AMENDMENT NO. 2

This Amendment modifies Contract No. 2207-05112, for Budget, Planning, and Financial Analytics Software Selection Services by and between the County of Cook, Illinois, herein referred to as "County" and Grant Thornton, LLP, 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 Chief Procurement Officer on July 01, 2022, (hereinafter referred to as the "Contract"), wherein the Contractor is to provide Budget, Planning, and Financial Analytics Software Selection Services (hereinafter referred to as the "Services") from June 15, 2022 through August 14, 2022, in an amount not to exceed $148,161.00, with two (2), one-year renewal options; and

Whereas, Amendment No. 1 was authorized by County Board on July 28, 2022, to renew the Contract for one (1) year beginning August 15, 2022 through August 14, 2023 and increase the Contract in the amount of $910,000.00 and the Total Contract Amount was revised to $1,058,161.00; and

Whereas, the Contract will expire on August 14, 2023, and the agreed Services are still required; and

Whereas, pursuant to Article 4 Section C of the Contract, the County and Contractor desire to renew the Contract for one (1) year beginning on August 15, 2023 through August 14, 2024; and

Whereas, an increase of the Contract amount is required for the continuation of Services; and pursuant to Article 10 Section C of the Contract, the County and Contractor desire to increase the Contract in the amount of $708,069.00; and

Whereas, pursuant to Article 10 Section C of the Contract, the County and Contractor desire to include additional Services to the Contract; and

Whereas, Grant Thornton, LLP has been acquired by Guidehouse, Inc. pursuant to the attached Certificate of Merger, and the Parties wish to assign the Contract to Guidehouse, Inc.

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 renewed through August 14, 2024.

2. The Contract is increased by $708,069.00 and the Total Contract Amount is revised to $1,766,230.00.

3. The Contract is hereby amended to incorporate Attachment A – revised Scope of Services, and made part of the Contract.

4. As per Article 3(k), Subcontracting or Assignment of Contract or Contract Funds, the assignment of this Contract from Grant Thornton, LLP to Guidehouse, Inc. as applicable, is hereby agreed to by the Parties and approved in all respects effective as of September 30, 2022. Any reference to Grant Thornton, LLP shall be changed to Guidehouse, Inc. who shall be the "Consultant" or "Contractor".

5. The Contract is hereby amended to incorporate Attachment B – add Certificate of Merger document, and made part of the Contract.

6. Article 11 of the Contract, Notices, is hereby revised to update the addresses for Consultant as follows:

   Guidehouse, Inc.
   1676 International Drive, Suite 800
   McLean, VA 22102

7. The Contract is hereby amended to incorporate Attachment C – add the Cook County Travel Guidelines, and made part of the Contract.

8. The attached updated Identification of Sub-Contractors/Suppliers/Sub-Consultants Form, MBE/WBE Utilization Plan forms, Certificate of Insurance, and Economic Disclosures Statement under Attachment D are incorporated and made a part of this Contract.

9. All other terms and conditions remain as stated in the Contract.

In witness whereof and pursuant to County Board approval on April 27, 2023, the County and Contractor have caused this Amendment No. 2 to be executed on the date and year last written below.

County of Cook, Illinois

By: Raffi Sarrafian Digitally signed by Raffi Sarrafian Date: 2023.05.10 09:38:53 -05'00'
Chief Procurement Officer

Date:

By: Approved as to form; /s/ Brian Tracy
State's Attorney (if applicable)

Brian Tracy
Type or print name (if applicable)

Date: 4/27/2023

Guidehouse, Inc.

Signed

Raveen Rao
Type or print name

Partner, Guidehouse Inc.
Title

Date: 4/6/2023

ATTACHMENT A

Cook County Government
Department of Budget & Management Services (DBMS)

Phase 2: Procurement Execution and Evaluation Process Business Process Consulting Support Services

Contract Addendum

March 20, 2023

Provided to:

Cook County Government
Department of Budget Management Services (DBMS)
Annette Guzman
annette.guzman@cookcountyil.gov

Provided by:

Guidehouse Inc.
Raveen Rao
Partner
150 N Riverside Plaza Suite 2100,
Chicago, IL 60606
Telephone +1 312-212-6188
rrao@guidehouse.com

This document contains Guidehouse proprietary information which has been provided to the Government with limited restricted rights and shall be protected from disclosure outside of the Government in accordance with the U.S. Trade Secrets Act, the U.S. Economic Espionage Act, and the U.S. Freedom of Information Act. This restriction does not limit the Government's right to use information contained in these data if they are obtained from another source without restriction. The data subject to this restriction are contained in all pages/sheets herein.

Subject: Addendum for Statement of Work for Budget, Planning, and Financial Analytics Software Selection Services
Phase 2: Procurement Execution and Evaluation Process: Business Process Consulting Support Services

Dear Ms. Guzman,

We are excited to submit the addendum for the Phase 2 Statement of Work (SOW) for Budget, Planning, and Financial Analytics Software Selection Services. The addendum describes Guidehouse's approach to the work, project activities and required engagement from Cook County stakeholders for the business process consulting services to provide future state process and technology configuration recommendations for the new Enterprise Performance Management tool that will be selected during Phase 2. Also, the Cook County team has received additional procurement related guidance and dependencies on initiating the implementation contract related RFP publication. OCPO has advised DBMS, that prior to publicly releasing the implementation RFP, the tool selection decision needs to be presented to County's Board and the selection needs to be approved by the County Board. Due to procurement delays encountered during the tool selection tasks and pre-requisites/dependencies on Cook County Board approval requirements prior to implementation, the timeline for implementation related procurement tasks are estimated to be completed by December 2023. The initial planned completion date for implementation RFP related procurement tasks was August 2023.

A phased approach will allow Cook County to iteratively manage the project activities and establish scope related gate checks. This SOW document is aligned for timeline updates to Phase 2: Procurement Execution, Tool Evaluation and Process Assessment as well as for new scope area of Business Process Consulting Support Services.

As you review our proposed program for this initiative, please let us know if you have any additional questions or require further information. It has been our privilege to work with the County on several critical initiatives, and we look forward to the opportunity to continue to support you, your team, and the County in this very important undertaking.

Thank you for taking the time to review our response. We look forward to engaging with Cook County on this strategic initiative.

Sincerely,

Raveen Rao
Partner
T + +1 312-212-6188
E rrao@guidehouse.com

Priya Mhatre
Director
T +1 202-381-0599
E pmhatre@guidehouse.com

The Cook County DBMS has identified the need to transform its Budget processes and systems, the main component of which is the acquisition, implementation, support, and maintenance of a modern, integrated, technology solution that best meets the needs and requirements of DBMS and its stakeholder community across the County government spectrum, including Cook County Health and the Forest Preserves of Cook County. In addition to the procurement planning, software evaluation and selection tasks in Phase 1 and Phase 2 of Project New Frontier, DBMS also needs additional support to identify future state process efficiencies and technology configuration recommendations.

Added Task Scope Description - Business Process Consulting Support Services

Following the selection of a new modern Enterprise Performance Management Platform for Cook County to maximize the usage of the platform selected, DBMS will need to streamline state business processes to allow for optimal end user experience, solution implementation and maintenance activities. The objective of the additional task is to enable the Guidehouse team to provide additional process consulting support services to collaborate with Cook County DBMS, BOT teams and their stakeholders to recommend future state business processes, data flows, and reporting requirements, to provide technology recommendations, and to support the implementation of the platform selected.

The Guidehouse team shall use the assessment and pain-points of the current state as-is Budgeting, Planning Consolidation and Financial analytics processes, future state vision and outcomes to inform the development of future state business processes.

The Guidehouse team will facilitate working sessions with stakeholders, analyze the data patterns and apply knowledge of leading practices to prepare a future state business and governance process document. Guidehouse will also share lessons learned and leading practices with the stakeholders during the workshops and incorporate recommendations for the future state. The future state business process documentation will illustrate how effective, efficient, and compliant processes and solutions may be achieved in the future state using the selected technology tool or platform.

The future state document will include the business process view and high-level technology configuration the County will need to undertake to accomplish the requirements outlined in the procurement. The document shall include system(s) users, responsible office, process descriptions, inputs, systems, or tools used, and resultant output and/or interface. The future state document can be captured in Visio process flow diagrams or any tool the vendor selects. As part of this documentation, the Guidehouse team shall provide observations and recommendations to the implementation team to ensure the appropriate product usage, as well as observations and recommendations regarding the process updates that should take place to ensure an Enterprise solution for the County.

The Guidehouse team will evaluate and document the change impacts from the future state business process updates for operations, technology implementation and training for the stakeholder community.

Additional Deliverables for Critical Milestone 10:

1. Future-State Business Process and Technology Configuration/Usage Recommendation document

Proposed period: 6 months (April 2023 – September 2023)

Updated Task Timeline:

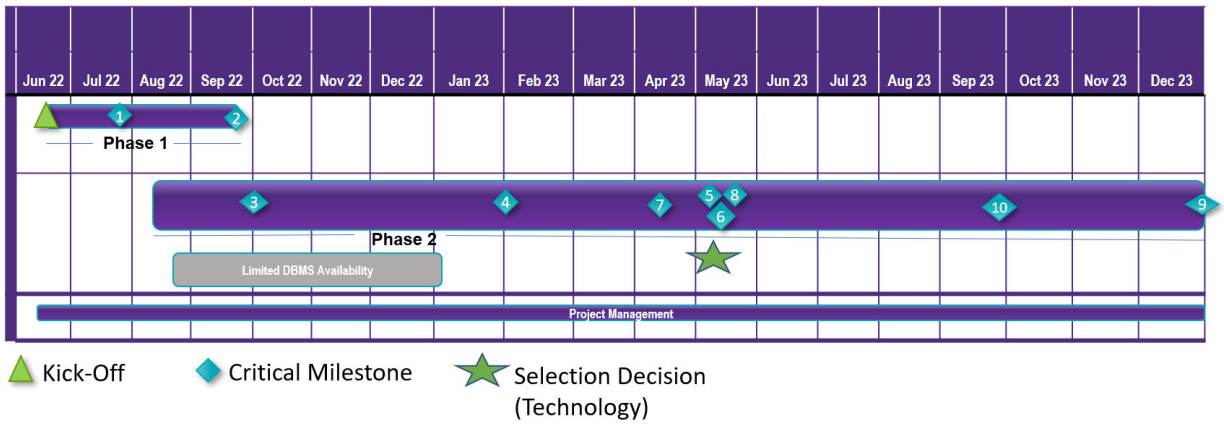
Noted below is the updated task timeline. Definitions for critical milestones remain unchanged. The updated timeline for milestones 5,6, 7, 8, 9 and 10 (new) are noted below.

Timelines for deliverables for 5, 6 and 8 were impacted for scheduling delays related to procurement processes for the software selection processes.

Critical milestone 9 notes the completion of implementation RFP/Procurement related tasks. The task completion date has been updated from August 2023 to December 2023.

Critical milestone 10 notes the completion of business process consulting task in September 2023.

Deliverable: Future state business process design recommendations for scope areas identified in Assumption #1.



Project Deliverables by Phase:

In the table below, we have noted the proposed project deliverables aligned for Phase 2 and critical milestones.

Project Phase and Milestone Alignment	Deliverable	Deliverable Description
Phase 2: Critical Milestone 3	Draft RFP (Complete)	Includes the RFP packet with core functionality requirements to be released by Cook County procurement team to the software vendors

Phase 2: Critical Milestone 3	Recommendations for sample data preparation (Complete)	Includes technical recommendations for preparation of sample data in accordance with the business requirements prioritization
Phase 2: Critical Milestone 3	Prepare product demonstration script (Complete)	Includes a recommended path for software vendors to conduct product demonstrations in alignment with the business requirement and evaluation criteria
Phase 2: Critical Milestone 4	Scoring Criteria and RFP response analysis (Complete)	Includes scoring criteria for evaluations to be completed by evaluation panel during software vendor RFP response review and product demonstrations
Phase 2: Critical Milestone 5	Product Demonstrations	No-deliverable Milestone marks completion of product demonstrations
Phase 2: Critical Milestone 6	Preliminary Evaluation and Selection Report	Includes preliminary evaluation and selection based on input provided by evaluation panel and best and final offers from software vendors
Phase 2: Critical Milestone 7	Business process assessment and future state visioning out-brief	Includes business process assessment, future state vision and recommendations
Phase 2: Critical Milestone 8	Final Selection and Award (Software)	Includes final evaluation report and selection recommendation based on input provided by the evaluation panel
Phase 2: Critical Milestone 9	Prepare SOW, support procurement for Implementation Services	Includes implementation services scope, definition of outcomes, success criteria and procurement support for implementation
Phase 2: Critical Milestone 10	Prepare future state business process recommendations	Includes business process diagrams and summary of recommendations for identified scope areas in Assumption #1.

Additional Roles:

Role	Description
Senior Business Process Analyst	Reviews current state business processes, data flows, facilitates/leads stakeholder working sessions, analyzes leading practices to define future state business processes.
Business Process Analyst	Reviews current state business processes, data flows, supports stakeholder working sessions, develops business process diagrams and project deliverables.
Enterprise Performance Management Technology SME	Reviews current state business processes, data flows, facilitates/leads stakeholder working sessions, analyzes leading practices for technical configurations and business processes to define future state business processes.

Pricing

We have proposed a fixed price fee in the table below for Phase 2, remainder of Budget, Planning, and Financial Analytics Software Selection Services and the new scope area of Business Process Consulting Support Services. Since the pricing for Phase 3 will be dependent on of tool selected and the implementation timeline, pricing for Phase 3 will be provided after the Budget System Selection is finalized.

Project Phase	Targeted Timeframe	Proposed Fees
Phase 2 - Business Process Consulting Support Services: Additional funding request	April 2023 – September 2023	$522,004
Phase 2 - Budget, Planning, and Financial Analytics Software Selection Services: Additional funding request	October 2023 – December 2023	$166,065
Total	**April - December**	**$688,069**

Guidehouse will submit 6 monthly invoices for services provided between April 2023 – September 2023. The Monthly Invoice Amount: $145,334.
Guidehouse will submit 3 monthly invoices for services provided between October 2023-December 2023. The Monthly Invoice Amount: $55,355

In addition, Guidehouse proposes that a travel expense budget be established in the amount of $20,000. While we have proposed that the work be conducted primarily on a remote basis, there are instances where it may be valuable for our team members to be on site when permissible based on County and Guidehouse pandemic and public health related guidelines. Travel by members of the Guidehouse team will be pre-approved by the County's project manager. Guidehouse will bill the County for travel expenses at cost. We expect that the travel budget should be sufficient to cover 6 or 8 separate trips by Guidehouse team members. If additional travel is required, the parties will execute an amendment to adjust the established amount.

Additional Assumptions:

All assumptions outlined for Phase 2 will continue to be applicable until December 2023.

Listed below are additional assumptions applicable for the business process consulting support services outlined in this contract addendum.

1. The scope areas in-review for business process consulting services will be limited to:

    - Personnel Planning
    - Operating Budgets
    - Grants Planning
    - Contract Budgeting
    - Capital (capital improvements, capital equipment, and transportation/highway construction)
    - Budget Amendments
    - Budget Book Preparation, Financial Reporting and Analytics

2. Guidehouse team estimates to facilitate up to 30 working sessions focused on business process consulting support between April 2023 – September 2023.
3. Cook County Project New Frontier Evaluation Committee will complete tool evaluation and selection by May 5, 2023.

ATTACHMENT B

Guidehouse Inc.
1676 International Drive, Suite 800
McLean, VA 22102
571.633.1711 main
guidehouse.com

October 1, 2022

Subject: Grant Thornton Public Sector LLC Merger with Guidehouse Inc.

To Whom It May Concern:

On September 30, 2022, Guidehouse Inc. ("Guidehouse") completed its previously announced acquisition of Grant Thornton Public Sector LLC ("GTPS"). As of that date, GTPS has merged into Guidehouse. This transaction enhances our resources, expertise, and capabilities. As noted in the attached Certificate of Merger, Guidehouse is the surviving entity of the merger.

If additional information is required please contact Eliana Albelbaisi, Associate General Counsel via email to ealbelbaisi@guidehouse.com for by phone at +1 571-895-2094.

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"GRANT THORNTON PUBLIC SECTOR LLC", A DELAWARE LIMITED LIABILITY COMPANY,

WITH AND INTO "GUIDEHOUSE INC." UNDER THE NAME OF "GUIDEHOUSE INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE ON THE THIRTIETH DAY OF SEPTEMBER, A.D. 2022, AT 8:40 O`CLOCK A.M.





2630937 8100M
SR# 20223660578

Authentication: 204518771
Date: 09-30-22

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 08:40 AM 09/30/2022
FILED 08:40 AM 09/30/2022
SR 20223660578 - File Number 2630937

STATE OF DELAWARE
CERTIFICATE OF MERGER OF
DOMESTIC LIMITED LIABILITY COMPANY
INTO A
DOMESTIC CORPORATION

Pursuant to Title 8, Section 264(c) of the Delaware General Corporation Law and Title 6, Section 18-209 of the Delaware Limited Liability Company Act, the undersigned corporation executed the following Certificate of Merger:

FIRST: The name of the surviving corporation is Guidehouse Inc., a Delaware corporation, and the name of the limited liability company being merged into this surviving corporation is Grant Thornton Public Sector LLC.

SECOND: The Agreement and Plan of Merger, dated as of August 21, 2022, by and among Guidehouse Inc., Grant Thornton LLP and Grant Thornton Public Sector LLC (the "Merger Agreement"), setting forth the terms and conditions of the Merger, has been approved, adopted, certified, executed and acknowledged by the surviving corporation and the merging limited liability company.

THIRD: The name of the surviving corporation is Guidehouse Inc.

FOURTH: The merger shall become effective upon the filing of this Certificate of Merger with the Secretary of State of the State of Delaware.

FIFTH: An executed copy of the Merger Agreement is on file at the following address, the place of business of the surviving corporation:

Guidehouse Inc.
2941 Fairview Park Drive, Suite 501
Falls Church, VA 22042
Attn: Edward Eich, General Counsel
Email: eeich@guidehouse.com

SIXTH: A copy of the Merger Agreement will be furnished by the surviving corporation on request, without cost, to any stockholder of any constituent corporation or member of any constituent limited liability company.

SEVENTH: The Certificate of Incorporation of Guidehouse Inc. shall be the surviving corporation's Certificate of Incorporation.

(*Signature Page Follows*)

IN WITNESS WHEREOF, said corporation has caused this Certificate of Merger to be executed by an authorized officer in its company name, on the 30th day of September 2022.

GUIDEHOUSE INC.

By: _____
Name: Scott McIntyre
Title: President and Chief Executive Officer

ATTACHMENT C



Cook County Travel and Business Expenses Policy and Procedures

Adopted: FY 2017

Cook County Travel and Business Expenses Policy and Procedures

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INTRODUCTION

The County of Cook ("County") has a fiduciary responsibility to ensure County resources are used responsibly and that individuals do not incur inappropriate or excessive expenses, or gain financially from the County. As such, all persons who travel on behalf of the County are fiscally responsible and accountable for all County expenditures.

The purpose of the County's travel and business expense policy and procedures is to provide guidelines for payment of authorized travel expenses in an efficient, cost effective manner, and to enable County travelers to successfully execute their local and non-local travel requirements at the lowest reasonable costs, resulting in the best value for the County.

All official travel should be prudently planned so that the County's best interests are served at the most reasonable cost. Anyone traveling on County business is expected to exercise the same economy that a practical person would exercise when traveling on personal business.

Excessive costs or unjustifiable costs are not acceptable and will not be reimbursed. The individual requesting reimbursement is responsible for insuring that his/her expense and related reimbursement request complies with all applicable policies, is properly authorized, and is supported with necessary receipts and documentation.

Supervisors and department heads are accountable for use of County funds and must verify that all travel is budgeted and expenditures are charged to the proper account(s).

These guidelines and procedures described in this policy may not cover every possible situation. Travelers should contact supervisors and/or department heads for clarification as needed.

APPLICABILITY

The Cook County Travel and Business Expense Policy and Procedures, and all associated requirements, applies to all County employees and all County officials, whether elected or appointed, who incur travel or business expenses while conducting official business on behalf of the County.

GENERAL PRINCIPLES AND REQUIREMENTS

The County reimburses authorized travelers for reasonable and necessary expenses incurred in connection with approved travel on its behalf.

A necessary expense is one for which there exists a clear business purpose and is within the County's expense policy limitations. A clear business purpose contains all information necessary to substantiate the expenditure including a list of attendees, if appropriate, and their

purpose for attending, business topics discussed, or how the expenditure benefited the County.

Each county bureau and department is charged with the responsibility for determining the necessity, available resources and justification for the need and the method of travel.

All employees and supervisory staff should keep the following key points in mind when planning and/or approving travel on behalf of the County:

i. All official travel should be planned so that the best interests of the County are served at the most reasonable cost;
ii. All official travel shall be by the most economical mode of transportation available considering travel time, cost and work requirements;
iii. Most travel must be authorized in advance by the traveler's department head;
iv. Each department head is responsible for ensuring that all travel on behalf of the County complies with all applicable travel regulations;
v. Employees must be authorized to commit the County's resources, and are subject to disciplinary action up to and including the termination of employment if proper authorization is not obtained;
vi. All travel authorizations must be documented by the process established within each bureau or department as to how prior authorization for travel will be documented, e.g., travel request form, email;
vii. Under no circumstances should an individual approve his/her own expense report.
viii. Travel related costs shall not be reimbursed from petty cash funds; and
ix. The County will not reimburse personal expenses.

LOCAL TRAVEL

Definitions

"Local travel" means travel that is performed for official purposes in and around the employee's primary work location and does not entitle the traveler to lodging, meals or other travel related allowances.

"Primary work location" means the worksite to which the employee is assigned and reports to when not performing local travel.

Authorized Modes of Transportation for Local Travel

Authorized modes of local transportation for conducting local official County business in preferred order are:

i. Public transportation, i.e., CTA, Pace, Metra
ii. County-owned vehicles, i.e., Shared Fleet or ZipCar;
iii. Taxicabs and ride sharing services; and
iv. Personally owned vehicle.

Local Travel Requirements

Preferred Method of Travel

Public transportation is the preferred method of local travel. However, it is recognized that there are times when this mode of transportation may not be feasible due to location, timing, equipment/materials, and/or security reasons. In such cases, the use of a County-owned or personally owned vehicle ("POV") for local travel may be approved by a department head. Use of a POV for local travel may not be approved solely to accommodate the traveler's personal comfort or convenience.

County-owned vehicles

The following requirements apply to local travel by means of a County-owned vehicle:

i. The department head has determined public transportation is not feasible or practical.
ii. County owned vehicles are to be used only for County business. The use of County-owned vehicles for personal use is prohibited.
iii. Employees must follow the Vehicle Policy Ordinance, and any other rules, regulations or other applicable requirements adopted by the Cook County Board of Commissioners or the Vehicle Steering Committee.

Personally Owned Vehicles

The following requirements apply to the use of a POV for local travel:

i. County employees, with the prior written permission of their department head, may use their POV to conduct official County business. Department heads shall only approve the use of POV for County business when it is in the best interest of the County to do so.
ii. POV use is in the County's best interest when it is the least expensive option or the employee's department head determines in writing that a less expensive mode of transportation is clearly not feasible or practical.
iii. Each bureau (or equivalent operating unit) is responsible for developing a process for approving and documenting the use of a POV for official travel.

A copy of the department head's written approval for each instance of POV use must accompany each request for POV mileage reimbursement and related expenses.

Reimbursement for Local Travel by Public Transportation

Mass Transit and Metra

Local official travel via mass transit, e.g., CTA, PACE, Metra, may be reimbursed as a transportation expense. A receipt is required for reimbursement.

Taxicabs
Employees may utilize a taxicab if advantageous to the County and necessary for urgent business. Reimbursement is limited to the metered fare. Tipping is at the traveler's expense and not reimbursable. A receipt is required for reimbursement.

Uber/Lyft, etc.
Employees may utilize Uber or a similar service if advantageous to the County and necessary for urgent business. In such cases, an employee may only use the service's lowest-cost option, e.g., Uber X. Reimbursement for Uber and similar ride services is limited to the actual cost of the trip. A receipt is required for reimbursement.

Reimbursement for Local Travel by POV

Reimbursement for POV mileage shall be subject to the following terms and conditions:

i. An employee shall not be reimbursed for commuting mileage, i.e., the distance between the employee's residence and the employee' primary work location.
ii. When approved local travel starts and terminates at the employee's primary work location, only the most direct route mileage (using the TEVS mileage calculator) from the primary work location to the site(s) visited and back to the primary work location will be reimbursed. In the event the employee's work day ends at a site, the mileage from the last site to residence shall not be reimbursed.
iii. An employee driving a POV may start and terminate the field assignment at her/his home or official workstation, at the discretion of the department head, provided that where the assignment starts and/or terminates at the employee's home, mileage from residence to first location and last location to residence is deemed commuting mileage and shall not be reimbursed.
iv. The number of County business miles driven per month will be compensated at the standard IRS deduction rate for business related transportation currently in effect and authorized by the Bureau of Administration. IRS mileage rates adjusted midyear will not be made retroactive. The IRS per-mile rate covers the total cost of operating a POV for local travel or transportation away from home, including such items as gasoline, oil, maintenance, repairs, etc.
v. Any travel voucher for POV reimbursement that does not include a copy of the prior authorization for POV travel shall not be processed for payment.

Parking and Tolls

Employees can be reimbursed for parking and toll expenses when using a County owned vehicle or POV for County business. Parking and tolls shall be allowed for reimbursement if items are

supported by receipts.

Local Travel Reimbursement

Local travel expenses are reimbursed by means of a Travel Expense Voucher (TEV) on the Transportation Expense Voucher System (TEVS). A sample TEV is attached at Appendix 1.

All requests for local travel reimbursement must be generated from the TEVS. The Comptroller's Office will not accept handwritten vouchers.

Employees are required to utilize the TEVS for all mileage reimbursement and other transportation expenses associated with local travel including tolls and parking. TEVS automatically calculates the distance for the most direct route between the two points of travel.

All TEV expenses for parking, tolls, taxi, and public transportation costs shall be supported by receipts for all items, individually.

TEVs prepared through the TEVS must be prepared and signed by the employee who has incurred the expense and signed by his/her department head (or a designated representative). The original local travel voucher shall be submitted to the Comptroller's Office and a copy should be retained by the employee and by the department. Falsification of a TEV is considered a major cause infraction subject to disciplinary action up to and including discharge.

The traveler submitting the TEV is personally responsible for its accuracy and propriety. Local travel trip details are to be entered immediately following travel to eliminate possibility of errors. The TEV must be completed in its entirety.

Approval and Submission of Local Transportation Expense Voucher

In order to be eligible for local travel reimbursement, the employee must submit the TEV by no later than the 20th day of the month following the month in which the travel expense was incurred, unless the failure to submit a voucher within the 20 day period is due to extraordinary circumstances.

The local transportation expense voucher shall then be reviewed and approved by the traveler's department head (or a designated representative), or bureau chief (or equivalent) in the case of a department head, whose signature will represent his or her representation that he or she has reviewed the voucher and that the information contained on the voucher is complete and accurate.

Upon approving a TEV, a supervisor and department head (or a designated representative) are certifying:

i. Appropriateness of the expenditure and reasonableness of the amount;
ii. Availability of funds;
iii. Compliance with applicable reimbursement policies; and

iv. Completeness and accuracy of documentation.

A department must submit the TEV to the Comptroller's Office via TEVS by no later than the 60th day after the end of the month in which the travel expense was incurred. An employee who submits a voucher within the 20-day submission period will not be denied reimbursement for failure of his/her department to timely submit the voucher to the Comptroller's office. A copy of the TEV shall be retained by the department.

Any TEV not prepared in accordance with these regulations, including the proper signatures, will be returned to the originator for corrections.

A request for reimbursement of an expense that does not comply with these guidelines may be denied and treated as a personal expense to the traveler and shall be deducted from the reimbursement due the traveler.

NON-LOCAL TRAVEL

The following is not intended to cover routine local travel related to the performance of regular job duties and applies only to official travel that requires an overnight stay.

Before planning non-local travel to attend conferences, meetings, seminars or training sessions, every effort should be made to identify local options for comparable conferences, meetings, seminars or training sessions.

Travelers must verify that planned travel is eligible for reimbursement before making travel arrangements.

Non-local travel connected to and/or funded by a grant (or contract) must be made in accordance with the funding agency's travel requirements. Reimbursement is made at whichever rate is lower, the County's rate or the rate set out in the grant (or contract).

Reasons for Non-Local Travel

The County recognizes the following activities as appropriate for non-local travel purposes:

i. Delivery of legislative testimony:
ii. As a stipulation or condition of grant funding or otherwise required for County or federal certification.
iii. Presentation on behalf of the County at a conference or seminar.
iv. Financial or tax audit.
v. Site visits or operational evaluations related to departmental improvement efforts.
vi. Court proceedings or case preparation.
vii. Law enforcement related investigations.
viii. Attendance at conferences, meetings, seminars or training sessions for which: the topic is of critical interest to the County; representation at the event is in the best interest of the County, and the topic is related to an employee's

professional development.

Non-local travel for any other purpose(s) requires the prior written approval of the traveler's bureau chief (or equivalent).

Limits on Participants

Attendance at conferences, meetings, seminars or training sessions held outside the Chicago Metropolitan Area is limited to two employees unless otherwise approved by the travelers' bureau chief (or equivalent). (The Chicago Metropolitan Area is comprised of Cook County, DuPage County, Kane County, Kendall County, Lake County, McHenry County and Will County.)

Non-Local Travel Approval Procedure

If the County has contracted with a travel management company, all travel arrangements are required to be secured through the County's designated travel management company.

If the County has not contracted with a travel management company, travel arrangements are the responsibility of the traveler(s). In such cases, all travel should be by means of the most direct route and the least costly alternative consistent with the itinerary.

All travel outside the Chicago Metropolitan Area requires bureau chief (or equivalent) approval. A completed Travel Request Form ("TRF") must be approved by the traveler's department head and submitted to the bureau chief (or equivalent) as far in advance as possible, but no later than ten (10) business days prior to the date of non-local travel. A sample TRF is attached at Appendix 2.

Supporting documentation should be attached to the TRF. Supporting documentation includes, but is not limited to:

a. A cover memo from the department head justifying the benefit to the County that will result in the employee attending the conference, meeting, or training, etc.;

b. An agenda; and

c. The estimated travel cost (obtained either from the travel management company or prepared by the traveler, as the case may be).

The County is not obligated to reimburse employees for non-local travel expenses that do not comply with the applicable travel requirements or those not previously approved by the traveler's bureau chief (or equivalent).

All expenses incurred during non-local travel are to be charged to the 190 account.

Non-local travel paid by a third party must adhere to these travel guidelines and the County's Ethic's rules.

Non-local travel shall not be reimbursed from petty cash funds.

Travel Outside the Continental United States (U.S.)

All requests for travel outside the continental U.S. must be submitted to the traveler's executive department head, i.e., the chief administrative officer responsible for the policy and administration of the traveler's department, as far in advance as possible, but not later than fifteen (15) business days prior to travel. The executive department head will seek approval from the President's chief of staff or the chief of staff of the elected official for whom the employee works, as the case may be, and will notify the department of approval or denial.

Travelers should convert all foreign expenses to U.S. currency prior to submitting a Travel Reimbursement Voucher. Official documentation of the exchange rate at the time of travel (i.e., bank receipt) must accompany all original receipts.

Reimbursable Non-Local Travel Expenses

County-owned vehicles.

Employees traveling on County business in a County-owned vehicle are entitled to reimbursement for any out of pocket gas expenditures, parking and toll expenses but not mileage reimbursement. Original receipts must be provided for all expenses.

Employees are responsible for all fines related to parking or moving violations issued while traveling on County business.

Personal Vehicles

Employees may use personal automobiles for non-local business travel within a 300-mile radius of Chicago.

Employees will be reimbursed at the IRS mileage rate, but in no event will the reimbursement exceed the cost of lowest available round trip coach airfare.

Mileage reimbursement includes full reimbursement for the cost of gas and general maintenance.

Parking and toll expenses will be reimbursed separately with original receipts.

Employee must carry liability and property damage insurance for business use of his or her vehicle and submit a copy of these insurance policies to the appropriate personnel within his or her department. The employee's personal insurance is primary in the event of an accident.

Employees are responsible for all fines related to parking or moving violations issued while traveling on County business. Absolutely no exceptions will be made.

Note: Travelers are advised to refer to the County Vehicle Policy Ordinance for other rules and regulations regarding the use of county-owned and personal vehicles.

Car Rental

Car rental will not be approved for travel within the Chicago Metropolitan Area. County Shared Fleet or ZipCar programs should be reserved for such travel.

Car rental is a reimbursable expense only when transportation by common carrier cannot be utilized or is impractical.

Car rental will be reimbursed at the compact car rate unless the need for a larger car can be justified.

Daily rental rates, taxes, surcharges, gas and car rental insurance are all considered reimbursable items.

Only one car rental will be allowed per trip. This includes trips with multiple travelers unless previously authorized by the traveler's bureau chief (or equivalent).

Employees are responsible for all fines related to parking or moving violations issued while traveling on County business. Absolutely no exceptions will be made.

Original receipts are required for reimbursement.

Common Carrier (Air, Train, Bus)

Reservations and ticket purchases should be made as far in advance as possible to take advantage of any available discount fares and/or government rates.

Tickets are to be booked at the most economical fare available that meets the requirement of the traveler's agenda.

No traveler may select tickets on a specific carrier or airport for any reason while on County business, unless it is the most economical fare.

First-class and business upgrades are prohibited.

Electronic tickets are the only acceptable delivery method of tickets unless this option is not available.

Any charges incurred as a result of changes to an original airline reservation made prior to or during travel are subject to the prior written approval of the traveler's bureau chief (or equivalent).

Original receipts are required for reimbursement.

Ground Transportation (Taxis, Public Transportation, Livery Service)

Transportation to and from the airport is included in the ground transportation allowance in the reimbursement rate.

Shuttle service or public transportation is encouraged.

Limousine or livery service charges to and from airports and railroad stations are reimbursable, where such costs do not exceed the comparable taxi fare.

Uber, Lyft and other similar transportation services are permitted options, and may include

surcharges and fees. Surcharges and fees may be reimbursable if the total cost is comparable to other ground transportation options, and must be clearly documented to substantiate reimbursement.

Livery service may be used if the cost is less than the cost of a taxi service or other means of transportation.

Gratuity for ground transportation is the sole responsibility of the traveler.

Original receipts are required for reimbursement.

Lodging

Government rates should be requested.

Lodging costs will be reimbursed at the lesser of actual costs or the current federal travel allowance published by the General Services Administration Lodging Rates at: http://www.gsa.gov/portal/category/104711.

Hotel lodging within the Chicago metropolitan area is not a reimbursable expense.

Lodging costs greater than the published GSA rate require the prior written approval of the bureau chief (or equivalent).

All personal expenses must be paid for separately or deducted from the lodging bill before it is submitted for reimbursement.

Original receipts are required for reimbursement.

Meals and Incidental Expenses

Employees shall receive the lesser of actual costs or the allowance for meals and incidental expenses allowance published by the General Services Administration at http://www.gsa.gov/portal/content/101518.

Employees will only receive 75% of the lesser of actual costs or applicable meals and incidentals expenses rate for the first and last day of the trip and 100% for the other days.

There will be no reimbursement for meals and incidental expenses beyond the above rates.

The value of any meal(s) included in registration fees shall, be deducted from the employee's reimbursement.

Original receipts are required for reimbursement.

Conference Registration Fees

Every effort should be made to take advantage of early registration or group rate discounts.

Additional Reimbursable Expenses

Business-Related Expenses. Business-related expenses incurred while on County travel may be reimbursed at the discretion of the department head. Original receipts must be provided for reimbursement. Examples of acceptable reimbursable business expenses are:

i. Internet connections
ii. Sending or receiving faxes
iii. Photocopying
iv. Express mail services

Laundry. Employees traveling on County business for three or more consecutive days are entitled to reimbursement for laundry expenses up to a maximum of $10 per three-day period beginning with the fourth day. Original receipts are required for reimbursement.

Telephone Calls.

i. If the employee has a County-issued cell phone, that phone should be used for all business calls (unless there is no service).
ii. When possible, employees should avoid surcharges by using cell.
iii. For approved international travel, the traveler should contact the Bureau of Technology so that the traveler's calling plan may be temporarily changed to the appropriate calling plan. Business calls may be reimbursed at the discretion of the department head.
iv. Original receipts are required for reimbursement for business calls made on a personal cell or other phone.

Incidentals. Reimbursement for other incidental expenses will be approved at the discretion of the department head. Original receipts are required to reimbursement traveler for incidentals not listed above.

Non-Reimbursable Non-Local Travel Expenses

Non-reimbursable expenses include, but are not limited to, the following:

i. Additional hotel charges for upgrades, special "club" floors, late checkout or early check-in;
ii. Airline convenience fees (e.g., early check-in, seat upgrades, TSA pre-check)
iii. Alcoholic beverages;
iv. Amenities such as movies, health clubs, or in-room bars;
v. Cancellation charges (unless justified);

vi. Child care, baby-sitting, house sitting, or pet sitting costs;

vii. Cost differential on premium and luxury car rentals or first or business class airline tickets;

viii. Entertainment, including, but not limited to, exercise facilities, movie rental, videos, games, or other non-business related items;

ix. Excess baggage fees;

x. Flight Insurance or other supplemental travel insurance, unless required for international travel and approved by the department head;

xi. Gasoline costs if mileage reimbursement is used;

xii. Laundry for trips less than three or more consecutive days;

xiii. Local transportation charges incurred for personal reasons;

xiv. Lost or stolen cash or personal property;

xv. Magazines, books, or other reading materials;

xvi. Meals included in the cost of registration fees and airfare;

xvii. Modifications to travel arrangements;

xviii. Personal items (e.g., toiletries, luggage, clothing, medications, etc.);

xix. Personal portions of a trip combined with business travel;

xx. Personal telephone calls;

xxi. Repairs, towing service, etc. for personal vehicle;

xxii. Snacks, beverages, etc. outside of a meal;

xxiii. Spouse, family member(s), and guest travel costs; and

xxiv. Traffic citations, parking tickets, and other fines.

Reimbursement for Non-Local Travel and Business Expenses

Non-Local Travel Reimbursement Voucher

All claims for reimbursement of non-local travel expenses shall be submitted on the Travel Reimbursement Voucher ("TRV") and shall be itemized in accordance with these regulations. A sample TRV is attached at Appendix 3.

The TRV shall show the purpose of travel, the dates of travel, the points of departure and destination, mode of transportation, and the cost of the transportation secured or mileage allowance if automobile is used.

The TRV shall be supported by receipts in all instances for railroad and airplane transportation, for lodging, meals and incidental expense items, and all other items. With respect to travel to conferences, the conference program must be attached to the voucher.

The TRV shall be prepared and signed by the employee who has incurred the expenses.

The employee submitting the TRV is personally responsible for accuracy and propriety. Falsification of a TRV is considered a major cause infraction subject to disciplinary action up to and including discharge.

Any TRV that does not include a copy of the traveler's approved TRF shall not be processed for payment.

Employees shall be reimbursed for airline, hotel, and conference registrations costs after expense is incurred. Airline and conference costs are reimbursable prior to flying or attending the conference as long as the employee shows those costs were paid. Lodging costs will be reimbursed after payment by the employee is made to the hotel.

Employees shall be reimbursed t for approved travel related expenses once the trip is complete and the voucher is submitted.

The County will reimburse employees for travel related costs incurred by the employee on their paycheck following the submittal and approval of the TRV.

Approval and Submission of Transportation Expense Vouchers

In order to be eligible for reimbursement, the employee must submit the TRV by no later than the 20th day of the month following the month in which the travel expense was incurred, unless the failure to submit a voucher within the 20 day period is due to extraordinary circumstances.

The TRV shall then be reviewed and approved by the traveler's department head (or a designated representative), whose signature will represent his or her representation that he or she has reviewed the voucher and that the information contained on the voucher is complete and accurate.

Upon approving a TRV, a department head (or a designated representative) and supervisors are certifying:

v. Appropriateness of the expenditure and reasonableness of the amount;
vi. Availability of funds;
vii. Compliance with applicable reimbursement policies; and
viii. Completeness and accuracy of documentation.

A department must submit the TRV to the Comptroller's Office by no later than the 60th day after the end of the month in which the travel expense was incurred. An employee who submits a voucher within the 20-day submission period will not be denied reimbursement for failure of his/her department to timely submit the voucher to the Comptroller's office. A copy of the

TRV shall be retained by the department.

Any TRV not prepared in accordance with these regulations, including the proper signatures, will be returned to the originator for corrections.

A request for reimbursement of an expense that does not comply with these guidelines may be denied and treated as a personal expense to the traveler and shall be deducted from the reimbursement due the traveler.

APPENDIX 1

Travel Expense Voucher

APPENDIX 2

Travel Request Form

APPENDIX 3

Travel Reimbursement Voucher

ATTACHMENT D

Contract #: 2207-05112
Amendment No. 2

OCPO ONLY:	
	Disqualification
x	Check Complete

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

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.: 2207-05112	Date: 4/6/2023
Total Bid or Proposal Amount: 1,766,230.00	Contract Title: Budget, Planning, and Financial Analytics Software Services
Contractor: Guidehouse Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute: Keystone Advisors of Illinois, LLC
Authorized Contact for Contractor: Raveen Roa	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Liz Holman
Email Address (Contractor): rrao@guidehouse.com	Email Address (Subcontractor): liz@keystoneadv.com
Company Address (Contractor): 1676 International Dr, Suite 800,	Company Address (Subcontractor): 16000 S Van Drunen
City, State and Zip (Contractor): McLean Va 22102	City, State and Zip (Subcontractor): South Holland,IL 60473
Telephone and Fax (Contractor): 571-633-1711	Telephone and Fax (Subcontractor): 708-384-2612
Estimated Start and Completion Dates (Contractor): April 27th, 2023- September 30th, 2023	Estimated Start and Completion Dates (Subcontractor): April 27th, 2023-September 30th, 2023

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**
RFP Development, Process Visioning, Proposal Review	$334,856.35

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.**

Guidehouse Inc.
Contractor

Raveen Rao
Name

Partner
Title

Prime Contractor Signature

4/6/2023
Date

TONI PRECKWINKLE
PRESIDENT
Cook County Board
of Commissioners

BRANDON JOHNSON
1st District

DENNIS DEER
2nd District

BILL LOWRY
3rd District

STANLEY MOORE
4th District

MONICA GORDON
5th District

DONNA MILLER
6th District

ALMA E. ANAYA
7th District

ANTHONY J. QUEZADA
8th District

MAGGIE TREVOR
9th District

BRIDGET GAINER
10th District

JOHN P. DALEY
11th District

BRIDGET DEGNEN
12th District

JOSINA MORITA
13th District

SCOTT R. BRITTON
14th District

KEVIN B. MORRISON
15th District

FRANK AGUILAR
16th District

SEAN M. MORRISON
17th District

OFFICE OF CONTRACT COMPLIANCE
Nicole Mandeville
DIRECTOR
69 W. Washington Street, George W. Dunne Cook County Building, Suite 3000 ● Chicago, Illinois 60602 ● (312) 603-5502

April 6, 2023

Mr. Raffi Sarrafian
Chief Procurement Officer
69 W. Washington Street
George W. Dunne
County Building-Room 3000
Chicago, IL 60602

Re: Contract No. 2207-05112 (Amendment No. 2)
Deliverable Based IT Services
Department of Planning and Development

Dear Mr. Sarrafian

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: Grant Thornton, LLP
Original Contract Value: $148,161.00
Increased Contract Amount: $910,000.00 (Amendment No. 1)
New Increased Contract Amount: $1,058,161.00
Contract Extension: 12 Months
Increased Contract Amount: $708,069.00 (Amendment No. 2)
New Increased Contract Amount: $1,766,230.00
Contract Extension: 12 Months
New Contract Term: August 15, 2023, through August 14, 2024
Contract Goal: 0% overall MBE/WBE

MBE/WBE	Status	Certifying Agency	Commitment (Direct)*
Keystone Advisors of Illinois, LLC	MBE(HA)	City of Chicago	21.6%
			21.6% Total

*Commitment percentages are based on the total contract amount.

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

Sincerely,

Jeanetta Cardine

Jeanetta Cardine
Contract Compliance Deputy Director

JC/smp

cc: Yaneth Lopez, OCPO
Annette Guzman, Budget Office

MBE/WBE UTILIZATION PLAN - FORM 1

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

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

☐ Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current Letter of Certification)

☐ Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available online at www.cookcountyil.gov/contractcompliance)

☑ Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II below and the Letter(s) of Intent – Form 2).

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

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

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

MBE/WBE Firm: Keystone Advisors of Illinois, LLC

Address: 16000 S Van Drunen, South Holland,IL 60473

E-mail: liz@keystoneadv.com

Contact Person: Liz Holman Phone: 708-384-2612

Dollar Amount Participation: $334,856.35

Percent Amount of Participation: 19.6 %

*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.**

Contract#2207-05112
Amendment No. 2

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Keystone Advisors

Contact Person: Liz Holman

Address: 16000 S Van Drunen

City/State: South Holland, IL Zip: 60473

Phone: 708-384-2612 Fax: _____

Email: liz@keystoneadv.com

Participation: ☐ Direct ☐ Indirect

Certifying Agency: _____

Certification Expiration Date: _____

Ethnicity: _____

Bid/Proposal/Contract #: _____

FEIN #: _____

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)*

Services for the project will include business process analysis, facilitation of stakeholder working sessions, development of data flow diagrams, to prepare future state business process documentation.

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

$334,856.35, 19.6%, Net 30

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

Keith Hasty
Signature (*M/WBE*)

Keith Hasty
Print Name

Keystone Advisors
Firm Name

4/3/2023
Date 04/3/23

Subscribed and sworn before me
this 3rd day of April, 2023.
Notary Public Marissa M.

SEAL
MARISSA MOHABIR
Notary Public-State of Florida
Commission # HH 301410
My Commission Expires
August 16, 2026

Signature (*Prime Bidder/Proposer*)

Raveen Rao
Print Name

Guidehouse Inc.
Firm Name

4/4/23
Date

Subscribed and sworn before me
this 4th day of APRIL, 2023
Notary Public ROXANA P.

SEAL ROXANA PECE
Official Seal
Notary Public - State of Illinois
My Commission Expires Sep 21, 2026

PETITION FOR PARTIAL OR FULL WAIVER – FORM 3

Bidder/Proposer: Guidehouse Inc.

Contract No./Title: 2207-05112

A. BIDDER/PROPOSER HEREBY REQUESTS:

_____ FULL MBE WAIVER _____ PARTIAL MBE WAIVER

_____ FULL WBE WAIVER _____ PARTIAL WBE WAIVER

_____ FULL DBE WAIVER _____ PARTIAL DBE WAIVER

B. REASON FOR PARTIAL/FULL WAIVER REQUEST:

Bidder/Proposer shall check each item applicable to its overall 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.

_____(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.

_____(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.

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

GOOD FAITH EFFORT TRANSPARENCY REPORT

C. GOOD FAITH EFFORTS TO OBTAIN PARTICIPATION (attach sheets as necessary as Schedule 1)
Bidder/Proposer shall explain and detail the following Good Faith Efforts undertook to meet Cook County's contract specific goals.

1. Please attach to this form a detailed list of any and all PCEs, stating the PCE certification (MBE and/or WBE as defined by the Cook County Municipal Code) and with whom from the contacted PCEs the Bidder/Proposer engaged, contacted, and/or communicated with in the County's Market Place;

   Timelines:

   a. When the Bidder/Proposer knew of the bid;
   b. When the Bidder/Proposer contacted the PCE(s);
   c. When the Bidder/Proposer formulated its bid and utilization plan; and
   d. When was the bid request due date.

2. The number of timely attempts to contact PCEs providing the type of supplies, equipment, goods, and/or services required for the Procurement, including but not limited to;

   a. Dates of each contact attempt for each contacted PCE;
   b. Whom, if anyone, the Bidder/Proposer communicated and/or corresponded (including written, virtual, digital, electronic, and other feasible methods of communication);
   c. The number of unsuccessful attempts to communicate or correspond with PCEs; and
   d. Attach copies of all solicitations to contacted PCEs.

3. How the Bidder/Proposer proposed to divide the procurement requirements into small tasks and/or quantities into economically feasible units to promote PCE participation.

4. Whether and to what degree the requesting party will endeavor to maximize indirect participation.

5. Detailed explanation of use, if any, of the Office of Contract and Compliance services and staff.

6. Detailed explanation of timely notification and usage of services and assistance provided by community, minority, and/or women business organizations.

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

GOOD FAITH EFFORT TRANSPARENCY REPORT

By signing below, I affirm under penalty of perjury the information provided in the Petition for Full or Partial Waiver/Good Faith Effort Transparency Report is truthful, accurate, and complete, to the best of my knowledge and capacity. I agree any finding of false, fraudulent, and/or otherwise misleading information will automatically disqualify the request for a waiver and Cook County's Office of Contract Compliance reserves the right to pursue additional actions and/or remedies against the requesting Bidder/Proposer.



Partner

Signature and Title of Bidder/Proposer | Title | Date

CITY OF CHICAGO

DEPARTMENT OF PROCUREMENT SERVICES

OCT 4 2022

Diane C. Hasty
Keystone Advisors of Illinois, LLC
16000 S. Van Drunen Rd.
South Holland, IL 60473

RE: CONTINUATION OF CERTIFICATION

Dear Ms. Hasty:

We are pleased to inform you that **Keystone Advisors of Illinois, LLC.** continues to be certified as a **Minority-Owned Business Enterprise ("MBE") and Women-Owned Business Enterprise ("WBE")** by the City of Chicago ("City"). This recertification is a continuation of your previous certification which expired **September 1, 2022 and** will remain effective for as long as your firm continues to meet all certification eligibility requirements and is contingent upon the firm affirming its eligibility by filing an **annual No-Change Affidavit** each year. In the past, the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 calendar days before your annual anniversary date of October 1st**.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification, you must **file an annual No-Change Affidavit 60 calendar days before your anniversary date of October 1st.** Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the anniversary date for timely processing. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

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

You shall be deemed to have had your certification lapse and will be ineligible to participate as an **MBE/WBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;

- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

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

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

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

NAICS Code(s):

541211 - Offices of Certified Public Accountants
541214 - Payroll processing Services
541219 - Other Accounting Services
541219 - Bookkeeping Services
541611 - Administrative Management and General Management Consulting Services
541213 - Tax Preparation Services

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

Thank you for your interest in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,

Aileen Velazquez
Chief Procurement Officer

AV/kr

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/01/2023

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

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

PRODUCER
Aon Risk Services, Inc. of Washington, D.C.
2001 K Street NW
Suite 625 N
Washington DC 20006 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	National Fire Ins. Co. of Hartford	20478
INSURER B:	Continental Casualty Company	20443
INSURER C:	The Continental Insurance Company	35289
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Guidehouse Inc.
1676 International Drive
Suite 800
McLean VA 22102 USA

COVERAGES **CERTIFICATE NUMBER:** 570099264927 **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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			6057010444	05/01/2023	05/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $25,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			6057010430	05/01/2023	05/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
C	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED X RETENTION $10,000			6057010458	05/01/2023	05/01/2024	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		6057010461 (AOS) 6072069738 (CA)	05/01/2023 05/01/2023	05/01/2024 05/01/2024	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
B	E&O - Professional Liability - Primary			652158715 SIR applies per policy terms & conditions	10/15/2022	10/15/2023	E&O Aggregate Cyber Aggregate Network Secutiry	$2,000,000 $2,000,000 $1,000,000

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

Certificate Holder and Cook County are included as Additional Insured in accordance with the policy provisions of the Business Auto Coverage & General Liability Coverage policy. A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability Coverage, Business Auto Coverage & Workers Compensation policy.

CERTIFICATE HOLDER

Cook County
118 N. Clark Street, Room 108
Chicago IL 60602 USA

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

Aon Risk Services Inc. of Washington D.C.

Holder Identifier : GINC

Certificate No : 570099264927

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COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX

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

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

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

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

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

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

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

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

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

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

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

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

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

Lobbyist means any person who lobbies.

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

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

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

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

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

INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

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

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

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

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

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

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

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

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

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

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

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

SECTION 2

CERTIFICATIONS

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;

2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.;*

3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;

4) Has been convicted of an act committed, within the State**,** of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.;*

5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;

6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;

7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or

8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in 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 APPLICANT HEREBY CERTIFIES THAT**:** The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

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

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

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

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

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

1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);

2) Community Development Block Grants;

3) Cook County Works Department;

4) Sheriff's Work Alternative Program; and

5) Department of Correction inmates.

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name Address

N/A

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

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

a) Is Applicant a "Local Business" as defined above?

Yes: ☐ No: ☑

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

c) Does Applicant employ the majority of its regular full-time workforce within Cook County?

Yes: ☐ No: ☑

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

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

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

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S): _____

_____

_____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

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

CONTRACT #: 2207-05112
Amendment No. 2

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and

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

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

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

This Statement is an: [✔] Original Statement or [ ] Amended Statement

Identifying Information:

Name Guidehouse Inc.

D/B/A: _____ FEIN # Only: 36-4094854

Street Address: 1676 International Dr, Suite 800

City: McLean State: VA Zip Code: 22102

Phone No.: 571-633-1711 Fax Number: _____ Email: rrao@guidehouse.com

Cook County Business Registration Number: NA
(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) _____

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
Guidehouse Holding Corporation	1676 International Dr, Suite 800, McLean Va 22102	100%

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
Guidehouse Holding Corporation	1676 International Dr, Suite 800, McLean Va 22102		Parent

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
Raveen Rao	150 N Riverside Plaza, Suite 2100, Chicago IL, 60606,	Partner (Engagement Partner)	
Chris O'Brien	150 N Riverside Plaza, Suite 2100, Chicago IL, 60606,	Partner and Segment Leader	
See Attached for Board of Directors			

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

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

Partner
Title

Signature

4/4/23
Date

rrao@guidehouse.com
E-mail address

312-212-6188
Phone Number

Subscribed to and sworn before me
this 4th day of April, 2023

My commission expires: 9/21/2026

ROXANA PECE
Official Seal
Notary Public - State of Illinois
My Commission Expires Sep 21, 2026

X
Notary Public Signature

Notary Seal

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and

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

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

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

This Statement is an: [✔] Original Statement or [ ] Amended Statement

Identifying Information:

Name Guidehouse Holding Corporation

D/B/A: _____ FEIN # Only: 82-4596065

Street Address: 1676 International Drive, Suite 800

City: McLean State: VA Zip Code: 22102

Phone No.: 571-633-1711 Fax Number: 202-393-0728 Email: rrao@guidehouse.com

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

Corporate File Number (if applicable): _____

Form of Legal Entity:

[ ] Sole Proprietor [ ] Partnership [✔] Corporation [ ] Trustee of Land Trust

[ ] Business Trust [ ] Estate [ ] Association [ ] Joint Venture

[ ] Other (describe) _____

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
Guidehouse Holdings LLC	1800 Tysons Blvd, 7th Floor, McLean, VA, 22102	100%

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):

[x] 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.

CONTRACT #: 2207-05112
Amendment No. 2

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

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

Partner
Title

Signature

4/4/23
Date

rrao@guidehouse.com
E-mail address

312-212-6188
Phone Number

Subscribed to and sworn before me
this 4th day of April, 2023

My commission expires: 9/21/2026

ROXANA PECE
Official Seal
Notary Public - State of Illinois
My Commission Expires Sep 21, 2026

X
Notary Public Signature

Notary Seal

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:

☐ 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

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: Guidehouse Inc.

Address of Person Doing Business with the County: 1676 Internation Dr, Suite 800, McLean Va 22102

Phone number of Person Doing Business with the County: 571-633-1711

Email address of Person Doing Business with the County: rrao@guidehouse.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:
Raveen Rao, Partner, 312-212-6188, rrao@guidehouse.com

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

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

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: Contract No. 2207-05112

The aggregate dollar value of the business you are doing or seeking to do with the County: $ 1,766,230.00

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: Yaneth Lopez, Sr. Contract Negotiator, Office of the Chief Procurement Officer (OCPO),

Yaneth.lopez@cookcountyil.gov

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: Annette Guzman, Budget Director, Cook County Department of Budget and Management Svcs

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*

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*

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*

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*

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*

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*

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

4/4/23
Date

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

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

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

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

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

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

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

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

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

I. Contract Information:

Contract Number: 2207-05112

County Using Agency (requesting Procurement): Department of Budget and Management Services

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Guidehouse Inc

Substantial Owner Complete Name: _____

FEIN# 36-4094854

[redacted] E-mail address: _____

Street Address: 1676 International Dr, Suite 800

City: McLean State: VA Zip: 22102

[redacted]

III. Compliance with Wage Laws:

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

No *Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq.,* ***YES or NO***

No *Illinois Minimum Wage Act, 820 ILCS 105/1 et seq.,* ***YES or NO***

No *Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq.,* ***YES or NO***

No *Employee Classification Act, 820 ILCS 185/1 et seq.,* **YES or NO**

No *Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq.,* ***YES or NO***

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

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

IV. Request for Waiver or Reduction

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

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

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

No Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default. YES or NO

No Other factors that the Person or Substantial Owner believe are relevant. YES or NO

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

V. Affirmation

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

Signature: _____ Date: 4/4/23

Name of Person signing (Print): Naveen Rao Title: Partner

Subscribed and sworn to before me this 4th day of APRIL, 20 23

X _____ _____

Notary Public Signature **Notary Seal**

ROXANA PECE
Official Seal
Notary Public State of Illinois
My Commission Expires Sep 21, 2026

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

CONTRACT #: 2207-05112
Amendment No. 2

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

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

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

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

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

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

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

I. Contract Information:

Contract Number: 2207-05112

County Using Agency (requesting Procurement): Department of Budget and Management Services

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Guidehouse Holding Corporation

Substantial Owner Complete Name: _____

FEIN# 82-4596065

E-mail address: slgcontracts@guidehouse.com

Street Address: 1800 Tysons Blvd, 7th Floor

City: McLean State: VA Zip: 22102

[redacted]

III. Compliance with Wage Laws:

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

No *Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq.,*

No *Illinois Minimum Wage Act, 820 ILCS 105/1 et seq.,*

No *Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq.,*

No *Employee Classification Act, 820 ILCS 185/1 et seq.,*

No *Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq.,*

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

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

IV. Request for Waiver or Reduction

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

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

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

No — Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default. YES or NO

No — Other factors that the Person or Substantial Owner believe are relevant. YES or NO

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

V. Affirmation

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

Signature: _____ Date: 4/4/23

Name of Person signing (Print): Roveen Rao Title: Partner

Subscribed and sworn to before me this 4th day of APRIL, 20 23

X _____ _____

Notary Public Signature Notary Seal

ROXANA PECE
Official Seal
Notary Public State of Illinois
My Commission Expires Sep 21, 2026

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

SECTION 5

CONTRACT AND EDS EXECUTION PAGE

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

Execution by Corporation

Guidehouse Inc. — Corporation's Name

Raveen Rao — President's Printed Name and Signature

312-212-6188 — Telephone

rrao@guidehouse.com — Email

Secretary Signature

Date

Execution by LLC

LLC Name

*Member/Manager Printed Name and Signature

Date

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
4th day of APRIL, 2023

My commission expires: 9/21/2026

Notary Public Signature

Notary Seal

ROXANA PECE
Official Seal
Notary Public - State of Illinois
My Commission Expires Sep 21, 2026

*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.