

AMENDMENT NO. 3

This Amendment modifies Contract No. 11-45-142, for Consulting Services by and between the County of Cook, Illinois, herein referred to as "County" and Government Finance Officers Association, authorized to do business in the State of Illinois hereinafter referred to as "Contractor":

RECITALS

Whereas, on July 12, 2011, the Cook County Board of Commissioners authorized the prior Purchasing Agent to enter into a Contract for Services in the amount of \$569, 240.00 (hereinafter referred to as the "Contract"), wherein the Contractor is to provide Consulting Services (hereinafter referred to as the "Services");

Whereas pursuant to the authorization given by the Cook County Board of Commissioners on July 12, 2011, the County and the Contractor entered into a Contract from December 5, 2011 through December 4, 2012 for one year;

Whereas, although the County and Contractor have operated under the terms, which the County Board approved, the prior Cook County Purchasing Agent, Chief Financial Officer and Chief Information Officer failed to ask the Cook County Board of Commissioners to approve the Contract;

Whereas, Amendment # 1 was executed October 3, 2012 for a twelve (12) month extension beginning December 5, 2012 through December 4, 2013;

Whereas, Amendment # 2 was approved by the County Board on November 13, 2013 to extend the Contract beginning December 5, 2013 through December 4, 2014, and increase the Contract by \$200,000.00;

Whereas the County and the Contractor desire for the Contractor to continue to provide Services beyond December 4, 2014;

Whereas, the County and the Contractor desire to extend the Contract for twelve (12) months beginning on December 5, 2014 through December 4, 2015;

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

1. The Contract is extended beginning December 5, 2014 through December 4, 2015.
2. This Contract is hereby amended to incorporate Exhibit A and made part of the Contract.
3. All other terms and conditions remain as stated in the Contract.

In witness whereof, the County and Contractor have caused this Amendment No. 3 to be executed on the date and year last written below.

**APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS**

NOV 19 2014

County of Cook, Illinois

Government Finance Officers Association

By: Sam A. M.
Chief Procurement Officer

Jeffrey L. Esser
Signed

By: NOT REQUIRED
State's Attorney (when applicable)

Jeffrey L. Esser
Type or print name

Exec. Dir./CEO
Title

Date: 25 November 2014

Date: 11/3/14

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

NOV 19 2014

Contract No. 11-45-142
Vendor Name: GOVERNMENT FINANCE OFFICERS ASSOCIATION

EXHIBIT A



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/10/2014

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 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 Aon Risk Services Central, Inc. SME IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Government Finance Officers Association 203 N. LaSalle Street Suite 2700 Chicago IL 60601-1210 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Twin City Fire Insurance Company		29459
	INSURER B: Hartford Fire Insurance Co.		19682
	INSURER C: Hartford Casualty Insurance Co		29424
	INSURER D: Landmark American Ins Co		33138
	INSURER E:		
INSURER F:			

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER: 570055568344** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			83 UUN PY7903	08/01/2014	08/01/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			83 UUN PY7903	08/01/2014	08/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			83RHUPY7621	08/01/2014	08/01/2015	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	83WECBV6408	08/04/2014	08/04/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
D	E&O-MPL-Primary			LHR747285	09/19/2014	08/01/2015	Professional Liab \$3,000,000 Deductible \$10,000

Certificate No : 570055568344

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Cook County is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER**CANCELLATION**

Cook County 118 N. Clark St., Room 1020 Chicago IL 60602 USA	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>Aon Risk Services Central, Inc.</i>
--	---

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
Instructions	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1
2	Letter of Intent	EDS 2
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 3
4	Certifications	EDS 4, 5
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 6 – 12
6	Sole Proprietor Signature Page	EDS 13a/b/c
7	Partnership Signature Page	EDS 14/a/b/c
8	Limited Liability Corporation Signature Page	EDS 15a/b/c
9	Corporation Signature Page	EDS 16a/b/c
10	Cook County Signature Page	EDS 17

**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 party responding to a Request for Proposals or Request for Qualifications ("Proposer"), and others as required by the Chief Procurement Officer. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

Definitions. Capitalized 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, or other documents, as applicable.

"Affiliated Entity" means a person or entity that, directly or indirectly: controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.

"Bidder," "Proposer," "Undersigned," or "Applicant," is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.

"Proposal," for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS.

"Code" means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (<http://www.cookctyclerk.com/sub/ordinances.asp>). This page can also be accessed by going to www.cookctyclerk.com, clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

"Contractor" or "Contracting Party" means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.

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

"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 or entity who lobbies.

"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.

Sections 1 through 3: MBE/WBE Documentation. Sections 1 and 2 must be completed in order to satisfy the requirements of the County's MBE/WBE Ordinance, as set forth in the Contract Documents, if applicable. If the Undersigned believes a waiver is appropriate and necessary, Section 3, the Petition for Waiver of MBE/WBE Participation must be completed.

Section 4: Certifications. Section 4 sets forth certifications that are required for contracting parties under the Code. 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 5: Economic and Other Disclosures Statement. Section 5 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 Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

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

Sections 6, 7, 8, 9: Execution Forms. The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; Section 8 is the form for a Limited Liability Corporation, and Section 9 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required.

Required Updates. The information provided in this EDS will be kept current. In the event of any change in any information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Undersigned will supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is requested.

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. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at www.cookcountygov.com and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.



Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 fax: 312.977.4806

October 28, 2014

Ms. Jacqueline Gomez
Director
Office of Contract Compliance
Cook County
118 N. Clark Street Room 1020
Chicago, Illinois 60602

Dear Ms. Gomez:

GFOA respectfully requests a waiver from the County's current MBE requirement for the contract amendment pertaining to Contract 11-45-142 (Amended) – Consulting Services for Cook County Department of Office Technology.

GFOA complied with the County's original MBE requirements when the contract was initiated. However, soon thereafter our MBE partner, Intueor Consulting, was notified that it no longer complied with the County's MBE requirements after the County changed its MBE standards. GFOA received a waiver once before and would like to request a continuation of our waiver since Intueor is an integral part of our current work. Consistent with the County's contract compliance goals, GFOA has allocated a minimum of 35% of our work effort to the MBE partner for services under the contract including information technology assessment services, RFP development assistance, and selection assistance. For your convenience, I am attaching our May 7, 2014, letter to your office explaining the history of this contract.

If you have any questions about this request or the history of this contract, please do not hesitate to contact Rob Roque, Technology Services Manager (email: rroque@gfoa.org; cell: 312-339-1455), or Mike Mucha, Acting Director – GFOA Research and Consulting Center (email: mmucha@gfoa.org; phone: 312-977-9700).

Sincerely,

Jeffrey L. Esser
CEO/Executive Director
GFOA



Government Finance Officers Association

203 North LaSalle Street, Suite 2700

Chicago, IL 60601-1210

312.977.9700 fax: 312.977.4806

May 7, 2014

Ms. Jacqueline Gomez
Director
Office of Contract Compliance
Cook County
118 N. Clark Street Room 1020
Chicago, Illinois 60602

Dear Ms. Gomez:

As part of the Government Finance Officers Association's (GFOA) reporting requirements with Cook County's Office of Contract Compliance, our organization respectfully submits the following history of our contract with the County.

- November 2011 - GFOA entered into a contract with Cook County for consulting services related to the selection of a new ERP solution for the County. GFOA's MBE partner at the time was E.C. Ortiz and Co (hereinafter referred to as, "Ortiz").
- The County did not begin to use GFOA's services fully until August 2013. Due to the time lapse between the activation of the GFOA contract and the actual use of our services, Ortiz was no longer available to provide services under the current GFOA contract.
- GFOA attempted to find a replacement local MBE vendor; however, due to the County's decision to prohibit consultants working on our contract from participating in the County's future ERP implementation, GFOA was unable to identify a local MBE firm willing to partner with our organization for the scope our contract – ERP system selection services.
- September 2013 – GFOA was notified by the County's ERP Center of Excellence that the GFOA contract would expire in November 2013, that the County desired to amend the expiring contract, and that a replacement MBE firm would be required. GFOA identified Intueor Consulting as a partner for the amended contract. Intueor was certified by the Chicago Minority Supplier Development Council (MSDC).
- November 2013 – GFOA was informed by the County's Office of Contract Compliance that the County no longer recognized MSDC certifications. GFOA requested an MBE waiver and was approved.
- May 2013 – GFOA received notice that our organization must report MBE vendor payment activity to the County's Office of Contract Compliance. As part of this process, GFOA's Project Manager, Rob Roque, was requested by Ms. Aletha Easley from Cook County Contract Compliance to submit a letter explaining the history of the contract and to explain why the contract was not active until late 2013.

Washington, DC Office

1301 Pennsylvania Avenue, N.W., • Suite 309 Washington, DC 20004 • 202.393.8020 fax: 202.393.0780

www.gfoa.org



GFOA respectfully submits this letter in response to Ms. Easley's request for an accounting of the history of the contract. If you have any questions about the history of this contract, please do not hesitate to contact Rob Roque, Technology Services Manager (email: rroque@gfoa.org; cell: 312-339-1455), or Mike Mucha, Acting Director – GFOA Research and Consulting Center (email: mmucha@gfoa.org; phone: 312-977-9700).

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeffrey L. Esser'.

Jeffrey L. Esser
CEO/Executive Director
GFOA

Copies:

Ms. Aletha Easley, Cook County Office of Contract Compliance
Mr. Tom Lynch, Cook County ERP Director
Mike Mucha, Acting Director – GFOA Research and Consulting Center
Barry McMeekin, Consulting Practice Manager - GFOA
Rob Roque, Technology Services Manager - GFOA

MBE/WBE UTILIZATION PLAN (SECTION 1)

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

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

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance)
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

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

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

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

MBE/WBE Firm: Intueor Consulting, Inc.
Address: 7700 Irvine Center Dr., Suite 470, Irvine, CA 92618
E-mail: carberr@intueor.com
Contact Person: Robert Carberry Phone: (717) 758-7577

Dollar Amount Participation: \$ _____
Percent Amount of Participation: 35% of Contract Value _____ %

*Letter of Intent attached? Yes X No _____
*Letter of Certification attached? Yes X No _____

MBE/WBE Firm: _____
Address: _____
E-mail: _____
Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____
Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____
*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

***Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.**

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

MWBE Firm: Intueor Consulting

Certifying Agency: _____

Address: 7700 Irvine Center Dr.

Certification Expiration Date: _____

City/State: Irvine/CA Zip 92618

FEIN #: 203023395

Phone: 949-753-9010 Fax: 949-753-9014

Contact Person: Vijender Mididaddi

Email: mididaddi@intueor.com

Contract #: _____

Participation: [] Direct [] Indirect

Will the MWBE firm be subcontracting any of the performance of this contract to another firm?

[] No [] Yes -- Please attach explanation. Proposed Subcontractor: _____

The undersigned MWBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

Business Process Mapping, System Inventory, RFP Development
Assistance, Selection Assistance

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

35% of Contract Value; To Be Billed Monthly

(If more space is needed to fully describe MWBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (MWBE)

Vijender Mididaddi

Print Name

Intueor Consulting, Inc.

Firm Name

Date

Signature (Prime Bidder/Proposer)

Jeffrey L. Esser

Print Name

GFOA

Firm Name

Date

Subscribed and sworn before me

this 30 day of SEPTEMBER, 20 14.

Notary Public

SANG H LEE
SANG H LEE

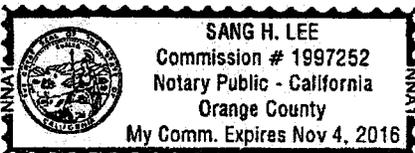
SEAL

Subscribed and sworn before me

this _____ day of _____, 20 _____.

Notary Public

SEAL





CHICAGO MINORITY SUPPLIER DEVELOPMENT COUNCIL, INC.

August 29, 2014

Vijendernath Mididaddi
Managing Principal
INTUEOR CONSULTING, INC.
7700 Irvine Center Drive, Suite 470
Irvine, CA 92618

Dear Mr. Mididaddi:

As a certified Minority Business Enterprise (MBE) of the National Minority Supplier Development Council (NMSDC), the Chicago Minority Supplier Development Council, Inc. (ChicagoMSDC) is bound to honor all affiliate certifications by any of the NMSDC councils nationwide.

It is therefore acknowledged that: **INTUEOR CONSULTING, INC.**, having been certified by: **SOUTHERN CALIFORNIA MINORITY SUPPLIER DEVELOPMENT COUNCIL**, as a Bona Fide MBE is recognized as such by ChicagoMSDC.

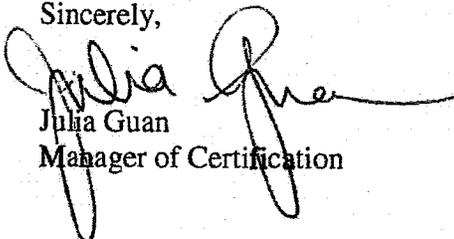
This Certification subscription is valid only within the following commodity/services area:

STRATEGY, MANAGEMENT, AND BUSINESS TECHNOLOGY CONSULTING FIRM THAT PROVIDES INDEPENDENT AND OBJECTIVE BUSINESS IMPROVEMENT, PROGRAM DEVELOPMENT, ACQUISITION ASSISTANCE, SOURCING ADVISORY, PROJECT MANAGEMENT, AND PROJECT IMPLEMENTATION OVERSIGHT SERVICES

All NMSDC affiliated certification are, however, subject to an annual review by the prospective NMSDC chapters. Thus, the Certification status of the above mentioned MBE is to change from year to year.

This certification subscription is effective through: **September 1, 2015**

Sincerely,


Julia Guan
Manager of Certification

PETITION FOR WAIVER OF MBE/WBE PARTICIPATION (SECTION 3)

A. BIDDER/PROPOSER HEREBY REQUESTS:

FULL MBE WAIVER FULL WBE WAIVER

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

_____ % of Reduction for MBE Participation

_____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.

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

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

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

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

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

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

(2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. **(Please attach)**

(3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services. **(Please attach)**

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

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

D. OTHER RELEVANT INFORMATION

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

Please see attached letter.

CERTIFICATIONS (SECTION 4)

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED 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 UNDERSIGNED IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED 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 sub-paragraphs (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 UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Undersigned has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Undersigned would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE UNDERSIGNED HEREBY CERTIFIES THAT: *In accordance with 720 ILCS 5/33 E-11, neither the Undersigned 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 UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned will provide a drug free workplace, as required by Public Act 86-1459 (30 ILCS 580/2-11).

D. DELINQUENCY IN PAYMENT OF TAXES

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-129.

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 UNDERSIGNED HEREBY CERTIFIES THAT: It is in compliance with the 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. MACBRIDE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132

If the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, the primary contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

H. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-127;

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 determined from time to time by, and is available from, the Chief Financial Officer of the County.

For purposes of this EDS Section 4, H, "Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "Contract" as used in this EDS, Section 4, I, 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.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Undersigned 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 Undersigned in Cook County:

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Undersigned 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 Undersigned 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 Undersigned 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.

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.

"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. An individual or Legal Entity 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 Government Finance Officers Association D/B/A: GFOA EIN NO.: 362167796

Street Address: 203 N. LaSalle, Suite 2700

City: Chicago State: IL Zip Code: 60601

Phone No.: 312-977-9700

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each individual and each Entity 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

2. If the interest of any individual or any Entity 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

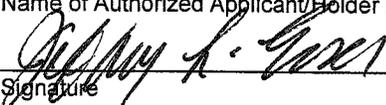
3. Is the Applicant constructively controlled by another person or Legal Entity? [] Yes [] No
 If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

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.

Jeffrey L. Esser

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


 Signature
 jesser@gfoa.org

 E-mail address

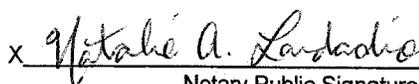
Exec. Dir./CEO

 Title
 10/28/14

 Date
 312-977-9700

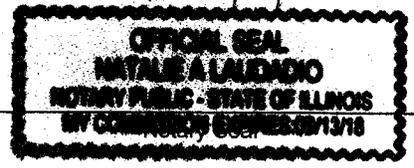
 Phone Number

Subscribed to and sworn before me this 28th day of October, 2014.

x 

 Notary Public Signature

My commission expires: 8/13/18





COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040

CHICAGO, ILLINOIS 60602

312/603-4304

312/603-9988 FAX 312/603-1011 TT/TDD

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

Section 2-582 of the Cook County Ethics Ordinance requires any person or persons doing business with Cook County, upon execution of a contract with Cook County, to disclose to the Cook County Board of Ethics the existence of familial relationships they may have with all persons holding elective office in the State of Illinois, the County of Cook, or in any municipality within the County of Cook.

The disclosure required by this section shall be filed by January 1 of each calendar year or within thirty (30) days of the execution of any contract or lease. Any person filing a late disclosure statement after January 31 shall be assessed a late filing fee of \$100.00 per day that the disclosure is late. Any person found guilty of violating any provision of this section or knowingly filing a false, misleading, or incomplete disclosure to the Cook County Board of Ethics shall be prohibited, for a period of three (3) years, from engaging, directly or indirectly, in any business with Cook County. *Note:* Please see Chapter 2 Administration, Article VII Ethics, Section 2-582 of the Cook County Code to view the full provisions of this section.

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304.

Note: A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at:

http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf

DEFINITIONS:

"*Calendar year*" means January 1 to December 31 of each year.

"*Doing business*" for this Ordinance provision means any one or any combination of leases, contracts, or purchases to or with Cook County or any Cook County agency in excess of \$25,000 in any calendar year.

"*Familial relationship*" means a person who is related to an official or employee as spouse or any of the following, whether by blood, marriage or adoption:

- | | | |
|-----------|-------------------|----------------|
| ▪ Parent | ▪ Grandparent | ▪ Stepfather |
| ▪ Child | ▪ Grandchild | ▪ Stepmother |
| ▪ Brother | ▪ Father-in-law | ▪ Stepson |
| ▪ Sister | ▪ Mother-in-law | ▪ Stepdaughter |
| ▪ Aunt | ▪ Son-in-law | ▪ Stepbrother |
| ▪ Uncle | ▪ Daughter-in-law | ▪ Stepsister |
| ▪ Niece | ▪ Brother-in-law | ▪ Half-brother |
| ▪ Nephew | ▪ Sister-in-law | ▪ Half-sister |

"*Person*" means any individual, entity, corporation, partnership, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, and whether or not operated for profit.

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

Pursuant to Section 2-582 of the Cook County Ethics Ordinance, any *person* doing business** with Cook County must disclose, to the Cook County Board of Ethics, the existence of *familial relationships** to any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County. Please print your responses.

Name of Owner/Employee: Jeffrey L. Esser Title: Executive Director/CEO

Business Entity Name: GFOA Phone: 312-977-9700

Business Entity Address: 203 N. LaSalle, Suite 2700, Chicago, IL 60601

_____ The following familial relationship exists between the owner or any employee of the business entity contracted to do business with Cook County *and* any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

Owner/Employee Name:	Related to:	Relationship:
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

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

There is *no* familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

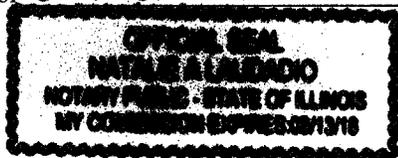
To the best of my knowledge and belief, the information provided above is true and complete.

Jeffrey L. Esser
Owner/Employee's Signature
10/28/14
Date

Subscribe and sworn before me this 28th Day of October, 2014

a Notary Public in and for Cook County

Natalie A. Landachio
(Signature)



NOTARY PUBLIC
SEAL

My Commission expires 8/13/18

Completed forms must be filed within 30 days of the execution of any contract or lease with Cook County and should be mailed to:

Cook County Board of Ethics
69 West Washington Street,
Suite 3040
Chicago, Illinois 60602

**SIGNATURE BY A CORPORATION
(SECTION 9)**

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned 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.

BUSINESS NAME: Government Finance Officers Association

BUSINESS ADDRESS: 203 N. LaSalle, Suite 2700
Chicago, IL 60601

BUSINESS TELEPHONE: 312-977-9700 FAX NUMBER: 312-977-4806

CONTACT PERSON: Jeffrey L. Esser, Executive Director/CEO

FEIN: 36-2167796 *IL CORPORATE FILE NUMBER: N-2241-990-1

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: _____ VICE PRESIDENT: _____

SECRETARY: _____ TREASURER: _____

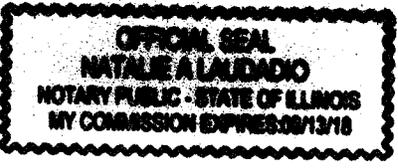
**SIGNATURE OF PRESIDENT: *Jeffrey L. Esser, CEO*

ATTEST: *Jeffrey L. Esser, Secy - Treas* (CORPORATE SECRETARY)
Signatures attached.

Subscribed and sworn to before me this
28th day of October, 2014.

x *Natalie A. Landadio*
Notary Public Signature

My commission expires:
8/13/18



Notary Seal

* 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.

** In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

Bylaws
Government Finance Officers Association
of the United States and Canada

January 2001

the office or position will be determined by lot.

5. EXECUTIVE DIRECTOR AND STAFF

5.1 EXECUTIVE DIRECTOR AND STAFF; Appointment of Executive Director

The Executive Director shall be appointed by a majority vote of the Executive Board and his or her tenure of office and compensation shall be determined by the Board.

5.2 EXECUTIVE DIRECTOR AND STAFF; Executive Director Responsibilities

The Executive Director shall be charged with the general administration of the affairs of the Association, subject to the provisions of the Bylaws and such regulations as may be adopted by the Executive Board. He or she shall prepare a budget for the Association, and upon its approval by the Executive Board, shall have the authority to spend the sum appropriated. He or she shall be responsible for any monies of the Association coming into her or her possession; and keeping of the accounting records; and the preparation of financial statements in such form and in accordance with such procedures as may be required by the Executive Board. He or she may appoint and discharge any employees or subordinates, prescribe their duties, and fix their compensation within the limits provided in the approved budget, and may enter into such agreements and contracts on behalf of the Association as will permit him or her to carry out the duties entrusted to him or her.

6. INTERASSOCIATION RELATIONSHIPS

6.1 INTERASSOCIATION RELATIONSHIPS; State/Provincial Associations

The Association shall encourage the advancement of state/provincial and other local associations of finance officials and shall offer its services upon request to assist in the development of general