Calls Per Month)	\$0.151 Per Completed Call	\$50,736.00
Miscellaneous Fees				
Additional Environment	Environments in addition to production, test, and development. One (1) Training Environment – may not be used for live or production use.	1	Included	Included
Standard Software Support Renewal	Standard Software Support	1	Included	Included
Amount Due – First Year				\$467,636.00
Total Amount Due	Plus Overage Fees, if any	Currency: USD		\$2,338,180.00

Payment Terms

1. Minimum Amount Due: \$467,636.00/yr. times 5 annual payments = \$2,338,180.00
2. Payments are invoiced and due annually in advance, with the first payment due on the Commencement Date.
3. **SaaS Services & WFS Analytics Products:** Customer shall be charged Overage Fees for any excess usage over the committed quantities herein, which shall be invoiced monthly in arrears.
4. **IVR Product only:** Customer shall be charged Overage Fees (\$0.173/call) for any excess usage over the committed quantities herein, which shall be invoiced monthly in arrears in excess of 28,000 Completed Calls.

Terms and Conditions

The parties agree as follows:

1. "Active Employee" or "Employee" means an employee, leased employee, contractor, or sub-contractor, or equipment that has employee records with an active status within the SaaS Service. All Employees terminated within the Customer Human Resources Information System shall retain an active status within the SaaS Service for a period of thirty (30) days or as otherwise agreed to account for the final, post-termination processing of employee data.
2. Usage of the applications and extensions herein shall be measured by Employee unless specified otherwise.
3. "Named User" is an individual authorized by Customer to use the particular application or service regardless of whether the individual is actively using the program or service at any given time.
4. "Completed Call" shall mean any IVR call that is successfully entered on the Active Employee's timesheet.
5. The Report Authoring Seat and associated ability to view reports may only be used if the reports created or viewed contain data generated by the SaaS Service.
6. Although WFS may provide access to Customer to modules other than those subscribed to above, Customer may use only the modules of the SaaS Service specified in this Schedule.
7. One (1) Production Environment, one (1) Test Environment, and one (1) Development Environment shall be provided in addition to any other environments specified in this Schedule.
8. Customer shall be entitled to up to ten (10) Environmental Refresh per year at no additional charge which shall be the duplication of data between any of the Environments specified above.

- 9. Customer hereby agrees to use the SaaS Service in compliance with the Acceptable Use Policy located at <https://www.workforcesoftware.com/acceptable-use-policy/> (attached here in its current form as of the signing of this amendment as Addendum A), as may be reasonably modified from time-to-time with notice to Customer.
- 10. Definitions: PM = Per Month | PEPY = Per Employee Per Year | PIPY = Per Item Per Year | PNUPY = Per Named User Per Year | PMIN = Per Minute | PSEC = Per Second | PSPY = Per Store Per Year

All capitalized terms used in this Schedule have the meanings set forth herein or as specified in the Agreement. Execution of this Schedule represents the acceptance by Customer and WFS of all terms set forth herein. Except as expressly set forth or modified herein, all terms of the Agreement shall remain in full force and effect and are incorporated by reference herein. In the event of any conflict between the terms of this Schedule and of the Agreement, the terms of the Agreement shall control.

CUSTOMER

Date: _____

Signature: Raffi Sarrafian Digitally signed by Raffi Sarrafian
Date: 2025.12.31 10:52:59 -06'00'

Printed Name: _____

Title: _____

WORKFORCE SOFTWARE, LLC

Date: 12/30/25

Signature: David Kwon Digitally signed by David Kwon
Date: 2025.12.30 10:57:27 -05'00'

Printed Name: David Kwon

Title: President and Secretary

Addendum A

Acceptable Use Policy

This Acceptable Use Policy describes policies regarding the acceptable use of WorkForce Software's SaaS Services.

Users shall not:

- use another user's account without permission;
- send unsolicited communications, promotions or advertisements, or spam;
- publish or link to malicious content intended to damage or disrupt another user's browser or computer or to compromise a user's privacy;
- access, tamper with, or use non-public areas of the SaaS Service, WFS's computer systems, or the technical delivery systems of WFS's providers;
- probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures;
- access or search the SaaS Services by any means other than publicly supported interfaces;
- use the SaaS Services to send altered, deceptive, or false source-identifying information;
- interfere with, or disrupt, the access of any user, host, or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the SaaS Services, or by scripting the creation of content in such a manner as to interfere with or create an undue burden on the SaaS Services. International users shall comply with all local laws regarding online conduct and acceptable content.

Users shall not post content that:

- may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to the user, to any other person, or to any animal;
- may create a risk of any other loss or damage to any person or property;
- seeks to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable details, or otherwise;

- may constitute or contribute to a crime or tort;
- contains any information or content that WFS deems to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane, or otherwise objectionable;
- contains any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party's trade secrets);
- contains pornographic content or content that depicts violence or illegal activity;
- contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships;
- contains any information or content that you know is not correct and current;
- violates rights of any kind, including without limitation any intellectual property rights or rights of privacy.

ATTACHMENT B

WORKFORCE SOFTWARE HARDWARE PURCHASE SCHEDULE

This schedule (“Schedule”) is made part of the Professional Services Agreement dated December 31, 2020 (the “Agreement”) by and between WorkForce Software, LLC (“WFS”) and Cook County (“Customer”).

Customer shall purchase the following quantities of data collection equipment, badges, and related accessories (collectively the “Hardware” or “Equipment”), and a Support Plan for such Hardware from WFS:

Description	Qty	Unit Price	Extended Amount
Hardware Products			
WorkForce Time 4000 Time Clocks	664	N/A – customer already has clocks	N/A – customer already has clocks
WFS 4050 Purchase + Battery + Suprema Biometrics + PoE + HID ProxPoint Reader (W6434)	10	N/A – customer already has clocks	N/A – customer already has clocks
Support Plan			
Standard Hardware Support	674	\$115.50	\$77,847.00
Support Term: January 01, 2026 to December 31, 2028 (Invoiced Annually in Advance)			
AMOUNT DUE – Year 1			\$77,847.00
AMOUNT DUE – Year 2			\$77,847.00
AMOUNT DUE – Year 3			\$77,847.00
Total Amount Due		Currency: USD	\$233,541.00

Clock Delivery Info
N/A – renewal only

HARDWARE PURCHASE TERMS

1. **The Hardware.** Payment for the above amounts are due in accordance with the Agreement. In the event Customer elects to purchase additional Hardware pursuant to this Schedule, the Hardware shall be (a) subject to the terms and conditions herein, (b) supported co-terminously with the Hardware herein, and (c) the fees due initially for the additional Hardware shall be due pursuant to the terms herein with the fees for the remaining Support Plan term pro-rated and any future payments for Support shall be concurrent with the current payment schedule herein. All prices are exclusive of shipping and handling charges, taxes or duties which will be paid by Customer unless specifically

noted. Customer is responsible for installation unless it has contracted with WFS for installation under a separate Agreement.

- a. **Delivery Terms:** Hardware orders with a named place of destination will be shipped with DAP (Delivered at Place) Incoterm® 2020. In cases where the Hardware is ultimately destined for an international location, but WFS is delivering the Hardware to an inland Customer-appointed Freight Broker or Freight Forwarder, Hardware orders will be shipped with FCA (Free Carrier) Incoterm® 2020. For international shipments, Hardware title passes to Customer upon carrier notification that Hardware clears the port of entry. For domestic shipments, title passes to Customer upon full payment for the Hardware.
2. WFS DOES NOT WARRANT OR REPRESENT THAT THE HARDWARE OR ANY PORTION THEREOF WILL BE ERROR FREE OR OPERATE UNINTERRUPTED OR THAT WFS WILL CORRECT ALL ERRORS. WFS MAKES NO WARRANTY WITH RESPECT TO THE HARDWARE OR WFS'S PERFORMANCE OF SERVICES UNDER THIS AGREEMENT, EXPRESS OR IMPLIED, AND WFS HEREBY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
3. The Hardware is not fault tolerant and is not designed or intended for use in hazardous environments requiring fail safe performances including any application in which its failure could lead directly to death, personal injury or severe physical or property damage (collectively, "**High Risk Activities**"). WFS expressly disclaims all liability and any express or implied warranty for High Risk Activities. WFS shall not be liable for any injuries caused by the use of the Hardware.
4. **Special Provisions Applicable to Biometric Data.**
 - 4.1 "**Biometric Data**" includes the information collected by Hardware and/or any Embedded Software that use finger and/or hand scan technology, which potentially may include Biometric Identifiers and Biometric Information.
 - 4.2 "**Biometric Identifier**" means a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry.
 - 4.3 "**Biometric Information**" means any information, regardless of how it is captured, converted, stored, or shared, based on an individual's biometric identifier used to identify an individual.
 - 4.4 "**Biometric Services**" means services provided by WFS to Customer via the use of Hardware and/or Embedded Software, to the extent such Hardware and/or Embedded Software collects, stores, or uses Biometric Data.
 - 4.5 "**Biometric User**" means Customer's employees or independent contractors who use Biometric Services to record their attendance, hours worked or other work-related data.
 - 4.6 **Biometric Services.** Biometric Services are optional. In certain jurisdictions, there are laws and regulations that govern the collection, use, and retention of biometric information, which potentially may apply to Customer's use of Biometric Services. To the extent Customer elects to use Biometric Services, Customer agrees to comply with all such potentially applicable laws and regulations in accordance with this section. In the event Customer is unwilling to comply with laws and regulations potentially applicable to Biometric Services, Customer will be able to continue to use WFS services without Biometric Services. The following terms and conditions apply to Biometric Services to the extent Biometric Services are part of the scope of services:

4.6.1 **Requirements for Receipt of Biometric Services.** Before any Customer or Biometric User is permitted to use any Biometric Services in a jurisdiction where laws and regulations potentially govern such use, Customer will comply with the following requirements, in addition to any other requirements imposed by potentially applicable law (to the extent there is a conflict between the requirements below and the requirements of potentially applicable law, Customer will comply with potentially applicable law):

a) **Customer Biometric Information Policy.** Customer will implement, distribute and make available to the public, a written policy establishing Customer's policy with respect to the use of Biometric Data. Such policy will include:

- i) a retention schedule and guidelines for permanently destroying Biometric Data;
- ii) a commitment to destroy Biometric Data when the initial purpose for collecting or obtaining such Biometric Data has been satisfied or within 3 years of the individual's last interaction with Customer, whichever occurs first; and
- iii) any additional requirements as required by potentially applicable law.

b) **Biometric User Notice and Consent.** Customer will provide notice to and procure and retain appropriate consents or releases from Biometric Users in the manner and to extent the same are required by potentially applicable law, including:

- i) notifying Biometric Users in writing that Customer, its vendors, and/or the licensor of Customer's time and attendance software are collecting, capturing, or otherwise obtaining Biometric Users' Biometric Data, and that Customer is providing such Biometric Data to its vendors and the licensor of Customer's time and attendance software; such notice will specify the purpose and length of time for which Biometric User's Biometric Data is being collected, stored, and used;
- ii) obtaining a written release or consent from Biometric Users (or their legally authorized representative) authorizing Customer, its vendors, and licensor of Customer's time and attendance software to collect, store, and use the individual's Biometric Data for the specific purpose disclosed by Customer, and authorizing Customer to provide such Biometric Data to its vendors and the licensor of Customer's time and attendance software; and
- iii) if requested by WFS, providing to WFS copies of the required consents or releases collected and retained by Customer, and/or certifying to WFS that such consents or releases have been obtained.

c) **Retention and Purging of Biometric Data.** Customer will work with WFS to ensure that Biometric Data is retained and purged in accordance with potentially applicable law. To the extent necessary for the purging or deletion of such Biometric Data, Customer agrees to provide timely notification to WFS of the termination of the employment, or the satisfaction of the purpose for which Biometric Data was collected with respect to any given Biometric User. WFS is not responsible for Customer's failure to provide timely notification of the termination of the employment, or the satisfaction of the purpose for which Biometric Data was collected with respect to any given Biometric User.

d) **Storage of Biometric Data in Timeclocks.** Customer agrees that it shall use a reasonable standard of care consistent with potentially applicable law to store, transmit and protect from disclosure any Biometric Data. Such storage, transmission, and protection from disclosure shall be performed in a manner that is the same as or more protective than the manner in which Customer stores, transmits and protects from disclosure other confidential and sensitive

information, including personal information that can be used to uniquely identify an individual or an individual's account or property, such as genetic markers, genetic testing information, account numbers, PINs, driver's license numbers and social security numbers.

5. In no event shall WFS be liable for any loss of profits, loss of use, loss of data, interruption of business or indirect, special, incidental or consequential damages of any kind in connection with or arising out of the furnishing, performance or use of the Hardware, whether alleged as a breach of contract or tortious conduct, including negligence. The limitation of liability specified in this paragraph applies regardless of the cause or circumstances giving rise to such losses or damages, including without limitation, whether WFS has been advised of the possibility of damages, the damages are foreseeable, or the alleged breach or default is a fundamental breach or breach of a fundamental term. WFS's liability hereunder for damages of any kind shall not, in any event, exceed the amounts paid for the Hardware under this Schedule.
6. With regard to any software embedded in the Hardware (the "Embedded Software"), WFS grants to Customer a personal, perpetual, non-exclusive, non-transferable license to install, execute and use the Embedded Software. Customer may not sublicense, assign, or transfer the Embedded Software license to another party, in whole or in part, including through a merger or consolidation, without the written consent of WFS. Customer may not transfer the embedded software to other hardware or equipment. Customer may not decompile, reverse-engineer or make derivative works of the Embedded Software.

The terms of the Agreement shall apply to the Hardware ordered on this Schedule and are included by reference herein. All capitalized terms have the meaning set forth herein or as specified in the Agreement. Execution of this Schedule represents Customer's and WFS's acceptance of all terms of the Agreement and any additional terms and conditions set forth in this Schedule. In the event of any conflict between the terms and conditions of this Schedule and the terms and conditions of the Agreement, the terms and conditions of this Schedule shall control. Except as expressly set forth or modified herein, all terms of the Agreement shall and remain in full force and effect.

CUSTOMER

Date: _____
Signature: Raffi Sarrafian Digitally signed by Raffi Sarrafian
Date: 2025.12.31 10:54:04 -06'00'
Printed Name: _____
Title: _____

WORKFORCE SOFTWARE, LLC

Date: 12/30/25
Signature: David Kwon Digitally signed by David Kwon
Date: 2025.12.30 10:58:05
-05'00'
Printed Name: David Kwon
Title: President and Secretary

ATTACHMENT C



COOK COUNTY

Application Managed Services Statement of Work

January 1, 2026



CONFIDENTIAL INFORMATION

This document contains confidential and proprietary information belonging to WFS (as defined below) and is intended only for the use of Customer (as defined below). Any reproduction of this document in whole or in part, or the divulgence of any of the information contained herein without the prior written consent of WFS is prohibited, except as required by law. The information contained in this document is joint confidential information of WFS and Customer.

VERSION HISTORY

Update	Description	Author
07-01-2025	Initial Version	Tyler Cloutier
08-12-2025	Updated branding, Fees & Schedule	Tyler Cloutier

WorkForce Software, LLC
38705 Seven Mile Road
Suite 300
Livonia, MI 48152

www.workforcesoftware.com
info@workforcesoftware.com
1-877-4-WFORCE

1. Introduction.....	16
2. Definitions.....	16
3. Levels of Service.....	17
4. Scope.....	19
5. Services Locations and Environments	21
6. Roles and Responsibilities.....	21
7. Acceptance Management	24
8. Support Request Management Process	24
9. Fees and Schedule	25
10. Approvals.....	26

1. Introduction

Cook County ("Customer") and WorkForce Software, LLC ("WFS") have entered into this Application Managed Services Statement of Work ("SOW") to govern WFS's provision of a Managed Services Support Plan ("MSSP") for the WFS software-as-a-service platform ("SaaS Services"). The MSSP provided hereunder is in addition to and independent of the obligations of WFS under the terms of any support plan defined within the agreement governing the SaaS Services (the "Support Plan").

This SOW is governed by the Professional Services Agreement – Enterprise Time and Attendance System, Contract No. 2003-18500, dated December 31, 2020 (the "Contract") by and between the Customer and WFS, the terms of which are incorporated herein by reference.

2. Definitions

Capitalized terms used within this SOW shall have the corresponding meanings set forth below. Terms not defined within this SOW shall have the meaning set forth in the Contract.

- a) "Configuration" shall mean any changes made to the application using the Policy Editor, interface scripts and report files residing within the Policy Editor, changes to Analytics, and queries used to manage items within the configuration.
- b) "Full-time Equivalent" or "FTE" shall mean a unit that indicates the combined workload of dedicated resources. An FTE of 1.0 is equivalent to a full-time worker, estimated as 40 hours per week for 52 weeks per year, excluding designated holidays.
- c) "Managed Services Support" or "MSS" shall mean services provided by WFS pursuant to this SOW.
- d) "MSSP Support Fees" shall mean the fees payable hereunder pursuant to Section 9 of this SOW.
- e) "MSSP Support Period" shall mean the term of this SOW, as defined in Section 9.
- f) "Project Change Order" or "PCO" shall mean a mutually executed document which details changes to be made to this SOW.
- g) "Related Systems" shall mean Customer-owned or operated computers, web-browsers, operating systems, firewalls, e-mail servers, LDAP servers, portals, networks (including Internet, phone network, cell phone network, and other transmission methods by which the SaaS Services are delivered), third party software, internet connection, and any other hardware or software that connects to the SaaS Service or affects the SaaS Service.
- h) "Request Management Process" means the process by which Customer may submit Work Requests, as defined in Section 8.
- i) "Resource Capacity" shall mean the staffing level at which WFS provides configuration management services support to Customer, as set forth in Section 3.1. The Resource Capacity shall not be exceeded except as set forth in Section 3.2(a) and

3.2(b) below.

- j) "Work Request" means a request submitted by Customer pursuant to the Request Management Process for work to be performed by WFS under this SOW.

3. Levels of Service

3.1 MSSP Service Descriptions

Service	Description
Full Configuration Management and Consulting Support	Modification or enhancement of SaaS Service configuration as defined in Full Configuration Management and Consulting Support Scope (Section 4.2).
Availability	Access to the Managed Service Support team Monday through Friday, excluding holidays ("Business Days") between 9:00 am and 5:00 pm Central Time ("Business Hours").
Resource Capacity	<p>Full Configuration Management and Consulting Support is subject to a total Resource Capacity constraint of 2.00 FTE.</p> <p>Customer may shift up to 20% of the quarterly Resource Capacity to the immediately preceding or subsequent quarter.</p>
Response Time	Within 24 Business Hours for Work Requests properly submitted in accordance with the Request Management Process.
Time to Complete	Full Configuration Management and Consulting Support: Draft requirements document and delivery plan typically provided within four Business Days if the total effort is estimated to be eighty hours or less. For more complex Work Requests, WFS will provide an estimated delivery date within four days.

	Timeline for Work Request resolution to be developed and deployed will be mutually agreed upon by WFS and Customer.
Authorized MSS Contacts	Up to six (6) Customer individuals authorized to request and approve work performed under this SOW.
Status Reports	WFS will provide a monthly report ("Status Report") which includes the FTE capacity utilized during the month, along with completed services, as described in Section 7.

3.2 Service Conditions

- a) Should the Full Configuration Management and Consulting Support effort (actual plus planned) exceed Resource Capacity, (i) delivery timelines shall be extended to bring the effort to within Resource Capacity; or (ii) the parties shall enter into a Project Change Order to adjust Resource Capacity with fees commensurate to such adjustment, at a rate of \$25,839.84 per 0.25 FTE per calendar quarter.
- b) MSS resources can be allocated to separately contracted projects at the discretion of Customer, up to the total Resource Capacity.
- c) To avoid a disruption in the MSS, Customer must pay the MSSP Support Fees in accordance with Section 9 below.
- d) MSSP Support Fees are non-refundable, and this SOW may not be altered other than through a mutually executed Project Change Order. Notwithstanding anything to the contrary contained within the Contract, this SOW may only be terminated due to a material breach by either party which, after written notice, is not cured within thirty (30) days.
- e) All requests made of the MSSP team will be delivered using the Request Management Process defined in this document in Section 8. All Work Requests completed by WFS shall be tested by Customer for completeness and acceptance as defined by the Acceptance Management Process defined in Section 7.
- f) Notwithstanding anything to the contrary in the Contract, Customer expressly acknowledges and agrees that WFS may utilize the following non-U.S. based resources and WFS certified partners listed below to provide the MSSP activities identified in Section 4. Responsibility for protecting the Customer's data resides with WFS as detailed in the Contract.
 - ADP, Inc. (United States)
 - ADP Private Limited (India)
 - ADP Polska SP.Zo.o (Poland)
 - Accenture, LLP
 - Birchman Group
 - Digisolve

- Digital Intelligence Systems LLC, dba Dexian DISYS
 - Epi-Use America, Inc.
 - GlobalLogic Inc.
 - GroupeX
 - NEORIS de Mexico S.A. de C.V.
 - SD Worx Spain S.L.
 - WFS Australia Pty Limited (Australia)
 - WorkForce Software, Inc. (Canada)
 - WorkForce Software Ltd (United Kingdom)
- g) All communication with WFS consultants shall be conducted in English. Documentation produced by WFS or to be reviewed by WFS shall be in English.
- h) Customer will not request or require WFS to travel in performance of this SOW. Any travel related to services performed by WFS under this SOW will not be approved or reimbursed by Customer. This section supersedes any and all mention of travel in the Contract.

4. Scope

This section details the complete scope of services to be provided by WFS resources under the MSSP ("Scope"). In the event that Customer requests any work to be performed which is outside of the Scope, WFS shall not be obligated to perform such work unless and until a corresponding Project Change Order is entered into between the parties.

4.1 Out of Scope

The following activities are specifically excluded from the Scope of this MSSP; this list is provided for clarity and is not all-inclusive of out-of-scope activities:

- Implementation of WFS software product modules other than those purchased by Customer as of the Effective Date of this SOW
- Support outside of Business Hours, except for work at mutually agreed times
- Any work activities not described in this Section 4

4.2 Full Configuration Management and Consulting Support Scope

Upon request by Customer, WFS resources will perform the following:

Consulting

- Provide consulting by dedicated resource(s) related to WFS and industry best practices and trends related to configuration changes, strategic initiatives, and new releases
- Summarize and report findings and analysis to enable well-informed decision making
- Provide design services with support of human resources and product experts to review options and discuss pros and cons of making these changes
- Coordinate releases of Customer-specific configuration, ad hoc changes, and post-upgrade enhancements based upon Customer's desired cadence schedule

- Make recommendations on process changes that will enable efficient and intended use of the application
- Provide guidance on environmental management and design as requested

Business Analysis

- Facilitate the implementation of workforce management best practices and standards
- Partner with Customer teams during configuration and testing in order to create a specialized deployment plan
- Identify application or process changes that will improve efficiencies
- Identify modifications needed in existing configuration to meeting changing Customer requirements
- Analyze gaps or conflicting requirements and provide guidance or solutions on how rules work together
- Serve as a subject matter expert to provide system recommendations or troubleshooting guidance
- Provide insight on human resources and compliance related interpretations and best practices
- Create detailed work plans to identify and sequence activities needed to successfully complete requested work
- Support Customer testing phase with responsiveness and detailed follow through on issues and changes
- Define high-level data requirements based upon requests for changes
- Develop requirements and design documentation for approval and acceptance, offering alternative solutions when applicable
- Document standards and best practices for design, configuration, and testing

Configuration Management

- Complete configuration changes in the Customer's development environment
- Ensure configuration best practices are being utilized
- Document and manage configuration migrations through the environment life cycle (test, production)

Program Management

- Coordinate WFS resources across multiple work streams
- Manage team specializing in complex configuration and support
- Manage team effectiveness by driving change as needed to provide continuous service improvement

- Encourage open communication between team members to identify opportunities to deliver a more effective service
- Achieve consistent Customer satisfaction rating and ensure timely responses to feedback on areas of improvement
- Ensure quality, timely, and budgeted completion of services mutually agreed upon

Product Expertise

- Configure of the WFS product suite, including WorkForce Time and Attendance, Classic Job Scheduling (Advanced Scheduler), Absence Compliance Tracker, Analytics, Fatigue Management, Classic Demand Scheduling (F&S Scheduling), and Data Collection Terminals to support new Customer requirements
- Identify opportunities to reduce the number of interfaces, promote reusable objects, and enable application scalability and high performance, as practical
- Perform configuration and scheduling tuning to improve the efficiency and reliability of program and minimize ongoing maintenance requirements

MSS Administration

- Create supplemental documentation regarding the system processes, configuration and security
- Monitor, track, and report status
- Secure necessary approval of all changes based upon the Request Management Process
- Compile and proactively manage issues lists
- Quarterly performance review/recommendations.

5. Services Locations and Environments

WFS resources will perform services under this SOW remotely.

The services performed under this SOW will be performed on the SaaS Services purchased by Customer as of the Effective Date of this SOW.

6. Roles and Responsibilities

6.1 Customer Roles and Responsibilities

Customer is solely responsible to ensure Related Systems and data in Customer systems that provide information to the SaaS Services or receive information from the SaaS Services operate properly. The MSSP does not apply to Related Systems or problems in the SaaS Service caused by Related Systems, regardless of who provided, installed, or distributed such. Should WFS identify that the root cause of a problem is caused by problems in a Related System, it shall notify Customer.

Customer is required to provide support to the WFS team in order for WFS to meet its obligations under this SOW. The following resources/roles are required to be provided by Customer:

Role(s)	Responsibilities
Sponsor	This individual will champion MSS for Customer and will have the ability and authority to deploy Customer resources (directly or indirectly) as necessary to fulfill Customer obligations necessary for successful completion of MSS. The Sponsor serves as the point of escalation to address any issues, risks, approvals (financial as well as directional), and other related issues that may arise throughout the delivery of MSS, and is expected to provide guidance and support to the WFS and Customer teams.
Application Manager	This individual has overall responsibility for service delivery for Customer and carries out the day-to-day assignment of duties to Customer staff as necessary. The Application Manager has the responsibility and authority to make decisions, resolve issues, and engage staff as required. The Application Manager keeps both WFS and Customer Sponsors aware of the decisions, commitments, and status of the service in a timely and efficient manner.
Functional Analysts and Subject Matter Experts	These individuals share knowledge of current and required policies and procedures; engage in any requirement gathering activities; perform in-depth reviews of all interim and final approved changes; provide the expertise necessary to create the necessary test plans; and conduct testing, validation, and acceptance of any changes to the SaaS Service. This role is also responsible for test plan creation, development, execution, and delivery to WFS, and coordination and completion of testing activities.
IT Systems Experts	These individuals are responsible for addressing any issues related to Related Systems. These individuals are responsible for data, configuration, and system administration activities of the Related Systems. They administer and monitor WorkForce Time and Attendance on behalf of Customer and work directly with the WFS team. They are conversant not only with the business practices and policies, but with the technologies required to support the application.
Technical Staff	These individuals are infrastructure specialists and are the primary resources representing Customer's systems infrastructure. They serve as an interface point to other information systems that may be impacted. They provide

	support in the form of hardware and/or software installation and configuration, database administration, data preparation, communications, and network support. These resources provide direction on network infrastructure and Data Collection Terminal installation. Additional resources may be required to analyze, develop, test, and support Customer interfaces to the SaaS Service.
Training and Change Management Staff	These individuals create and deliver end user training, create internal marketing collateral, and work to achieve “buy-in” for the project among end users.

6.2 WFS Roles and Responsibilities

WFS shall support the SaaS Service under the terms of the Support Plan. However, any changes required to the configuration are maintained and supported through the terms of this SOW. If a configuration performed under the MSSP does not work properly in future product releases, this will be a support issue and will be resolved through the support and escalation process as described in the Support Plan.

WFS will provide resources to fulfill the following roles at various points:

Role(s)	Responsibilities
Managed Services Manager	This individual is responsible and accountable for the execution of the work performed under the MSSP, Is the primary contact for all MSS activities, coordinates and manages the activities of the WFS MSS team, and measures, tracks, and evaluates progress against plans.
Functional Consultant	This individual works closely with the team to analyze and document requirements, demonstrate and clarify system functionality, provide WFS expertise, and recommend best practices and business process improvements.
Technical Consultant	This individual designs, configures, and unit tests the application in accordance with the documented requirements and provides configuration support.
Quality Assurance Tester	This individual executes test cases against the software configuration prior to delivery.
Integration Architect/Engineer	This individual defines and develops system interfaces to support integration with external systems, and provides technical assistance necessary throughout the assignments.

Role(s)	Responsibilities
Data Collection Engineer	This individual configures and tests the Data Collection Terminal in accordance with the documented requirements.
Reports Developer	This individual develops and tests customized reports and extends the analytics universe in accordance with the documented requirements.

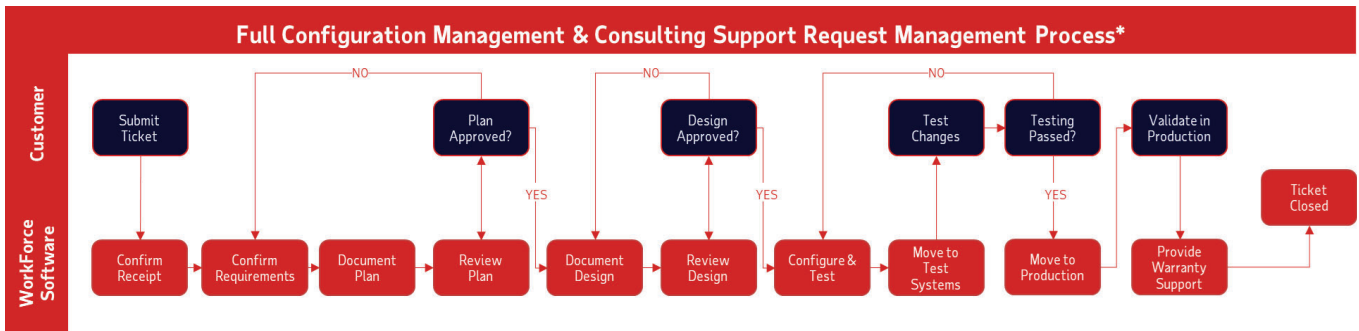
7. Acceptance Management

This section defines the formal “Acceptance Management Process” that will be followed throughout the service. Acceptance of services by Customer indicates that WFS has provided the service according to the accepted requirements and design which are documented by written approval of Customer’s Authorized MSS Contact.

Acceptance of services under this SOW is the responsibility of Customer’s Authorized MSS Contact.

Completed services will be communicated by WFS in monthly Status Reports. If Customer reasonably determines that a service does not meet the applicable documented requirements and design, Customer will document all deficiencies and communicate them to WFS within thirty (30) calendar days of receipt of the monthly Status Report or such longer period of time as the parties might agree in writing. WFS will address all the deficiencies documented, or mutually agree with Customer to alternative actions. In the event Customer does not communicate any deficiencies in the services within thirty (30) calendar days of receipt of the monthly Status Report, or such longer period of time as the parties might agree in writing, the services shall be deemed accepted by Customer.

8. Support Request Management Process



*This chart details the standard Request Management process. Customer-specific changes can be accommodated in collaboration with the Managed Services Manager.

The following describes the Request Management Process for Full Configuration Management and Consulting Support:

1. Customer submits a Work Request via Salesforce ticket (or email to the ticketing system) which is then routed to the WFS MSS team for review, confirmation, estimating, and planning.

2. WFS confirms receipt of Work Request based upon the timeline in Section 3, Levels of Service.
3. Requirements are confirmed by WFS with the Customer's Authorized MSS Contact.
4. The draft requirements, plan and estimates are documented and reviewed with the Customer.
5. The plan is provided for acceptance and prioritization to the Customer's Authorized MSS Contact.
6. If approved, the configuration changes are scheduled to be worked based on the current capacity of the WFS MSS team and Customer prioritization.
7. Once active, the approved Work Request is designed and reviewed internally by WFS subject matter experts.
8. The design is then reviewed with the WFS MSS team and submitted for acceptance to the Customer's Authorized MSS Contact.
9. Once the design is accepted by the Customer's Authorized MSS Contact, configuration begins based upon the approved plan. Configuration changes are tested by WFS to confirm functionality as expected.
10. WFS packages the configuration and migrates to the testing environments.
11. Acceptance testing is performed by Customer to confirm configuration against requirements and Customer's Authorized MSS Contact provides feedback to the MSS team. The creation and execution of all test plans and required test scripts is the responsibility of Customer but can be provided through the WFS MSS team upon request.
12. If configuration is accepted, the production migration is scheduled in coordination with the Customer's Authorized MSS Contact.
13. If issues are identified, the WFS MSS team will work with Customer to remediate.
14. Once configuration is promoted to production, the Customer's Authorized MSS Contact provides confirmation and acceptance in accordance with Section 7.
15. Work effort is closed out.

9. Fees and Schedule

9.1 Initial Term

The "Initial Term" of this SOW shall commence on January 1, 2026 and shall expire on December 31, 2028. The MSSP Support Fees are invoiced prior to service delivery as identified in the table below and are due per the terms of the Contract.

Year	MSSP Support Period	Amount	Invoice Dates
------	---------------------	--------	---------------

Year 1	January 1, 2026 to December 31, 2026	\$826,875.00	January 1: \$826,875.00
Year 2	January 1, 2027 to December 31, 2027	\$826,875.00	January 1: \$826,875.00
Year 3	January 1, 2028 to December 31, 2028	\$826,875.00	January 1: \$826,875.00
Total		\$2,480,625.00	Currency: USD

10. Approvals

IN WITNESS WHEREOF, the parties have executed this SOW as of the date of last signature below (the "Effective Date").

Cook County

Date: _____
 Signature: Raffi Sarrafian Digitally signed by Raffi Sarrafian
Date: 2025.12.31 10:55:09 -06'00'
 Printed Name: _____
 Title: _____

WorkForce Software, LLC

Date: 12/30/25
 Signature: David Kwon Digitally signed by David Kwon
Date: 2025.12.30 10:58:53
-05'00'
 Printed Name: David Kwon
 Title: President and Secretary

ATTACHMENT D

WorkForce Software, LLC - Schedule of Compensation

1. SSS – Renewal for Time/Attendance, Analytics, ACT and IVR - 5 year renewal for all products.
2. HPS – Renewal for Clocks - Maximum 3 year Term Renewal. The current clock model Cook County currently utilizes is reaching it’s End of Life and 3 years is the longest Clock Hardware Support offered
3. AMS – Application Managed Services contract and includes a 3 year renewal of existing AMS Support.

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
SSS	\$ 467,636.00	\$ 467,636.00	\$ 467,636.00	\$ 467,636.00	\$ 467,636.00	\$ 2,338,180.00
HPS - Time Clocks	\$ 77,847.00	\$ 77,847.00	\$ 77,847.00			\$ 233,541.00
AMS	\$ 826,875.00	\$ 826,875.00	\$ 826,875.00			\$ 2,480,625.00
Total A2 Cost	\$ 1,372,358.00	\$ 1,372,358.00	\$ 1,372,358.00	\$ 467,636.00	\$ 467,636.00	\$ 5,052,346.00

ATTACHMENT E

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

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

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

Bid/RFP/RFQ No.: 2003-18500 A2	Date: 11/10/2025
Total Bid or Proposal Amount: \$11,885,392.00	Contract Title: Enterprise Time and Attendance System
Contractor: WorkForce Software, LLC	Subcontractor/Supplier/ Subconsultant to be added or substitute: GlobalLogic Inc.
Authorized Contact for Contractor: Aaron Raphael	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Ashish Garg
Email Address (Contractor): aaron.raaphael@adp.com	Email Address (Subcontractor): ashish.garg1@globallogic.com
Company Address (Contractor): One ADP Boulevard	Company Address (Subcontractor): 2535 Augustine Dr., 5th Floor
City, State and Zip (Contractor): Roseland, NJ 07068	City, State and Zip (Subcontractor): Santa Clara, CA 95054
Telephone and Fax (Contractor): 1 (734) 742-7066	Telephone and Fax (Subcontractor): 1-408-273-8900
Estimated Start and Completion Dates (Contractor): Already in Progress	Estimated Start and Completion Dates (Subcontractor): Already in Progress

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>
Functional & Application Consultants Reports Specialist, and Integrations	\$2,047

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.**

WorkForce Software, LLC

Contractor

David Kwon

Name

President and Secretary

Title



Prime Contractor Signature

12/17/25

Date

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

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

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

Bid/RFP/RFQ No.: 2003-18500 A2	Date: 11/10/2025
Total Bid or Proposal Amount: \$11,885,392.00	Contract Title: Enterprise Time and Attendance System
Contractor: WorkForce Software, LLC	Subcontractor/Supplier/ Subconsultant to be added or substitute: Dexian, LLC
Authorized Contact for Contractor: Aaron Raphael	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Shashi Shetty
Email Address (Contractor): aaron.raaphael@adp.com	Email Address (Subcontractor): shasi.shetty@dexian.com
Company Address (Contractor): One ADP Boulevard	Company Address (Subcontractor): 8270 Greensboro Dr Suite 1000
City, State and Zip (Contractor): Roseland, NJ 07068	City, State and Zip (Subcontractor): McLean, VA 22102
Telephone and Fax (Contractor): 1 (734) 742-7066	Telephone and Fax (Subcontractor): 1-703-752-7900
Estimated Start and Completion Dates (Contractor): Already in Progress	Estimated Start and Completion Dates (Subcontractor): Already in Progress

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>
Functional & Application Consultants Reports Specialist, and Integrations	\$7,656

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.**

WorkForce Software, LLC

Contractor
David Kwon

Name
President and Secretary

Title


Prime Contractor Signature

Date
12/17/25



MEMORANDUM

TO: Raffi Sarrafian, Chief Procurement Officer
Office of the Chief Procurement Officer

FROM: JEANETTA CARDINE
Jeanetta Cardine, Deputy Director
Compliance Center of Excellence
Center of Business Enterprise Development

Date: November 12, 2025

RE: Contract No. 2003-18500 A2
Enterprise Time and Attendance System
Bureau of Technology
Sole Source – Professional Services
Contractor: Workforce Software
Original Contract Term: December 31, 2020 - December 30, 2025
Original Contract Value: \$6,756,726.00
Amendment 1 increased the contract value by \$76,320.00 from \$6,756,726.00 to a revised contract value of \$6,833,046.00 with no change to contract duration.
Revised Contract Value: \$6,833,046.00
Amendment 2 increases the contract value by \$5,052,346.00 from \$6,833,046.00 to a revised contract value of \$11,885,392.00 and extends the contract through December 30, 2030.
Revised Contract Value: \$11,885,392.00
Revised Contract Term: December 31, 2020 – December 30, 2030
Participation Goal: 0% MBE/WBE

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

JC/ab

CC: Anna Epps, OCPO
Sharon Cuncannan, BOT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/11/2025

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

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

PRODUCER MARSH USA, LLC. 1166 Avenue of the Americas New York, NY 10036 Attn: NewYork.Certs@marsh.com Fax: 212-948-0500	CONTACT NAME: Marsh USA, LLC PHONE (A/C, No, Ext): 1-866-966-4664 E-MAIL ADDRESS: Newyork.Certs@marsh.com FAX (A/C, No):													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Liberty Mutual Fire Insurance Company</td> <td>23035</td> </tr> <tr> <td>INSURER B : LM Insurance Corporation</td> <td>33600</td> </tr> <tr> <td>INSURER C : LIBERTY INSURANCE CORP</td> <td>42404</td> </tr> <tr> <td>INSURER D : ACE Property & Casualty Insurance Company</td> <td>20699</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Liberty Mutual Fire Insurance Company	23035	INSURER B : LM Insurance Corporation	33600	INSURER C : LIBERTY INSURANCE CORP	42404	INSURER D : ACE Property & Casualty Insurance Company	20699	INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A : Liberty Mutual Fire Insurance Company	23035													
INSURER B : LM Insurance Corporation	33600													
INSURER C : LIBERTY INSURANCE CORP	42404													
INSURER D : ACE Property & Casualty Insurance Company	20699													
INSURER E :														
INSURER F :														
INSURED Automatic Data Processing, Inc. and ADP, Inc. One ADP Boulevard Roseland, NJ 07068														

COVERAGES **CERTIFICATE NUMBER:** NYC-012463823-02 **REVISION NUMBER:** 2

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			TB2-631-004166-025	07/01/2025	07/01/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AS2-631-004166-035 AS2-631-004166-415 *** Executive Fleet Only**	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS			XEU G28134332 010	07/01/2025	07/01/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC5-631-004166-015 (WI) WA7-63D-004166-125 (AOS) EW2-63N-004166-205 (OH)	07/01/2025	07/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Cook County, 118 N. Clark St., Chicago, IL 60008 is/are included as Additional Insured (except Workers' Compensation) as required by written contract. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract. Waiver of subrogation is applicable where required by written contract.

CERTIFICATE HOLDER Cook County 118 N. Clark St. Chicago, IL 60008	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsh USA LLC</i>
---	--

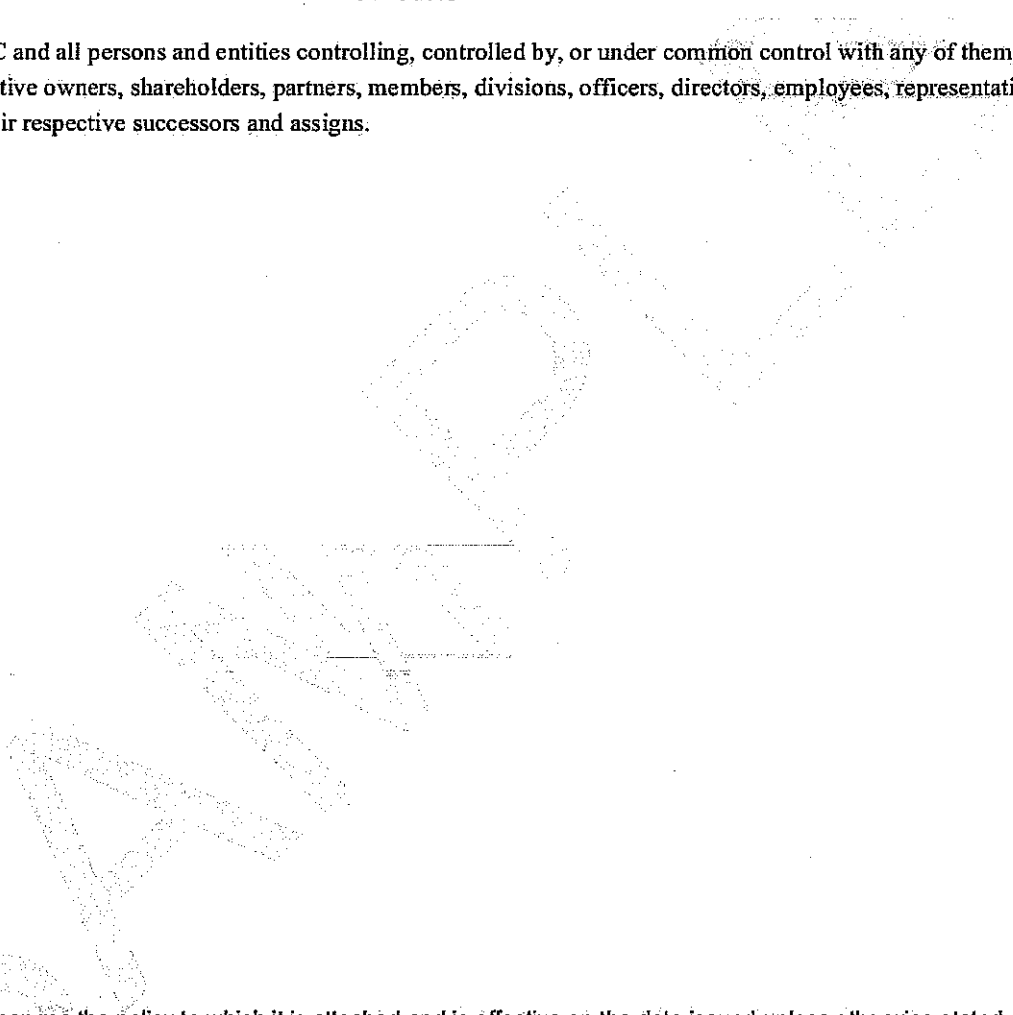
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

The Irvine Company LLC and all persons and entities controlling, controlled by, or under common control with any of them, together with their respective owners, shareholders, partners, members, divisions, officers, directors, employees, representatives and agents, and all of their respective successors and assigns.



This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement
Insured

Effective Policy No. INSERT POLICY NUMBER Endorsement No.
Premium

Insurance Company

Countersigned by _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

Schedule

Name Of Person(s) Or Organization(s):

Any person or organization with whom you have agreed in writing to waive any right of recovery prior to a loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

Schedule

Name Of Person(s) Or Organization(s):

Any person or organization with whom you have agreed in writing to waive any right of recovery prior to a loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations;
or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Schedule

Name Of Additional Insured Person(s) Or Organization(s):

Any owner, lessee or contractor for whom you have agreed in writing prior to a loss to provide liability insurance information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Policy Number TB2-631-004166-025
Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NON-CONTRIBUTORY – OTHER INSURANCE CONDITION –
SCHEDULED ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

Schedule

Person or Organization: Any person or organization that qualifies as an additional insured as required under a written agreement executed prior to loss.

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to the person or organization shown in the Schedule of this endorsement that qualifies as an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

No other Primary and Non-Contributory Amendment, and / or Other Insurance Amendment in this policy will apply to any Person or Organization named in the Schedule of this endorsement.

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

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

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

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

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

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

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

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

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

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

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

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

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

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

Lobbyist means any person who lobbies.

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

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

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2

CERTIFICATIONS

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

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

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

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

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

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

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons that have made lobbying contacts on your behalf with respect to this contract:

Name	Address
Theodore Brunsvold	500 N Dearborn Street #1030, Chicago, IL 60610
Sarah Sheehan	500 N Dearborn Street #1030, Chicago, IL 60610

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

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

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

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

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

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

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

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

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name WorkForce Software, LLC

D/B/A: _____ FEIN # Only: 45-3862733

Street Address: One ADP Boulevard

City: Roseland State: New Jersey Zip Code: 07068

Phone No.: (877) 493-6723 Fax Number: _____ Email: _____

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

Corporate File Number (if applicable): _____

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) Limited Liability Company

Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder
WorkForce Software Holdings, LLC	One ADP Boulevard, Roseland, NJ 07068	99.9%

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

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

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

Name	Address	Percentage of Beneficial Interest	Relationship
Automatic Data Processing, Inc.,	One ADP Boulevard, Roseland, NJ 07068,	100%	Ultimate parent company

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
WorkForce Software Holdco, Inc.,	One ADP Boulevard, Roseland, NJ 07068		
WorkForce Software Holdings, LLC,	One ADP Boulevard, Roseland, NJ 07068		

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

David Kwon

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

[Handwritten Signature]

Signature

david.kwon@adp.com

E-mail address

President and Secretary

Title

12/17/25

Date

1 (973) 974-4034

Phone Number

Subscribed to and sworn before me
this 17th day of Dec, 2025

x *Mary B Woods*
Notary Public Signature

My commission expires

MARY B. WOODS
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES AUG. 29, 2026

Notary Seal

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name WorkForce Software Holdings, LLC

D/B/A: _____ FEIN # Only: 81-2862308

Street Address: One ADP Boulevard

City: Roseland State: New Jersey Zip Code: 07068

Phone No.: (877) 493-6723 Fax Number: _____ Email: _____

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

Corporate File Number (if applicable): _____

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) Limited Liability Company

Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder
See attached		

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

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

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

Name	Address	Percentage of Beneficial Interest	Relationship
Automatic Data Processing, Inc., One ADP Boulevard, Roseland, NJ 07068, 100%, Ultimate parent company			

Corporate Officers, Members and Partners Information:

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

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

Declaration (check the applicable box):

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

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

[Signature]
Signature
david.kwon@adp.com
E-mail address

President and Secretary
Title

12/17/25
Date
1 (973) 974-4034
Phone Number

Subscribed to and sworn before me
this 17th day of Dec, 2025

x Mary B Woods
Notary Public Signature

My commission expires

MARY B. WOODS
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES AUG. 29, 2026

Notary Seal

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

WorkForce Software Holdings, LLC

Ownership Interest Declaration:

Name	Address	Percentage Interest in Applicant/Holder
WFS Holdings, Inc.	One ADP Boulevard, Roseland, NJ 07068	70.26%
WFS Blocker 1, Inc.	One ADP Boulevard, Roseland, NJ 07068	10.25%
WFS Blocker 2, Inc.	One ADP Boulevard, Roseland, NJ 07068	8.36%
WFS Blocker 5, LLC	One ADP Boulevard, Roseland, NJ 07068	6.09%

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

WorkForce Software Holdings, LLC

Corporate Officers, Members and Partners Information:

Name	Address
WFS Holdings, Inc.	One ADP Boulevard, Roseland, NJ 07068
WFS Blocker 1, Inc.	One ADP Boulevard, Roseland, NJ 07068
WFS Blocker 2, Inc.	One ADP Boulevard, Roseland, NJ 07068
WFS Blocker 3, Inc.	One ADP Boulevard, Roseland, NJ 07068
WFS Blocker 4, Inc.	One ADP Boulevard, Roseland, NJ 07068
WFS Blocker 5, LLC	One ADP Boulevard, Roseland, NJ 07068



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

Neptism 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: WorkForce Software, LLC

Address of Person Doing Business with the County: One ADP Boulevard, Roseland, NJ 07068

Phone number of Person Doing Business with the County: (877) 493-6723

Email address of Person Doing Business with the County: jmartin@workforcesoftware.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:
David Kwon, President and Secretary, 1 (973) 974-4034, david.kwon@adp.com

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

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

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: 2003-18500 A2

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 11,885,392.00

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: _____

Anna Epps, Lead Contract Negotiator, OCPO, anna.epps@cookcountyil.gov

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: _____

Derrick Thomas, Deputy Chief Information Officer, BOT, Derrick.Thomas@cookcountyil.gov

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

Check the box that applies and provide related information where needed

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

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

**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*
--	--	--	----------------------------------

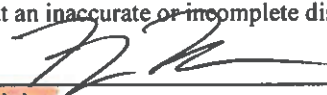
N/A			
N/A			

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.



 Signature of Recipient

12/17/25

 Date

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

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

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

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

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

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

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

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

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

I. Contract Information:

Contract Number: 2003-18500 A2

County Using Agency (requesting Procurement): Cook County Bureau of Technology

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): WorkForce Software, LLC

Substantial Owner Complete Name:

FEIN# 45-3862733

Date of Birth: _____ E-mail address: _____

Street Address: One ADP Boulevard

City: Roseland State: NJ Zip: 07068

Home Phone: () _____ - _____

III. Compliance with Wage Laws:

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

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

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

IV. Request for Waiver or Reduction

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

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

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

V. Affirmation

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

Signature: [Handwritten Signature] Date: 12/17/25

Name of Person signing (Print): David Kwon Title: President and Secretary

Subscribed and sworn to before me this 17th day of December, 2025

X Mary B Woods
(Notary Public Signature)

Notary <u>MARY B. WOODS</u>
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES AUG. 29. 2026

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

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

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

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

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

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

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

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

I. Contract Information:

Contract Number: 2003-18500 A2

County Using Agency (requesting Procurement): Cook County Bureau of Technology

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): WorkForce Software Holdings, LLC

Substantial Owner Complete Name: _____

FEIN# 81-2862308

Date of Birth: _____ E-mail address: _____

Street Address: One ADP Boulevard

City: Roseland State: NJ Zip: 07068

Home Phone: () _____ - _____

III. Compliance with Wage Laws:

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

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

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

IV. Request for Waiver or Reduction

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

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

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

V. Affirmation

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

Signature: _____

[Handwritten Signature]

Date: _____

12/17/25

Name of Person signing (Print): David Kwon

Title: President and Secretary

Subscribed and sworn to before me this 17th day of December, 20 25

X *Mary B Woods*
Notary Public Signature

Notary MARY B. WOODS STATE OF NEW JERSEY MY COMMISSION EXPIRES AUG. 29, 2026

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

SECTION 5

CONTRACT AND EDS EXECUTION PAGE

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

Execution by Corporation

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

Execution by LLC

<u>WorkForce Software, LLC</u> LLC Name	<u>David Kwon</u> *Member/Manager Printed Name and Signature
<u>12/17/25</u> Date	<u>1 (973) 974-4034, david.kwon@adp.com</u> Telephone and Email

Execution by Partnership/Joint Venture

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

Execution by Sole Proprietorship

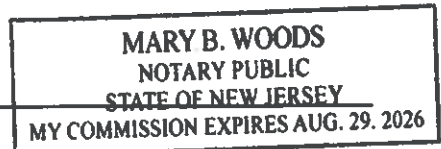
_____ Printed Name Signature	_____ Assumed Name (if applicable)
_____ Date	_____ Telephone and Email

Subscribed and sworn to before me this 17th day of Dec, 2025

Mary B Woods
Notary Public Signature

My commission expires:

Notary Seal



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