AMENDMENT NO. 2

This Amendment modifies Contract No. 1390-12608, for JD Edwards World to EnterpriseOne HR/Payroll Upgrade Project by and between the County of Cook, Illinois, herein referred to as "County" or "Client" and Denovo Ventures, LLC, authorized to do business in the State of Illinois hereinafter referred to as "Contractor" or "Denovo":

RECITALS

Whereas, the County and Denovo have entered into a contract approved by the County Board on April 17, 2013, (hereinafter referred to as the "Agreement"), wherein Denovo is to provide JD Edwards World to EnterpriseOne HR/Payroll Upgrade Project (hereinafter referred to as the "Services") from April 22, 2013 through April 30, 2016 ("Initial Term"), with three (3) one-year renewal options, in an amount not to exceed $6,474,356.00; and

Whereas, Amendment # 1 was approved by the County Board on July 23, 2014 and executed on August 1, 2014 for an increase in the amount of $1,301,434.00 and a Total Agreement Amount of $7,775,790.00; and

Whereas, the County and Denovo wish to amend Exhibit 1, Scope of Services to allow Denovo to provide Additional Services, as defined in Article 2 of the Agreement, during the Initial Term; and

Whereas, the Agreement will expire on April 30, 2016 and the agreed upon Services and Additional Services are still required; and

Whereas the County and Denovo wish to exercise the option to renew the Agreement from May 1, 2016 through January 31, 2018 ("Renewal Option"); and

Whereas an increase of $5,412,462.00 is required for the continuation of Services provided during the Initial Term and the Renewal Option;

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 Agreement is renewed from May 1, 2016 through January 31, 2018.

2. The Agreement is increased by $5,412,462.00 and the Total Agreement Amount is revised to $13,188,252.00.

3. County and Denovo hereby revise the Services in the original Exhibit 1, Statement of Work, Schedule A by striking the original Exhibit 1 in its entirety and replacing it with the attached amended version.

4. County and Denovo hereby revise the Services in the original Exhibit 4 Schedule of Compensation by striking the original Exhibit 4 in its entirety and replacing it with the attached amended version.

5. Article 4(c) of the Professional Service Agreement ("Agreement Extension Option") is deleted in its entirety and replaced with the following provision:

   The Chief Procurement Officer may upon ninety (90) days prior to the expiration of this Agreement elect to renew this Agreement for a term(s) which shall not exceed fifteen (15) months ("Post Renewal Option Period"), individually or cumulatively, under the same terms and conditions as the Agreement. After notification by the Chief Procurement Officer this Agreement may be modified to reflect the time extension in accordance with the provisions of Article 10.c. Notwithstanding the foregoing, if the Chief Procurement Officer elects to extend this Agreement, the County may exercise its right to terminate this Agreement during any renewal period upon providing at least ninety (90) days notice to the Consultant.

   The Consultant reserves the right to adjust pricing after the Renewal Option upon thirty (30) days written notice to the County. Price adjustments will not exceed 4% for each year an option is exercised during Post Renewal Option Period to renew.

6. Article 5)(b) of Professional Services Agreement ("Method of Payment") is deleted in its entirety and replaced with the following provision:

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

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

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

7. Article 11) NOTICES of the Contract is hereby revised to redact contact information for the Cook County Bureau of Finance and is replaced with the following address information of the Cook County Chief Information Officer:
    Cook County Chief Information Officer
    Bureau of Technology
    69 West Washington Suite 2700
    Chicago, Illinois 60602
    Attention: Chief Information Officer

8. The attached Economic Disclosures Statement, Cook County Transportation Expense Reimbursement and Travel Regulations Policy, Identification of Subcontractor/Supplier/Subconsultant Form, and MBE/WBE Utilization Plan forms are incorporated and made a part of this Agreement

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

In witness whereof, 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: _____
      Chief Procurement Officer

By: _____
      State's Attorney

Date: _19 February 2016_

Denovo Ventures, LLC

_____
Signed

Marty Snella
Type or print name

CEO
Title
Date: _1/26/16_

Amended Exhibit 1 Schedule A

ARTICLE 1 – DEFINITIONS

As used in this Statement of Work the following terms shall have the respective meanings set forth therein. Other terms used in this Statement of Work are defined in the context in which they are used and shall have the meanings therein indicated.

"Business Continuity" involves planning for keeping all aspects of a business functioning in the midst of disruptive events, disaster recovery focuses on the IT or technology systems that support business functions.

"Current Audit Report" shall mean Denovo's most recently completed SSAE 16 (SOC1 and SOC2) audit report.

"Customer Care Portal" self-service website in which the customer can open support requests and track those requests.

"Disaster Recovery" means process, policies and procedures that are related to preparing for recovery or continuation of technology infrastructure which are vital to an organization after a natural or human-induced disaster.

"Incident" is an ITIL designation for alarm or outage tracking. Tickets are created as Incidents for the Denovo and/or Client to respond to in the event of an alarm. Incidents adhere to severity levels set forth in the Service Level Agreement section.

"Initial Term" means April 22, 2013 through April 30, 2016 Amendment Effective Date through January 31, 2018.

"In-Scope" are services that are defined as services covered under the Agreement and Amendments between Denovo and Client.

"Out-of-Scope" are services that this Statement of Work designates as Out-of-Scope.

"Post Renewal Option Period" means the a period of fifteen (15) months following January 31, 2018

Project Change Request ("PCR") is the method for communicating changes to the scope of Services outlined in this SOW. Scope changes may include the addition or subtraction of services pertinent to this SOW except where service reduction processes are defined. Client must request a PCR for scope changes. The PCR must describe the requested change in sufficient detail for Denovo to make a reasonable assessment of the request. Denovo will review the PCR and follow up with Client as necessary for further clarification or to discuss the impact that the change will have on the Services, deliverables, schedule, SLA's, terms and conditions, and Client pricing. Client will either approve or reject the proposed change.

"Renewal Option" means from May 1, 2016 through January 31, 2018

"Security Policy" shall mean Denovo's enterprise security policy. Also see Section X ("Security") below.

"Services" means Denovo-provided continuous access to all hosted applications and components, including Denovo Cloud JD Edwards EnterpriseOne solution and 3rd party products (front end analytics, reporting tools, integration tools, or others). "Services" also includes the Managed Services and WRICE development as described herein, Incremental Technical Managed Services, WRICE Break-Fix, Functional Application Support, Year End Support, and PM Services.

"Service Level Agreement or SLA" describes the various specifics of the Services (including uptime guarantees, downtime, credits, maintenance, availability, exclusions, trouble tickets, credit limitations, and internet bandwidth measurements).

"Original Service Start Date" was the date Denovo enabled access to the Services for Client use. Denovo notified Client (in writing via email) of environment readiness. Monthly recurring Denovo billing began on the Original Service Start Date.

"Amendment Service Start Date" Is the Effective Date of the Amendment.

"System Documentation" means documentation of the physical and logical components of your hosted environment. This will include a network diagram, software components installed, customization of the system, and all other pertinent documentation.

"Technical Assessment" is a process to review your current or to be hosted systems to assess the health of the system and give recommendations on best practice.

"Vulnerabilities" are flaws in computer software that create weaknesses in the overall security of the computer or network. Vulnerabilities can also be created by improper computer or security configurations. Threats exploit the weaknesses of vulnerabilities resulting in potential damage to the computer or data. Denovo is responsible to monitor systems and assess vulnerabilities and threats identified.

"Term" shall mean the period of time beginning with Your execution of this Agreement and continuing through the end of all Initial Term(s) and any Renewal Term(s), unless Client access to the Services is terminated earlier pursuant to the terms of this Agreement, in which case it shall be the date of termination.

"**WRICE**" means (Workflow, Reports, Interfaces, Conversions, and Extensions) development and support

"**You or Your**" is broadly interpreted to mean the person and/or entity entering into the Agreement and/or any Order/Change Order pursuant to this Agreement, and Representatives, and any individual and/or entity utilizing the Services via Client's Passwords.

ARTICLE 2 –MANAGED SUPPORT SERVICES

Under this statement of work, Denovo shall provide the following services and software necessary to deliver the Denovo Cloud JD Edwards EnterpriseOne solution and Managed Support Services for Client:

Managed Support Services to be provided under this Statement of Work:

SECTION 1 – Infrastructure and Network Connectivity

SECTION 2 – Customer Care Services (Service Desk)

SECTION 3: - Technical Managed Services

SECTION 4: - Application Support Managed Services

JD Edwards Software modules under management as part of this Statement of Work:

JD Edwards Software modules	License Metric
Oracle Technology Foundation for JD Edwards EnterpriseOne 9.1	23,750 Employees
JD Edwards EnterpriseOne 9.1 System Foundation	23,750 Employees
JD Edwards EnterpriseOne 9.1 Time and Labor	23,750 Employees
JD Edwards EnterpriseOne 9.1 US Payroll	23,750 Employees
JD Edwards EnterpriseOne 9.1 Human Resources Management	23,750 Employees
JD Edwards EnterpriseOne 9.1 Human Resources Self-Services (Employee and Manager)	23,750 Employees
JD Edwards EnterpriseOne 9.1 Financial Management (minimal for Organizational components, Journal Entries, and inquiry)	20 Application Users
JD Edwards EnterpriseOne 9.1 One View Reporting Foundation	320 Application Users
JD Edwards EnterpriseOne 9.1 One View for Payroll	150 Application Users
JD Edwards EnterpriseOne 9.1 One View for Human Resources	150 Application Users
JD Edwards EnterpriseOne 9.1 One View for Financials	20 Application Users
Oracle User Productivity Kit Professional (UPK)	23,750 Employees
Vertex Payroll Tax Q Series	N/A

Custom Software modules and custom objects under management as part of this Statement of Work:

- ESS web site
- See Exhibit B for list of existing custom objects.
- Custom objects developed by Denovo under this SOW

Infrastructure Software to be delivered as part of this Statement of Work:

- Database Server:
    - Operating System - Red Hat Linux v.6,
    - Database - Oracle 11 G
- Application Servers:
    - Operating system - Red Hat Linux v.6 or Windows 2008 (depending on servers function)
    - JD Edwards EnterpriseOne 9.1
- JAS/HTML servers:
    - Operating system – Linux Weblogic v 10.3.5
- Web Server – WebLogic v 10.3.5
- Deployment Server

- o Operating System – Windows 2008
- o JD Edwards EnterpriseOne 9.1
- Anti-virus - Symantec
- Infrastructure Monitoring - Nimsoft v6.2
- Backups - TSM v6.1

The above JD Edwards EnterpriseOne and infrastructure software may change during this Agreement, although none are anticipated. Any changes will be mutually agreed.

SECTION 1 – Infrastructure and Network Connectivity

Location

Denovo currently has located the infrastructure and network components which provide the compute power, storage and telecommunications equipment to Client at Denovo's Colorado facilities. Upon Client's consent, which it shall not reasonably withhold, Denovo may relocate the aforementioned infrastructure, network components or facilities to another physical location within the continental United States of America. Denovo's responsibility for maintaining the performance of the Denovo Cloud JD Edwards EnterpriseOne solution begins in the Denovo data center and ends at the firewall installed in Client's facilities. Denovo agrees that at no time will these components be located in a facility outside the continental United States of America.

Client Infrastructure Requirements

In order to effectively and safely access the Denovo Cloud JD Edwards EnterpriseOne solution Client's infrastructure and network must meet the following requirements:

- As it relates to the Denovo Cloud JD Edwards EnterpriseOne solution all desktops, notebooks, laptops, and workstations must be installed with software and configured to meet the current Oracle supplied minimum technical requirements which are provided on Oracle website.
- Client's infrastructure and network will have a currently licensed, up-to-date and vendor-supported server-based antivirus solution protecting all servers, developer workstations, desktops and laptops.
- All desktops, notebooks, and laptop software must be genuine, licensed and vendor-supported. This is especially important as it relates to supported browser versions.
- Client's infrastructure meets Denovo Cloud JDE E1 solution requirements per Denovo.

Infrastructure Managed Services (Monitoring, Management, Maintenance and Security)

Using the Denovo Cloud™, Denovo will provide the compute power, storage, and telecommunications equipment for Multi-Protocol Label Switching (MPLS) to support the JD Edwards EnterpriseOne environments (maximum of 9). The seven (7) environments are PS, DV, PY, TR, PD, PDB, and ESS. Two (2) additional environments will be available on an as needed basis as directed by Client.

Infrastructure Monitoring

Denovo and Client will define a reference set of agreed upon OLTP queries to run every 10 minutes. This will be measured within the Denovo datacenter. The performance stats will be available in the customer portal 24x7.

Base monitoring for compute power and storage will be performed. Monitoring is per interval, with thresholds.

Five (5) minute interval with thresholds (if available by device)

- Polling of IP address
- Polling of CPU usage. (LCL 0%, UCL 95%)
- Polling of swap memory usage. (LCL 0%, UCL 95%)
- Polling of physical memory usage. (LCL 0%, UCL 95%) ** NOTE** for Unix/Linux UCL 100%
- Polling of system latency from poller to device (LCL 0ms, UCL 500ms)
- Service monitoring, with per service event generation (all service monitoring is off by default services must be specified for event generation)
- Process monitoring; with per process event generation (all process monitoring is off by default, critical processes must be specified)

Fifteen (15) minute interval with thresholds where applicable (if available by device)

- Polling of interface statistics for IO throughput, (LCL -1%, UCL 94%)
- Polling of interface statistics for discards, (LCL -1, UCL 1000)
- Polling of interface statistics for errors (CRC, FCS, RUNT, JUMBO), (LCL -1, UCL 30)
- Polling of file system usage (LCL 0%, UCL 93%)
- One (1) hour interval or longer with thresholds where applicable (if available by device)
- Software package monitoring, revision and installation date
- Polling of chassis health (Power, Temp, Fan Status)

Infrastructure Management

Denovo will monitor for advanced troubleshooting, repair, and changes as required to support Denovo's infrastructure. Specifically Denovo will perform the following In-Scope services:

- Software patch management addition or removal, including, database, operating system, and drivers; application updates are covered under Technical Managed services. Patching is driven by the necessity due to an incident or identified critical/exploited vulnerability. Denovo shall continuously monitor for vulnerabilities. Patches occur quarterly and security reviews are performed on an as needed basis. Critical patches will be applied as required based on Denovo recommendation and as mutually agreed.
- Creation/removal of user accounts required for access to development workstations.
- Creation/modification of scripts and/or batch files for log management, common tasks.
- Group policy creation or modification for Active Directory or system roles as required to access development workstations.
- Software package and licensing audits; as it relates to the Denovo Cloud JD Edwards EnterpriseOne solution.

Customer Care Portal

The Customer Care Portal is designed to be a central location for Denovo customers to access information about the services Denovo is providing. This portal will enable customers to open support requests and track those requests. The portal will also be a central location for documentation for the services provided. All reports will be published to the Customer Portal for the customer to access 24X7.

Denovo will provide twice annual training sessions for multiple individuals via a web session on using the portal for reporting and statistics. Additional requests for training may be subject to utilization of available hours. Denovo shall provide reusable training material to Client, which Client may use for training its employees, contractors and agents. To the extent that such training material is Denovo's Intellectual Property as defined in this Agreement, Client shall have a license to use such training materials beyond the termination of this Agreement for the aforementioned training purposes.

Infrastructure Maintenance Schedule

Maintenance of the Denovo data center equipment will occur during the normal maintenance windows once a month (during a window starting Saturday at 9:00 p.m. and ending at 3:00 a.m. Sunday morning, Central Standard Time). Denovo reserves the right to extend maintenance past the allotted time as needed but only in conjunction with Client's approval. A new Maintenance window will require mutual agreement of both Denovo and Client, and will become effective upon mutually agreed date.

Access to Infrastructure

It is the responsibility of Client to provide Client users with the appropriate technology to connect to Client's network remotely when such access is authorized by Client. Denovo will not provide access to the Denovo Cloud JD Edwards EnterpriseOne solution outside of Client's network.

Security:

Pursuant to Article 3(d) of Professional Services Agreement, Denovo maintains a security program which is further described in the Current Audit Report and the Security Policy. Denovo will allow Clients to achieve differentiated configurations, to the extent that such configurations do not use controls materially less protective than those provided in the Security Policy and the Current Audit Report.

Infrastructure Physical Security:

Annually and without cost to Client, Denovo shall complete a SOC 1 (formerly SAS70) and SOC 2 audit. The audit report will be provided upon request in hard copy form Denovo's data center facility shall, at a minimum, have:

- 3 layers of security with biometrics and video surveillance
- Fully redundant network
- Fully redundant power
- Configured uninterruptible power systems
- On-site diesel-powered generators
- High density power handling
- N+1 configured cooling systems
- 20-ton and 30-ton Datacenter Air Conditioning units
- Multi-layer security and monitoring systems
- 24x7x365 staffing

Infrastructure Logical Security

Production data will be stored on a different server from non-production data. JD Edwards EnterpriseOne user security will determine database access and update authority, and Test/Dev/Prod schemas will be utilized to keep users in specific environments.

All Operating System level access will follow the Denovo Enterprise Security Policy which has been provided to Client and will be updated and available upon request.

Application Logical Security

Using JD Edwards EnterpriseOne security, Client will administer security for individual users and for groups of users. Denovo will work with Client to set up security to ensure users in the system have permission to perform only those actions (add, change delete) and be able to view only the data, including masking sensitive fields in the data record, that is essential to complete their jobs. The JD Edwards EnterpriseOne security protects all JD Edwards EnterpriseOne environments.

JD Edwards EnterpriseOne User Provisioning

User provisioning to the Denovo Cloud JD Edwards EnterpriseOne solution will be provided by Client through the use of Client's active directory or other means utilized by Cook County.

Virus Recovery for Current, Licensed Antivirus protected systems

Denovo warrants that it will use Symantec, or other commercially reasonable virus detection software in testing and operating the County's applications. Notwithstanding the above, Denovo warrants that it will backup all hosted County data and utilize best efforts to fully restore and remediate any damage caused by any computer viruses or other malicious code to County's applications and data.

SECTION 2 – Customer Care Services (Service Desk)

Customer Care Services is the focal point for customer interaction with Denovo. Customer Care provides Tier 1, 2 and 3 support as defined in Article 4 Service Level Agreements. Denovo will handle support of the Services as follows:

Step 1. Client will create a service ticket when reporting an issue with the Denovo Cloud JD Edwards EnterpriseOne solution. The service ticket will be submitted by calling the Service Desk directly, sending an email to the Service Desk, logging the issue through the Customer Care portal, or using Client's integrated help desk. Client will receive a confirmation email automatically when their ticket has been entered into the Service Desk system.

Step 2. If the Service Desk is not able to resolve the ticket as a tier one issue then they assign it to a qualified Denovo representative as a tier 2 ticket.

Step 3. The Denovo representative receives the service ticket through Denovo's automated workflow system and communicates with Client immediately upon receipt that they have been assigned the service ticket and are working their issue. This will result in an exchange of dialog/e-mails to further understand the issue.

Step 4. If the person responsible is not able to personally resolve the issue they will elevate the ticket to tier 3 and will call upon other qualified members of the Denovo team or the software vendor.

Step 5. Once the issue is resolved, it will be documented both at the Service Desk and with the individual or system who requested the service request.

Clients Ability to Manage Tickets

Client will be provided up to two (2) ITIL user licenses to manage service tickets in the Denovo Customer Care portal.

Integration with Other Help Desk Solution

Denovo will integrate with Client's help desk solution. Any custom integration services required to provide this integration will be provided on a time and materials basis. Standard integrations which are pre built integrations supported by ServiceNow will be provided at a minimal cost to Client.

Support and Escalation

Denovo will respond to Client's tickets under the provisions of the Service Level Agreement, and with best effort after hours or on holidays. Client must open tickets via phone, email, web portal, or Client's integrated help desk to Denovo's Service Desk. Each service request will be assigned a Trouble Ticket number for tracking. Mutually agreed upon escalation procedures are provided below in Article 4 - Service Level Agreements.

Coverage Hours – Denovo provides a manned Service Desk 24 hours a day 7 days a week. Managed services will be provided during coverage hours; 7:00 am to 7:00 pm Central Time Monday through Friday, excluding County holidays, unless otherwise mutually agreed upon by the parties.

Service outside Coverage Hours - Emergency services (Severity 1) will be performed outside of the hours of 7:00 am – 7:00 pm Central Time Monday through Friday, including Saturday and Sunday and all County holidays, shall not be billed separately and are included in this service. All other services will be performed during coverage hours. Article 4 defines Severity 1 issues.

Service Desk Escalation Process

Issues that are not resolved through standard support and help desk services, as described in this Section, may be escalated by Client to the Denovo Account Manager assigned to Client. If Client believes it is not getting an adequate response from the Account Manager, Client may escalate the issue to the Service Desk Director. The Service Desk system will automatically escalate the issue based on the thresholds defined in Article 4 Service Level Agreements.

Service Desk Reporting

Denovo shall provide Client with real time access to reports detailing Client's help desk requests for service and the timing and resolution of those requests by the Denovo Customer Support Team through the Customer Care Portal. Reporting will include for each ticket item at a minimum- a) ticket number, b) requestor, c) request time, d) severity, e) response time, f) escalation times, if any, and g) resolution time.

Governance

IT Executive Directors and Program Committee. The Parties shall appoint two (2) Denovo and three (3) Customer representatives as IT Executive Directors to serve on the IT Executive Committee. As of the Amendment Effective Date, the IT Executive Directors are: for Customer _CFO, CIO, and Comptroller; or their designees; for Denovo: <u>Tom Connolly-Executive Vice President and Scott Sears-Vice President Public Sector, or their designees</u>. Each Party shall each appoint one (1) Program Committee Member. The IT Executive Directors and Program Committee Members appointed by each Party may be replaced at the discretion of such Party, provided that the replacement assumes all general and specific responsibilities of his or her predecessor.

IT Executive Committee. The IT Executive Directors shall comprise the IT Executive Committee (the "IT Executive Committee"). The IT Executive Committee will monitor the general progress of the performance of the Parties and control the scope under this Agreement, analyze and attempt to resolve issues referred by the Program Executives, and seek to align and strengthen the strategic relationship between the Parties. IT Executive Committee is responsible to review and control the financial commitment of the Parties. The IT Executive Committee shall meet two (2) times per year, or more frequently as requested by either Party.

The Program Committee appointed by the Executive Committee is responsible for the tactical delivery, budget compliance, issue escalation, and stakeholder satisfaction under this Agreement.

Senior Executives. The Parties shall each appoint one (1) Senior Executive who will oversee the relationship between the Parties and act to resolve disputes prior to escalation to CPO as per Article 6 in Agreement.

SECTION 3: Technical Managed Services

Denovo has around the clock, seven (7) days a week, every day of the year, technical support coverage of all its data center operations and infrastructure. Denovo provides technical managed services to support system and database administration type Client activities within the Denovo Cloud JD Edwards EnterpriseOne solution during the Term of the Statement of Work. These services are requested via Denovo's Customer Care Services ("Service Desk") and provided remotely during Coverage Hours unless otherwise mutually agreed upon by the parties.

The following technical managed services are In-Scope in this Statement of Work. Denovo added 72 hours, or $10,000, per month to current fees to account for Additional Frequency workload over baseline estimates. The Client may reduce this additional fee if the Additional Frequency workload is reduced proportionately. There will be no upward fee adjustment for additional workload.

Note 1: Up to nine (9) refreshes will be performed per month regardless of the individual environment being refreshed. A refresh script will be created to provide daily auto refresh of one (1) environment.

JD Edwards EnterpriseOne	Baseline Estimated Frequency	Additional Frequency	Time Period
CNC Services			
Printer Setup and Maintenance	As Needed		Coverage Hours
Maintain ESS Environment/Password Reset/AD Imports	None	Daily	Coverage Hours
Development Package Build-Update(DV/PY)	3-Weekly	7 Weekly	Coverage Hours
Development Package Build-Full(DV)	1-Monthly	1-Monthly	Coverage Hours
Prototype Package Build-Full(PY)	1-Monthly	1 Monthly	Coverage Hours
Production Package Build-Update	1-Weekly	6-Monthly	As scheduled with Client
Production Package Build-Full	1-Monthly	1-Monthly	As scheduled with Client
Environment Refresh-Data/Objects	1-Monthly Note 1		Coverage Hours
Environment/Path Code/OMW Maintenance	As Needed		Coverage Hours
OCM Maintenance	As Needed		Coverage Hours
Purge print queue, log directories, and workflow messages	Monthly		Coverage Hours
Technical Assistance and Troubleshooting	As Needed		Coverage Hours
Technical Assistance and Troubleshooting-Sev 1	As Needed		24X7
Installation of EnterpriseOne ESU's	As Needed		Coverage Hours
Installation of EnterpriseOne Tools releases	Annually		Coverage Hours
Installation of EnterpriseOne application updates (ASU's)	As Needed		Coverage Hours
Security Administration	As Needed		Coverage Hours
Technical Diagnosis/Performance/Design Improvements			
System Audit and Recommendation	Annual		Coverage Hours
Security Audit and Recommendation	Annual		Coverage Hours
Performance Tuning and Optimization	As Needed		Coverage Hours
Monitoring Services			

JD Edwards EnterpriseOne	Baseline Estimated Frequency	Additional Frequency	Time Period
EnterpriseOne Application Monitoring	Ongoing		Coverage Hours
Proactive Database Monitoring	Ongoing		Coverage Hours

Database Administration Services	Frequency	Time Period
Database Software Updates and Patches	Quarterly	Maintenance Window
Database Performance Tuning and Optimization	As Needed	Coverage Hours
Database Security Administration	As Needed	Coverage Hours
Database Capacity Planning	As Needed	Coverage Hours
Database Backups	Daily	As scheduled with Client
Database Recoveries	As Needed	Coverage Hours
Database Recovery Testing	Yearly	Coverage Hours

Batch Processing Performance

Denovo will provide monitoring of the job queues. These alerts are set up as follows:

- any time a batch process fails during a production run
- any time a submitted job remains in a "waiting" status for longer that a predetermined period of time
- any time a job is in "active" status for longer than a predetermined period of time

Once an alert has been generated and the Client notified, Denovo will take the following action to resolve the alerts listed above.

- When a batch process fails with an "E" status, an alert will be generated via email to the CNC Team as well as a Client designee. The CNC Team will review the error to see if it is a technical issue while Client will review the job that errored to determine if this was for a known reason. For example, a job will end up in "E" status if it is terminated on purpose by Client. Additionally, when Client takes down their AS400 over the weekend, interface jobs will fail during this period. Both of these situations do not warrant further action. If Client determines that the issue needs further investigation, Client will open up a ticket with Denovo.
- Denovo will be alerted when there are more than 10 jobs in a "W" wait status. Denovo will review and determine if things are operating normally or not and proactively alert a Client designee via email with a status update after review.
- Denovo will be alerted when any job is running for over 7200 seconds or 2 hours. Denovo will ensure the job is actively processing. If not, Denovo will alert Client designee via email on the status and that job will need to be terminated.

Denovo commits it will do everything within its control to ensure that Client's payroll cycles and other time critical processes are completed within the parameters of Client's business needs as reviewed by the Program Committee.

Reporting – Denovo will provide Client updates no less than monthly on volume frequencies for above categories

Out of Scope Services

The following technical managed services are Out-of -Scope in this Statement of Work:

- Technical managed services required to bring and maintain Client's internal infrastructure and network up to minimum standards required for Services.
- Training services- Not in scope -except Customer portal and ITIL User Licenses
- Major release of JD Edwards EnterpriseOne; due to the intrusive nature of a major release of the JD Edwards EnterpriseOne software, any services performed in conjunction with a major release will be billed on a time and material basis under a separate statement of work.

SECTION 4: Application Support Managed Services

Denovo will provide application support managed services (ASMS) to assist Client's activities with the JD Edwards EnterpriseOne solution delivered via the Denovo Private Cloud during the Term of the Statement of Work. Application managed services required to support activities from both production and migration/implementation/installation activities are in scope ASMS provides functional support for the various modules as listed above in Article 2 JD Edwards Software Modules Under Management and provided remotely during Coverage Hours unless otherwise mutually agreed upon by the parties.

The following application support managed services are In-Scope for this Statement of Work:

***End User Support: Denovo will provide:

- a direct response to users with respect to inquiries concerning the performance, functionality, or operation of the supported programs
- a direct response to users with respect to problems or issues with the supported programs
- a diagnosis of problems or issues of the supported programs
- reasonable efforts to resolve reported and verifiable errors in supported programs such that reported programs perform in all material respects as described in the associated documentation
- escalation of support ticket to Denovo Management
- review of problems or issues by the supported program's vendor

***End User Support above is included in Cloud Subscription Fee and should not impact Application Managed fees or resources

WRICE/Custom Objects Break Fix Support: Denovo will provide the following services for WRICE objects under management.

- Impact Analysis and Retrofit: Perform impact analysis to analyze the impact on the WRICEs of individual patches to the Applications in your Environment, and make recommendations to you regarding such patch application ("Impact Analysis"). An individual patch is a patch created by Denovo to provide a software fix between the releases of patch sets (no change of Application functionality). With your approval, modify the WRICEs to restore the functionality that such WRICEs had prior to the application of the individual patch per the Impact Analysis
- In the event of WRICE Incidents, Denovo will: a) troubleshoot to identify the cause of the Incident, b) determine how to resolve the Incident, c) plan implementation of the resolution, d) test the resolution to confirm it works as expected without unintended consequences in development and quality assurance, as appropriate, and e) successfully implement the resolution in production. Denovo will coordinate its resolution activities with Client staff.

JD Edwards EnterpriseOne ESU Support

- Review ESU object details, including software bugs if any, for impact to current JDE system
- Depending on impact, development or reconfiguration may be required
- Create test data set
- Unit Test
- Support client led UAT
- Document change to JDE system

Payroll Year End Support

- Year-end ACA reporting
- Year-end W2 processing
- Year-end activities – integrity reporting, rollovers, updates

Fiscal Year End Support

- Benefits Open Enrollment

- Personal and Float Accrual rollovers
- Position Budget updates.
- Fiscal Year updates and Global Close

The following application managed services are Out-of-Scope in this Statement of Work:

- Formal Software Training Classes
- Assistance with implementing a major release of JD Edwards EnterpriseOne; due to the complex nature of a new, major release of the JD Edwards EnterpriseOne software, any services performed in conjunction with the upgrade of a major release will be billed on a time and material basis, delivered under a separate statement of work. Such as but not limited to:
  - User Training
  - Verification of 3rd party integrations to EnterpriseOne, etc.
  - Reporting changes
  - Business process improvements

WRICE Enhancement and Development

During the Term, Denovo will:

- Provide two hundred and forty (240) baseline labor hours per calendar month for WRICE enhancement or development services to develop, enhance, or make business functions regulatory compliant
- Client may utilize or accrue any non-utilized baseline hours each month
- Maximum allowed hour accrual is 520 hours, or 220% of current revised monthly baseline hours. Any non-utilized monthly baseline hours when accrual is at maximum will not accrue at month end, and will be forfeited
- Client may in one month up to two (2) times a year utilize a monthly baseline amount of hours in excess of its accrual and monthly allowance, if the deficit is offset by accruals in the following two (2) months, otherwise the deficit will be paid at the rate of $152.00 per hour
- In any calendar month, the total available WRICE services labor hours shall not exceed 760 hours (or revised baseline monthly hours plus the maximum accruable hours, if revised).
- With thirty (30) days written notice and no more than four times per year, the Customer may increase or decrease the number of WRICE services hours per calendar month at the hourly rate of $152.00 per hour.
- Any accrued hours at the end of the Amendment term(s) shall be forfeited

Client and Denovo will work together in good faith to schedule resources to minimize spikes in staffing, where possible, maintain rolling forecast usage plan, and minimize any forfeited hours.

Client may request removal and replacement of ASMS resources, and Denovo will comply, if Client documents issues prompting request.

Pursuant to your requests for WRICE enhancement and development services, Denovo will:

- Provide estimated work effort for requests including delivery timeline for Client review and approval.
- If work effort is approved, Denovo will provide technical and functional documentation for the WRICE enhancements or development for Customer's approval. Denovo will follow the Software development Life Cycle (SDLC) process as indicated by the SDLC step # below.

1	Develop Project Plan	Project Plan
2	Conduct Requirements Gathering Sessions	Requirements Document

3	Define Functional / Technical Specifications	Functional / Technical Design Document
4	Client to review Functional / Technical Design Document	Client Approval or Rejection of Functional / Technical Design Document
5	Development based on Approved Design Document	Initial Configured system
6	Development and Functional Testing By Denovo	Configuration and Object Testing Results
7	Update system based on Denovo testing results	Configured system ready for Client User Acceptance Testing (UAT)
8	Client end users will conduct UAT	Client Approval or Rejection UAT & signed acceptance, or documented reasons for rejection
9	PD Rollout Planning	Client Approved PD Deployment
10	Deployment to PD	Project Completion

- o Client will ensure that requested participation of project and process lead resources occurs on a timely basis and at the level requested with reasonable notice to Client. Client and Denovo mutually agree that the review and approval of project deliverables and other key decisions, including process change, will be completed by the County according to project plan. Delays may result in schedule delays, additional hours and cost escalation.
- o Developers will primarily work remotely and will interface with the functional consultant and Project Manager from Denovo
- o Estimate will need to be revised if there are changes to the scope of work post requirements gathering.
- o All Changes to the Scope of Work will have to be requested and approved by Client Project Manager and Process owner from Client per the jointly designed Project Governance Process.
- o User Acceptance Testing will be performed by the Client end users and signed off using a formal sign off document if the deliverables meet acceptance criteria defined in design.
- o Client will coordinate the testing with any third parties.
- o Documentation provided by Denovo will be submitted to Client for review and approval
- o Client will review and approve the documentation per the project plan
- o Denovo will have up to 30 days from rejection of any deliverable to remediate per Article 3 g of Agreement
- o All documentation will be stored on Denovo (Client) Share Point Site

Reporting requirement – For all WRICE Enhancement and Development Services hour categories Denovo will provide no less than monthly a) hours utilized to date b) hours utilized for month, c) and forecasted hours for category and projects

ARTICLE 3 – BACKUPS AND DISASTER RECOVERY

Backups

Denovo uses IBM Tivoli Storage Manager (TSM), a client/server tool, for backing up and/or archiving data from various machines to a central server or tape library. TSM performs a full back up the first time it backups a client's environment. After that it performs incremental backups or selective backups depending upon customer requirements.

By default, Denovo will keep 30 versions of Client's production data and 10 versions of Client's test and development data. Once data has been marked for deletion it will be kept for 30 days. All data including OS files, database files, application data, and all user data is backed up nightly unless Client requests a different backup schedule. Database backups incremental backups will be performed nightly and a full database backup will be performed weekly. Denovo shall encrypt all backup tapes and shall not share such tapes with any third party except with County's consent except for Denovo designated offsite storage provider. Client will be responsible for any costs related to encrypting backups. Two sets of tapes are created for each backup. One is stored off-site for archiving purposes and one is

stored onsite for recovery and restore purposes. By default, Denovo uses an indefinite archiving and retention period, thus, we do not reuse archive tapes. Client is responsible for the cost of the tapes. Denovo does reserve the right to change backup solutions and methodology with proper notification and approval by the Customer. Client can request data recovery or backup through the customer portal. Denovo understands that the Application data and data backups are the sole property of the Clients, and will be turned over to Client in event of a service transition to another Application or Application provider.

Denovo will provide database backups and a retention policy based upon a mutually agreed upon schedule and regulatory requirements, similar to the one below:

Description	Retention Period
Baseline	Until first annual + 1 month
Daily	6 days
Weekly	4 weeks
Monthly	11 months
Annual	7 years

Denovo will work with Client to understand your business requirements, which may or may not change our backup and retention methodology.

Requested Data Restore

Except where Client declares that a disaster has occurred in which case Denovo shall perform its obligations as set forth under the Disaster Recovery section of this Statement of Work, Denovo Client shall begin restoring the customers data files within 24 business hours. Client can request a restore by either calling the Customer Care center or opening a ticket in the Customer Care Portal. The actual length of time to restore the data is dependent upon the amount of data to be restored. Additional details of the restore process are provided in the Denovo Data Restore document.

Client may request back-up copies of Client's data and other files from Denovo in the Denovo format, at Client's own expense. Denovo will test the recovery of backup tape once per year.

Disaster Recovery

Denovo will use a traditional disaster recovery model to provide disaster recovery services to Client in the event that it is mutually agreed that a disaster recovery event has occurred. The traditional disaster recovery model uses a tape recovery system to rebuild the Denovo Cloud JD Edwards EnterpriseOne production (PD) environment. This model will provide a recovery point objective of 24 hours and a recovery time objective of 48-72 hours depending on the amount of data being "transferred from tape" at the time of the event,. Using this model, the fail back to the primary data center will require the same tape recovery process "backup and restore" as performed in the disaster recovery center.

The location where the disaster recovery services will be performed will be one of Denovo's data centers or a partner service based in the United States of America. A disaster recovery event lasting more than 72 hours may incur a daily service charge.

Denovo shall perform, with the participation of Client, one recovery rehearsal per year, with 90-day notice. Client's participation is required for all recovery rehearsals. More than one disaster recovery rehearsal can be requested per year at an additional fee.

Client shall be responsible for developing a business continuity plan. Client shall be responsible for developing a recovery plan that integrates with Denovo's disaster recovery model. Denovo shall provide its disaster recovery model during the installation stage of the implementation.

ARTICLE 4 –SERVICE LEVEL AGREEMENTS

The following table shows the targets of response and resolution times for each priority level in the JD Edwards EnterpriseOne Production environment. The following table also applies to Development & Test environments when the issue is related to a business critical activity as mutually agreed. Client or Denovo through mutual agreement will assign the severity level to the service ticket based on these criteria:

Issue/Outage	Priority	Response Time	Resolution Time	Escalation Threshold to Manager	Escalation Threshold to Director
Client experiences a complete loss of access to and use of the Production Environment. Work cannot reasonably continue, the operation is mission critical to the business and the situation is an emergency. A Severity Level 1 Incident results from an Infrastructure outage or a component (system process) level failure, and has one or more of the following characteristics: • Environment is down and/or inaccessible by Client's End Users • Data is corrupted, resulting in a complete halt to Client's business operations • Environment hangs indefinitely, causing indefinite delays for critical resources or response • Production payroll processing issues are severity 1. • Production environment access not available issues, outside of normal maintenance periods, are severity 1.	Severity 1	15 minutes	Denovo will work severity 1 issues 24x7 until the issue has been resolved or Client agrees the severity should be downgraded. For severity 1 issues Client must also agree to work 24x7 until the issue is either resolved or downgraded otherwise the issue will be worked during the customer's coverage hours.	1 hour	2 hour
Client experiences a severe loss of access to and use of the Production Environment. No mutually acceptable workaround or alternative is available; however, business operations in the Production Environment can continue to be conducted in a restricted fashion.	Severity 2	1 hour	Severity 2 tickets will be worked during customer's coverage hours until the ticket is resolved.	24 business hour	36 business hours
Client experiences a minor loss of access to and use of the Production Environment. The impact is an inconvenience, which may require a workaround to restore functionality.	Severity 3	2 hours	Severity 3 tickets will be worked during customer's coverage hours until the ticket is resolved.	48 business hours	54 business hours

* Escalation Threshold: Open/unresolved issues are escalated to the next level manager once this threshold has been reached.

Support Tiers

The following details and describes Support Tier levels:

Support Type	Description
Tier 1 Support	All support incidents begin in Tier 1, where the initial trouble ticket is created. The issue is identified and clearly documented, and basic hardware/software troubleshooting is initiated.
Tier 2 Support	All support incidents that cannot be resolved with Tier 1 Support are escalated to Tier 2, where more complex support on hardware/software issues can be provided by more experienced Engineers.
Tier 3 Support	Support Incidents that cannot be resolved by Tier 2 Support are escalated to Tier 3, where support is provided by Denovo's most experienced, senior Engineers who have the ability to collaborate with 3rd Party (Vendor) Support Engineers to resolve the most complex issues.

*** Reports and Statistics are available on the portal 24/7 ***

Service Desk Response

The Denovo service desk response time will be at or better than the response times listed for severity 1, issues 95% of the time. For any month that Denovo does not meet this standard we will credit your account 0.5% of the Cloud Subscription monthly fee per occurrence, up to 100% of your monthly Cloud Subscription fee.

The Denovo service desk response time will be at or better than the response times listed for severity 2 and 3 issues 90% of the time. For any month that Denovo does not meet this standard we will credit your account 0.5% of the Cloud Subscription monthly fee per occurrence, up to 100% of your monthly Cloud Subscription fee.

For purposes of this SLA Denovo's receipt of a service ticket will be at step 1 in the Service Desk process defined in Section 2 of this Statement of Work and response time means the elapsed time for the Denovo Service Desk to respond to Client ticket following the Denovo Service Desk being notified of the ticket.

Service Desk Escalation

The escalation process provides for the ticket to be elevated to the next level of management based on the time frames above until the ticket is resolved. If a customer needs to escalate the issue beyond the Customer Care center you my call your account manager or named backup.

The Denovo service desk escalation period will be at or better than the escalation periods listed for severity 1, 2 and 3 issues 90% of the time. For any month that Denovo does not meet this standard we will credit your account 0.5% of the Cloud Subscription monthly fee per occurrence, up to 100% of your monthly Cloud Subscription fee.

Network Uptime

Denovo's data center network shall be available 100% of the time in a given month, excluding scheduled maintenance. The data center network means the portion of the Denovo network extending from the outbound port on our edge device to the outbound port of the data center border router and includes Denovo managed switches, routers, cabling. A "Network Outage" occurs when network service is interrupted and exceeds the Network Availability SLA in any month provided that such outage was not caused by the failure of equipment provided by Client or third parties, i.e., excluding Denovo, its affiliates or agents. If we do not achieve this SLA we will credit your account 5% of the monthly Cloud Subscription fee for each 30 minutes of network downtime, up to 100% of your Cloud Subscription monthly fee for the affected server. The Network Uptime credit will be applied on the following months invoice.

Datacenter Infrastructure

Denovo's data center HVAC and power will be functioning 100% of the time in a given month, excluding scheduled maintenance. Power includes UPSs, PDUs and cabling, but does not include the power supplies on servers supporting your services (see Hardware below). Datacenter Infrastructure "Outage" exists when a particular server is shut down for any reason other than scheduled maintenance. Provided such outage was not solely caused by the failure of equipment provided by Client or third parties, i.e., excluding Denovo, its affiliates or agents will credit your account 5% of the Cloud Subscription monthly fee for each 30 minutes of infrastructure downtime, up to 100% of your Cloud Subscription monthly fee for the affected server(s). The Datacenter Infrastructure credit will be applied on the following months invoice.

Hardware

All server hardware components will be functioning 100% of the time and Denovo will replace any failed component at no cost. "Hardware" means the processor(s), RAM, hard disk(s), motherboard, NIC card and other related hardware included with the server. Hardware replacement will begin once we identify the cause of the problem. An "Outage" occurs when servers supporting Client are unavailable for console access via portal or the server is unresponsive to access requests or operations provided such outage was not caused by the failure of guest operating system or application operations provided by Client or third parties, i.e., excluding Denovo, its affiliates or agents. We will credit your account 5% of the Cloud Subscription monthly fee per additional hour of downtime, up to 100% of your Cloud Subscription monthly fee for the affected server(s). The Hardware credit will be applied on the following months invoice.

Total Credits

If a single incident results in the failure of Provider to meet more than one Service Level in a single month, the Service Level Credit issued shall be only the largest Service Level Credit of the Service Level Credits associated with the missed Service Levels. Total credits in a month cannot exceed 100% of the Cloud Subscription charges for the service for a month. The Service Level Credit will be applied on the following months invoice.

ARTICLE 5 – STATEMENT OF WORK ACCEPTANCE

Subject to the provisions below, Denovo reserves the right to modify or discontinue Services and to introduce new services and features, upon Client's consent. Denovo may make available to Client all new services and features offered to all of our other Clients. Denovo may discontinue a Service at any time with the consent of Client whose consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that if a Service will have a material and adverse impact on Denovo, then Client shall consent to the discontinuance of said Service and also provided that Denovo shall not discontinue a Service such that its discontinuation shall materially and negatively impact Client. Discontinuance shall not affect Orders accepted prior to the date of discontinuance, but new Orders for a Service shall not be accepted after the date the Service is discontinued.

Denovo may, with the consent of Client whose consent shall not be unreasonably withheld, conditioned or delayed, modify a Service from time to time, for example to work with new third party products and services and to stay current with changing standards; provided that Denovo shall not modify a Service such that its modification shall materially and negatively impact Client, as mutually agreed. . Such modifications will affect both existing Services and new Orders.

Supplemental Orders

Client may purchase additional quantities of a Service ("Supplemental Order") by adding additional Components to the Existing SOW for those Services ("Existing Order") by submitting a Project Change Request (PCR) for those additional services. The Service Term of the Supplemental Order will be coterminous with the Service Term of the Existing Order and the Supplemental Order will be subject to the same terms and conditions as the Existing Order. Unless mutually agreed upon by both parties a supplemental order may not affect, modify or supersede the terms of this Agreement or any Exhibit to this Agreement.

Exhibit 4– Compensation Schedule

This Schedule of Compensation is to amend the original Exhibit 4 entered into between Cook County ("Client") and Denovo Ventures, LLC ("Denovo") pursuant to the provisions of the PSA (Agreement) effective April 22th, 2013

Effective Date: February 15, 2016

Delivery period: February 15, 2016 through January 31st, 2018

Total Fees Not-To-Exceed: $5,412,462

Cloud Subscription Pricing Methods and Payment Structure

This schedule defines the pricing components and methods of compensation for the following:

- Monthly subscription pricing for software, infrastructure, support for the Denovo Cloud JD Edwards EnterpriseOne 9.1 solution
- The Denovo Cloud Subscription is based on the Initial Term.
- An early termination charge equal to 100% of the monthly recurring charges remaining in the term if cancelled during the 24 month term.
- With 60 days' notice the Employee County Quantity may be adjusted based on the actual employee count on the anniversary date of the effective date of this Amendment. If the proposed adjustment is within a range of plus or minus 5% from the current Employee Count Quantity below then no adjustment will be made to the monthly price

Description	Term (Months)	Per unit (rounded)	Employee Count	Monthly Price
Denovo Cloud Subscription Period (per employee) Term Period: February 15, 2016 through April 30, 2016	3	$4.67	23,750	$110,929
Denovo Cloud Subscription Period (per employee) Term Period: May 1, 2016 through April 30, 2017	12	$4.76	23,750	$113,148
Denovo Cloud Subscription Period (per employee) Term Period: May 1, 2017 through January 31, 2018	9	$4.86	23,750	$115,411

Application Managed Services, WRICE Development and Project Governance Pricing Methods and Payment Structure				
WRICE Development	240 Hours	$36,500	QTR Governance Reviews -30 day written notice $152 Per Hour blended	QTR Governance Reviews -30 day written notice $152 Per Hour blended
CNC for Project Development Services	Per CNC workload frequency table from SOW (72 Hours)	$10,000	QTR Governance Reviews and mutual agreement. $140 Per Hour	NA
Functional Application Support (including support for ESS Website) WRICE Break Fix Year End Support		$37,900	QTR Reviews and mutual agreement.	NA
Governance For Project and Production Support For Cloud Services		$27,400	QTR Reviews and mutual agreement. Cannot be reduced below .5FTE	NA
Total Monthly Fees		$111,800		

The above monthly charge of $111,800 will be charged starting on Feb. 15 2016 (pro-rated for Feb, 2016 at 50% for $55,900) and will continue through the Renewal Option Period at the same monthly charge of $111,800 unless modified as per this Amendment.

Payment Instructions/Due Dates

Denovo will provide the Client with an invoice on a monthly basis for both the Cloud Subscription and Application Managed Services on the first day of each calendar month, with the first month prorated based on Amendment Effective date and in coordination with prior service billings to avoid overlap. Any incremental Managed Service hours to be billed to County above baseline Managed Services, or travel will be billed on the first day of the following month on separate invoices. Each invoice shall set forth the Fees and Expenses owed to Denovo in reasonable detail, the Contract and/or Order Document reference numbers, and, when applicable, the number of hours spent by Denovo personnel in providing the Services during the period invoiced. Payment terms are net sixty (60) days from the date of invoice.

Unless otherwise agreed to in writing by both parties, all amounts to be paid to Denovo under the Agreement shall be paid in U.S. dollars and may be made using electronic or automated clearing house (ACH), automatic bill pay mechanisms, or by federal wire transfer to the account or accounts designated below.

By ACH:	**By Wire Transfer:**
JPMorgan Chase Bank	JPMorgan Chase Bank
1125 17th Street	1125 17th Street
Denver, CO 80202	Denver, CO 80202
Routing # 102001017	Wire Routing # 021000021
Acct # 736370656	Acct # 736370656

Denovo Rate Card

Role	Hourly Rate
Functional and Project Management	$ 158
Developer and CNC Administrator	$ 140
Incremental WRICE Resources	$ 152

Note: Above rates do not include travel

Denovo Invoices should not be submitted for any services beyond six months from date services rendered unless by mutual written agreement.

Basis for Pricing

- The Software source code is leased and not property of Client. The data is the property of the Client and will be transferred at no additional cost once Agreement is terminated.
- If the Client wishes to migrate from subscription to perpetual licensing at the termination of the contract, oracle will negotiate equitable pricing and Denovo will support the negotiations on client behalf
- Denovo consultants will have appropriate access to work remotely
- All travel will be at actual in accordance with Cook County Transportation Expense Reimbursement and Travel Regulations Policy attached with written pre-approval by Client in advance of travel expense incursion,

EXHIBIT B – Custom Objects

Object Name	Description
P5505302	CCG Paid Time Off Inquiry
P5505421	Employee Information - Telephone Numbers - W/Form Overrides
P5505501	Auto Deposit Instructions - With Form Overrides
P55WSJA	Work With Servers - Custom
P55WSJB	Job Control Master - Custom
P5605TCD	Time Entry File Download
P5605TCU	Time Entry File Upload
P56FTPIN	FTP Inbound Application
P5807210	CCG Payroll Cycle Workbench
P5807211	CCG Work With Interims Workbench
P5807351	CCG Work With Interim Payments
P580801	Employee Master - Custom
P5850151	Labor Distribution Instructions - Custom
P5853020	Paid Time Off Inquiry - Emp Center
P58801OR	Employee Organizational Assignments - Custom
P588101	Position Master Detail - Custom
P588401	Applicant Entry - Custom
R5505BTMS	Blank Time Sheet
R5505HSER	Health Summary Earning Register
R5505HSER1	Earnings Register Summary by BU
R5505PTS	Physician Time Log
R550600	Time Keeper Reconciliation Report Launcher
R5506011	Time Cards by Batch-Detail
R5506012	Time Cards by Batch-Summary
R5506020	Standard Hours â€" No Timecard Records
R5506040	Excess Pensionable Hours Exception Report
R5506080	Alpha List by Sub Group, Department
R5506116P	Timecards record Purge
R5506DDIS1	Revenue Summary â€" Daily Disbursement
R5506DDIS2	Interim Summary â€" Daily Disbursement
R5506DDIS4	Check Type and Fund Group â€" Daily Disbursement4
R5506DDIS5	Detail Report by Chk/Adv Type and Chk/Adv No.
R5506DDIS6	Detail List of Voids and Cancellations
R5506EEALP	Employee Alpha Listing By Pay Period End date
R5506EXTIM	Dept Employee Count
R5506LOABM	Leave of Absence by Month
R5506XTIME	Detailed Exception Timecards
R5507001	AIG Insurance Flat File creation - Summary
R5507001B	AIG Insurance Flat File creation - Detail

R5507002	Bi-Weekly Pension Deduction Report - Summary
R550706146	Delete F06146 Accrual Records
R550719	Out Bound Legal Shield Participation
R550719A	Out Bound Legal Shield Participation Report
R55073012	CCG Payroll Register by Mail Code
R55074501	CCG Accrual Roster
R55074502	CCG Accrual Roster
R5507BPEN	Incorrect Health Tier Enrollment Report
R5507CNUD	California Nurses Union Dues Flat File
R5507CSP	Wage Attachment Report
R5507DATE	Deductions By Date Update Report
R5507DC1	Deferred Compensation Report
R5507DC2	Deferred Compensation - Flat File and PDF
R5507DCA	Deferred Comp Audit â€" EEs in Excess of Annual Limit
R5507EDS1B	Payroll Earnings and Deductions Report Driver
R5507EDS2C	Payroll Earnings Detail by SubGroup
R5507EDS2D	Payroll Earnings Grand Total Report
R5507EDS3C	Payroll Benefit Detail by SubGroup
R5507EDS3D	Payroll Benefit Grand Total Report
R5507EDS6A	Payroll Check History Detail Summary Totals
R5507EDS7C	Payroll Deductions Detail by SubGroup
R5507EDS7D	Payroll Deductions Grand Total Report
R5507EDS8C	Payroll Voucher Detail by SubGroup
R5507EDS8D	Payroll Voucher Grand Total Report
R5507EXOT	OT Hours Exceed Projected Hours
R5507FIPS	State Distribution Unit
R5507HSI	House Staff Assoc. Union Member File
R5507IGQ	IG Employment Report
R5507OLW2	W2 Web Site Export
R5507OLW2E	Online W2 Login Validation File
R5507PHIST	Pay Period History by Period Extract
R5507ROLL	Accrual Rollover Remove Invalid Records
R5507UNR	Cook County Union Report
R5507WAQTR	Child Support / Garnishments- Summary Quarterly Report
R5508POS	Positions by BU with Employee Info
R5508POS1	Positions by BU with Employee Info -CSV
R557885	Print Laser W-2's (4 part) - Custom
R5580423B	Monthly Compliance Report
R5580423C	Commissioners Activity Report
R55804CM1	Comptroller Performance Metrics - Step Increases
R55AETBL	Basic Life Insurance Export
R55AETBL1	Supplemental Life Insurance Export
R55DBAERR	Health DBAs in Error

R55DCA01O	Deferred Comp Audit
R55EC07A	EmpCenter Accruals Inbound â€" Audit Report
R55EC07D	EmpCenter Accrual Batch Delete
R55EMPDNS	CCG Employees Entitled to Step Increase
R55FNDNET	Payroll Funding Summary NET Report
R55FNDSU	Summary By Date Report
R55HLTOT1	OT Summary by EE - csv
R55HLTOT1A	OT Summary by EE - PDF
R55HLTOT2	OT Summary by BU csv
R55HLTOT2A	OT Summary by BU
R55JBIQE	Quarterly Earnings and Fringes Report
R55JQSTEP	JIRA-229-Employee's due pay increase
R55LIFECST	Life Insurance Cost Report
R55LOA	LOA Absence Report
R55POS33	Open Positions By Code
R55SPEAR1	Special Earnings Query 1
R55UPT14	Export Employee Info for Timecards
R55UPT15	Export Employee Address Info for Timecards
R55UPT152	Export Employee Date Info for Timecards
R55UPT18	Export Employee Info for CISC System
R560004	Sync F0004 UDC
R560004A	Update B7332 F0004
R560005	Sync F0005 UDC
R560005A	Update B7332 F0005
R560006	Sync F0006 from OW to E1
R560010	Sync F0010 from OW to E1
R560101	Sync F0101 from E 9.1 to B7332
R560101UPD	Update F0101 B7332
R560111	Sync F0111 from E 9.1 to B7332
R560111UPD	Update F0111 in B7332
R560115	Sync F0115 from E 9.1 to B7332
R560115UPD	Update F0115 in B7332
R560116	Sync F0116 from E 9.1 to B7332
R560116UPD	Update F0116 in B7332
R560150	Sync F0150 from E 9.1 to B7332
R560150UPD	Update F0150 in B7332
R560301	Sync F03012 from E 9.1 to B7332 F0301
R5603012	Sync F03012 from E 9.1 to B7332
R5603012UP	Update F03012 B7332
R560301UPD	Update F0301 B7332
R5603B11Z1	E1 to OW Employee Health Benefits Arrears Sync
R560401	Sync F0401 from E 9.1 to B7332
R560401UPD	Update F0401 B7332

R560411Z1A	Sync data F0411 from E9.1 to One World
R560411Z1B	Sync data F0911Z1 from E9.1 to F0911Z1 One World
R560411Z1C	Outbound Payroll AP Voucher F0411Z1 Auditing Report
R5606LD14	Import Timecard into Z
R5606TMCD	External Timecard Import to F06116Z1
R5607001A	AIG Insurance Flat File Creation
R5607002	Pension Deduction Flat File
R5607002A	Bi-Weekly Pension Deduction Report
R560709	Health Insurance Arrears Billing
R5607236	Create Auto Deposit Tape File by Payroll ID
R560789011	Benefits Open Enrollment F0101/111/116/8901/8336
R5607ASCB	Accrual Balance Export Flat File
R5607AUD	AFSCME UNION DUES INTERFACE
R5607BWPEN	Bi-Weekly Pension Deduction Flat File Extract
R5607EWOP	Employees with Pensionable Earnings w/out Pension Deductions
R5607FLX	Export Flex Benefits Deductions
R5607FSA	Wageworks FSA ENR
R5607HH1	Pay Period End Date Accruals - By PPED
R5607HH2	Pay Period End Date Accruals
R5607NV5	Novatime Interface â€" Emp File(Using Business Function)
R5607NV6	Novatime Interface - Period File(Using Business Function)
R5607PFD	Parking Fees Deduction Report
R5607PPAY	Payroll Positive Pay
R5607PPAYH	Payroll Positive Pay
R5607SSO	SSO Outbound Interface
R5607SSOE	SSO Inbound Interface
R5608BC	BCBS - 834 Format Interface
R5608BDXP1	Benefits Enrollment Export - Dependents New
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COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX

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

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

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

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

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

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

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

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

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

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

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

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

Lobbyist means any person who lobbies.

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

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

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

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

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

INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

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

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

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

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

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

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, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

E.   HUMAN RIGHTS ORDINANCE

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

F.   ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

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

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

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

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

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

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

2)   Community Development Block Grants;

3)   Cook County Works Department;

4)   Sheriff's Work Alternative Program; and

5)   Department of Correction inmates.

SECTION 3

REQUIRED DISCLOSURES

1.   DISCLOSURE OF LOBBYIST CONTACTS

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

Name   Address

_____

_____

_____

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:_X_____

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:_X_____

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)   __X____The Applicant owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

_____

_____

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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 [X] Applicant   or   [   ] Stock/Beneficial Interest Holder

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

Identifying Information:

Name Denovo Ventures, LLC

D/B/A: Denovo   FEIN NO.: 51-0453048

Street Address: 6328 Monarch Park Place

City: Niwot   State: CO   Zip Code: 80503

Phone No.:   877-433-6686   Fax Number: Email: denovoinfo@denovo-us.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

[X]   Other (describe) Limited Liability Company

Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder
Not Applicable		

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
Not Applicable		

3.   Is the Applicant constructively controlled by another person or Legal Entity?   [X] 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
MC Partners	75 State St. Suite 2500 Boston, MA 02109	72%	Parent Company

Corporate Officers, Members and Partners Information: Denovo

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
Marty Snella	6328 Monarch Park Place Suite 200 Niwot, CO 80503	CEO	
Mark Geodde	6328 Monarch Park Place Suite 200 Niwot, CO 80503	President	
Bill Hylton	6328 Monarch Park Place Suite 200 Niwot, CO 80503	CIO	
Paul McNulty	6328 Monarch Park Place Suite 200 Niwot, CO 80503	EVP	
Ron English	6328 Monarch Park Place Suite 200 Niwot, CO 80503	EVP	
Tom Connolly	6328 Monarch Park Place Suite 200 Niwot, CO 80503	EVP	

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.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

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

[signature]
Signature

MSnella@Denovo-US.com
E-mail address

CEO
Title

_1/22/14_
Date

_303-827-2682_
Phone Number

Subscribed to and sworn before me
this _23rd_ day of _Jan_ 20 _16_

X _[signature]_
Public Signature

My commission expires: _4/25/19_

Notary
Notary Seal

PATRICIA J TWOGOOD
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20074016538
MY COMMISSION EXPIRES APRIL 25, 2019

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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: Denovo Ventures LLC

Address of Person Doing Business with the County: 6328 Monarch Park Place Niwot CO 80503

Phone number of Person Doing Business with the County: 877-433-6686

Email address of Person Doing Business with the County: info@denovo-us.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:

_____

_____

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 number 1390-12608 Amendment 2

_____

The aggregate dollar value of the business you are doing or seeking to do with the County: $5,412,462

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: Jim Gavin

_____

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

_____

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

Δ   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.

X   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

Δ   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.

Δ   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*
			_____
			_____
			_____

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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

_____1/22/16_____
Date

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

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

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

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

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

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

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

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

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

I.   Contract Information:

Contract Number: Contract number 1390-12608 Amendment 2

County Using Agency (requesting Procurement):   ERP / BOT

II.   Person/Substantial Owner Information:

Person (Corporate Entity Name):   Denovo Ventures LLC

Substantial Owner Complete Name: Not Applicable Denovo company info below

FEIN#   51-0453048

Date of Birth:_____   E-mail address:_____

Street Address: 6328 Monarch Park Place

City: Niwot   State: CO   Zip: 80503

Home Phone: (877) 433-6686   Driver's License No:_____

III.   Compliance with Wage Laws:

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

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

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

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

Employee Classification Act, 820 ILCS 185/1 et seq.,   YES or (NO)

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

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

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

IV.   Request for Waiver or Reduction

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

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

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

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

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

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

V.   Affirmation

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

Signature: _____   Date: 1/22/16

Name of Person signing (Print): Marty Snella   Title: CEO

Subscribed and sworn to before me this 22nd day of January, 20 16

_____
Notary Public Signature   **Notary Seal**

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

PATRICIA J TWOGOOD
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20074016538
MY COMMISSION EXPIRES APRIL 25, 2019
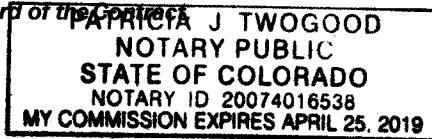
SECTION 5

CONTRACT AND EDS EXECUTION PAGE
PLEASE EXECUTE THREE ORIGINAL COPIES

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

Execution by Corporation

_____
Corporation's Name

_____
Telephone

_____
Secretary Signature

_____
President's Printed Name and Signature

_____
Email

_____
Date

Execution by LLC

Denavo Ventures, LLC
LLC Name

1/22/16
Date

Marty Snella   *(signature)*
*Member/Manager Printed Name and Signature

303-827-2282   msnella@denavo-us.com
Telephone and Email

Execution by Partnership/Joint Venture
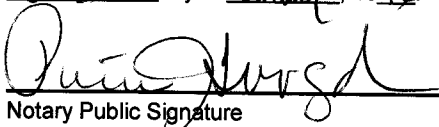
_____
Partnership/Joint Venture Name

_____
Date

_____
*Partner/Joint Venturer Printed Name and Signature

_____
Telephone and Email

Execution by Sole Proprietorship

_____
Printed Name and Signature

_____
Telephone

_____
Date

_____
Email

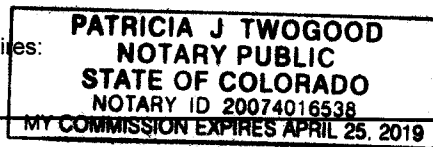**Subscribed and sworn to before me this**
__22nd__ day of __January__, 20_16_

_____
Notary Public Signature

My commission expires:

4/25/19

Notary Seal

```
PATRICIA J TWOGOOD
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20074016538
MY COMMISSION EXPIRES APRIL 25, 2019
```

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.

EDS-17

8/2015

Denovo

Member Resolution

Pursuant to the operating agreement of Denovo Ventures, LLC, an LLC organized under the laws of the State of Colorado, the undersigned, constituting a majority of the members do hereby resolve and consent in lieu of formal meeting to the following action:

- Authorize Marty Snella, Chief Executive Officer, to execute on behalf of Denovo, the Cook County, IL Economic Disclosure Statements and other such documents as are necessary to execute a Master Services Agreement between the parties.

- Authorize Mark D Adolph, Chief Financial Officer, to execute on behalf of Denovo, the Cook County, IL Economic Disclosure Statements and other such documents as are necessary to execute a Master Services Agreement between the parties.

All members hereby waive notice and meeting with regard to the above action. This resolution shall have the same force and effect as a vote of the LLC members.

Marty Snella	Mark D Adolph
Dated 1/27/16	Dated 1/27/16

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE

I, Scott Gessler, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Denovo Ventures, LLC

is a **Limited Liability Company** formed or registered on 02/27/2003 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20031065189.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/15/2013 that have been posted, and by documents delivered to this office electronically through 03/18/2013 @ 16:48:38.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 03/18/2013 @ 16:48:38 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 8490639.

Secretary of State of the State of Colorado

End of Certificate

Colorado
Secretary of State
Wayne W. Williams

Search

Summary

Details			
Name	Denovo Ventures, LLC		
Status	Good Standing	Formation date	02/27/2003
ID number	20031065189	Form	Limited Liability Company
Periodic report month	February	Jurisdiction	Colorado
		Term of duration	Perpetual
Principal office street address	6328 Monarch Park Place, Niwot, CO 80503, United States		
Principal office mailing address	n/a		

Registered Agent	
Name	Ireland Stapleton Pryor & Pascoe, PC
Street address	Attn: Michael R. Miller, Esq., 717 17th Street, Suite 2800, Denver, CO 80202, United States
Mailing address	n/a

Back

Terms and Conditions

CONTRACT NO.1390-12608

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

<table>
<tr><td>OCPO ONLY:</td></tr>
<tr><td>○ Disqualification</td></tr>
<tr><td>○ Check Complete</td></tr>
</table>

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

Bid/RFP/RFQ No.:	Date: January 13, 2016
Total Bid or Proposal Amount: Amendment 002 $5,412,462	Contract Title: Contract No. 1390-12608, for JD Edwards World to EnterpriseOne HR/Payroll Upgrade Project
Contractor: Denovo Ventures Inc. (dba Denovo)	Subcontractor/Supplier/ Subconsultant to be added or substitute: Next Generation Inc.
Authorized Contact for Contractor: Scott Sears	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Darrell Higueros
Email Address (Contractor): ssears@denovo-us.com	Email Address (Subcontractor): dhigueros@nextgeninc.com
Company Address (Contractor): 6328 Monarch Park Place	Company Address (Subcontractor): 800 W 5th Ave. Suite 202
City, State and Zip (Contractor): Niwot, CO 80503	City, State and Zip (Subcontractor): Naperville IL 60503
Telephone and Fax (Contractor): 206-310-0882	Telephone and Fax (Subcontractor) 312-739-0520
Estimated Start and Completion Dates (Contractor): February 15 2016 through January 31 2018	Estimated Start and Completion Dates (Subcontractor) February 15 2016 through January 31 2018

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

Description of Services or Supplies	Total Price of Subcontract for Services or Supplies
The services to be provided will be development and technical consulting for the Oracle JD Edwards EnterpriseOne product.	$268,320

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

Contractor: Denovo Ventures Inc. *Marty Snella*

Name   CEO

Title

Prime Contractor Signature   Date   1/22/16

ISF-1

OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ

DIRECTOR

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

February 2, 2016

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

Re: Contract No. 1390-12608 (Amendment No. 2)
      HR Payroll Upgrade Project
      Bureau of Technology

Dear Ms. Andrews:

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

Bidder: Denovo Ventures, LLC
Original Contract Value: $6,474,356.00
Increased Contract Value: $1,301,434.00 (Amendment No. 1)
New Contract Value: $7,784,790.00
Increased Contract Value: $5,412,462.00 (Amendment No. 2)
New Contract Value: $13,188,252.00
New Contract Term: May 1, 2016 through January 31, 2018
Contract Goal: 35% MBE/WBE

MBE/WBE	Status	Certifying Agency	Commitment*
Next Generation, Inc.	MBE (9)	Cook County	10% (Direct)

The percentage reflects the participation level based on the total professional services amount.

Full WBE Waiver Granted: Due to the specification and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation.

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

Sincerely,

Jacqueline Gomez
Contract Compliance Director
JG/ate

Cc: Nicole Large, OCPO
      Jim Gavin, BOT

$ Fiscal Responsibility 💡 Innovative Leadership ● Transparency & Accountability 📋 Improved Services

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)

    X   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).

    [X]   **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: Next Generation Inc.

Address: 800 W 5th Ave Suite 202 Naperville, IL 60563

E-mail: dhigueros@nextgeninc.com

Contact Person: Darrell Higueros   Phone: 312-739-0520

Dollar Amount Participation: $

Percent Amount of Participation: 10 %

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

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: $_____

Percent Amount of Participation: _____%

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

Attach additional sheets as needed.

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

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Next Generation Inc.

Certifying Agency: Cook County

Contact Person: Darrell Higueros

Certification Expiration Date: 11/30/2016

Address: 155 N. Wacker Drive, Suite 4250

Ethnicity: Hispanic

City/State: Naperville, IL   Zip: 60606

Bid/Proposal/Contract #: 1390-12608

Phone: 312-739-0520   Fax: 312-739-0523

FEIN #: 36-4419415

Email: dhigueros@nextgeninc.com

Participation: [X] Direct   [ ] Indirect

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

[X] 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)

        The services to be provided will be development and technical consulting for the Oracle JD Edwards EnterpriseOne
product.
_____

_____

_____

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

_____
      10%   Payment terms 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.

Signature (M/WBE)

    Darrell Higueros

Print Name

    Next Generation, Inc.

Firm Name

    1/14/16

Date

Subscribed and sworn before me

this 14th day of JANUARY , 20 16.

Notary Public _____

                            SEAL

Signature (Prime Bidder/Proposer)
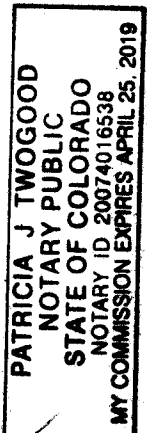
Marty Snella

Print Name

Denovo, LLC

Firm Name

1/19/16

Date

Subscribed and sworn before me

this 19th day of January , 20 16.

Notary Public _____

                            SEAL

PETITION FOR WAIVER OF MBE/WBE PARTICIPATION – FORM 3

A. BIDDER/PROPOSER HEREBY REQUESTS:

[ ] **FULL MBE WAIVER**   [X] **FULL WBE WAIVER**

[ ] **REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)**

_____% of Reduction for MBE Participation
25___% of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

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

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

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

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

[X] (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. **(Please explain)**
A waiver is requested for the full 25% WBE participation as the resources that had been provided by the MBE vendor in the past are not required to fulfill the work included in the Amendment 002.

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

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

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

[ ] (3) Timely notified and used the services and assistance of community, minority and women business organizations. **(Attach of copy written solicitations made)**

[ ] (4) Followed up on initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. **(Attach supporting documentation)**

[ ] (5) Engaged MBEs & WBEs for direct/indirect participation. **(Please explain)**

D. OTHER RELEVANT INFORMATION

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

M/WBE Utilization Plan - Form 3   Revised: 01/29/14

ACORD™   CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/21/2016

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

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

PRODUCER	CONTACT NAME: Megan Michener
BB&T - The Addis Group 2500 Renaissance Blvd Suite100 King Of Prussia, PA 19406-2639 610 279-8550	PHONE (A/C, No, Ext): 610 233-4844 FAX (A/C, No): 877 814-0545 E-MAIL ADDRESS: mmichener@bbandt.com

	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A :	Nat'l Fire Ins Co of Hartford	20478
INSURER B :	Continental Casualty Company	20443
INSURER C :	Columbia Casualty Company	31127
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Denovo Ventures Holdings LLC
6328 Monarch Park Place, Suite 200
Niwot, CO 80503

COVERAGES   CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR			6020616996	11/05/2015	11/05/2016	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$50,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC OTHER:						GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS [ ] SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			5099672411	11/05/2015	11/05/2016	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000			5099672456	11/05/2015	11/05/2016	EACH OCCURRENCE	$5,000,000
							AGGREGATE	$5,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			6022659411	11/05/2015	11/05/2016	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Cyber E&O $50K Ded.			596630552	11/05/2015	11/05/2016	$5,000,000	
C	Netwrk Sec $50K Ded			596630552	11/05/2015	11/05/2016	$5,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Cook County is recognized as Additional Insured if required by written contract or agreement.

CERTIFICATE HOLDER	CANCELLATION
Cook County Nicole Large, MPA Office of Cook County Chief Procurement Officer 118 N. Clark Street, R 1018 Chicago, IL 60602	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 *Carl M Amante*