

**AMENDMENT NO. 1**

This Amendment modifies Contract No.1425-13183, for Risk Management Information System by and between the County of Cook, Illinois, herein referred to as "County" and Origami Risk LLC., authorized to do business in the State of Illinois hereinafter referred to as "Contractor":

**RECITALS**

Whereas, the County and Contractor have entered into a Contract approved by the County Board on July 29, 2015 (hereinafter referred to as the "Contract"), wherein the Contractor is to provide a Risk Management Information System (hereinafter referred to as the "Services") from August 1, 2015 through July 31, 2018, with two (2) three (3) year renewal options, in an amount not to exceed \$338,700.00; and

Whereas, the County and Contractor desire to include additional claim storage services to the Contract.

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

1. The Contract is increased by \$60,000.00 and the Total Contract Amount is revised to \$398,700.00.
2. The Contract is hereby amended to incorporate Attachment A and made part of the Contract.
3. The attached Identification of Subcontractor Form is incorporated and made a part of this Contract.
4. All other terms and conditions remain as stated in the Contract.

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

County of Cook, Illinois

Origami Risk LLC

By: John E. Miller  
Chief Procurement Officer

T. J. [Signature]  
Signed

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

Robert G. Petricelli  
Type or print name

CEO  
Title

Date: 20 February 2016

Date: 1/13/2015

Contract No. 1425-13183  
Vendor Name: ORIGAMI RISK LLC

ATTACHMENT A

## **Risk Management Information System Statement of Work**

THIS STATEMENT OF WORK NO (this "SOW") is dated November 24, 2015, and is attached to and made a part of that certain Software Subscription Agreement dated August 1, 2015 (the "Subscription Agreement"), between Origami and County. All capitalized terms used but not defined in this SOW have the meanings given to them in the Subscription Agreement. If any terms of this Statement of Work are inconsistent with the terms of the Subscription Agreement, the terms of the Subscription Agreement shall control.

### **PROJECT SCOPE**

Origami will provide additional data storage to Cook County.

#### **Data Hosting:**

The current SOW includes up to 50,000 claims and associated information. This SOW will provide additional claim storage for up to 100,000 claims and associated information.

### **PRICING AND INVOICE SCHEDULE**

The fee is \$20,000 per year for up to 100,000 claims and associated information.

\$20,000 will be invoiced upon the execution of this agreement as well as on August 2016 and August 2017.

All fees are subject to State Sales Tax, where applicable.

**Attachment A  
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: 1425-13183

County Using Agency (requesting Procurement): \_\_\_\_\_

**II. Person/Substantial Owner Information:**

Person (Corporate Entity Name): Origami Risk LLC

Substantial Owner Complete Name: Robert G. Petric

FEIN# 26-4060548

Date of Birth: \_\_\_\_\_

E-mail address: rpetric@origamirisk.com

Street Address: 222 W. Merchandise Mart Plaza

City: Chicago

State: IL Zip: 60654

Home Phone: (847) 786-4202

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**

**NO** Any comparable state statute or regulation of any state, which governs the payment of wages **YES or**

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 or 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: TRMS

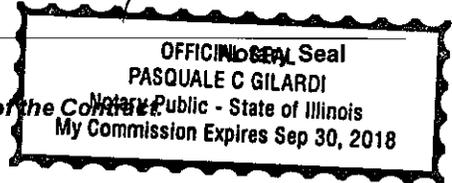
Date: 1/26/2016

Name of Person signing (Print): Robert G. Patrie III

Title: CEO

Subscribed and sworn to before me this 26 day of January, 2016

X [Signature]  
Notary Public Signature



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

Contract No. 1425-13183  
Vendor Name: ORIGAMI RISK LLC

**IDENTIFICATION OF SUBCONTRACTOR FORM**

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

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

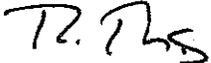
The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier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

Contract No.: 1425-13183	Date:
Total Bid or Proposal Amount:	Contract Title:
Contractor:	Subcontractor/Supplier/ Subconsultant to be added or substitute: <b>N/A</b>
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.

Description of Services or Supplies	Total Price of Subcontract for Services or Supplies

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 Origen: Risk LLC  
 Name Robert G. Petric III  
 Title CEO  
 Prime Contractor Signature  Date 1/26/2018



OFFICE OF CONTRACT COMPLIANCE

**JACQUELINE GOMEZ**

DIRECTOR

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

February 19, 2016

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

Re: 1425-13183, Amendment No. 1  
Risk Management Information System  
Department of Risk Management

Dear Ms. Andrews:

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

Bidder: Origami Risk

Original Contract Value: \$338,700.00

Increased Contract Value: \$60,000.00

New Contract Value: \$398,700.00

Contract Extension: NA

New Contract Term: August 1, 2015 through July 31, 2018

Contract Goal: 35% Overall MWBE

**Full MWBE Waiver Granted:** 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. Origami Risk is a Software as a Service (SaaS) offering and the software licensing and hosting services cannot be divided.

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/la

Cc: Edgar Guzman, Department of Risk Management

**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  
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LUIS ARROYO, JR  
8th District

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16th District

SEAN M. MORRISON  
17th District

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)
- (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.

In regards to Form EDS3 - Petition for Waiver of MBE/WBE Participation (Section 3), we have requested a full waiver of MBE/WBE participation under waiver request (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.

Origami Risk is a Software as a Service (SaaS) offering and the software licensing and hosting services cannot be divided. We have several numerous government agencies at the local, state and federal level that we currently work with under our existing SaaS model without MBE/WBE participation.

**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.cookcountylf.gov/contractcompliance](http://www.cookcountylf.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