

AMENDMENT NO. 5

This Amendment modifies Contract No. 12-88-058, for Contract Management System by and between the County of Cook, Illinois, herein referred to as "County" and Gimmel Solutions/Prodagio LLC, authorized to do business in the State of Illinois hereinafter referred to as "Contractor":

RECITALS

Whereas, the County and Imagitek, Ltd., d/b/a Prodagio Software have entered into a Contract approved by the Chief Procurement Officer on March 15, 2012, (hereinafter referred to as the "Contract"), wherein the Contractor is to provide Contract Management System (hereinafter referred to as the "Services") from March 16, 2012 through June 30, 2013, in an amount not to exceed \$99,600.00; and

Whereas, Amendment No. 1 was executed by the Chief Procurement Officer on September 26, 2012 for an increase in the amount of \$45,000.00; and

Whereas, Amendment No. 2 was executed by the Chief Procurement Officer on March 19, 2013 for an increase in the amount of \$4,719.38; and

Whereas, Amendment No. 3 was authorized by the County Board on May 8, 2013, and executed by the Chief Procurement Officer on May 15, 2013 for an increase in the amount of \$231,684.00 and an extension period of July 1, 2013 through November 30, 2014; and

Whereas, Amendment No. 4 was authorized by the County Board on December 17, 2014, and executed by the Chief Procurement Officer on December 26, 2014 for an increase in the amount of \$93,524.98 for the continuation of Services and an extension period for twelve (12) months beginning on December 1, 2014 through November 30, 2015; and memorialized that Imagitek, Ltd., was doing business as Prodagio LLC; and

Whereas, Imagitek, Ltd., d/b/a Prodagio, LLC was acquired by Gimmel Solutions/Prodagio LLC pursuant to an Asset Purchase Agreement dated March 31, 2015; and

Whereas, the Contract will expire November 30, 2015, and the agreed upon Services are still required; and

Whereas, an extension is desired for the continuation of Services; and

Whereas, an increase in the amount of \$103,121.00 is required for the continuation of Services; and

Whereas, the County and Contractor desire to extension the Contract for twelve (12) months beginning on December 1, 2015 through November 30, 2016.

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 extension through November 30, 2016.
2. The Contract is increased by \$103,121.00 and the Total Contract Amount is revised to \$577,649.36.
3. Exhibit 2, County Schedule of Compensation is amended to include the following provision as section 5.6:

All invoices submitted by the Consultant shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Consultant to the County.

The Consultant acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Consultant certifies that all itemized entries set forth in the invoices are true and correct. The Consultant acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies, services or equipment set forth in the Agreement to the Using Agency, or that it has properly performed the services set forth in the Agreement. The invoice(s) must also reflect the dates and amount of time expended in the provision of services under the Agreement. The Consultant acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Consultant, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Consultant receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Agreement, the Consultant must make payment to its Subcontractors within fifteen (15) days after receipt of payment from the County, provided that such Subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Consultant with all of the documents and information required of the Consultant. The Consultant may delay or postpone payment to a Subcontractor when the Subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract; the Consultant is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

4. All other terms and conditions remain as stated in the Contract.
5. The attached Economic Disclosures Statement (EDS), Identification of Subcontractor/Supplier/ Subconsultant Form and MBE/WBE Utilization Plan forms are incorporated and made a part of this Contract.
6. All other terms and conditions remain as stated in the Contract.

In witness whereof, the County and Contractor have caused this Amendment No. 5 to be executed on the date and year last written below.

County of Cook, Illinois

Gimmel Solutions/Prodagio, LLC

By: Jim E. M.
Chief Procurement Officer

Danae Stephenson
Signed

By: N/A
State's Attorney (if applicable)

Danae Stephenson
Type or print name

Vice President
Title

Date: 31 December 2015

Date: 11-3-15

Contract No. 12-88-058
Vendor Name: Gimmel Solutions/Prodagio, LLC.

ATTACHMENT 1
SCOPE OF WORK



Gimmel Solutions/Prodagio LLC

24 Greenway Plaza, Suite 1000
Houston, TX 77046
(o) 713.586.6500 (f) 713.586.6501

CONFIDENTIAL
VIA EMAIL/OVERNIGHT COURIER

May 7, 2015

Cook County
Office of the Chief Procurement Officer
118 North Clark St. Room 1018
Chicago, IL 60602-1375

Dear Sir or Madam:

Reference is made to that certain (UIC) MSA by and between Cook County and Prodagio LLC ("Prodagio"), dated June 28, 2010.

Prodagio sold substantially all of its operating assets to **Gimmel Solutions/Prodagio LLC**, a wholly-owned subsidiary of **Gimmel LLC** (the "Buyer"), on March 31, 2015 (the "Acquisition").

By this letter, we ask your consent to the assignment of the Agreement to the Buyer in connection with the Acquisition, including any deemed assignment of the Agreement, and that you waive any right you may have to terminate, amend, modify or alter any benefits or obligations of any of the parties thereunder, or any claim of breach or default under the Agreement in connection with or as a result of the Acquisition.

Please indicate your agreement to and confirmation of the foregoing by executing the enclosed copy of this letter where indicated below and returning it to my attention via email (Diana.Massaro@Gimmel.com). Except as expressly set forth herein, this consent letter and your consent will not amend, modify or otherwise affect the terms and conditions of the Agreement, which will remain in full force and effect.

Please feel free to contact me at 713.586.6500 with any questions regarding the Acquisition. Thank you for your consideration.

[Signature page follows]



Gimmel Solutions/Prodagio LLC

QUOTATION

Prepared on: May 8, 2015

Quotation No: Cook-01
Valid until 9/30/2015

Cook County
Office of the Chief Procurement Officer
118 N. Clark St – Room 1018
Chicago, IL 60602

Attn: Alex VanDyck

Annual Maintenance Renewal

**Option 1 – One (1) Year
December 1, 2015 thru November 30, 2016**

Prodagio Software	Renewal
Prodagio Cloud Users License Fee (up to 100 Users)	\$71,488
Prodagio Test Environment and Reporting Admin Module	\$16,394
Prodagio Data Gateway (14 months/co-terminated to renew 12/1/2015)	\$15,239
Total	\$103,121

**Option 2 – Two (2) Years
December 1, 2015 thru November 30, 2017**

Prodagio Software	Renewal
Prodagio Cloud Users License Fee (up to 100 Users)	\$68,410
Prodagio Test Environment and Reporting Admin Module	\$15,688
Prodagio Data Gateway (14 months/co-terminated to renew 12/1/2015)	\$14,584
Total	\$98,682

The above prices are exclusive of value added, sales and use taxes and any other governmental fees, duties and taxes which are payable. All invoices shall be paid no later than 30 days from the date of invoice. The preprinted terms of any Customer purchase order do not apply to this order.

Use of any software provided pursuant to this order is governed by the terms and conditions of the Gimmel Master Service's Agreement. Provision of any support and maintenance by Gimmel pursuant to this order shall be in accordance with Gimmel's current standard Support Terms. Any software is deemed to be accepted on delivery.

By signing below (or by providing an agreed purchase order in relation to this order) you are agreeing to be bound by the terms of this order.

Cook County

By: _____

Name: _____

Title: _____

Contract No. 12-88-058
Vendor Name: Gimmel Solutions/Prodagio, LLC.

ATTACHMENT
ECONOMIC DISCLOSURE STATEMENT (EDS)
IDENTIFICATION OF SUBCONTRACTOR/SUPPLIER/ SUBCONSULTANT FORM
AND
MBE / WBE UTILIZATION PLAN

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

Section	Description	Pages
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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 cookcountylil.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.

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, 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 34-171.

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
<hr/>	
<i>NA</i>	
<hr/>	

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.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name Gimma Solutions/Prodagio LLC

D/B/A: _____ FEIN NO.: 47-3567442

Street Address: 24 Greenway Plaza, Suite 1000

City: Houston State: TX Zip Code: 77046

Phone No.: 713 5866500 Fax Number: 713 5866501 Email: _____

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

Corporate File Number (if applicable): _____

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) LLC

Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder
Michael Alsup	24 Greenway Plaza, Houston, Tx 77046	42%

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

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

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

Name	Address	Percentage of Beneficial Interest	Relationship

Corporate Officers, Members and Partners Information:

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

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

Declaration (check the applicable box):

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

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

Danae Stephenson
Signature

Danae.Stephenson@Gimmel.com
E-mail address

Vice President
Title

11-3-15
Date

713-586-6500
Phone Number

Subscribed to and sworn before me
this 3 day of Nov, 2015

x Linda Knapp
Notary Public Signature

My commission expires:





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

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

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

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

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

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

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

Additional Definitions:

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

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

**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: _____

Address of Person Doing Business with the County: _____

Phone number of Person Doing Business with the County: _____

Email address of Person Doing Business with the County: _____

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

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

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

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

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ _____

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: _____

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: _____

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

Check the box that applies and provide related information where needed

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

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

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

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

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

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

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

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

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

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County

Name of Related County Employee or State, County or Municipal Elected Official

Title and Position of Related County Employee or State, County or Municipal Elected Official

Nature of Familial Relationship*

NA

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*

NA

Name of Employee of Business Entity Directly Engaged in Doing Business with the County

Name of Related County Employee or State, County or Municipal Elected Official

Title and Position of Related County Employee or State, County or Municipal Elected Official

Nature of Familial Relationship*

NA

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

Date

SUBMIT COMPLETED FORM TO:

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

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

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

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

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

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

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

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

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

I. Contract Information:

Contract Number: 12-88-058

County Using Agency (requesting Procurement): _____

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Gimmel Solutions / Prodagro LLC

Substantial Owner Complete Name: _____

FEIN# 47-3567442

Date of ~~Birth~~ ^{Formation} 3/30/2015 E-mail address: _____

Street Address: 24 Greenway Plaza, Suite 1000

City: Houston State: Tx Zip: 77046

Home Phone: () _____ Driver's License No: _____

III. Compliance with Wage Laws:

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

- Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., YES or NO
- Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES or NO
- Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES or NO
- Employee Classification Act, 820 ILCS 185/1 et seq., YES or NO
- Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or 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:

There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner
YES or NO

Disciplinary action has been taken against the Individual(s) responsible for the acts giving rise to the violation
YES or NO

Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default
YES or 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: _____

Danae Stephenson

Date: 11-3-15

Name of Person signing (Print): _____

Danae Stephenson

Title: Vice President

Subscribed and sworn to before me this 3 day of November, 2015

X

Linda Knapp
Notary Public Signature

Notary Seal

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



SECTION 5

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

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

Execution by Corporation

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

Execution by LLC

Gimmel Solutions/Prodagio LLC LLC Name	Danae Stephenson *Member/Manager Printed Name and Signature
11/3/15 Date	7135866500 Danae.Stephenson@Gimmel.Com Telephone and Email

Execution by Partnership/Joint Venture

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

Execution by Sole Proprietorship

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

Subscribed and sworn to before me this 3 day of NOV, 2015.

Linda S. Knapp
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.

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

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

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

Bid/RFP/RFQ No.:	Date:
Total Bid or Proposal Amount:	Contract Title:
Contractor:	Subcontractor/Supplier/ Subconsultant to be added or substitute:
Authorized Contact for Contractor:	Authorized Contact for Subcontractor/Supplier/ Subconsultant:
Email Address (Contractor):	Email Address (Subcontractor):
Company Address (Contractor):	Company Address (Subcontractor):
City, State and Zip (Contractor):	City, State and Zip (Subcontractor):
Telephone and Fax (Contractor)	Telephone and Fax (Subcontractor)
Estimated Start and Completion Dates (Contractor)	Estimated Start and Completion Dates (Subcontractor)

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

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

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

Contractor

Name _____

Title _____

Prime Contractor Signature _____ Date _____

MBE/WBE UTILIZATION PLAN - FORM 1

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

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

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

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

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

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

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Current Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Current Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

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

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: _____ Certifying Agency: _____
Contact Person: _____ Certification Expiration Date: _____
Address: _____ Ethnicity: _____
City/State: _____ Zip: _____ Bid/Proposal/Contract #: _____
Phone: _____ Fax: _____ FEIN #: _____
Email: _____
Participation: Direct Indirect

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

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

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

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

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

Signature (M/WBE)

Signature (Prime Bidder/Proposer)

Print Name

Print Name

Firm Name

Firm Name

Date

Date

Subscribed and sworn before me

Subscribed and sworn before me

this ____ day of _____, 20__

this ____ day of _____, 20__

Notary Public _____

Notary Public _____

SEAL

SEAL

PETITION FOR WAIVER OF MBE/WBE PARTICIPATION – FORM 3

A. BIDDER/PROPOSER HEREBY REQUESTS:

FULL MBE WAIVER

FULL WBE WAIVER

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

_____ % of Reduction for MBE Participation

_____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

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

- (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. **(Please explain)** *See Attached*
- (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. **(Please explain)**
- (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. **(Please explain)**
- (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. **(Please explain)**

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

- (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. **(Attach of copy written solicitations made)**
- (2) Used the services and assistance of the Office of Contract Compliance staff. **(Please explain)**
- (3) Timely notified and used the services and assistance of community, minority and women business organizations. **(Attach of copy written solicitations made)**
- (4) Followed up on initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. **(Attach supporting documentation)**
- (5) Engaged MBEs & WBEs for direct/indirect participation. **(Please explain)**

D. OTHER RELEVANT INFORMATION

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



24 Greenway Plaza, Suite 1000
Houston, TX 77046

October 29, 2015

To whom it may concern:

Gimmel Solutions/Prodagio LLC is the sole provider and implementer of the Prodagio Contract application. There are no MBE or WBE firms trained to contribute as part of the Prodagio Contract project with Cook County. Because of this, we are requesting a waiver for MBE or WBE services as it pertains to the Prodagio Software contract.

Best regards,

A handwritten signature in cursive script that reads "Danae Stephenson".

Danae Stephenson
Vice President
Gimmel LLC



OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ

DIRECTOR

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

TONI PRECKWINKLE

PRESIDENT

**Cook County Board
of Commissioners**

RICHARD R. BOYKIN
1st District

ROBERT STEELE
2nd District

JERRY BUTLER
3rd District

STANLEY MOORE
4th District

DEBORAH SIMS
5th District

JOAN PATRICIA MURPHY
6th District

JESUS G. GARCIA
7th District

LUIS ARROYO, JR
8th District

PETER N. SILVESTRI
9th District

BRIDGET GAINER
10th District

JOHN P. DALEY
11th District

JOHN A. FRITCHEY
12th District

LARRY SUFFREDIN
13th District

GREGG GOSLIN
14th District

TIMOTHY O. SCHNEIDER
15th District

JEFFREY R. TOBOLSKI
16th District

SEAN M. MORRISON
17th District

December 9, 2015

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

Re: Contract No. 12-88-058 (Amendment No. 5)
Contract Management System
Office of the Chief Procurement Officer

Dear Ms. Andrews:

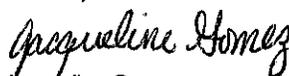
The Office of Contract Compliance is in receipt of the above-reference contract amendment and has reviewed it for compliance with the Minority- and Women- owned Business Enterprises Ordinance. After careful review it has been determined that, this amendment is responsive to the Ordinance.

Bidder: Gimmel/Prodagio, LLC
Original Contract Value: \$99,600.00
Increased Contract Value: \$45,000.00 (Amendment No. 1)
New Contract Value: \$144,600
Increased Contract Value: \$4,719.38 (Amendment No. 2)
New Contract Value: \$149,319.38
Increased Contract Value: \$231,684.00 (Amendment No. 3)
New Contract Value: \$381,003.38
Contract Extension: 3 months
New Contract Term: July 1, 2013 through November 30, 2014
Increased Contract Value: \$93,524.98 (Amendment No. 4)
New Contract Value: \$474,528.36
Contract Extension: 12 months
New Contract Term: December 1, 2014 through November 30, 2015
Increased Contract Value: \$103,121.00 (Amendment No. 5)
New Contract Value: \$577,649.36
Contract Extension: 12 months
New Contract Term: December 1, 2014 through November 30, 2016
Contract Goal: 35%MBE/WBE

Full Waiver Granted: Due to the specification 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 WBEs in accordance with the applicable participation.

The Office of Contract Compliance has been advised by the Requesting Department that no other bidders are being recommended for award. Original MBE/WBE forms were used in the determination of the responsiveness of this contract.

Sincerely,



Jacqueline Gomez
Contract Compliance Director
JG/ate

Cc: Angela Sanchez, OCPO

 Fiscal Responsibility  Innovative Leadership  Transparency & Accountability  Improved Services



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/30/2015

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 BancorpSouth Insurance Services, Inc. 3355 W. Alabama #850 Houston TX 77098	CONTACT NAME: Lori Fussell PHONE (A/C, No, Ext): 281-840-5267 E-MAIL ADDRESS: lori.fussell@bxsi.com	FAX (A/C, No): 713-961-5459
	INSURER(S) AFFORDING COVERAGE	
INSURED GIMMLLC-01 Gimmel, LLC 24 Greenway Plaza, Ste. 1000 Houston TX 77046	INSURER A: Travelers Property Casualty Co of A NAIC # 25674	
	INSURER B: Travelers Indemnity Co of America 25666	
	INSURER C: Hanover Insurance Company 22292	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 2107777151 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VVD	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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZLP81M11400	8/1/2015	8/1/2015	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 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			BA8E487904	8/1/2015	8/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ZUP81M11548	8/1/2015	8/1/2016	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A C	Tech E&O/Cyber Liab Crime			ZPL81M1155A BDD1012739	8/1/2015 8/1/2015	8/1/2016 8/1/2016	Each Occurrence \$5,000,000 Crime Limits See Below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Crime
Employee Theft - \$500,000 - \$5,000 Retention
Computer Crime - \$500,000 - \$5,000 Retention
Funds Transfer Fraud - \$500,000 - \$5,000 Retention

General liability policy includes a blanket additional insured endorsement when required by written contract but in no event shall such See Attached...

CERTIFICATE HOLDER Cook County Government/Office of Chief Procurement Officer 118 N. Clark Street, Room 1018 Chicago IL 60602	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
--	--



ADDITIONAL REMARKS SCHEDULE

AGENCY BancorpSouth Insurance Services, Inc.		NAMED INSURED Gimmel, LLC 24 Greenway Plaza, Ste. 1000 Houston TX 77046	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

coverage exceed the limits, terms and conditions of the policy. Primary & Non-Contributory wording is included when required by written contract, but only with respect to coverage provided by this policy.

Auto liability policy includes a blanket additional insured endorsement when required by written contract but only with respect to legal responsibility for acts or omissions of a person for whom liability coverage is afforded under this policy but in no event shall such coverage exceed the limits, terms or conditions of the policy.

General Liability and Auto policy include a blanket waiver of subrogation endorsement when required by written contract but in no event shall such coverage exceed the limits, terms or conditions of the policy.

Excess Liability/Umbrella Liability policy follows form of the Underlying policies, General Liability and Auto Liability, but not for broader coverage than would be afforded by such Scheduled Underlying Insurance.

All coverages shown are subject to the Terms, Conditions and Exclusions of the policies.