

### AMENDMENT NO. 1

This Amendment modifies Contract No. 1418-14268, for Software and System Integration Services and Managed Service for Oracle ESB ERP Software by and between the County of Cook, Illinois, herein referred to as "County" and IBM Corporation, authorized to do business in the State of Illinois hereinafter referred to as "Contractor":

### RECITALS

Whereas, the County and Contractor have entered into a Contract approved by the County Board on September 9, 2015, (hereinafter referred to as the "Contract"), wherein the Contractor is to provide Software and System Integration Services and Managed Service for Oracle ESB ERP Software (hereinafter referred to as the "Services") from September 15, 2015 through September 14, 2020, with one (1), five-year renewal option, in an amount not to exceed \$66,546,900.00; and

Whereas, an increase in the amount of \$6,809,520.00 is required for the continuation of Services; and

Whereas, the County and Contractor desire to include additional scope of services to the Contract as per Exhibit 1; and

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

1. The Contract is increased by \$6,809,520.00 and the Total Contract Amount is revised to \$73,356,420.00.
2. The Contract is hereby amended to incorporate Exhibit 1 and made part of the Contract.
3. The attached Identification of Sub-Contractors/Suppliers/Sub-Consultants Form, MBE/WBE Utilization Plan forms and Economic Disclosures Statement are incorporated and made a part of this Contract.
4. All other terms and conditions remain as stated in the Contract.

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

County of Cook, Illinois

IBM Corporation

By: 

Chief Procurement Officer

By: 

State's Attorney (if applicable)

Signed 

JAHANSEEN ALI VAKIL  
Type or print name

EXECUTIVE CONSULTANT  
Title

Date: 11 July 2017

Date: Jun 6, 2017

EXHIBIT 1

# CHANGE ORDER SUMMARY

Change Request		Estimated Cost	Travel	Total Cost
CR14	Wave 3 HR expansion User base increase from 1000 to 23000	\$ 457,000.00	\$ 73,100.00	\$ 530,100.00
CR33	Data extraction from JDE E1 Application for the purpose of covering them into Oracle EBS Data Mapping with CCT (optional)	\$ 582,809.00	\$ 88,500.00	\$ 671,309.00
CR35	Wave 2 - Hyperion Forest Preserve budget application, reports and additional requirements for Preliminary Project book	\$ 504,000.00	\$ 75,600.00	\$ 579,600.00
CR36	Wave 3 Adding additional scope to	\$ 973,134.00	\$ 149,300.00	\$ 1,122,434.00
CR38	Additional server capacity for Oracle R12 Production to improve performance	\$ 117,343.00		\$ 117,343.00
CR40	Wave 3, UAT - changing IBM and County role from IBM Assisting to Leading the UAT and from County from leading to assisting	\$ 175,000.00	\$ 28,000.00	\$ 203,000.00
CR45	Wave 4, UAT - changing IBM and County role from IBM Assisting to Leading the UAT and from County from leading to assisting	\$ 175,000.00	\$ 28,000.00	\$ 203,000.00
CR46A	Increase production capacity for HR Self Service (Infrastructure) - changes to SOW Attachment 11	\$ 132,433.00		\$ 132,433.00
CR46B	Addition of FTP Server for Disaster recovery	\$ 167,208.00	\$ 12,100.00	\$ 179,308.00

# CHANGE ORDER SUMMARY

CR49	Wave 4, Budget amendment application utilizing the Oracle EBS	\$ 285,000.00	\$ 45,600.00	\$ 330,600.00
CR51	Wave 4, purchasing a new Polaris Associates Reporting Software Suite (purchase cost and maintenance cost)	\$ 490,363.00	\$ 12,000.00	\$ 502,363.00
CR52	More AMS resources to assist with technical issues - needed for STEP prjoect	\$ 305,000.00	\$ 22,875.00	\$ 327,875.00
CR53	Adding more memory to increase capacity for all Hyperion	\$ 189,502.00		\$ 189,502.00
CR56	Adding 2 resources Wave 2 hypercare support	\$ 213,660.00	\$ 16,000.00	\$ 229,660.00
CR57	Wave 2, Hperion additional requirements - including new functionalities	\$ 128,980.00	\$ 20,600.00	\$ 149,580.00
CR62	IBM to provide the virtual machines, install Oracle Internet Directory and Oracle Access Manager - sinle sing for the current Prod EBS, Hyperion and OBIEE systems	\$ 1,106,050.00	\$ 50,400.00	\$ 1,156,450.00
CR66	Foreset Preserve District- CAFR	\$ 163,363.00	\$ 21,600.00	\$ 184,963.00
	<b>TOTAL COST</b>			<b>\$ 6,809,520.00</b>



# PROJECT CHANGE REQUEST #14 ORGANIZATIONAL CHANGE MANAGEMENT OUTREACH SUPPORT W3 AND W4

April 28, 2017

<b>Customer Name</b>	Cook County	<b>Project Sponsor</b>	Tom Lynch
<b>Project Name</b>	STEP "ERP" Implementation	<b>Project Partner</b>	Gayle Brim
<b>Project Change Request (PCR)</b>	014 OCM/Outreach Additional Effort	<b>Project Manager</b>	Richard Lulie
<b>Requested By</b>	Tom Lynch	<b>Contract Number</b>	#1418-14268
<b>Estimated Start Date</b>	06/1/17	<b>Estimated End Date</b>	3/31/18

## 1.0 Project Change Request (PCR) Overview

Cook County has requested a change in the frequency and scope of engagement with its stakeholders within the County Bureaus, Agencies and Departments (Collectively referred to as "Offices"). The OCM team launched an Office Outreach program for Wave 1 which was instrumental in the success of the on-time implementation, and the effectiveness of the change management activities.

In the original Statement of Work Schedule 2A – Statement of Work (page 24 and 25), County responsibilities include:

The County will:

- Serve as the interface between the Transition team and the County's employees participating in the Transition to define the County's business and technical requirements for Transition and to confirm that the Transition Plan meets such requirements;
- The County management will act as a central communication and policy setting liaison to the business area management and end user communities across the organization.
- The County management will communicate the necessary contract and policy requirements as needed to the business area management and end user communities to ensure a common understanding of the new roles and responsibilities resulting from the SOW.
- Develop the Transition meetings (i.e., planning, review and status) schedule with IBM, including the frequency and location, and attend such meetings in accordance with the established schedule;



During W3 and W4, there are a more diverse set of stakeholders which will require more support to achieve the same results. In particular, the HCM stakeholder group are very widely distributed and act independently. The County team will need additional help to support the requirements and workload. A key criteria of success will be to enable this group to work effectively and support the STEP initiative. For this reason, the County identified the need for additional support for W2 and W3.

For Wave 3, the team will engage with a new and expanded set of HR leaders to support the office end-users in the Wave 3 County-wide implementation which will create a doubling of the office meeting requirement; in addition, the user base increases from ~1000 to all 23000 employees. This outreach initiative will be targeted toward contacts who will help serve as a conduit to the 23K impacted users in the various offices. Additional resources will be required to accomplish the anticipated Wave 3 outreach support, which occurs concurrently with Wave 4.

In addition to the office outreach effort required for waves 3 and 4, there will be considerably more effort required to support the communication needs for these waves. In particular, the HR community will require additional attention in the form of stakeholder management and communications.

The current non-training OCM resources include 1 OCM Leader and 1 Communications Specialist. With the recent introduction of waves 3 and 4, below is a breakdown of the estimated hours per week required by these 2 resources to support waves 2, 3 and 4. Approximately 131 hours/week are required to support the non-training OCM effort for all 3 waves. This exceeds the capacity of the 2 existing resources.

#### OCM Lead Activities

- Expanded OCM team leadership to incorporate communications and support for the new Advisory teams
- Review and QA on additional OCM and training deliverables for waves 3 and 4
- Prepare for and attend expanded wave 3 Office Outreach network sessions, including creation of materials, tracking the office readiness dashboard status and follow-up of all action items
- Prepare for and attend expanded wave 4 Office Outreach network sessions, including creation of materials, tracking the office readiness dashboard status and follow-up of all action items
- Prepare additional Wave 3 & 4 ongoing stakeholder management meetings for the larger stakeholder wave 3 community

#### Communications Specialist Activities

- Expand the communications plan to incorporate Advisory groups and larger wave 3 stakeholder communities for wave 3
- Drafting, producing and facilitating the distribution of all wave 3 communications content
- Drafting, producing and facilitating the distribution of all wave 4 communications content
- Conduct wave 3 change impact analysis for the distributed HR agencies, including documentation and distribution of results
- Conduct wave 4 change impact analysis, including documentation and distribution of results
- Maintain the STEP ERP portal (including content updates and ongoing design changes)
- Prepare and coordinate the various governance meetings (Steering Committee meeting, Sponsor meetings, Town Halls, Wave kick-off meetings, etc..) and general admin tasks requested by teams across all waves



- Attend CRP, SIT, UAT and other testing/training sessions to get target communications and general change management strategies to advisors and outreach community
- Attend and prepare for weekly OCM team meetings
- Attend and provide support for Wave 3 Office Outreach meetings
- Attend and provide support for Wave 4 Office Outreach meetings
- Facilitate and host communications meetings with Wave 3 Project Manager (PM)
- Facilitate and host communications meetings with Wave 4 Project Manager (PM)

## 2.0 SOW Updates

IBM will take the primary responsibility to coordinate, prepare and follow up on Outreach activities, with the County moving to assist.

## 3.0 Scope Section

The Organizational Change Management Plan will be expanded to include additional meetings for Waves 3 and 4 Office Readiness Leaders, Advisory Group, and HR County Wide Commissioners Stakeholder groups. This includes expansion of the follow-up activities as well as the additional communications activities.

The Statement of Work Schedule 2A – Statement of Work County will be modified as follows:

IBM Will:

- Communicate the new policies and process requirements as needed to business area management and end user communities to ensure a common understanding of the new roles and responsibilities resulting from the SOW.
- Develop the Transition meetings (i.e., planning, review and status) schedule with the County, including the frequency and location, and attend such meetings in accordance with the established schedule
- Provide additional communications to the advisory groups, including supplemental workshops
- Conduct a second set of stakeholder meetings with the Commissioner's Offices who are not a part of the Advisory team
- Provide a SME (4-6 weeks) for periodic updates to the STEP
- Post content to the portal

## 4.0 IBM Responsibility

The SCOPE changes Schedule 2A – Statement of Work: Attachment 10 – Organization and Training in Scope. It adds the following responsibilities to IBM.

Establish an Outreach-based OCM process with the following attributes:

1. Organize and launch the W3 and W4 Office Outreach contacts



2. Create a Task List for Office Outreach representatives to execute
3. Schedule and conduct regular meetings with Outreach representatives.
4. Establish an Advisor Stakeholder Group for Wave 3
5. Post content to the portal for Waves 3 and 4
6. Deliver Wave 3 & 4 communications activities, per the Wave 3 & 4 communications plans

## 5.0 Cook County Responsibilities

The responsibilities listed below will be added to the current section 3.3.6 Construction Phase, under Additional County Construction Phase Responsibilities:

The County will:

1. Approve OCM materials and help to remove barriers to approvals on OCM materials
2. Confirm required County participants in various project organizational structures (Office Readiness Leaders, Change Agents, etc.)
3. Be accountable for scheduling and ensuring County participation in testing and training.
4. Ensure access to County or other facilities for meetings, testing and training.

Removed from County Responsibility:

1. The County management will communicate the necessary contract and policy requirements as needed to the business area management and end user communities to ensure a common understanding of the new roles and responsibilities resulting from the SOW.
2. The county will develop the transition meetings (i.e., planning, review and status) schedule with IBM, including the frequency and location, and attend such meetings in accordance with the established schedule

## 6.0 Deliverable Materials

IBM will provide Cook County with reporting on Office Outreach tasks and outcomes as a part of the Monthly OCM report.

## 7.0 Completion Criteria

IBM will have fulfilled its obligations under this PCR when any one of the following first occurs:

- o IBM completes the W3 and W4 meetings within the currently scheduled timelines and
- o IBM completes the deliverables per the Billing Milestones schedule
- o IBM satisfies the Completion Criteria set forth in Section 4.0 IBM Responsibilities and delivers the item described in Section 6.0 Deliverable Materials; or
- o Cook County or IBM terminates the Services in accordance with the provisions of the SOW





## 8.0 Charges

Total Deliverable Charges are a Fixed Fee of USD \$457,000 payable according to the following deliverables:

### Billing milestones:

W0-3.18	Change Management Activities Monthly Status Report	Jun-17	\$45,700
W0-3.19	Change Management Activities Monthly Status Report	Jul-17	\$45,700
W0-3.20	Change Management Activities Monthly Status Report	Aug-17	\$45,700
W0-3.21	Change Management Activities Monthly Status Report	Sep-17	\$45,700
W0-3.22	Change Management Activities Monthly Status Report	Oct-17	\$45,700
W0-3.23	Change Management Activities Monthly Status Report	Nov-17	\$45,700
W0-3.24	Change Management Activities Monthly Status Report	Dec-17	\$45,700
W0-3.25	Change Management Activities Monthly Status Report	Jan-18	\$45,700
W0-3.26	Change Management Activities Monthly Status Report	Feb-18	\$45,700
W0-3.27	Change Management Activities Monthly Status Report	Mar-18	\$45,700

Invoicing terms are included in Section 4 – Invoicing of Schedule 3 Fees.

Cook County will be billed for travel and living costs as incurred (including actual transportation and lodging, and per diem meal expenses). For this PCR, travel and living costs are estimated to be \$73,100 USD and will be billed per SOW terms and conditions. The prices quoted here reflect IBM's current prices as of this document date and are valid for 60 days from document date unless otherwise noted.



## 9.0 Terms for this Change Authorization

This PCR amends the Software and System Integration Services and Managed Services for Oracle EBS ERP Software as per Contract #1418-14268 signed September 28, 2015 and takes precedence over that SOW, MSA, and all attachments and exhibits (that are part of the contract) and all prior PCRs still in effect with regards to the content in this PCR. All other terms in the referenced Statement of Work (SOW), MSA, and all prior PCRs are still in effect and applicable. IBM Customer Agreements referenced in the SOW are not affected by this PCR and remain in full force and effect.

Approved by:

_____	_____	_____	_____
	Date		Date
Name: Tom Lynch		Name: Gayle Brim	
For Cook County Government		For International Business Machines (IBM)	



# PROJECT CHANGE REQUEST #45 WAVE 4 UAT MANAGEMENT RESOURCES

April 28, 2017

	Cook County		Tom Lynch
	STEP Project		Gayle Brim
	045 – Wave 4 UAT Lead		Rich Lulie
	Tom Lynch		#1418-14268
	12/15/2017		02/28/2018

## 1.0 Project Change Request (PCR) Overview

In the Cook County ERP Project Statement of Work, the County is to be responsible for leading the UAT. The county has requested that IBM provide resources to lead this effort for Wave 4.

## 2.0 SOW Updates

This PCR modifies Section 2.2. IBM Project Team Roles and Responsibilities of the SOW and 2.3 County Project Team Roles and Responsibilities.

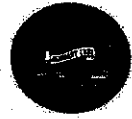
Table 3.3.7-1 will be changed as follows:

Table 3.3.7-1: Transition Phase

Task/Milestone Name	County	IBM
Perform one User Acceptance Test	Lead Assist	Assist Lead

## 3.0 Scope Section

IBM will provide UAT (Test) Management resources to lead and manage UAT activities for the STEP project as per Schedule 2A – Statement of Work. Project roles and periods of performance are as follows:



UAT Testing Lead (Functional Team Lead)	Onsite	12/15/17	02/28/18
UAT Testing Analyst (Junior Functional Consultant – Part time)	Onsite	12/15/17	02/28/18

The additional IBM resources will be responsible for leading the following UAT responsibilities:

1. Manage UAT Testing Schedule
2. Coordinate Test Cases schedule with the County SME
3. Report and Provide Test cases progression on a weekly basis
4. Provide Defect Management and Reporting on a weekly basis
5. Provide Weekly UAT Reporting and Escalation
6. Coordinate and manage final user testing acceptance

#### 4.0 IBM Responsibility

The following will be added to 2.2. IBM Project Team Roles and Responsibilities:

UAT Testing Lead (Functional Team Lead)	<ul style="list-style-type: none"><li>• Manage UAT Testing Schedule</li><li>• Provide Defect Mgmt and Reporting on a weekly basis</li><li>• Provide Weekly UAT Status Reporting and Escalation</li></ul>	1
UAT Testing Analyst	<ul style="list-style-type: none"><li>• Assist UAT Testing Lead with UAT Schedule</li><li>• Assist with UAT tracking and defect resolution and reporting</li></ul>	0.50

#### 5.0 Cook County Responsibilities

The following will be added to 2.3 County Project Team Roles and Responsibilities under County Functional Leads:



1. Assist IBM test lead with UAT schedule and County resources
2. Participate in User Acceptance Test
  - a. Perform tests
  - b. Provide feedback on tests (i.e. pass/fail) and details around defects
  - c. Retest as required
3. Coordinate and manage final user testing acceptance and signoff with:
  - a. County Hospital
  - b. County Forest Preserve
  - c. County Office of Treasury
  - d. County Office under the President

## 6.0 Deliverable Materials

The following deliverables will include the UAT test management activities and results as a part of deliverables listed below for Wave 4.

W4-37	Deliver User Acceptance Testing (UAT) Orientation/Training	New	Transition
W4-38	UAT Testing Report	New	Transition

## 7.0 Completion Criteria

IBM will have fulfilled its obligations under this PCR when any one of the following first occurs:

- a. UAT Test cases are executed and priority 1 & 2 defects have a mitigation plan
- b. IBM satisfies the Completion Criteria set forth in Section 4.0 IBM Responsibilities and delivers the item described in Section 5.0 Deliverable Materials; or
- c. Cook County or IBM terminates the Services in accordance with the provisions of the SOW

The current estimated project schedule or completion Criteria will not be impacted by this PCR. Cook County can extend these resources beyond planned duration based on the written approval and execution of another PCR.



## 8.0 Charges

Total fees for the change request is USD \$175,000 on a fixed fee basis and payable according to the following schedule and deliverables:

W4-37	Deliver User Acceptance Testing (UAT) Orientation/Training	Jan, 2018	\$87,500	\$8,750	\$78,750
W4-38	UAT Testing Report	Feb, 2018	\$87,500	\$8,750	\$78,750
W4-M7	Quality Gate Check – Test Phase	Feb, 2018			\$17,500

Cook County will be billed actual travel and living costs (including actual transportation and lodging, and per diem meal expenses) estimated at 16% of professional services charges. For this PCR, it is estimated to be \$28,000 USD and will be billed as per SOW terms and conditions.

The price quoted here is valid for 60 days from document date unless otherwise noted.

## 9.0 Terms for this Change Authorization

This PCR amends the Software and System Integration Services and Managed Services for Oracle EBS ERP Software as per Contract #1418-14268 signed September 28, 2015 and takes precedence over that SOW, MSA, and all attachments and exhibits (that are part of the contract) and all prior PCRs still in effect with regards to the content in this PCR. All other terms in the referenced Statement of Work (SOW), MSA and all prior PCRs are still in effect and applicable IBM Customer Agreements referenced in the SOW are not affected by this PCR and remain in full force and effect.

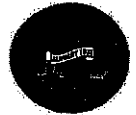
Approved by:

\_\_\_\_\_  
For Cook  
County  
Government

\_\_\_\_\_  
Date

\_\_\_\_\_  
For International  
Business Machines  
(IBM)

\_\_\_\_\_  
Date



# PROJECT CHANGE REQUEST # 033 WAVE 3 - DATA TRANSFORMATION

April 28, 2017

	Cook County		Tom Lynch
	STEP "ERP" Implementation		Gayle Brim
	PCR033 JDE HR Legacy Master Data Transformation		Richard Lulie
	Tom Lynch		#1418-14268
	05/15/2017		12/15/2017

## 1.0 Project Change Request (PCR) Overview

Cook County currently has a legacy JDE application that houses the HR data and transactions. Cook County is also implementing Human Capital Management in Oracle E-Business Suite (EBS). JDE currently has over 30 years of HR data with records that may have significant deficiencies. The condition of the data as it relates to valid content, acceptable values and format conditions creates a risk to converting the data into Oracle EBS. The JDE application is maintained by the Bureau of Technology (BOT) and with a third party vendor, Denovo. This PCR is limited to data transformation of master data elements extracted from the JDE (E1) application, for the purposes of converting such data into Oracle EBS.

This PCR has been requested by Cook County for the following:

- Identify master data elements and data sets in Oracle EBS that will be used for transforming extracted E1 application data
- Map master data elements in EBS to E1 data elements
- Provide the ability to create and maintain mapping of data elements between E1 and EBS (Optional Task)
- Continue to provide in a production environment the mapping tool to map data elements between CC Time and EBS (Optional Task)
- Identify and apply business rules to data extracted from E1 to match EBS business rules as it applies to the master data element (Optional Task)



- F. Transformation of master data elements to satisfy EBS business rules and validations
- G. Oversee and manage the data transformation process, including providing guidance, feedback and corrections to Denovo on data being extracted from E1 application.
- H. Provide continuous feedback to Denovo on data that is rejected by EBS with recommendations for Cook County or Denovo to fix the data

Given that data transformation tends to be an iterative exercise, and that business rules corresponding to EBS will be applied on data extracted from the JDE E1 application, there is a critical dependency on Cook County personnel to validate the data sets that will be used in Oracle EBS, the business rules applied to JDE data and outcomes. This PCR is proposed as a Fixed Price Effort based on the assumption that Cook County Personnel will provide master data sets used for transformation in a timely manner, and if needed, will provide feedback and guidance on E1 data being rejected by EBS.

Since the data being extracted from E1 is only being transformed either through derived business rules or master data element mappings, Cook County needs to be aware that despite our efforts to transform the data, there may be instances wherein data cannot be transformed or if transformed and converted into EBS, could still be inaccurate. It should also be noted that the data under consideration will be limited to JDE E1 data for conversion.

If the start date moves, less data will be converted and reconciled. The Cook County team will need to support a compressed data reconciliation process. Defaults will be more widely utilized, and more data issues will occur at go-live. IBM does not recommend going live with fewer than three conversion cycles.

Note: The first file conversion extract file must be received from Denovo by 5/15 to support normal test cycles and lead time for County validators. If the conversion file is received later than 6/1, one conversion test cycle will be eliminated. IBM does not recommend going live with fewer than 3 conversion cycles.

## 2.0 SOW Updates

This PCR amends the SOW agreed to between Cook County and IBM, with the inclusion of master data transformation and application of business rules to HR and Payroll data extracted from JDE (E1) to be performed prior to the go live of Oracle EBS HCM.

## 3.0 Scope Section

The scope for the work will include the following:

1. Identify master data elements in Oracle EBS, based on standard configurations





2. Identify, collect and validate populate data sets for master data elements that are in accordance with current business rules in Oracle EBS
3. Populate and maintain data sets for master data elements in staging tables
4. Identify the business rules that are critical for successfully loading data into Oracle EBS
5. Map the transformations needed for master data elements by mapping JDE data elements to Oracle EBS master data elements
6. Identify business rules that need to be applied for conversion data for dates, aggregations and other calculations
7. Develop data transformation rules for JDE data extracted by applying business rules validated by the County
8. Review and identify JDE data that needs to be corrected prior to running conversion routines and subsequent iterations
9. Provide recommendations and remedial actions for data exceptions
10. Coordinate work with the Denovo team to ensure Denovo understands the requirements and provide valid data sets for conversion
11. Project planning, monitoring and reporting for data transformation activities of master data elements, collecting and validating data value sets
12. Create staging tables for master data elements, data values, calculated attributes, etc.
13. Run conversion programs in EBS to identify and develop patterns for data that is rejected
14. Provide a validation report for each conversion routine that identifies data extract load errors
15. Refine programs after each iterative "learning" to validate that the algorithms designed include more rules and can fine tune the extracts limiting errors in subsequent extracts

Optional Deliverables:

1. Design and develop two (2) mapping forms for mapping and maintaining E1 and CC Time master data maps with Oracle EBS
2. Productionize CC Time form for any subsequent changes to mapping and / or mapping values between CC Time and EBS

#### **4.0 IBM Responsibilities**

IBM will:



- Provide technical and functional staff who are well versed in Oracle HCM EBS data structures and EBS to design and develop code for transformations, forms and exception reports
- Provide a lead data analyst who will interface with Denovo, Cook County HR team, and Cook County ERP group to present data issues and recommendations
- Design transformation rules for JDE E1 master data to master data elements in Oracle EBS. Transformation rules will be limited to master data elements in EBS
- Design and code business rules for data extracted from JDE E1
- Provide data exception reports and recommended remedial action for data exceptions to Denovo and Cook County
- Provide forms to configure and maintain master data element mapping (Optional deliverable)
- Provide security access to create objects in the conversion database
- Provide security access to create, test and deploy forms and reports
- Support the current W3CNV instance as a separate instance to be used for data transformation

## 5.0 Cook County Responsibilities

The County will:

- a. Provide Denovo extract files per the project plan dates for data transformation activities
- b. Provide a Denovo team that will work with the IBM team to transform master data
- c. Ensure that the Denovo team will take direction as needed from IBM team to complete tasks related to data extraction and transformation of JDE E1 data
- d. Ensure that Denovo team has sufficient and skilled resources to complete assigned tasks within specified durations
- e. Provide escalation processes within the County for work not completed by Denovo in a timely manner
- f. Design and develop programs to extract required data from JDE E1, either through BOT or Denovo
- g. Correct as much data as is realistically possible prior to the data extract to ensure accuracy for both data and transformation
- h. Resource assignments and commitments from Cook County for data transformation
- i. Cook County Personnel will validate business rules and data sets that will be used for transforming data within a specified duration and dedicate enough personnel
- j. Review data entry/updates for data exceptions based on recommended remedial actions in a timely manner



- k. Cook County is responsible for all data changes that need to be made to JDE E1 data and is responsible to ensure its accuracy
- l. To maintain schedule. Denovo will provide the initial extract by 5/15 to support normal test cycles and lead time for County validators. If the conversion file is received later than 6/1, one conversion test cycle will be eliminated. IBM does not recommend going live with fewer than 3 conversion cycles
- m. If the start date moves, less data will be converted and reconciled. The Cook County team will need to support a more compressed data reconciliation process. Defaults will be more widely used, more data issues will occur at go-live.
- n. Signature after June 8<sup>th</sup> will place project delivery at risk since there may be inadequate time to conduct the needed test conversions.

## 6.0 Deliverable Materials

- Project Plan and monthly status for data transformation tasks
- Identification of master data elements and data set values
- Transformation business rules, default values and derived business rules
- 2 Forms for entry and maintenance of data mapping for master data elements in Oracle EBS - one for JDE and the other for CC Time(optional deliverables)
- Exception/error reports on data that fail conversion into Oracle EBS

## 7.0 Completion Criteria

For work specified in this PCR, IBM will have fulfilled their obligations under this PCR when any one of the following first occurs:

- IBM satisfies the Completion Criteria set forth in Section 4.0 IBM Responsibilities and delivers the item described in Section 6.0 Deliverable Materials; or
- Cook County or IBM terminates the Services in accordance with the provisions of the SOW

## 8.0 Charges

The fees for the project are a firm fixed price. The charges for the effort are \$671,309.

Credits: Per the original SOW, Cook County wanted to transform and convert 5 years of historical data. It is now being proposed that Cook County will be providing only current data to be transformed and converted. While the level of effort for designing and developing transformation routines remain the same, some efficiency may be gained by reducing the amount of testing, handling of exceptions, data corrections and recommendations. A credit of \$88,500 is being provided to reduce the overall cost of this effort.



STEP Project  
Project Change Request 033  
JDE Legacy HR Data Quality Check and Data Transformation



The net firm fixed price charge for this PCR is \$582,809.

The project will be billed according to the billing schedule below:

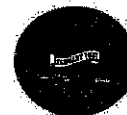
Deliverable / Milestone	Deliverable or Milestone Title/Description	Estimated Completion Month	Contract Payment	Net Amount	Net Amount
W3-4	Baseline Resource Loaded Project Schedule	May-17	\$43,028	\$4,303	\$38,725
W0-2.20	Project Management Activities / Monthly Status Report	May-17	\$22,300	\$0	\$22,300
W3-M1	Quality Gate Check – Initiation/Concept Phase	May-17			\$4,303
W3-19	Functional Specifications for Data Conversion	May-17	\$139,991	\$13,999	\$125,992
W0-2.21	Project Management Activities / Monthly Status Report	Jun-17	\$22,300	\$0	\$22,300
W3-M4	Quality Gate Check – Design Phase (Functional)	Jun-17			\$13,999
W3-32	Data Conversion Implementation and Reconciliation Proof Documentation	May-17	\$97,104	\$9,710	\$87,394
W3-34	System and Integration Testing (SIT) Results Documentation	Sep-17	\$73,028	\$7,303	\$65,725
W0-2.25	Project Management Activities / Monthly Status Report	Oct-17	\$22,300	\$0	\$22,300
W3-M6	Quality Gate Check – Development Phase	Sep-17			\$17,013
W3-38	UAT Testing Report	Dec-17	\$66,514	\$6,651	\$59,863
W0-2.27	Project Management Activities / Monthly Status Report	Dec-17	\$22,300	\$0	\$22,300
W3-M7	Quality Gate Check – Test Phase	Dec-17	\$0		\$6,651
W0-2.28	Project Management Activities / Monthly Status Report	Jan-18	\$22,308	\$0	\$22,308
W3A-M9	Final Acceptance	Jan-18	\$51,636		\$51,636
	Totals		\$582,809	\$41,966	\$582,809

Cook County will be billed actual travel and living costs (including actual transportation and lodging, and per diem meal expenses) estimated at \$88,500 USD. These expenses will be billed as per SOW terms and conditions.

The price quoted here is valid for 30 days from document date unless otherwise noted.

Optional Charges:

Deliverable	Fees
Form for entry and maintenance of data mapping for E1 master data elements in Oracle EBS (includes functional design, technical design, development and testing)	\$16,000
Form for entry and maintenance of data mapping for CC Time in Oracle EBS (includes functional design, technical design, development and testing)	\$16,000



Invoicing terms are included in Section 4 – Invoicing of Schedule 3 Fees.

### 9.0 Terms for this Change Authorization

This PCR amends the Software and System Integration Services and Managed Services for Oracle EBS ERP Software as per Contract #1418-14268 signed September 28, 2015 and takes precedence over that SOW, MSA, and all attachments and exhibits (that are part of the contract) and all prior PCRs still in effect with regards to the content in this PCR. All other terms in the referenced Statement of Work (SOW), MSA and all prior PCRs are still in effect and applicable IBM Customer Agreements referenced in the SOW are not affected by this PCR and remain in full force and effect.

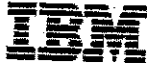
Approved by:

\_\_\_\_\_  
For Cook County  
Government

\_\_\_\_\_  
Date

\_\_\_\_\_  
For International  
Business Machines (IBM)

\_\_\_\_\_  
Date



# PROJECT CHANGE REQUEST #35

## WAVE 2 REVISED SCOPE (ADDITIONAL BUDGET BOOKS)

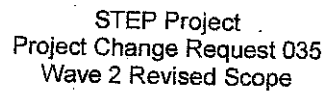
April 28, 2017

Client	Cook County	Project Sponsor	Tom Lynch
Project Name	STEP Project (Wave2 – Hyperion)	Project Manager	Gayle Brim
Project Number	035 Wave 2 Revised Scope	Project Number	Rich Lulie
Project Lead	Tom Lynch	Project Number	#1418-14268
Project Start Date	5/1/2017	Project End Date	09/30/2017*

\* To be reevaluated based on actual Start Date

### 1.0 Project Change Request (PCR) Overview

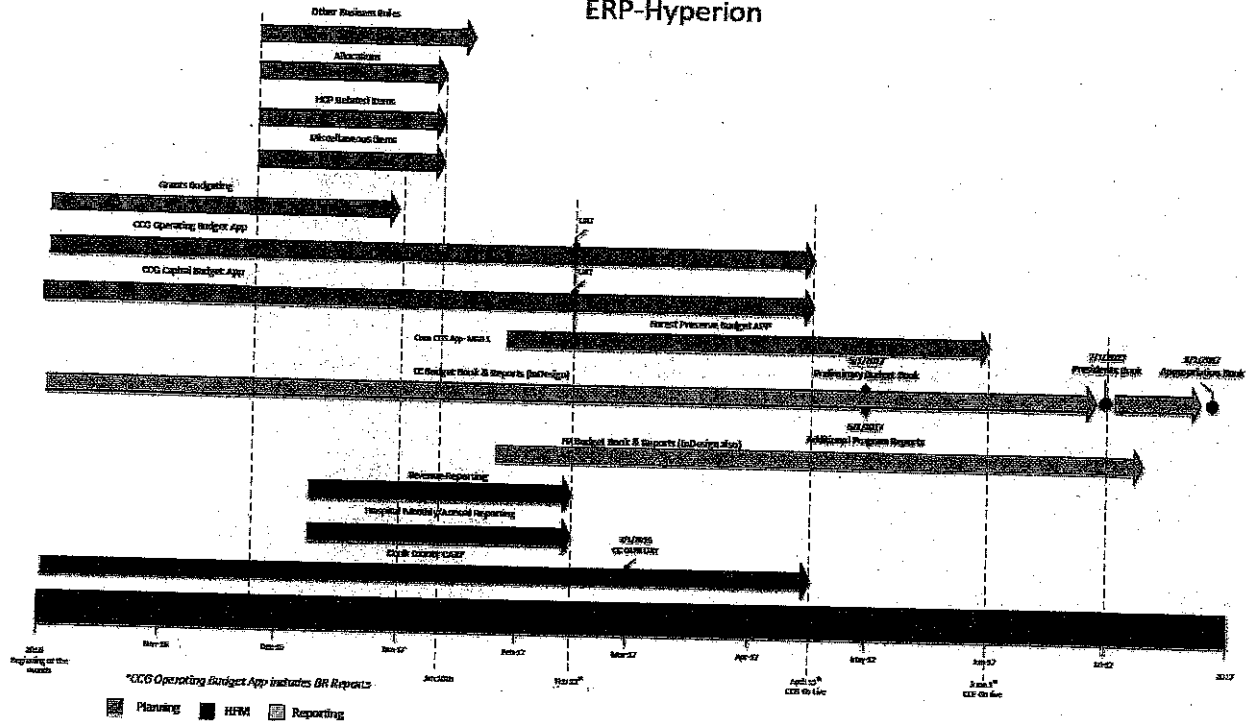
Cook County has requested that IBM include additional requirements and RICE for the Wave 2 Hyperion implementation scope for design, development and testing. The requirements were reviewed in detail and specific custom elements were reviewed to determine exact fit based on the applications and county processes. This project change request (PCR) addresses these requirements as listed in Attachment A. These requirements include the Forest Preserve Budget Application, the Forest Preserve Budget Book Reports, the Preliminary Projection Book, and additional Reports by Program, and 2 interfaces.



This PCR also updates the timeline as follows:

## Project Plan Timeline

### ERP-Hyperion



This change order depends upon the following assumptions for County participation:

### General Assumption

- Vincent Patterson must be allocated as an SME for at least 10 hours a week
- All submitted deliverables such as functional and technical design documents must be approved or will be considered accepted within 5 days of submission

## 2.0 SOW Updates

This PCR modifies Section 1.1 Functional Scope and Section 3.3.6 Construction Phase of the SOW.

### 3.0 Scope Section

The Wave 2 requirements and RICE objects were reviewed with the County offices to determine their need to be included for the project implementation.



### **3.1 Requested New Functionality**

The updated requirements will be delivered as defined in **Attachment A Updated Requirements**.

The new requirements and/or modified requirements have been discussed with the Cook County team and grouped into mini projects. Below is the list of new projects.

#### **3.1.1 Forest Preserve Budget App (Excluding HFM)**

**Summary:**

Clone existing CCG application for Forest Preserve for position budgeting, revenue and expense budgeting

**Assumptions:**

- We assume that all Forest Preserve objects such as task list, business rules and processes are identical to CCG
- We assume that only modification is to convert fiscal year to calendar year for Forest Preserve

**Requirements Addressed:**

- FG1 - The system should provide a budgeting process for the Forest Preserve

#### **3.1.2 Forest Preserve Budget Book Reports**

**Summary:**

Build Forest Preserve Budget Book and reporting content.

**Assumptions:**

- All reports are sourced from Hyperion Planning (none provided from an outside source)
- Metadata and rollups exist for all report scenarios.
- HFR calculations are minimal and not overly complex.
- Development sign off is not delayed from "what-if" changes.
- Efficiencies between building Executive Recommendation and Appropriation Bill reports accounted for

**Requirements Addressed:**

- FG17- Forest Preserve Reports

#### **3.1.3 Preliminary Projection Book**

**Summary:**





Build 50-page book that includes 9 distinct reports (FY2017 Special Purpose Fund Projections will need to come from outside of Hyperion).

**Assumptions:**

- It is assumed no format changes

**Requirements Addressed:**

- FG20 - Additional request for producing the Preliminary Budget Book

### 3.1.4 Additional Reports by Program

**Summary:**

Build 25 new reports to support Program budgeting.

**Assumptions:**

- We assume 25 additional reports however Tanya will provide actual report count

**Requirements Addressed:**

- FG19 - Additional request for Budget Book Reports by Program

### 3.2 Removed Requirements

- N/A

### 3.3 Wave 2 – Interfaces (RICE)

**Summary:**

The following table defines additional RICE items added to the Wave 2 Implementation Scope for design, development, and testing:

**Assumptions:**

- Batch is the same for the interfaces
- Email notification is the same for the interfaces
- The existing amendment system will be updated by Cook County. Cook County will provide integration requirements for the interface from Hyperion.
- The Amendment interface is a one way outbound interface from Hyperion to the cook County Amendment System
- Data Load Mappings need to be provided for Task
- Data Load Mappings need to be provided for Fund
- Data Load Mappings need to be provided for Account dimension
- Data Load Mappings need to be provided for Program dimension



- Account, Task, Program and Fund dimensions will be maintained manually in HP CCGCAPEX Application
- FDMEE metadata rules will be used to import dimension members for Entity (Office) and Project
- FDMEE Open Interface Adapter will be used (Custom Interface)
- ODI Agent will be used for the integration
- Event script in FDMEE will be used to Extract data EBS to FDMEE staging table
- Python script will be used for the Email Notification
- Functional requirements have to be signed off before development begins.

**Interface Requirements Addressed:**

1	High	Position Budgets (Hyperion to EBS)
2	High	Capital Projects from EBS to Hyperion
3	High	Projects from Hyperion to EBS
4	High	HCM Position Data (EBS HCM to Hyperion HCP)
5	Medium	Project Budget from Hyperion to Legacy Amendment Application

#### 4.0 IBM Responsibility

The SCOPE changes listed in this PCR Section 3.0 (Scope) will be added into the current SOW section 3.3.6 Construction Phase.

IBM will update the following documents to reflect changes in design and future functionality:

1. Functional Design Documents
2. Functional Specifications for the additional RICE (Reports and Interfaces)
3. Technical designs for the additional RICE (Reports and Interfaces)
4. Built code, unit tested and delivered to the SIT/UAT environment
5. Business Requirements and Traceability Matrix (RTM)
6. Training on new functional requirements and Hyperion application functionality

#### 5.0 Cook County Responsibilities

The responsibilities listed below will be added to the current section 3.3.6 Construction Phase, under Additional County Construction Phase Responsibilities:

County team will:

1. Sign off on all submitted deliverables before enhancement work can start



2. Support discussions on policy issues and arrive at a timely decision
3. Be available to determine different sources of data for the newly added RICE items
4. Support requirements and functional design discussions for reports and interface to arrive at a timely decision
5. Provide and assist in mapping the users to roles for Wave 2 implementation for new Reports and Interfaces
6. County resources will update the existing Amendment application to support the new chart of accounts (COA)

## 6.0 Deliverable Materials

The following deliverables listed below are part of the signed contract and will add RICE items per this change request.

- W2-26.1 Technical Specifications for Interfaces and Systems Integration
- W2-M5 Quality Gate Check – Design (Technical)
- W2-31 Interfaces and Integration Development and Documentation
- W2-M6 Quality Gate Check – Development Phase
- W2-37 User Acceptance Testing (UAT) Orientation/Training Report
- W2-38 UAT Testing Report
- W2-M7 Quality Gate Check – Test Phase
- W2A-43 Cut Over Plan and Go-Live Communications Package
- W2A-44 Go Live Readiness Checklist Assessment
- W0-2.20 Project Management Activities / Monthly Status Report
- W2A-M8 Quality Gate Check – Implementation Phase – Go Live
- W2A-47 Implement Cut-Over (Go-Live)
- W2A-M9 Final Acceptance
- W2-34.1 System and Integration Testing (SIT) Results Documentation
- W2-35.1 User Acceptance Test (UAT) and Performance Test Plan
- W2A-43.1 Cut Over Plan and Go-Live Communications Package
- W2A-44.1 Go Live Readiness Checklist Assessment
- W2A-M8.1 Quality Gate Check – Implementation Phase – Go Live
- W2A-47.1 Implement Cut-Over (Go-Live)
- W2A-M9.1 Final Acceptance

## 7.0 Completion Criteria

IBM will have fulfilled its obligations under this PCR when any one of the following first occurs:

- o IBM documents and deliver the following items to appropriate Cook County stakeholders for the newly added Requirements and RICE items:



1. Functional design specifications
  2. Technical design specifications
  3. Code built & delivered to SIT
  4. Business Requirements Traceability Matrix and
  5. Training Materials
- o IBM satisfies the Completion Criteria set forth in Section 4.0 IBM Responsibilities and delivers the item described in Section 6.0 Deliverable Materials; or
  - o Cook County or IBM terminates the Services in accordance with the provisions of the SOW

## 8.0 Charges

Total Deliverable Charges are a Fixed Fee of USD \$504,000 payable according to the following deliverables:

### Billing milestones:

Deliverable ID	Deliverable Description	Start Date	Estimated Cost	Actual Cost	Remaining Balance
W2-26.1	Technical Specifications for Interfaces and Systems Integration	Feb, 17	\$125,000	\$ 12,500	\$112,500
W2-M5	Quality Gate Check – Design (Technical)	Feb, 17			\$12,500
W2-31	Interfaces and Integration Development and Documentation	May, 17	\$125,000	\$12,500	\$112,500
W2-M6	Quality Gate Check – Development Phase	Mar, 17			\$12,500
W2-37	User Acceptance Testing (UAT) Orientation/Training Report	Apr, 17	\$15,500	\$1,550	\$13,950
W2-38	UAT Testing Report	Apr, 17	\$15,500	\$1,550	\$13,950
W2-M7	Quality Gate Check – Test Phase	Apr, 17			\$3,100
W2A-43	Cut Over Plan and Go-Live Communications Package	May, 17	\$15,500	\$1,550	\$13,950
W2A-44	Go Live Readiness Checklist Assessment	May, 17	\$15,500	\$1,550	\$13,950
W0-2.20	Project Management Activities / Monthly Status Report	Mar, 17	\$39,000	-	\$39,000
W2A-M8	Quality Gate Check – Implementation Phase – Go Live	May, 17			\$3,100
W2A-47	Implement Cut-Over (Go-Live)	Jun, 17	\$15,500	\$1,550	\$13,950
W2A-M9	Final Acceptance	Jun, 17			\$1,550
W2-34.1	System and Integration Testing (SIT) Results Documentation	Aug, 17	\$27,500	\$ 2,750	\$24,750
W2-35.1	User Acceptance Test (UAT) and Performance Test Plan	Sep, 17	\$27,500	\$ 2,750	\$24,750
W2A-43.1	Cut Over Plan and Go-Live Communications Package	Sep, 17	\$27,500	\$ 2,750	\$24,750



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Deliverable ID	Deliverable Description	Start Date	Estimated Cost	Fixed Fee	Total
W2A-44.1	Go Live Readiness Checklist Assessment	Sep, 17	\$27,500	\$ 2,750	\$24,750
W2A-M8.1	Quality Gate Check – Implementation Phase – Go Live	Aug, 17			\$2,750
W2A-47.1	Implement Cut-Over (Go-Live)	Sep, 17	\$27,500	\$ 2,750	\$24,750
W2A-M9.1	Final Acceptance	Sep, 17			\$11,000
	Total				\$504,000

Invoicing terms are included in Section 4 – Invoicing of Schedule 3 Fees. A 10% holdback for the Fixed Fee will be paid as part of the Quality Gate Check Milestone that occurs after the completion of the Deliverable.

Cook County will be billed for travel and living costs (including actual transportation and lodging, and per diem meal expenses) estimated at 15% of professional services charges. For this PCR, travel and living costs are estimated to be \$75,600 USD and will be billed per SOW terms and conditions.

The prices quoted here reflect IBM's current prices as of this document date and is valid for 30 days from document date unless otherwise noted. The go live date will be reevaluated based on the actual signature date for this PCR.

## 9.0 Terms for this Change Authorization

This PCR amends the Software and System Integration Services and Managed Services for Oracle EBS ERP Software as per Contract #1418-14268 signed September 28, 2015 and takes precedence over that SOW, MSA, and all attachments and exhibits (that are part of the contract) and all prior PCRs still in effect with regards to the content in this PCR. All other terms in the referenced Statement of Work (SOW), MSA, and all prior PCRs are still in effect and applicable. IBM Customer Agreements referenced in the SOW are not affected by this PCR and remain in full force and effect.

Approved by:

Name: Tom Lynch

For Cook County Government

Date

Name: Gayle Brim

For International Business Machines (IBM)

Date



## Attachment A – Updated Requirements

The following modifications to requirements are included in this PCR.

FG13	Fit/Gap Sessions	Not In Original Requirements	Create an interface extract that will support reporting in Hyperion that will allow users to report the Original Budget by Position and compare it to the Current Budget by Position	Added to Scope
HFG15	Fit/Gap Sessions	Not In Original Requirements	Number of Capital Asset Projects by Function/Program	Added to Scope
HFG16	Fit/Gap Sessions	Not In Original Requirements	Operating Indicators by Function/Program Last Ten Fiscal Years	Added to Scope
HFG17	Fit/Gap Sessions	Not In Original Requirements	Full-time Equivalent District's Government Employees by Function	Added to Scope
HFG18	Fit/Gap Sessions	Not In Original Requirements	Cook County's 10 Largest Employers	Added to Scope
HFG19	Fit/Gap Sessions	Not In Original Requirements	Demographic and Economic Statistics - Cook County	Added to Scope
HFG21	Fit/Gap Sessions	Not In Original Requirements	Table 1 - Condensed Statements of Net Position DIMS : OBJECT CODE, YEAR	Added to Scope
HFG22	Fit/Gap Sessions	Not In Original Requirements	Investments	Added to Scope
HFG23	Fit/Gap Sessions	Not In Original Requirements	Table 1 - Condensed Statements of Activities DIMS : OBJECT CODE, YEAR	Added to Scope
HFG24	Fit/Gap Sessions	Not In Original Requirements	Government Revenues by Source	Added to Scope
HFG25	Fit/Gap Sessions	Not In Original Requirements	Government Expenses by Function	Added to Scope
HFG26	Fit/Gap Sessions	Not In Original Requirements	Table 3 - Capital Assets (Net of Depreciation) DIMS : OBJECT CODE, YEAR	Added to Scope
HFG27	Fit/Gap Sessions	Not In Original Requirements	Table 4 - Long-Term Debt DIMS : OBJECT CODE, YEAR	Added to Scope
HFG28	Fit/Gap Sessions	Not In Original Requirements	Statement of Net Position DIMS : OBJECT CODE, FUND	Added to Scope
HFG29	Fit/Gap Sessions	Not In Original Requirements	Statement of Activities DIMS : OBJECT CODE, FUND	Added to Scope
HFG30	Fit/Gap Sessions	Not In Original Requirements	Balance Sheet - Governmental Funds DIMS: OBJECT CODE, FUND	Added to Scope



HFG31	Fit/Gap Sessions	Not In Original Requirements	Reconciliation of the Balance Sheet of Governmental Funds	Added to Scope
HFG32	Fit/Gap Sessions	Not In Original Requirements	STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS DIMS : OBJECT CODE, FUND	Added to Scope
HFG33	Fit/Gap Sessions	Not In Original Requirements	RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES	Added to Scope
HFG34	Fit/Gap Sessions	Not In Original Requirements	STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION PROPRIETARY FUND DIMS : OBJECT CODE, FUND	Added to Scope
HFG35	Fit/Gap Sessions	Not In Original Requirements	STATEMENT OF CASH FLOWS PROPRIETARY FUNDS	Added to Scope
HFG36	Fit/Gap Sessions	Not In Original Requirements	STATEMENT OF FIDUCIARY NET POSITION FIDUCIARY FUNDS DIMS : OBJECT CODE, FUND	Added to Scope
HFG37	Fit/Gap Sessions	Not In Original Requirements	STATEMENT OF CHANGES IN FIDUCIARY NET POSITION FIDUCIARY FUNDS	Added to Scope
HFG39	Fit/Gap Sessions	Not In Original Requirements	Reconciliation to the Financial Statements	Added to Scope
HFG40	Fit/Gap Sessions	Not In Original Requirements	Interest Rate Risk Table	Added to Scope
HFG41	Fit/Gap Sessions	Not In Original Requirements	Foreign Currency Risk Table	Added to Scope
HFG42	Fit/Gap Sessions	Not In Original Requirements	Fiduciary Fund - Securities Lending	Added to Scope
HFG43	Fit/Gap Sessions	Not In Original Requirements	Receivables Aging	Added to Scope
HFG44	Fit/Gap Sessions	Not In Original Requirements	Capital Assets Roll Forward	Added to Scope
HFG45	Fit/Gap Sessions	Not In Original Requirements	Interfund Receivable/Payable	Added to Scope
HFG46	Fit/Gap Sessions	Not In Original Requirements	Long-Term Obligations	Added to Scope
HFG47	Fit/Gap Sessions	Not In Original Requirements	General Obligation Debt	Added to Scope
HFG48	Fit/Gap Sessions	Not In Original Requirements	Long-Term Obligations	Added to Scope
HFG49	Fit/Gap Sessions	Not In Original Requirements	Net Position / Fund Balances	Added to Scope



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HFG50	Fit/Gap Sessions	Not In Original Requirements	Pledges Receivable	Added to Scope
HFG51	Fit/Gap Sessions	Not In Original Requirements	Beneficial Interests in 3rd Party Trusts	Added to Scope
HFG52	Fit/Gap Sessions	Not In Original Requirements	Investment - Chicago Horticultural Society	Added to Scope
HFG53	Fit/Gap Sessions	Not In Original Requirements	Fair Value Measurement	Added to Scope
HFG56	Fit/Gap Sessions	Not In Original Requirements	Property & Equipment	Added to Scope
HFG57	Fit/Gap Sessions	Not In Original Requirements	Endowment	Added to Scope
HFG58	Fit/Gap Sessions	Not In Original Requirements	Unconditional Pledges and Grants Receivable	Added to Scope
HFG59	Fit/Gap Sessions	Not In Original Requirements	Fair Value Measurement	Added to Scope
HFG60	Fit/Gap Sessions	Not In Original Requirements	Property & Equipment	Added to Scope
HFG61	Fit/Gap Sessions	Not In Original Requirements	Revenue Bonds	Added to Scope
HFG62	Fit/Gap Sessions	Not In Original Requirements	Tax Collections	Added to Scope
HFG63	Fit/Gap Sessions	Not In Original Requirements	Temporary Restricted Net Position	Added to Scope
HFG64	Fit/Gap Sessions	Not In Original Requirements	Permanently Restricted Net Position	Added to Scope
HFG65	Fit/Gap Sessions	Not In Original Requirements	Endowment	Added to Scope
HFG66	Fit/Gap Sessions	Not In Original Requirements	Net Position Released from Restriction	Added to Scope
HFG67	Fit/Gap Sessions	Not In Original Requirements	Retiree Medication Benefits	Added to Scope
HFG68	Fit/Gap Sessions	Not In Original Requirements	Annual Pension Cost and Net Pension Obligation	Added to Scope
HFG69	Fit/Gap Sessions	Not In Original Requirements	Trend Information	Added to Scope
HFG70	Fit/Gap Sessions	Not In Original Requirements	Funded Status and Funding Progress	Added to Scope
HFG71	Fit/Gap Sessions	Not In Original Requirements	OPEB Obligation	Added to Scope
HFG72	Fit/Gap Sessions	Not In Original Requirements	Note IV: Other Information	Added to Scope
HFG73	Fit/Gap Sessions	Not In Original Requirements	Other Post Employment Benefits	Added to Scope





HFG74	Fit/Gap Sessions	Not In Original Requirements	Claims Liability	Added to Scope
HFG75	Fit/Gap Sessions	Not In Original Requirements	DETAILED SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL - CORPORATE FUND  DIMS: OBJECT CODE, SCENARIO	Added to Scope
HFG76	Fit/Gap Sessions	Not In Original Requirements	PENSION FUND SCHEDULE OF EMPLOYER CONTRIBUTIONS AND SCHEDULE OF FUNDING PROGRESS	Added to Scope
HFG77	Fit/Gap Sessions	Not In Original Requirements	POSTEMPLOYMENT GROUP HEALTH BENEFIT FUND SCHEDULE OF EMPLOYER CONTRIBUTIONS AND SCHEDULE OF FUNDING PROGRESS	Added to Scope
HFG78	Fit/Gap Sessions	Not In Original Requirements	COMBINING BALANCE SHEET NONMAJOR GOVERNMENTAL FUNDS  DIMS : OBJECT CODE, FUND	Added to Scope
HFG79	Fit/Gap Sessions	Not In Original Requirements	COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES NONMAJOR GOVERNMENTAL FUNDS  DIMS: OBJECT CODE, FUND	Added to Scope
HFG80	Fit/Gap Sessions	Not In Original Requirements	SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL - BOND AND INTEREST FUND  DIMS: OBJECT CODE, SCENARIO	Added to Scope
HFG81	Fit/Gap Sessions	Not In Original Requirements	SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL - CONSTRUCTION AND DEVELOPMENT FUND	Added to Scope
HFG82	Fit/Gap Sessions	Not In Original Requirements	SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL - CAPITAL IMPROVEMENT FUND	Added to Scope
HFG83	Fit/Gap Sessions	Not In Original Requirements	DETAILED SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL - REAL ESTATE ACQUISITION FUND	Added to Scope
HFG84	Fit/Gap Sessions	Not In Original Requirements	Combining Balance Sheet Construction and Development Fund	Added to Scope



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HFG85	Fit/Gap Sessions	Not In Original Requirements	Combining Schedule of Revenue, Expenditures, and Changes in Fund Balances Construction and Development Fund	Added to Scope
HFG86	Fit/Gap Sessions	Not In Original Requirements	SCHEDULE OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION - BUDGET AND ACTUAL SELF INSURANCE FUND	Added to Scope
HFG87	Fit/Gap Sessions	Not In Original Requirements	Net Position by Component Last Ten Fiscal Years	Added to Scope
HFG88	Fit/Gap Sessions	Not In Original Requirements	Changes in Net Position (accrual basis of accounting) Last Ten Fiscal Years	Added to Scope
HFG89	Fit/Gap Sessions	Not In Original Requirements	Fund Balances, Governmental Funds Last Ten Fiscal Years	Added to Scope
HFG90	Fit/Gap Sessions	Not In Original Requirements	Changes in Fund Balances, Governmental Funds Last Ten Fiscal Years	Added to Scope
HFG91	Fit/Gap Sessions	Not In Original Requirements	General Governmental Revenues By Source Last Ten Fiscal Years	Added to Scope
HFG92	Fit/Gap Sessions	Not In Original Requirements	Assessed Value and Estimated Actual Value of Taxable Property Last Ten Fiscal Years	Added to Scope
HFG93	Fit/Gap Sessions	Not In Original Requirements	Direct and Overlapping Property Tax Rates Last Ten Fiscal Years	Added to Scope
HFG94	Fit/Gap Sessions	Not In Original Requirements	Principal Property Tax Payers Current Year and Nine Years Ago	Added to Scope
HFG95	Fit/Gap Sessions	Not In Original Requirements	Property Tax Levies and Collections Last Ten Fiscal Years	Added to Scope
HFG96	Fit/Gap Sessions	Not In Original Requirements	Ratios of Outstanding Debt by Type	Added to Scope
HFG97	Fit/Gap Sessions	Not In Original Requirements	Ratios of General Bonded Debt Outstanding	Added to Scope
HFG98	Fit/Gap Sessions	Not In Original Requirements	Direct and Overlapping Governmental Activities Debt	Added to Scope
HFG99	Fit/Gap Sessions	Not In Original Requirements	Legal Debt Margin Information Last Ten Fiscal Years	Added to Scope
FG27	Fit/Gap Sessions	Not In Original Requirements	CCF - Budget Book InDesign Publishing	Added to Scope



# PROJECT CHANGE REQUEST #36 WAVE 3 NEW FIT GAP REQUIREMENTS

April 28, 2017

	Cook County		Tom Lynch
	STEP "ERP" Implementation		Gayle Brim
	036 Wave 3 New Fit Gap Requirements		Richard Lulie
	Tom Lynch		#1418-14268
	04/28/2017		12/31/2017

## 1.0 Project Change Request (PCR) Overview

The Fit/Gap phase for Cook County has identified new requirements for work necessary for the Wave 3 HCM project. The analysis identified 64 new requirements and removes 21 Statement of Work requirements from scope.

## 2.0 SOW Updates

This PCR modifies Section 1.1 Functional Scope and Section 3.3.6 Construction Phase of the SOW.

## 3.0 Scope Section

The scope of work is based on the new requirements identified during the requirements gathering phase of the project. These new requirements vary in type and complexity. The table below provides a list of the new requirements and their complexity.



STEP Project  
Project Change Request 036  
Wave 3 HCM New Fit Gap Requirements

Table 1.1 Requirements Added to the Statement of Work:

NEW BEN	New Requirement Only Payout option for requirement	Advanced Benefits - Custom Fast Formula with a Function and or custom code	1. Standard Business Process / Standard Business Rules: Rate calculations in Oracle Advanced Benefits allows for the creation of Waiver options. 2. Cook County Requirement for deviation from Standard Process / Business Rule: County requirements add an additional layer of complexity by adding a Pay-Out options to Wavier options where the amount of payout is prorated over a period of time. This Pay-Out option will require a Custom Fast Formula to ensure only eligible employees can choose these options and that the amount and proration period meets County policy.	Impact of using Standard Business Process / Rule: Using the standard configuration for Wavier options to a plan will not provide the employee with the pay-out option and thereby be of no benefit to the employee	Option 1: Use standard Wavier functionality and change business/vendor policies to no longer make pay-outs when waivers are selected. Option 2: Configure the Pay-Out option and Custom Fast Formula to proper prorate the pay-out amount to the employee. Recommendation: Option 2	Medium
BEN001	ACA Reporting	Report				Complex
BEN002	Census Reports	Report				Medium
BEN003	Month End Reports	Report	1. Standard Business Process / Standard Business Rules: Oracle has several prebuilt standard reports that will provide current information as of the date the report is run, however, there are no month end reports for Oracle Advance Benefits. 2. Cook County Requirement for deviation from Standard Process / Business Rule: County Risk Management has several month end reports needed for audit	Impact of using Standard Business Process / Rule: Not creating the month end reports will put Risk Management at risk of not complying with County audit requirements.	Option 1: Do not create the report and Risk Management will manually audit employee benefit plan accounts. Option 2: Create the report required by Risk Management for month end audits. Option 3: Add this reporting requirement to the list of reports being compiled through the IBM Report Survey and estimate 1 report to meet requirements. Recommendation: Option 3	Complex
BEN004	Part time Reporting (Part time Eligibility Administration)	Report				Complex
BEN005	Notification / Alerts for employees working less than 1560 hrs.	Notification				Complex

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# STEP Project

## Project Change Request 036

### Wave 3 HCM New Fit Gap Requirements

BEN014	Open Enrollment: FSA enrollment does not roll from year to year Any changes you make to plan elections during the Open Enrollment period go into effect the start of the new plan years (December 1st for all benefits except FSA, which is January 1st)	Benefits - Enrollment - Custom Fast Formula	1. Standard Business Process / Standard Business Rules: Requires FSA plans are on the same plan year (December 1st - November 30th) as the rest of the plans. 2. Cook County Requirement for deviation from Standard Process / Business Rule: The County does not follow this rule and has a separate plan year for FSA plans (January 1st - December 31st). To meet this capability FSA Custom Fast Formula rules will need to be created and tested.	Impact of using Standard Business Process / Rule: FSA plans need to be setup under a separate Program and require a separate Open Enrollment period just for this Program. This means all employees would go through 2 separate open enrollment periods before all benefits could be selected.	Option 1: Configure EBS using a separate Program and Open Enrollment period for FSA plans.  Option 2: Create the Custom Fast Formula to allow FSA plans to be available during the current County open enrollment period but ensuring the start/end dates were based calendar year.  Recommendation: Option 2	Medium
BEN018	CHANGING FROM FAMILY TO INDIVIDUAL COVERAGE To change from Family to Individual Coverage, at any time. Your Group Administrator will provide you with the application and tell you the date that the change will be effective	Configuration	1. Standard Business Process / Standard Business Rules: Does include the configuration capabilities for changes in benefit elections, however this requirement was not part of the SOW. 2. Cook County Requirement for deviation from Standard Process / Business Rule: County policy allows employees to make changes in dependent coverage based on life event changes.	Impact of using Standard Business Process / Rule: Without the configuration benefit maintenance could not be completed and employees would be required to maintain the same level of coverage throughout the plan year.	Option 1: Change County policy to not allow changes to employee benefit elections except during open enrollment. Option 2: Add the configuration to allow employees to request change of benefits based on dependent changes. Recommendation: Option 2	Low
BEN019	(COBRA) allows employees and/or their dependents to continue insurance benefits after termination of employment or when a dependent's status changes, resulting in loss of eligibility.	Benefits Eligibility - Custom Fast Formula	1. Standard Business Process / Standard Business Rules: Provides for coverage of dependents and specific loss of coverage rules like: - Termination when payments are missed - Termination as of the end of the month. 2. Cook County Requirement for deviation from Standard Process / Business Rule: County eligibility rules for COBRA dependents allow coverage to continue beyond the allowed Oracle rules. Custom Fast Formulas will be required to meet County rules.	Impact of using Standard Business Process / Rule: COBRA benefits would stop based on Oracle provided rules. County may be out of compliance status governing COBRA.	Option 1: Change County policy to use the termination rules provided by Oracle. Option 2: Create the Custom Fast Formula to enforce the County policies for the termination of COBRA. Recommendation: Option 2	Complex

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COBRA packets are distributed by the time keeper or Human Resources Department. Notification to the time keeper and /or HR dept. to distribute the COBRA packets.	Notification	This is a notification to timekeeper /HR to distribute COBRA packets		The notification process cannot be automated. Another method will be defined	Complex
BEN020					
Non-Employee shall have a different activity rate. Enrollment of Non-employees should be kept out of Payroll	Benefits Enrollment - Custom Fast Formula	1. Standard Business Process / Standard Business Rules: Does not provide functionality for Non-Employees (people not on the County payroll) to be enrolled or maintained on benefit plans when not paid through Payroll. 2. Cook County Requirement for deviation from Standard Process / Business Rule: County policy dictates certain groups are allowed to participate in County plans. Custom Fast Formulas for the eligibility rules for these Non-Employees is necessary to meet the County policies.	Impact of using Standard Business Process / Rule: County would need to maintain these Non-Employees outside of EBS benefits.	Option 1: Changing County policy to stop providing benefits to Non-Employees of outside organizations. Option 2: Maintain Non-Employee benefits outside of EBS. Option 3: Create the eligibility Custom Fast Formulas to properly maintain benefits for Non-Employees in EBS. Recommendation: Option 3	Medium
BEN022					
Targeted and automated messaging/communication. Send emails directly to employees or display message on the self-service pages based on specific criteria.	Notifications/Communication	1. Standard Business Process / Standard Business Rules: Provides self-service access to all employees and provides for the personalization of screens to provide benefit information to employees. This requirement is not in the SOW scope. 2. Cook County Requirement for deviation from Standard Process / Business Rule: County requires emails or notifications to go out to employees with benefit information. Oracle has the capabilities of sending messages/communications through workflow notifications which must be built based on County criteria.	Impact of using Standard Business Process / Rule: Without personalizations or notifications the County would need create and send out a mass email about Open Enrollment and provide the instructions for employee to enter their benefits.	Option 1: County to create mass employee emails with benefit instruction documents attached. Option 2: Use personalization's to provide benefit instructions at the screen level. Option 3: Create custom reports for the communications and workflow for notifications. Recommendation: Option 3	Complex
BEN025					

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BEN030	Payroll deduction should change based on the date the dependent is removed	Advanced Benefits - Custom Fast Formula	1. Standard Business Process / Standard Business Rules: Is to continue the full deduction for the dependent coverage through the end of the pay period the change is made. To meet the proration requirement based on County policy a Custom Fast Formula adds a proration calculation to do partial deductions base on the event date.	Need to have 1 rate solution for all rates employees and dependents	Complex
BEN034	Health arrearage/Change rate next pay period after 12/1	Benefits Eligibility - Custom Fast Formula	1. Standard Business Process / Standard Business Rules: Allows for rate changes based on: <ul style="list-style-type: none"><li>- Event Date</li><li>- Month End</li><li>- Month Begin</li></ul> 2. Cook County Requirement for deviation from Standard Process / Business Rule: The County rules require the capability to select a pay period after a specific date like 12/1. A Custom Fast Formula is required for this ensure the health arrearage coverages start on the correct date.	Impact of using Standard Business Process / Rule: The County would need to select one of the available EBS rules and change business policy rate changes.  Option 1: Change County business policy to use one of the standard EBS rules. Option 2: Create the Custom Fast Formula that would allow the current County business practice to be used. Recommendation: Option 2	Medium
BEN036	Can't have more than one life event open at a time. Require to retain the prior life event instead of open enrollment and then make open active	Custom Life Event			Medium

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BEN037	Coverage should not be suspended till the last date of the allowed period for Submission, but suspend only after the last date is over	Benefits Enrollment - Certification	1. Standard Business Process / Standard Business Rules: Suspend all benefits while waiting for the employee to provide necessary certification documentation and to cancel all enrollments at the end of the certification period. 2. Cook County Requirement for deviation from Standard Process / Business Rule: County policy allow the continuation of employee only benefits while dependent certifications are being processed and if the certifications are not received only the dependent enrollments are cancelled allowing the employee only benefits to remain active. A Custom Fast Formula will be required to meet this policy.	Impact of using Standard Business Process / Rule: County would need to change their policy to conform to EBS certification standards or not required certifications in EBS. Supporting documents would need to be maintained and validated outside of EBS.	Option 1: County changes their business practice to be in line with EBS rules of not suspending employee only benefits during the certification process. Option 2: Create the Custom Fast Formula to ensure employee only benefits continue during the certification process for dependent coverage. Recommendation: Option 2	Complex
BEN038	Benefit Eligibility Rules	Extensions		Need bucket of Rules		Medium
BEN039	Participant of certain Unions can be enrolled in HMO initially on New Hire, they will be eligible for PPO Plans only at their first Open enrollment	Enrollment				Complex
BEN040	Bundling Medical Plan with Prescription Drug. Prescription Drug to be defaulted with the election of Medical Insurance. Should not be allowed to be updated individually. Prescription Drug cannot be waived, if medical is elected.	Enrollment				Medium





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BEN043	New hire life event: Waive Medical, Dental, and Vision Benefits-Benefit Waiver Form (This form must be returned to the employee benefits division if you are waiving medical, dental, or vision coverage. Proof of your current coverage must be provided.)	Notification	<p>1. <u>Standard Business Process / Standard Business Rules:</u> Personalization can be used to modify areas of the self service to provide online information to inform the employee that they must provide the County Benefit Waiver form. 2. Cook County Requirement for deviation from Standard Process / Business Rule: 2. Cook County Requirement for deviation from Standard Process / Business Rule: County requirement to send a notification remains a custom workflow notification to the employee is required.</p>	<p><u>Impact of using Standard Business Process / Rule:</u> Without personalization of the self-service screens County specific instructions would not be available to the employee. County would need to prepare an instruction document and mass email the document to all employees.</p>	<p>Option 1: County to create an instruction document and mass email to all employees. Option 2: Add personalization's to self-service screens to provide County specific instructions to the employees. Option 3: Create a custom report and a workflow notification to mass email to all employees. Recommendation: Option 3</p>	Medium
BEN45	Interface to COBRA to AR	Outbound Interface from EBS	<p>1. <u>Standard Business Process / Standard Business Rules:</u> Oracle does not provide standard interfaces to benefit vendors. An interface will need to be created to send COBRA eligibility and termination employee data. 2. Cook County Requirement for deviation from Standard Process / Business Rule: County currently provides a file to the COBRA vendor using a standalone system.</p>	<p><u>Impact of using Standard Business Process / Rule:</u> Without this interface the County would be required to provide eligibility information to the vendor through a manual process.</p>	<p>Option 1: County to establish a manual alternative process for providing COBRA eligibility information to the vendor. Option 2: Build an interface from EBS to the COBRA vendor for employee eligibility data. Recommendation: Option 2 Provide it on a workload but not notification</p>	Complex
HR01	Update next step date	Enrollment	<p>1. <u>Standard Business Process / Standard Business Rules:</u> Provides the Web ADI tool to support "mass updates" to salary and grade steps. The primary selection criteria for this tool is Position. 2. Cook County Requirement for deviation from Standard Process / Business Rule: County elected to use Single Incumbent Positions (1 position for every employee) this tool is ineffective. To meet the County needs Web ADI needs to be modified. This is not a recommended practice as Web ADI will become unsupported if this modification is made.</p>	<p><u>Impact of using Standard Business Process / Rule:</u> The County cannot easily use Web ADI for mass updates because of the use of Single Incumbent Positions. If Web ADI is modified and has issues Oracle will not support the product because it has been modified.</p>	<p>Option 1: Modify Web ADI to meet all the County mass update needs. Option 2: Have the County use Web ADI as is and come up with other manual solutions for mass update like manually updating each individual employee record. Recommendation: Option 2</p>	Complex
HR02	Mass update assignment - needs grade step change	HR				

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HR05	Assignment Costing Update from Position Funding Account	Extensions				Complex
HR06	Date fields (Date in Position, Date in Job, Date in County) need to update automatically	Process				Complex
HR04/H R07	Notification to Hiring dept. once employee setup is completed through Taleo for new hire data	Notification	<p>1. <u>Standard Business Process / Standard Business Rules:</u> This row was mislabeled in the fit gap and should have shown "Interface from Taleo for new hire employee data".</p> <p>This interface will bring new hire data from Taleo into EBS. Without this interface the entry of all new hires become a manual process for the HR departments. This interface is only applicable to organizations using the Taleo "Hire" feature.</p> <p>2. <u>Cook County Requirement for deviation from Standard Process / Business Rule:</u> The County wants the ability to upload new hire data from Taleo into EBS.</p> <p>HR04 Notification and HR07 Inbound Interface have been bundled together. HR04 is dependent on HR07.</p>	<p><u>Impact of using Standard Business Process / Rule:</u> Without this interface all new hires will need to manually added into EBS. Before this interface can be used all County offices using Taleo would need to ensure they completed the hire process in Taleo for this data to be available for the interface</p>	<p>Option 1: Manually enter all new hires directly into EBS.</p> <p>Option 2: Create the interface to pull all completed new hire data into EBS.</p> <p>Recommendation: Option 2</p>	Highly Complex
HR08	Extract data from Taleo for employee data	In bound Interface to EBS	<p>1. <u>Standard Business Process / Standard Business Rules:</u> This interface will bring transfer data from Taleo into EBS. Without this interface the entry of all new hires become a manual process for the HR departments. This interface is only applicable to organizations using Taleo.</p> <p>2. <u>Cook County Requirement for deviation from Standard Process / Business Rule:</u> The County wants the ability to upload employee transfer data from Taleo into EBS.</p>	<p><u>Impact of using Standard Business Process / Rule:</u> Without this interface all transfers will need to manually added into EBS.</p>	<p>Option 1: Continue the process of manually entering employee transfers into EBS.</p> <p>Option 2: Create the interface to pull all completed transfers data into EBS.</p> <p>Recommendation: Option 2</p>	Complex



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HR15	Creating Approvals to match Approval Hierarchy for County-up to 5 work flows	Notification/Approval	<p>1. <u>Standard Business Process / Standard Business Rules:</u> Oracle standard approval hierarchy in EBS is based on Supervisor hierarchy.</p> <p>2. <u>Cook County Requirement for deviation from Standard Process / Business Rule:</u> Currently the County does not engage supervisors in approvals of employee information. The County uses Departmental level approvals. Since departmental level is not standard the hierarchy will need to be created using custom workflow rules using AME (Oracle Approval Management) tool.</p>	<p><u>Impact of using Standard Business Process / Rule:</u> Without AME and workflow all notifications will continue to be a manual email or paper process.</p>	<p><u>Option 1:</u> The County continues to use the manual paper or email notification/approval processes current in use.</p> <p><u>Option 2:</u> Create the departmental hierarchy and workflows using AME to automate the notification/approval processes throughout the County.</p> <p><u>Recommendation:</u> Option 2</p>	Complex
HR16	Interface from EBS to CCHHS Clairvia	Outbound Interface (Not on Attachment 2A-5)	<p>1. <u>Standard Business Process / Standard Business Rules:</u> This is a new gap identified by CCHHS.</p> <p>2. <u>Cook County Requirement for deviation from Standard Process / Business Rule:</u> CCHHS wants to receive a daily feed from EBS of Employee data into Clairvia</p>	<p><u>Impact of using Standard Business Process / Rule:</u> Without this interface the system would need to be manually updated and severely restrict use of the system.</p>	<p><u>Option 1:</u> Manually update the system.</p> <p><u>Option 2:</u> Create the interface to the system.</p> <p><u>Recommendation:</u> Option 2</p>	Complex
HR17	Interface from EBS to CCHHS Data Warehouse	Outbound Interface (Not on Attachment 2A-5)	<p>1. <u>Standard Business Process / Standard Business Rules:</u> This is a new gap identified by CCHHS.</p> <p>2. <u>Cook County Requirement for deviation from Standard Process / Business Rule:</u> CCHHS wants to receive a daily feed from EBS of Employee data into the CCHHS data warehouse</p>	<p><u>Impact of using Standard Business Process / Rule:</u> Without this interface the system would need to be manually updated and severely restrict use of the system to provide reports from the data warehouse or feed other CCHHS shadow systems.</p>	<p><u>Option 1:</u> Manually update the system.</p> <p><u>Option 2:</u> Create the interface to the system.</p> <p><u>Recommendation:</u> Option 2</p>	Complex



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HR18	Interface from EBS to CCHHS Johnson Controls ID / Security System	Outbound Interface (Not on Attachment 2A-5)	<p>1. <u>Standard Business Process / Standard Business Rules:</u> This is a new gap identified by CCHHS.</p> <p>2. <u>Cook County Requirement for deviation from Standard Process / Business Rule:</u> CCHHS wants to receive a daily feed from EBS of Employee data into the CCHHS Johnson Controls ID/Security system.</p>	<p><u>Impact of using Standard Business Process / Rule:</u> Without this interface the system would need to be manually updated and severely restrict use of the system for badging.</p>	<p>Option 1: Manually update the system.</p> <p>Option 2: Create the interface to the system.</p> <p>Recommendation: Option 2</p>	Complex
PAY06	Reduction of pay from Military Pay, Jury Duty or other offsets of pay	Payroll - Custom Fast Formula with a Function and or custom code	<p>1. <u>Standard Business Process / Standard Business Rules:</u> The calculation of salary does not include a procedure to reduce salaried employees pay by the amount of Worker's Comp they receive. 2. <u>Cook County Requirement for deviation from Standard Process / Business Rule:</u> The County policy requires this reduction of pay happen. A Custom Fast Formula is required to ensure proper payment to employees. This action can also be done manually outside of payroll and then added in as a payroll reductions on a case by case basis, but will increase the risk of incorrect payments</p>	<p><u>Impact of using Standard Business Process / Rule:</u> Reductions would need to be manually calculated and entered into EBS as a onetime collection. There is the risk of incorrect over or under payments with manual calculations.</p>	<p>Option 1: Manually calculate the reduction in the salary based on Workers Comp payments and enter them into EBS as one time collections.</p> <p>Option 2: Create the Custom Fast Formula to automate the calculation process to ensure correct calculations based on County rules.</p> <p>Recommendation: Option 2 Bundle with PAY07</p>	Medium
General	Custom Reports (10 - 4 complex, 3 medium, 3 low)  This is over and above the reporting Gaps identified in this document	Report	<p>1. <u>Standard Business Process / Standard Business Rules:</u> The SOW lists a small group of reports to be created.</p> <p>2. <u>Cook County Requirement for deviation from Standard Process / Business Rule:</u> Based on County feedback from the Reporting Survey many more reports will be required. This row would allow IBM to create some of the more critical reports being identified County agencies</p>	<p><u>Impact of using Standard Business Process / Rule:</u> Without this bucket of reports all reports would fall into the larger bucket of reports under the Report Survey. Essential reports may not be prioritized in the larger bucket and miss the cut to creation.</p>	<p>Option 1: Approve this small bucket of reports to be used to create essential reports for the County.</p> <p>Option 2: Not approve this small bucket of reports and allow all reports to be added to the larger Reports Survey bucket.</p> <p>Recommendation: Option 2</p>	<p>10 - complex; 5- Medium; 5- Low</p>

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PAY07	Up to 10 Complex Custom Fast Formulas  This is over and above the Fast Formula Gaps identified in this document	Payroll - Custom Fast Formula with a Function and or custom code	<p>1. Standard Business Process / Standard Business Rules: Payroll earnings and deduction elements provide a flat rate or percentage calculation.</p> <p>2. Cook County Requirement for deviation from Standard Process / Business Rule: These standard calculations are not designed to handle some of the complex and compounded calculation used in F1 today. Currently IBM is working with the Comptroller's office to identify all complex and compounded calculation/eligibility rules. This gap will allow for Custom Fast Formulas to be created as they are identified.</p>	<p>Impact of using Standard Business Process / Rule: Without these Custom Fast Formulas complex earnings and deduction calculations will not occur and employees will be paid incorrectly or these types of payments and deductions would need to be manually calculated outside of EBS and enter as onetime adjustments with each payroll. Or the County could redesign or create addition earnings and deductions to simplify the calculation process for each element.</p>	<p>Option 1: Not approve this bucket of Custom Fast Formulas and make manual adjustments each pay period. Option 2: Approve this bucket of Custom Fast Formulas and allow them to be used as complex and compounded elements are identified. Recommendation: Option 2</p>	25- Complex
C46	Assignment Costing Conversion	Conversion	<p>1. This information is required to complete the employee assignment and to have payroll costing transferred to GL</p>	<p>Impact of using Standard Business Process / Rule: Without this data the Costing transfer to GL will be in error</p>	Option 1: Convert the employee assignment costing information Recommendation: 1	Complex
C47	Position Work structure and Budget Data Conversion	Conversion	<p>1. Standard Business Process / Standard Business Rules: This information will be required to complete the Master Data information and bring in the budget information for each position</p>	<p>Impact of using Standard Business Process / Rule: Position Data in EBS is stale and must be updated to ensure all active positions are available for conversion. Budget data needs to be added to all active positions.</p>	Option 1: Convert the Position Master Data and Budget information Recommendation: 1	Complex

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185	Unemployment Insurance Transmission to State of Illinois	Report	1. Standard Business Process / Standard Business Rules: This report is necessary to send Unemployment Insurance data to the State of Illinois	Impact of using Standard Business Process / Rule: Without this interface the County will not be compliant with State regulations	Option 1: Create a report from EBS to the Unemployment Insurance Transmission to State of Illinois Recommendation: 1	Complex
	Bucket for two (2) additional interfaces This is over and above the interface gaps identified in this document	Interfaces	To be identified by County that are not in the statement of work	TBD	TBD - Per county these interfaces should be considered complex	Complex
186-190	Bucket for two (2) additional workflows This is over and above the workflow gaps identified in this document	Interfaces	To be identified by County that are not in the statement of work	TBD	TBD - Per county these workflows should be considered complex	Complex

Table 1.2 Items Removed from the Statement of Work

1876	Employee can elect phone number to be included in phone book (not direct line)	Extensions
1895	For personnel actions that require notification to be sent to third party (benefit changes, name change, etc.), system provides notification	Extensions
2138	System tracks amounts/percentages for the following independently Employer Rate	
2187	Notification to Risk Department on a New Hire Current benefits (benefits eligible to employee, including covered dependents)	Notification/Report
2190	Basic Term Life should have 'Not Enrolled'. The option should be display only in Self Service. However, Risk should be able to select the option in case of employees who do not prefer to enroll in BFL due to Religious reasons	Enrollment
2192	Medical, Dental and Vision plans should have the 'Not Enrolled' option. It should be the default and should not be enterable by the Employee	Enrollment
2230	System accommodates deductions based upon Percent of net	Percent of Net
2231	System accommodates deductions based upon Percent of net Percent of taxable gross	Percent of Taxable Gross
2252	System will adjust deduction when the following is (not) reached Year to Date maximums	Interface
2253	System will maintain arrears for employees with deductions and garnishments greater than compensation	Interface
2254	Option to not take deduction when compensation minimum not reached	Interface

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2255	System will provide invoice to employees with deductions and garnishments greater than compensation (could bill if amount is never made up)	Extensions
2255	System will provide invoice to employees with deductions and garnishments greater than compensation (could bill if amount is never made up)	Interface
2389	w-4 filings as exempt - system generates notification to re-file	Workflow
2390	If not refile, reset to single 0 by 2/28	Extensions
2401	System provides required state reports for Disability Insurance	Personal Income Tax
2402	System provides required state reports for Unemployment	Disability Insurance
2475	System removes disciplinary actions after pre-defined number of years	Employee Relations
C13	Retiree Records	Conversion
C31	Tax Information - Local	Conversion
C45	Employee Pay History	Conversion

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#### **4.0 IBM Responsibilities**

The SCOPE changes listed in this PCR Section 3.0 (Scope) will be added into the current SOW section 3.3.6 Construction Phase.

IBM will update the following documents to reflect changes in design and future functionality:

1. Functional Design Documents
2. Functional Specifications for the additional RICE
3. Technical designs for the additional RICE
4. Built code, unit tested and delivered to the SIT/UAT environment
5. Business Requirements and Traceability Matrix (RTM)
6. Training on new functional requirements

#### **5.0 Cook County Responsibilities**

The County will:

1. Sign off on all submitted deliverables before enhancement work can start
2. Support discussions on policy issues and arrive at a timely decision
3. Review the list of new requirements and complexities associated with each

The County will not:

1. Extend or modify the scope of this project change request to include additional requirements
2. Add any expansion to the requirements either in complexity or in number which may require a revision in estimate of effort and any associated pricing

#### **Assumptions:**

1. BEN003 - Month End Reports, assumes 1 report. This will be validated through the report survey. If additional reports are required, they will be subject to PCR.





## 6.0 Deliverable Materials

The following deliverables listed below are part of the signed contract and will add RICE items per this change request.

Table 1.3 Deliverables

Deliverable	Deliverable Description
W3-17	Functional Specifications for Reports
W3-18	Functional Specifications for Interfaces and Systems Integration
W3-19	Functional Specifications for Data Conversion
W3-20	Functional Specification for Workflow and Enhancements
W0-2.21	Project Management Activities / Monthly Status Report
W3-25	Technical Specifications for Reports
W3-26	Technical Specifications for Interfaces and Systems Integration
W3-27	Technical Specifications for Data Conversion
W3-28	Technical Specification for Workflow and Enhancements
W3-29	Application/Workflow and Enhancements Configuration and Documentation
W3-30	Queries and Reports Development and Documentation
W3-31	Interfaces and Integration Development and Documentation
W3-32	Data Conversion Implementation and Reconciliation Proof Documentation
W3-34	System and Integration Testing (SIT) Results Documentation
W3-35	User Acceptance Test (UAT) Plan
W0-2.25	Project Management Activities / Monthly Status Report
W3-37	Deliver User Acceptance Testing (UAT) Orientation/Training
W3-38	UAT Testing Report
W3A-47	Implement Cut-Over (Go-Live)

## 7.0 Completion Criteria

For the work specified in this PCR, IBM will have fulfilled their obligations under this PCR when any one of the following first occurs:

- IBM satisfies the Completion Criteria set forth in Section 4.0 IBM Responsibilities and delivers the item described in Section 6.0 Deliverable Materials; or
- Cook County or IBM terminates the Services in accordance with the provisions of the SOW



## 8.0 Charges

The charge for implementing these Fit/Gap scope change items is a Fixed Fee of \$973,134. Amounts are payable in conjunction with milestone schedule as shown in Table 1.4.

Table 1.4 Payment Schedule against Milestones

Item ID	Item Description	Estimated Completion Date	Estimated Amount	Actual Amount	Net Amount
W3-17	Functional Specifications for Reports	Jun-17	\$32,710	\$3,271	\$29,439
W3-18	Functional Specifications for Interfaces and Systems Integration	Jun-17	\$55,000	\$5,500	\$49,500
W3-19	Functional Specifications for Data Conversion	Jun-17	\$55,000	\$5,500	\$49,500
W3-20	Functional Specification for Workflow and Enhancements	Jun-17	\$55,000	\$5,500	\$49,500
W0-2.21	Project Management Activities / Monthly Status Report	Jun-17	\$25,000	\$0	\$25,000
W3-M4	<b>Quality Gate Check – Design Phase (Functional)</b>	Jun-17			\$19,771
W3-25	Technical Specifications for Reports	Jul-17	\$35,000	\$3,500	\$31,500
W3-26	Technical Specifications for Interfaces and Systems Integration	Jul-17	\$55,000	\$5,500	\$49,500
W3-27	Technical Specifications for Data Conversion	Jul-17	\$55,000	\$5,500	\$49,500
W3-28	Technical Specification for Workflow and Enhancements	Aug-17	\$55,000	\$5,500	\$49,500
W3-M5	<b>Quality Gate Check – Design (Technical)</b>	Aug-17			\$20,000
W3-29	Application/Workflow and Enhancements Configuration and Documentation	Aug-17	\$55,000	\$5,500	\$49,500
W3-30	Queries and Reports Development and Documentation	Aug-17	\$35,000	\$3,500	\$31,500
W3-31	Interfaces and Integration Development and Documentation	Aug-17	\$55,000	\$5,500	\$49,500
W3-32	Data Conversion Implementation and Reconciliation Proof Documentation	Jul-17	\$55,000	\$5,500	\$49,500
W3-34	System and Integration Testing (SIT) Results Documentation	Sep-17	\$131,805	\$13,180	\$118,624
W3-35	User Acceptance Test (UAT) Plan	Sep-17	\$65,902	\$6,590	\$59,312
W0-2.25	Project Management Activities / Monthly Status Report	Oct-17	\$20,918	\$0	\$20,918
W3-M6	<b>Quality Gate Check – Development Phase</b>	Sep-17			\$39,771
W3-37	Deliver User Acceptance Testing (UAT) Orientation/Training	Nov-17	\$75,000	\$7,500	\$67,500
W3-38	UAT Testing Report	Dec-17	\$25,000	\$2,500	\$22,500
W3-M7	<b>Quality Gate Check – Test Phase</b>	Dec-17			\$10,000
W3A-47	Implement Cut-Over (Go-Live)	Feb-18	\$31,800	\$3,180	\$28,620
W3A-M9	<b>Final Acceptance</b>	Jan-18			\$3,180
	<b>Totals</b>				<b>\$973,134</b>



Invoicing terms are included in Section 4 – Invoicing of Schedule 3 Fees. A 10% holdback for the Fixed Fee will be paid as part of the Quality Gate Check Milestone that occurs after the completion of the Deliverable.

Cook County will be billed for travel and living costs as incurred (including actual transportation and lodging, and per diem meal expenses). For this PCR, travel and living costs are estimated to be \$149,300 USD and will be billed per SOW terms and conditions.

The prices quoted here reflect IBM's current prices as of this document date and are valid for 60 days from document date unless otherwise noted. The go live date will be reevaluated based on the actual signature date for this PCR.

## 9.0 Terms for this Change Authorization

This PCR amends the Software and System Integration Services and Managed Services for Oracle EBS ERP Software as per Contract #1418-14268 signed September 28, 2015 and takes precedence over that SOW, MSA, and all attachments and exhibits (that are part of the contract) and all prior PCRs still in effect with regards to the content in this PCR. All other terms in the referenced Statement of Work (SOW), MSA and all prior PCRs are still in effect and applicable IBM Customer Agreements referenced in the SOW are not affected by this PCR and remain in full force and effect.

Approved by:

\_\_\_\_\_  
For Cook County  
Government

\_\_\_\_\_  
Date

\_\_\_\_\_  
For International  
Business Machines  
(IBM)

\_\_\_\_\_  
Date



# PROJECT CHANGE REQUEST #38 PRODUCTION SERVER CAPACITY

April 28th, 2017

Client Name	Cook County #2167142	Project Sponsor	Tom Lynch
Project Name	STEP "ERP" Implementation	Project Manager	Gayle Brim
Project ID	038 PROD Server Capacity	Project Lead	Richard Lulie
Requested By	Tom Lynch	Project Number	#1418-14268
Requested Start Date	5/01/2017	Estimated End Date	09/30/2020

## 1.0 Project Change Request (PCR) Overview

Cook County has requested additional server capacity for the Oracle EBS R12 Production environment. The additional capacity is required to meet the performance assumptions verified during performance testing of the solution.

## 2.0 SOW Updates

This PCR modifies the SOW Attachment 11- Technical Infrastructure/Environment in Scope

- Adjustments to existing VM's in RED
- Strikethrough lines are to be removed
- EBS Capacity Additions Summary:
  - 8 CPU's Added to PROD DB
  - 128 GB RAM added to PROD DB server
  - 32 GB RAM added to PROD APP server
  - 4 CPU's Added DR DB
  - 64 GB RAM added to DR DB
  - 16 GB RAM added to DR APP server



STEP Project  
Project Change Request  
PCR 038 Production Server Capacity



Table 1: Production Server Capacity

ERP Application Environment Supported	Server Type	VM Type	OS Platform	# of VMs	#vCPUs or Cores	VM Size or Storage Allocation	RAM GB/VM	Tier 1 Storage GB	Tier 3 Storage GB	Start Month	End Month
EBS : Prod	Application	64-bit	AIX	4	6	Core-based	32	250	-	13	26
EBS : Prod	DMZ	64-bit	AIX	4	2	Core-based	8	250	-	13	26
EBS : Prod	Data Base	64-bit	AIX	4	4	Core-based	32	4000	-	13	26
EBS : Prod	Application	64-bit	AIX	2	6	Core-based	48	250	-	13	120
EBS : Prod	DMZ	64-bit	AIX	1	3	Core-based	16	250	-	13	120
EBS : Prod	Data Base	64-bit	AIX	2	8	Core-Based	96	1000	-	13	120
EBS : Prod-DR	DR App	64-bit	AIX	4	2	Core-based	16	-	500	13	26
EBS : Prod-DR	DR-DMZ	64-bit	AIX	4	4	Core-based	8	-	500	13	26
EBS : Prod-DR	DR-DB	64-bit	AIX	4	2	Core-based	16	-	2000	13	26
EBS : Prod DR	DR App	64-bit	AIX	1	6	Core-based	48	-	500	13	120
EBS : Prod DR	DR DMZ	64-bit	AIX	1	1	Core-based	8	-	500	13	120
EBS : Prod DR	DR DB	64-bit	AIX	1	8	Core-based	96	-	2000	13	120

**Note:** Months 61-120 are part of the optional one time 5-year term extension.

### 3.0 Scope Section

Additional server capacity will be added to the PROD and DR EBS servers as shown in Table 1 Production Server Capacity.

PCR capacity will be validated during performance testing. Any changes required will be handled as a PCR.

### 4.0 IBM Responsibility

The following will be added to Section IBM will:

- Add CPUs to existing virtual machines
- Add memory to existing virtual machines



## **5.0 Cook County Responsibilities**

NA

## **6.0 Deliverable Materials**

NA

## **7.0 Completion Criteria**

IBM will have fulfilled its obligations under this PCR when any one of the following first occurs:

- IBM satisfies the Completion Criteria set forth in Section 4.0 IBM Responsibilities and delivers the item described in Section 6.0 Deliverable Materials; or
- Cook County or IBM terminates the Services in accordance with the provisions of the SOW

The estimated project schedule will be:

- Estimate 1 week to deploy the additional capacity.

## **8.0 Charges**

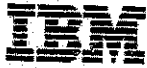
Total Deliverable Charges are for the duration of the signed executed contract (through 9/30/2020) totaling \$117,343.

There is also a one-time 5-year option that can start on 10/1/2020 and go through 9/30/2025. If that option is executed, \$2843/month for the remainder of the contract (60 months from 10/1/2020 through 9/30/2025) totaling \$170,580.

The price quoted here is valid for 60 days from document date unless otherwise noted.

Invoicing terms are included in Section 4 – Invoicing of Schedule 3 Fees.

## **Billing Schedule**



STEP Project  
Project Change Request  
PCR 038 Production Server Capacity



	1	Cloud Managed Services for up to 5/31/2017	3,623	3,623
	40	Cloud Managed Services Monthly Fees	\$2,843	\$113,720
		Total increase over SOW charges for 41 Months (5/1/2017-9/30/2020)		<b>\$117,343</b>

**Optional Renewal Billing Schedule (for 10/1/2020-9/30/2025)**

	60	Cloud Managed Services Monthly Fees	\$2,843	<b>\$170,580</b>
		Total increase over SOW charges for 60 months (10/1/2020-9/30/2025)		<b>\$170,580</b>

**9.0 Terms for this Change Authorization**

This PCR amends the Software and System Integration Services and Managed Services for Oracle EBS ERP Software as per Contract #1418-14268 signed September 28, 2015 and takes precedence over that SOW, MSA, and all attachments and exhibits (that are part of the contract) and all prior PCRs still in effect with regards to the content in this PCR. All other terms in the referenced Statement of Work (SOW), MSA and all prior PCRs are still in effect and applicable IBM Customer Agreements referenced in the SOW are not affected by this PCR and remain in full force and effect.

Approved by:

For Cook County  
Government

Date

For International  
Business Machines (IBM)

Date



# PROJECT CHANGE REQUEST #40 WAVE 3 UAT MANAGEMENT RESOURCES

April 28, 2017

	Cook County		Tom Lynch
	STEP Project		Gayle Brim
	040 – Wave 3 UAT Lead		Rich Lulie
	Tom Lynch		#1418-14268
	09/15/2017		11/30/2017

## 1.0 Project Change Request (PCR) Overview

In the Cook County ERP Project Statement of Work, the County is to be responsible for leading the UAT. The county has requested that IBM provide resources to lead this effort for Wave 3.

## 2.0 SOW Updates

This PCR modifies Section 2.2. IBM Project Team Roles and Responsibilities of the SOW and 2.3 County Project Team Roles and Responsibilities.

Table 3.3.7-1 will be changed as follows:

Table 3.3.7-1: Transition Phase

Task/Milestone Name	County	IBM
Perform one User Acceptance Test	Lead	Assist
	Assist	Lead

## 3.0 Scope Section

IBM will provide UAT (Test) Management resources to lead and manage UAT activities for the STEP project as per Schedule 2A – Statement of Work. Project roles and periods of performance are as follows:





UAT Testing Lead (Functional Team Lead)	Onsite	09/15/17	11/30/17
UAT Testing Analyst (Junior Functional Consultant – Part time)	Onsite	09/15/17	11/30/17

The additional IBM resources will be responsible for leading the following UAT responsibilities:

1. Manage UAT Testing Schedule
2. Coordinate Test Cases schedule with the County SME
3. Report and Provide Test cases progression on a weekly basis
4. Provide Defect Mgmt and Reporting on a weekly basis
5. Provide Weekly UAT Reporting and Escalation
6. Coordinate and manage final user testing acceptance

#### 4.0 IBM Responsibility

The following will be added to 2.2. IBM Project Team Roles and Responsibilities.

UAT Testing Lead (Functional Team Lead)	<ul style="list-style-type: none"><li>• Manage UAT Testing Schedule</li><li>• Provide Defect Mgmt and Reporting on a weekly basis</li><li>• Provide Weekly UAT Status Reporting and Escalation</li></ul>	1
UAT Testing Analyst	<ul style="list-style-type: none"><li>• Assist UAT Testing Lead with UAT Schedule</li><li>• Assist with UAT tracking and defect resolution and reporting</li></ul>	0.50



## 5.0 Cook County Responsibilities

The following will be added to 2.3 County Project Team Roles and Responsibilities under County Functional Leads

1. Assist IBM test lead with UAT schedule and County resources
2. Participate in User Acceptance Test
  - a. Perform tests
  - b. Provide feedback on tests (i.e. pass/fail) and details around defects
  - c. Retest as required
3. Coordinate and manage final user testing acceptance and signoff with:
  - a. County Hospital
  - b. County Forest Preserve
  - c. County Office of Treasury
  - d. County Office under the President

## 6.0 Deliverable Materials

The following deliverables will include the UAT test management activities and results as a part of deliverables listed below for Wave 3.

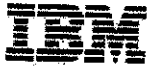
W3-37	Deliver User Acceptance Testing (UAT) Orientation/Training	New	Transition
W3-38	UAT Testing Report	New	Transition

## 7.0 Completion Criteria

IBM will have fulfilled its obligations under this PCR when any one of the following first occurs:

- a. UAT Test cases are executed and priority 1 & 2 defects have a mitigation plan
- b. IBM satisfies the Completion Criteria set forth in Section 4.0 IBM Responsibilities and delivers the item described in Section 5.0 Deliverable Materials; or
- c. Cook County or IBM terminates the Services in accordance with the provisions of the SOW

The current estimated project schedule or completion Criteria will not be impacted by this PCR. Cook County can extend these resources beyond planned duration based on the written approval and executing another PCR.



## 8.0 Charges

Total fees for the change request is USD \$175,000 on a fixed fee basis and payable according to the following schedule and deliverables:

W3-37	Deliver User Acceptance Testing (UAT) Orientation/Training	Oct, 2017	\$87,500	\$8,750	\$78,750
W3-38	UAT Testing Report	Nov, 2017	\$87,500	\$8,750	\$78,750
W3-M7	Quality Gate Check – Test Phase	Nov, 2017			\$17,500

Cook County will be billed actual travel and living costs (including actual transportation and lodging, and per diem meal expenses) estimated at 16% of professional services charges. For this PCR, it is estimated to be \$28,000 USD and will be billed as per SOW terms and conditions.

The price quoted here is valid for 60 days from document date unless otherwise noted.

## 9.0 Terms for this Change Authorization

This PCR amends the Software and System Integration Services and Managed Services for Oracle EBS ERP Software as per Contract #1418-14268 signed September 28, 2015 and takes precedence over that SOW, MSA, and all attachments and exhibits (that are part of the contract) and all prior PCRs still in effect with regards to the content in this PCR. All other terms in the referenced Statement of Work (SOW), MSA and all prior PCRs are still in effect and applicable IBM Customer Agreements referenced in the SOW are not affected by this PCR and remain in full force and effect.

Approved by:

\_\_\_\_\_  
For Cook County  
Government

\_\_\_\_\_  
Date

\_\_\_\_\_  
For International  
Business Machines (IBM)

\_\_\_\_\_  
Date



## PROJECT CHANGE REQUEST #46A

Infrastructure - Increase Production Capacity DMZ (HR Self Service), QA - Fusion Middleware

April 28, 2017

Project Name	Cook County	Project Manager	Tom Lynch
Project Type	STEP Project	Project Sponsor	Gayle Brim
Project Description	#46A Infrastructure - Increase Production Capacity DMZ (HR Self Service), QA - Fusion Middleware	Project Lead	Rich Lulie
Project Owner	Tom Lynch	Project ID	#1418-14268
Requested Start Date	5/01/2017	Start Date	9/30/2020
		End Date	9/30/2025 (Optional)

### 1.0 Project Change Request (PCR) Overview

Cook County has requested that IBM include additional capacity to meet its business requirements for the Oracle STEP implementation. These capacity drivers are as follows:

- Increase in capacity for the Oracle EBS application server located in the DMZ (to support user base outside of the County network for HR Self Service functionality)
- Increase in capacity for QA Fusion Middleware environment (to reach performance needs with High Availability components in-place)

### 2.0 SOW Updates

This PCR modifies the SOW Attachment 11- to environment table:

These changes result in increases as follows:

- Employee Self-Service:
  - Additional Capacity for DMZ Application Servers



- VM1: 4 CPU's, 38 GB Memory
- VM2: 4 CPU's, 38 GB Memory
- Fusion Middleware - QA:
  - 6 additional CPU's
  - 56 GB of additional Memory

### 3.0 Scope Section

This PCR will increase the memory to support the new application and access capacity demands.

PCR capacity will be validated during performance testing. Any changes required will be handled as a PCR.

ERP Application Environment Supported	Server Type	VM Type	OS Platform	# of VMs	#vCPU's or Cores	VM Size or Storage Allocation	RAM GB/M	Tier 1 Storage GB	Tier 3 Storage GB	Start Month	End Month
EBS: PROD	DMZ	64-bit	AIX	2	6 (2 current + 4)	Core Based	48 (10 current + 38)	250		17	120
FMW: QA Database	Database	64-bit	AIX	2	4 (2 current + 2)	Core Based	32 (18 current + 14)	400		17	120
FMW: QA Application	Application	64-bit	AIX	2	4 (3 current + 1)	Core Based	32 (18 current + 14)	250		17	120

### 4.0 IBM Responsibility

The following will be added to Section IBM will:

Not applicable to this PCR

### 5.0 Cook County Responsibilities

Not applicable to this PCR

### 6.0 Deliverable Materials

Not applicable to this PCR



## 7.0 Completion Criteria

IBM will have fulfilled its obligations under this PCR when any one of the following first occurs:

- IBM satisfies the Completion Criteria set forth in Section 4.0 IBM Responsibilities and delivers the item described in Section 6.0 Deliverable Materials; or
- Cook County or IBM terminates the Services in accordance with the provisions of the SOW



## 8.0 Charges

Delivery Charges are \$1,470 /month for the duration of the signed executed contract (40 months from 6/1/2017 through 9/30/2020) totaling \$58,800 for the Infrastructure DMZ (HR Self Service) and \$1,261 /month for Fusion Middleware SOW for the duration of the signed executed contract (40 months from 6/1/2017 through 9/30/2020) totaling \$54,223. A one-time architecture and test charge will be included as a project planning/management charge of \$19,410 and a CMS Initialization charge of \$3783 will be charged starting 6/1/2017. Total of all charges is \$132,433.

There is also a one-time 5-year option that can start on 10/1/2020 and go through 9/30/2025. If that option is executed, there will be a \$2,731 /month for the remainder of the contract (60 months from 10/1/2020 through 9/30/2025) totaling \$163,860.

Invoicing terms are included in Section 4 – Invoicing of Schedule 3 Fees. A 10% holdback for the Fixed Fee portion will be paid as part of W4-M2 Quality Gate Check - Project Planning Phase Milestone that occurs after the completion of the Deliverable. The recurring fees will be additional to the monthly CMS infrastructure charges billed per the same terms as the existing CMS invoices.

## Billing Schedule

W0-2.21	1	Architecture, billed with the Project Management Activities Monthly Status Report	\$19,410	\$19,410
	1	CMS Initialization	\$3,783	\$3,783
	40	Cloud Managed Services Monthly Fees – SOA	\$1,261	\$50,440
	40	Cloud Managed Services Monthly Fees – DMZ/ESS	\$1,470	\$58,800
		Total increase over SOW charges for 43 Months (3/1/2017-9/30/2020)		\$132,433



### Optional Renewal Billing Schedule (for 10/1/2020-9/30/2025)

	60	Cloud Managed Services Monthly Fees - SOA	\$1,261	\$75,660
	60	Cloud Managed Services Monthly Fees - DMZ/ESS	\$1,470	\$88,200
		Total increase over SOW charges for 60 months (10/1/2020-9/30/2025)		\$163,860

The price quoted here is valid for 60 days from document date unless otherwise noted.

### 9.0 Terms for this Change Authorization

This PCR amends the Software and System Integration Services and Managed Services for Oracle EBS ERP Software as per Contract #1418-14268 signed September 28, 2015 and takes precedence over that SOW, MSA, and all attachments and exhibits (that are part of the contract) and all prior PCRs still in effect with regards to the content in this PCR. All other terms in the referenced Statement of Work (SOW), MSA, and all prior PCRs are still in effect and applicable. IBM Customer Agreements referenced in the SOW are not affected by this PCR and remain in full force and effect.

Approved by:

\_\_\_\_\_  
Name: Tom Lynch  
For Cook County Government

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: Gayle Brim  
For International Business Machines (IBM)

\_\_\_\_\_  
Date

April 28, 2017

Strategic Tactical Enterprise Processes  
STEP UP TO SUCCESS





## PROJECT CHANGE REQUEST #46B

Infrastructure - DR FTP server

April 28, 2017

Customer Name	Cook County	Project Manager	Tom Lynch
Project Name	STEP Project	Project Sponsor	Gayle Brim
Project Title	#46B Infrastructure - DR FTP server	Project Lead	Rich Lulie
Requester Name	Tom Lynch	Request Number	#1418-14268
Planned Start Date	May 1, 2017	Planned End Date	9/30/2020 9/30/2025 (Optional)

### 1.0 Project Change Request (PCR) Overview

Cook County has requested that IBM include additional capacity to meet its business requirements for the Oracle STEP implementation. These capacity drivers are as follows:

- Addition of FTP server to Disaster Recovery environment

### 2.0 SOW Updates

This PCR modifies the SOW Attachment 11- to environment table:

These changes result in increases as follows:

- FTP Server for DR:
  - 2 CPU's, 12 GB of memory, 1 GB storage

### 3.0 Scope Section

This PCR will increase the memory to support the new application and access capacity demands.

PCR capacity will be validated during performance testing. Any changes required will be handled as a PCR.



This VM is sized the same as the PROD FTP FM. If the PROD VM requires additional capacity (disk, CPU, memory) for Wave 3 and 4 delivery, the DR VM will also require addition capacity

ERP Application Environment Supported	Server Type	VM Type	OS Platform	# of VMs	#vCPUs or Cores	VM Size or Storage Allocation	RAM GB/VM	Tier 1 Storage GB	Tier 3 Storage GB	Start Month	End Month
FTP Server - DR VM	File Transfer	64-bit	AIX	1	2	Core Based	12		1000	17	120

#### 4.0 IBM Responsibility

The following will be added to Section IBM will:

1. Install and configure new DR FTP virtual machine and implement additional capacity on existing virtual machines
2. Monitor and Maintain server in conjunction with other infrastructure components

#### 5.0 Cook County Responsibilities

Not applicable to this PCR

#### 6.0 Deliverable Materials

Not applicable to this PCR

#### 7.0 Completion Criteria

IBM will have fulfilled its obligations under this PCR when any one of the following first occurs:

- IBM satisfies the Completion Criteria set forth in Section 4.0 IBM Responsibilities and delivers the item described in Section 6.0 Deliverable Materials; or
- Cook County or IBM terminates the Services in accordance with the provisions of the SOW

The estimated project schedule will be

- Estimate 4 weeks to build new VM's
- Estimate 1 weeks to add memory and CPU's to existing VM's

#### 8.0 Charges

Deliverable Charges are a fixed fee of \$103,208 payable when the new virtual machine and additional capacity come on-line plus \$1,600 /month for the duration of the signed executed contract (40 months from 6/1/2017 through 9/30/2020) totaling \$167,208.



There is also a one-time 5-year option that can start on 10/1/2020 and go through 9/30/2025. If that option is executed, there will be a one-time Fixed Fee up front for \$23,100 and \$1,600 /month for the remainder of the contract (60 months from 10/1/2020 through 9/30/2025) totaling 119,100.

Invoicing terms are included in Section 4 – Invoicing of Schedule 3 Fees. A 10% holdback for the Fixed Fee portion will be paid as part of W4-M2 Quality Gate Check - Project Planning Phase Milestone that occurs after the completion of the Deliverable. The recurring fees will be additional to the monthly CMS infrastructure charges billed per the same terms as the existing CMS invoices.

### Billing Schedule

W4-M2	1	W4-M2 Quality Gate Check - Project Planning Phase	\$103,208	\$103,208
	40	Cloud Managed Services Monthly Fees - DR FTP	\$1,600	\$64,000
		Total increase over SOW charges for 40 Months (6/1/2017-9/30/2020)		\$167,208

Cook County will be billed travel and living costs (including actual transportation and lodging, and per diem meal expenses) estimated at \$12,100 for this PCR.

### Optional Renewal Billing Schedule (for 10/1/2020-9/30/2025)

	1	Upfront Fee for Renewal Term Support Services	\$23,100	\$23,100



	60	Cloud Managed Services Monthly Fees - DR FTP	\$1,600	\$96,000
		Total increase over SOW charges for 60 months (10/1/2020-9/30/2025)		<b>\$119,100</b>

The price quoted here is valid for 60 days from document date unless otherwise noted.

### 9.0 Terms for this Change Authorization

This PCR amends the Software and System Integration Services and Managed Services for Oracle EBS ERP Software as per Contract #1418-14268 signed September 28, 2015 and takes precedence over that SOW, MSA, and all attachments and exhibits (that are part of the contract) and all prior PCRs still in effect with regards to the content in this PCR. All other terms in the referenced Statement of Work (SOW), MSA, and all prior PCRs are still in effect and applicable. IBM Customer Agreements referenced in the SOW are not affected by this PCR and remain in full force and effect.

Approved by:

\_\_\_\_\_  
Date  
Name: Tom Lynch  
For Cook County Government

\_\_\_\_\_  
Date  
Name: Gayle Brim  
For International Business Machines (IBM)



# PROJECT CHANGE REQUEST #49

## Budget Amendment Application

April 28, 2017

Customer Name	Cook County	Project Sponsor	Tom Lynch
Project Name	STEP Project	Project Manager	Gayle Brim
Project Change Request	PCR #49 Budget Amendment Application	Project Manager	Rich Lulie
Requester Name	Tom Lynch	Project ID	#1418-14268
Estimated Start Date	5/01/2017	Estimated End Date	9/1/2017

### 1.0 Project Change Request (PCR) Overview

Cook County has requested that IBM to build a Budget Amendment application utilizing the Oracle EBS platform. This effort is a rebuild of the current stand-alone Budget application.

### 2.0 SOW Updates

This PCR modifies the SOW Attachment 11- to environment table:

These changes result in increases as follows:

Effort required to design, build, and test the Budget Amendment system utilize the Oracle EBS platform tools.

### 3.0 Scope Section

The following components are required per review of the existing Budget Amendment Application:

- 2 Reports to support Amendment printing
- 1 Interface – Budget load from Hyperion
- 14 Application Forms
  - Home/Landing Page screen



- Amendment List screen
- Data entry screens – Header, Personal, Impersonal, Preview
- Data entry screens - Sponsor Tab, Header Tab, Non-Budgetary Tab, Personal Line
- Item Entry screen
- Impersonal Line Item Entry screen
- Print Multiple Amendment screen

#### 4.0 IBM Responsibility

The following will be added to Section IBM will:

- Develop functional specifications for each system component
- Build and Test each component
- Deliver technical documentation for each object – Technical Specification, Unit Test document, Code Migration document.
- Develop Training materials
- Conduct System Integration Testing
- Support User acceptance Testing

#### 5.0 Cook County Responsibilities

- Provide access to the existing application
- Provide access to source code and database object supporting the existing application
- Provide Subject Matter Experts to fully define the detailed requirements of the system
- Test and verify the system is ready for deployment

#### 6.0 Deliverable Materials

W4-20	Functional Specification for Workflow and Enhancements
W4-18	Functional Specifications for Interfaces and Systems Integration
W4-26	Technical Specifications for Interfaces and Systems Integration
W4-28	Technical Specification for Workflow and Enhancements
W4-31	Interfaces and Integration Development and Documentation
W4-29	Application/Workflow and Enhancements Configuration and Documentation
W4-34	System and Integration Testing (SIT) Results Documentation
W4-37	Deliver User Acceptance Testing (UAT) Orientation/Training



W4-36.2	Final Training Materials
W4-HYP	Hypercare - Month 1
W4-HYP	Hypercare - Month 2

### 7.0 Completion Criteria

IBM will have fulfilled its obligations under this PCR when any one of the following first occurs:

- IBM satisfies the Completion Criteria set forth in Section 4.0 IBM Responsibilities and delivers the item described in Section 5.0 Deliverable Materials; or
- Cook County or IBM terminates the Services in accordance with the provisions of the SOW

### 8.0 Charges

Total Deliverable Charges are \$ 285,000.00. Cook County will be billed according to the billing schedule below.

#### Billing Schedule

W4-20	Functional Specification for Workflow and Enhancements	May-17	50,000.00
W4-18	Functional Specifications for Interfaces and Systems Integration	May-17	
W4-26	Technical Specifications for Interfaces and Systems Integration	Jun-17	50,000.00
W4-28	Technical Specification for Workflow and Enhancements	Jun-17	
W4-31	Interfaces and Integration Development and Documentation	Jul-17	50,000.00
W4-29	Application/Workflow and Enhancements Configuration and Documentation	Jul-17	
W4-34	System and Integration Testing (SIT) Results Documentation	Aug-17	25,000.00
W4-37	Deliver User Acceptance Testing (UAT) Orientation/Training	Aug-17	25,000.00



STEP Project  
Project Change Request 049  
Budget Amendment Application



W4-36.2	Final Training Materials	Aug-17	15,000.00
W4-HYP	Hypercare - Month 1	Sep-17	35,000.00
W4-HYP	Hypercare - Month 2	Oct-17	35,000.00
	<b>Total</b>		<b>285,000.00</b>

Cook County will be billed actual travel and living costs (including actual transportation and lodging, and per diem meal expenses) estimated at 16% of professional services charges. For this PCR, it is estimated to be \$45,600 USD and will be billed as per SOW terms and conditions

The price quoted here is valid for 60 days from document date unless otherwise noted. Depending on the signature date for this PCR, Some or all the PCR activities may need to be completed after go-live. This may limit the required functionality not to be available during the first couple of months.

### 9.0 Terms for this Change Authorization

This PCR amends the Software and System Integration Services and Managed Services for Oracle EBS ERP Software as per Contract #1418-14268 signed September 28, 2015 and takes precedence over that SOW, MSA, and all attachments and exhibits (that are part of the contract) and all prior PCRs still in effect with regards to the content in this PCR. All other terms in the referenced Statement of Work (SOW), MSA, and all prior PCRs are still in effect and applicable. IBM Customer Agreements referenced in the SOW are not affected by this PCR and remain in full force and effect.

Approved by:

\_\_\_\_\_  
Date  
Name: Tom Lynch  
For Cook County Government

\_\_\_\_\_  
Date  
Name: Gayle Brim  
For International Business Machines (IBM)





## PROJECT CHANGE REQUEST #51

Polaris Reporting software (Polaris)

April 28, 2017

Customer Name and Number	Cook County #2167142	Request Number	Tom Lynch
Project Name	STEP "ERP" Implementation	Requester	Gayle Brim
Project Change Request	#51 Polaris Reporting Software	Requester	Richard Lulie
Requested By	Tom Lynch	Request Number	#1418-14268
Estimated Start Date	5/01/2017	Estimated End Date	4/30/2021

### 1.0 Project Change Request (PCR) Overview

Cook County has requested to add the Polaris Associates Reporting Software suite to the STEP project. The Polaris product includes prebuilt reports and a reporting workbench. This PCR includes software purchase, installation, test, and maintenance for the following Polaris products:

- Reporting Workbench
- Smart Grid
- Excel Publisher
- BI Publisher Integration
- Dashboards
- Document Bursting
- Scheduling
- GL - Flex FSG Reporting Solution
- Reporting Workbench Pre-built Content
  - Financials
  - Supply Chain
  - Human Capital Management

This contract includes an unlimited user license if purchased prior to 5/31/17.



## 2.0 SOW Updates

This PCR modifies the SOW Section 1.1 Functional Scope. The following will be added to Table 1.1-2 Gap Software:

Functional Area	Module	Vendor/Product
System	Polaris Associates Reporting Software for Financials, Human Capital Management, and Supply chain	Polaris Associates

SOW Appendix 3-4 (Fees) will also be updated with charges related to the purchase of the software and Gap Software Annual Maintenance as stated in Section 8 of this document.

## 3.0 Scope Section

Services related to this PCR include the purchase of "gap" software required to purchase and implement the Polaris solution with software maintenance through 2020 and an option for one 5 year extension from 2021-2025.

## 4.0 IBM Responsibility

The following will be added to Schedule 2A Section 2.2 IBM Project Team Roles and Responsibilities:

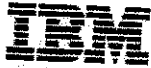
- Resell requisite Polaris licenses and maintenance agreements for such software
- Install the software
- Provide testing support to validate the installation

## 5.0 Cook County Responsibilities

None

## 6.0 Deliverable Materials

IBM will provide Cook County with licenses, install, test, and release the Polaris reporting solution to production.



IBM will provide up to 60 hours of training, comprised of a mix of on-site and on-site training.

## 7.0 Completion Criteria

IBM will have fulfilled its obligations under this PCR when any one of the following first occurs:

- IBM satisfies the Completion Criteria set forth in Section 4.0 IBM Responsibilities and delivers the items described in Section 6.0 Deliverable Materials; or
- Cook County or IBM terminates the Services in accordance with the provisions of the SOW

## 8.0 Charges

Charges for the Polaris software, implementation, and first year of maintenance totals \$358,620 plus an additional \$12,000 for travel. Support for the following 3 years (through April 30, 2021) totals \$131,743.00.

There is also a one-time 5-year option that can start on 5/01/2021 and go through 4/30/2026. If that option is executed, annual charges that total \$267,314.00 (for the 5 year period) will be due for the remainder of the contract.

Invoicing terms are included in Section 4 – Invoicing of Schedule 3 Fees.

### Billing Schedule

Deliverable ID	Title	Month	Payment
W4 – SW2	Purchase and Implementation of Gap Software – Polaris Reporting (and 1 <sup>st</sup> year maintenance)	May-2017	\$358,620.00

Polaris Software Maintenance		
Contract Year	Month	Billing Amount
Year 2	May-2018	\$41,790.00
Year 3	May-2019	\$43,880.00
Year 4	May-2020	\$46,073.00
Total		\$131,743.00



**Optional Renewal Billing Schedule (for 5/01/2021-4/30/2026)**

Polaris Software Maintenance		
Contract Year	Month	Billing Amount
Year 5	May - 2021	\$48,377.00
Year 6	May - 2022	\$50,796.00
Year 7	May - 2023	\$53,336.00
Year 8	May - 2024	\$56,003.00
Year 9	May - 2025	\$58,803.00
<b>Total</b>		<b>\$267,314.00</b>

This contract includes an unlimited license for Cook County. Polaris has stated that they will honor this pricing as long as the contract is signed before 5/31/2017.

Cook County will be billed travel and living costs (including actual transportation and lodging, and per diem meal expenses) estimated \$12,000.

The price quoted here is valid for 60 days from document date unless otherwise noted. Any Polaris software pricing changes prior to the County's exercise of this option will be subject to the SOW Change Order Procedure.

### **9.0 Terms for this Change Authorization**

This PCR amends the Software and System Integration Services and Managed Services for Oracle EBS ERP Software as per Contract #1418-14268 signed September 28, 2015 and takes precedence over that SOW, MSA, and all attachments and exhibits (that are part of the contract) and all prior PCRs still in effect with regards to the content in this PCR. All other terms in the referenced Statement of Work (SOW), MSA and all prior PCRs are still in effect and applicable IBM Customer Agreements referenced in the SOW are not affected by this PCR and remain in full force and effect.

Approved by:

\_\_\_\_\_  
For Cook County  
Government

\_\_\_\_\_  
Date

\_\_\_\_\_  
For International Business  
Machines (IBM)

\_\_\_\_\_  
Date



## PROJECT CHANGE REQUEST #52

Additional Resource Requirement – for Performance Mgmt, Budget Amendment, HCM additional scope

April 28, 2017

Customer Name	Cook County	Project Sponsor	Tom Lynch
Project Name	STEP Project	Project Manager	Gayle Brim
Project Change Request #	#52 Additional Resource Requirement – for OPM, Budget Amendment, and HCM additional RICE	Request Number	Subhranil Bhattacharya
Requester Name	Tom Lynch	Request Number	#1418-14268
Request Date	12/01/2017	Request Due Date	09/30/2020 09/30/2025 (Option)

### 1.0 Project Change Request (PCR) Overview

Additional AMS capacity is required to support additional implementation scope of Performance Management, the budget amendment application and technical RICE objects for HCM. This additional capacity of the IBM AMS team would be able to address increased number of critical production issues within the SLA.

In absence of these three additional IBM support resources, capacity will not be adequate to effectively support additional functionality for Performance Management, the budget amendment application and technical RICE objects for HCM. Also, without additional resources, existing support for finance and procurement areas would result in longer turn-around time for critical incidents and ultimately increase backlog of production issues (as those resources would be taking on additional areas).

Cook County has requested that IBM include additional resource capacity to meet its business requirements for the Oracle STEP implementation. These capacity drivers are as follows:

- Oracle HCM Additional RICE Objects-- AMS production support & Enhancement
- Increase in capacity for the Oracle EBS AMS team (to support functionality for Oracle Performance Management)
- Increase in capacity for the Oracle EBS AMS team (& Budget Amendment)



## 2.0 SOW Updates

This PCR modifies Section 4.4 of SCHEDULE 2A of Statement of Work. IBM AMS Team Roles and Responsibilities of the SOW will be modified to increase AMS capacity.

## 3.0 Scope Section

IBM will provide additional functional and technical support coverage capacity to lead and manage the Level 2/3 Oracle related issues for the STEP project as per Schedule 2A – Statement of Work. The following resources will be added as per this change request.

Budget Amendment functional AMS support	Offsite	01-Sep-2017	30-Sep-2020
Oracle HCM Additional RICE functionality AMS support	Offsite	01-Jan-2018	30-Sep-2020
Oracle Performance Management AMS support	Offsite	01-Mar-2018	30-Sep-2020

## 4.0 IBM Responsibility

The following will be added to 2.2. IBM Project Team Roles and Responsibilities.

Offshore Budget Amendment Support	Resolve functional issues for Budget Amendment within Oracle R12 by working closely with other Functional Lead and offshore technical resources and Cook County IT personnel and Cook County business users support lead) and offshore and on-site technical resources	.25
Offshore Oracle Performance management Support	Resolve functional issues for Oracle Performance management within Oracle R12 by working closely with other Functional Lead and technical resources, Cook County IT personnel and Cook County business users.	.25
Offshore HCM Technical Support Lead	Resolve technical issues for Oracle HCM modules and by working closely with Functional Lead and other offshore technical resources	.25

## 5.0 Cook County Responsibilities

Same as defined in Section 6.0 of Schedule 2A.



## 6.0 Deliverable Materials

Not applicable to this PCR

## 7.0 Completion Criteria

Same as defined in Section 4.5 of Schedule 2A

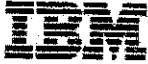
## 8.0 Charges

Total Deliverable Charges is \$305,000. AMS fees will be payable as per following monthly billing schedule.

The price quoted here is valid for 60 days from document date unless otherwise noted.

### Billing Schedule

9/01/17	9/30/17	1	Monthly AMS Team Transition Charges for 9/1/17 Budget Amendment	\$3,240	\$3,240
12/01/17	12/31/17	1	Monthly AMS Team Transition Charges for 12/1/17 HCM Additional scope	\$3,240	\$3,240
2/01/18	2/28/18	1	Monthly AMS Team Transition Charges for 2/1/18 OPM	\$3,260	\$3,260
12/01/17	09/30/19	34	Monthly AMS Charges for 9/1/17 Budget Amendment 12/1/17 HCM Additional scope 3/1/18 OPM	\$8,390	\$285,260
09/01/17	9/30/17	1	W0-2.16 Project Management Activities Monthly Status Report	\$10,000	\$10,000
09/01/17	09/30/20	38	Total		\$305,000



STEP Project  
Project Change Request 052  
AMS Resource Additions – New Modules and HCM RICE expansion



Cook County will be billed travel and living costs as incurred (including actual transportation and lodging, and per diem meal expenses). For this PCR, those costs are estimated to be \$22,875 USD and will be billed as per SOW terms and conditions

Invoicing terms are included in Section 4 – Invoicing of Schedule 3 Fees. A 10% holdback for the Fixed Fee portion will be paid as part of W4-M2 Quality Gate Check - Project Planning Phase Milestone that occurs after the completion of the Deliverable. The recurring fees will be additional to the monthly AMS charges billed per the same terms as the existing AMS invoices.

**Optional Renewal Billing Schedule (for 10/1/2020-9/30/2025)**

There is also an additional 5-year option that may start on 10/1/2020 and go through 9/30/2025. If that option is executed, there will be a monthly fixed service fee as per below billing schedule

10/01/2020	09/30/2025	60	Monthly AMS Charges for OPM, Budget Amendment, HCM additional scope	\$6,700	\$402,000
10/01/2020	09/30/2025	60	<b>Total</b>		\$402,000

**9.0 Terms for this Change Authorization**

This PCR amends the Software and System Integration Services and Managed Services for Oracle EBS ERP Software as per Contract #1418-14268 signed September 28, 2015 and takes precedence over that SOW, MSA, and all attachments and exhibits (that are part of the contract) and all prior PCRs still in effect with regards to the content in this PCR. All other terms in the referenced Statement of Work (SOW), MSA, and all prior PCRs are still in effect and applicable. IBM Customer Agreements referenced in the SOW are not affected by this PCR and remain in full force and effect.

Approved by:

\_\_\_\_\_  
Date  
Name: Tom Lynch  
For Cook County Government

\_\_\_\_\_  
Date  
Name: Gayle Brim  
For International Business Machines  
(IBM)





## PROJECT CHANGE REQUEST #53

### Infrastructure Additions - Hyperion

April 28, 2017

Client	Cook County	Project Sponsor	Tom Lynch
Project Name	STEP Project	Project Manager	Gayle Brim
Project Number	#53 Infrastructure Additions - Hyperion	Project Number	Rich Lulie
Project Lead	Tom Lynch	Project Number	#1418-14268
Project Start Date	5/01/2017	Project End Date	9/30/2020 9/30/2025 (Optional)

### 1.0 Project Change Request (PCR) Overview

Cook County has requested that IBM include additional capacity to meet its business requirements for the Oracle STEP implementation. These capacity drivers are as follows:

- Increase in capacity for all Hyperion environments (to address errors identified in testing due to additional application requirements)

### 2.0 SOW Updates

This PCR modifies the SOW Attachment 11- to environment table:

These changes result in increases as follows:

- Hyperion:
  - 76 GB of additional memory for DEV, QA, and PROD AIX Application VM's
  - 124 GB of additional memory for DEV, QA, and PROD Windows Application VM's



### 3.0 Scope Section

This PCR will increase the memory to support the new application and access capacity demands.

PCR capacity will be validated during performance testing. Any changes required will be handled as a PCR.

ERP Application Environment Supported	Server Type	VM Type	OS Platform	# of VMs	#vCPUs or Cores	VM Size or Storage Allocation	RAM GB/VM	Tier 1 Storage GB	Tier 3 Storage GB	Start Month	End Month
Hyperion – DEV	Application	64-bit	AIX	1	4	Core Based	108 (32 Current+ 76 GB)		600	17	120
Hyperion - Dev, Test	Application	64-bit	Windows	1	2	Custom	128 (4 current + 124)	128		7	120
Hyperion – QA	Application	64-bit	AIX	1	2	Core Based	108 (32 Current+ 76 GB)	200		17	120
Hyperion - QA	Application	64-bit	Windows	1	2	Custom	128 (4 current + 124)	128		13	120
Hyperion – PROD	Application	64-bit	AIX	1	4	Core Based	108 (32 Current+ 76 GB)	200		17	120
Hyperion - Prod	Application	64-bit	Windows	1	2	Custom	128 (4 current + 124)	500		17	120

### 4.0 IBM Responsibility

The following will be added to Section IBM will:

1. Install and configure additional memory
2. Monitor and Maintain server in conjunction with other infrastructure components

### 5.0 Cook County Responsibilities

Not applicable to this PCR

### 6.0 Deliverable Materials

Not applicable to this PCR

### 7.0 Completion Criteria

IBM will have fulfilled its obligations under this PCR when any one of the following first occurs:

- IBM satisfies the Completion Criteria set forth in Section 4.0 IBM Responsibilities and delivers the item described in Section 6.0 Deliverable Materials; or



- Cook County or IBM terminates the Services in accordance with the provisions of the SOW

The estimated project schedule will be

- Estimate 1 week to add memory, storage, and CPU's to existing VM's

## 8.0 Charges

Total Deliverable Charges are \$4,760 /month for the duration of the signed executed contract (40 months from 6/1/2017 through 9/30/2020) and a CMS Initialization charge of \$14,280 totaling \$204,680. An additional IBM discount of \$15,178 is being provided and will be used to offset the initialization charge and the remaining \$898 will be applied to the first monthly payment.

There is also a one-time 5-year option that can start on 10/1/2020 and go through 9/30/2025. If that option is executed, there will be a \$4,760 /month for the remainder of the contract (60 months from 10/1/2020 through 9/30/2025) totaling \$285,600

The price quoted here is valid for 60 days from document date unless otherwise noted.

Invoicing terms are included in Section 4 – Invoicing of Schedule 3 Fees. A 10% holdback for the Fixed Fee portion will be paid as part of W4-M2 Quality Gate Check - Project Planning Phase Milestone that occurs after the completion of the Deliverable. The recurring fees will be additional to the monthly CMS infrastructure charges billed per the same terms as the existing CMS invoices.

## Billing Schedule

	1	CMS Initialization	\$14,280	\$14,280
	40	Cloud Managed Services Monthly Fees	\$4,760	\$190,400
	1	Additional IBM Discount	(\$15,178)	(\$15,178)
		Total increase over SOW charges for 43 Months (3/1/2017-9/30/2020)		\$189,502



**Optional Renewal Billing Schedule (for 10/1/2020-9/30/2025)**

	60	Cloud Managed Services Monthly Fees	\$4,760	\$285,600
		Total increase over SOW charges for 60 months (10/1/2020-9/30/2025)		\$285,600

**9.0 Terms for this Change Authorization**

This PCR amends the Software and System Integration Services and Managed Services for Oracle EBS ERP Software as per Contract #1418-14268 signed September 28, 2015 and takes precedence over that SOW, MSA, and all attachments and exhibits (that are part of the contract) and all prior PCRs still in effect with regards to the content in this PCR. All other terms in the referenced Statement of Work (SOW), MSA, and all prior PCRs are still in effect and applicable. IBM Customer Agreements referenced in the SOW are not affected by this PCR and remain in full force and effect.

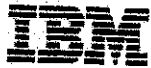
Approved by:

\_\_\_\_\_  
Name: Tom Lynch  
For Cook County Government

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: Gayle Brim  
For International Business Machines  
(IBM)

\_\_\_\_\_  
Date



# PROJECT CHANGE REQUEST #056 WAVE 2 – ADDITIONAL HYPERCARE OPERATING BUDGET & ADDITIONAL BUDGET BOOKS

April 28, 2017

	Cook County		Tom Lynch
	STEP Project		Gayle Brim
	056		Rich Lulie
	Tom Lynch		#1418-14268
	06/01/17		09/30/2017

## 1.0 Project Change Request (PCR) Overview

Cook County has requested that IBM extend 2 resources for additional Wave 2 Hypercare support. The Hypercare period within the IBM contract is April-May 2017 (ending May 29, 2017). This PCR covers an extension of 2 resources as follows:

5/29/17 – 9/01/17 – Operating Budgets (Douglas Patrick or equivalent)

7/03/17 - 9/29/17 – For Aug 2017 Go-live items (Phil Crowe or equivalent)

## 2.0 SOW Updates

This PCR modifies section 4.3.2 Hypercare of the SOW.

## 3.0 Scope Section

IBM will extend 2 functional resources to provide Hypercare support during the 2<sup>nd</sup> and 3<sup>rd</sup> Go-Live for Hyperion during Wave 2, as described in the IBM responsibility section of this PCR:

1. 2<sup>nd</sup> Go Live of Operating Budget
2. 3<sup>rd</sup> Go Live – Revised Scope (additional budget books)



#### 4.0 IBM Responsibility

The following resources will be extended to provide additional support during Hypercare phase of the Wave 2 project:

Functional Resource				
Functional Resource	1	Hyperion – Operating Budget	06/01/2017	09/01/2017
Functional Resource	1	Hyperion – Budget Books	07/03/2017	09/30/2017

Services will be delivered remotely in most cases, however the resources will be on site for the week preceding and the week following the Operating Budget and Budget Book go-lives.

#### 5.0 Cook County Responsibilities

Not applicable

#### 6.0 Deliverable Materials

The following deliverables listed below are part of the signed contract. They will now include additional support activities for the users during Hypercare. These activities will be documented as a part of monthly reporting for the time period of this PCR.

49	Managed Service Status Report (Monthly)	Participant	Lead
	Combine Managed Services Status reports, SLA Compliance Report and Performance Trend Analysis		

#### 7.0 Completion Criteria

IBM will perform additional support during Hypercare and report on a monthly basis via Managed Services Status Report. IBM will have fulfilled its obligations for additional support under this PCR when any one of the following first occurs:

- The contract period of performance has ended (i.e. 9/30/2017); or
- The County or IBM terminates the delivery of Services in accordance with the provisions of the SOW



STEP Project  
Project Change Request 056  
Wave 2 - Additional Hypercare (for 2<sup>nd</sup>/3<sup>rd</sup> go lives:  
Operating Budget & Additional Budget Books)



The current estimated project schedule or completion Criteria will not be impacted by this PCR. Cook County can extend these resources beyond planned duration based on written approval and execution of an additional PCR.

### 8.0 Charges

Total Charges are USD \$213,660 on a Fixed Fee basis and will be added to Schedule 2A: Appendix 3-4 (Fees) as follows:

49	July 2017	Managed Service Status Report (Monthly) Additional Bill Amount	\$ 71,220
49	August 2017	Managed Service Status Report (Monthly) Additional Bill Amount	\$ 71,220
49	September 2017	Managed Service Status Report (Monthly) Additional Bill Amount	\$ 71,220

Cook County will be billed travel and living costs as incurred (including actual transportation and lodging, and per diem meal expenses). For this PCR, it is estimated to be \$16,000 USD and will be billed as per SOW terms and conditions. The price quoted here is valid for 60 days from document date unless otherwise noted.

### 9.0 Terms for this Change Authorization

This PCR amends the Software and System Integration Services and Managed Services for Oracle EBS ERP Software as per Contract #1418-14268 signed September 28, 2015 and takes precedence over that SOW, MSA, and all attachments and exhibits (that are part of the contract) and all prior PCRs still in effect with regards to the content in this PCR. All other terms in the referenced Statement of Work (SOW), MSA and all prior PCRs are still in effect and applicable IBM Customer Agreements referenced in the SOW are not affected by this PCR and remain in full force and effect.

Approved by:

For Cook County  
Government

Date

For International Business  
Machines (IBM)

Date



# PROJECT CHANGE REQUEST #57 WAVE 2 ADDITIONAL REQUIREMENTS POST UAT

April 28 2017

Project Name	Cook County	Project Manager	Tom Lynch
Project Scope	STEP Project (Wave2 -- Hyperion)	Project Sponsor	Gayle Brim
Project Number	057	Project Lead	Rich Lulie
Project Owner	Tom Lynch	Project ID	#1418-14268
Estimated Start Date	5/1/2017	Estimated End Date	07/28/2017*

\* To be reevaluated based on actual Start Date

## 1.0 Project Change Request (PCR) Overview

Cook County has requested that IBM include additional requirements and RICE for the Wave 2 Hyperion implementation scope for design, development and testing. The requirements were reviewed in detail and specific custom elements were reviewed to determine exact fit based on the applications and county processes. This project change request (PCR) covers aspects of the changes to original requirements plus the additional requirements added, additional integrations (RICE) and Testing and Training requirements for the Wave 2 implementation.

For this change order to be affective, the project team assumes below assumptions.

### General Assumption

- Enhancement listed in section 3.0 are defined as of 2/27/2017
- All submitted deliverables such as functional and technical design documents must be approved





## 2.0 SOW Updates

This PCR modifies Section 1.1 Functional Scope and Section 3.3.6 Construction Phase of the SOW.

## 3.0 Scope Section

The Wave 2 requirements and RICE objects were reviewed with the County offices to determine their need to be included for the project implementation.

### 3.1 Requested New Functionality

All new requirements and/or modified requirements are listed below.

- a. Mass update calculation
- b. Need for mass updating weekly hours
- c. Business rule to clean up values of zero
- d. Create validation rule to ensure 100% allocation on the allocation tab
- e. Need to identify positions that were eliminated due to lay-offs
- f. Create new data upload templates
- g. Develop a report that analyzes the grade step history by position
- h. Create a new rule to combine copy and add new position process into one
- i. Create a flag for new positions to determine type of new position
- j. Create a rule to adjust Entity by % that allow the users to isolate accounts to adjust
- k. XREF for the Capital Budget piece
- l. CAFR Net Position re-classes of data
- m. CAFR Identified meta data cleansing requirements
- n. CAFR transformation entries required due to EBS full accrual conversion issues
- o. CAFR transformation entries required due to EBS modified accrual conversion issues
- p. CAFR transformation entries required due to non-budgeted special revenue funds not converted
- q. CAFR additional effort necessary to perform detailed validation on CAFR reporting impacted by EBS meta data and data related issues
- r. Budget job code and salary grade validation reporting
- s. Budget contract transfer changes
- t. Budget previous year position budget data load from DBMS files

Deliverable documents will be updated to reflect above changes.



## 4.0 IBM Responsibility

The SCOPE changes listed in this PCR Section 3.0 (Scope) will be added into the current SOW section 3.3.6 Construction Phase.

IBM will update the following documents to reflect changes in design and future functionality:

1. Functional Design Documents
2. Functional Specifications for the additional RICE (Reports and Interfaces)
3. Technical designs for the additional RICE (Reports and Interfaces)
4. Built code, unit tested and delivered to the SIT/UAT environment
5. Training on new functional requirements and Hyperion application functionality

## 5.0 Cook County Responsibilities

The responsibilities listed below will be added to the current section 3.3.6 Construction Phase, under Additional County Construction Phase Responsibilities:

County team will:

1. Sign off on all submitted deliverables before enhancement work can start
2. Support discussions on policy issues and arrive at a timely decision
3. Be available to determine different sources of data for the newly added RICE items
4. Support requirements and functional design discussions for reports and interface to arrive at a timely decision
5. Provide and assist in mapping the users to roles for Wave 2 implementation for new Reports and Interfaces

## 6.0 Deliverable Materials

The following deliverables listed below are part of the signed contract and will add RICE items per this change request.

1. Updated Business Requirements and Traceability Matrix W2-14.3
2. Functional Design and Business Changes W2-23.2
3. Technical design specifications W2-25.2
4. Code build and unit test W2-30.2

## 7.0 Completion Criteria

IBM will have fulfilled its obligations under this PCR when any one of the following first occurs:

- o IBM documents and deliver the following items to appropriate Cook County stakeholders for the newly added Requirements and RICE items:



1. Functional design specifications
  2. Technical design specifications
  3. Code built & delivered to SIT
  4. Business Requirements Traceability Matrix
- o IBM satisfies the Completion Criteria set forth in Section 4.0 IBM Responsibilities and delivers the item described in Section 6.0 Deliverable Materials; or
  - o Cook County or IBM terminates the Services in accordance with the provisions of the SOW

The current estimated project schedule or completion Criteria will not be impacted by this PCR.

## 8.0 Charges

Total Deliverable Charges are a Fixed Fee of USD \$128,980.00 payable according to the following deliverables:

### Billing milestones:

Deliverable	Deliverable or Milestone Description	Estimated Completion Date	Fixed Fee	Quality Gate Check Fee	Total Fee
W3-17	Functional Specifications for Reports	Jun-17	\$50,000	\$5,000	\$45,000
W3-M4	Quality Gate Check – Design Phase (Functional)	Sep-17			\$5,000
W3-38	UAT Testing Report	Jun-17	\$25,000	\$2,500	\$22,500
W3-36.2	Final Training Materials	Jul-17	\$19,000	\$1,900	\$17,100
W3-M7	Quality Gate Check – Test Phase	Jan-18			\$4,400
W3A-47	Implement Cut-Over (Go-Live)	Jul-17	\$34,980	\$3,498	\$31,482
W3A-M9	Final Acceptance	Sep-17			\$3,498
	Totals		\$128,980		\$128,980

Invoicing terms are included in Section 4 – Invoicing of Schedule 3 Fees. A 10% holdback for the Fixed Fee will be paid as part of the Quality Gate Check Milestone that occurs after the completion of the Deliverable.

Cook County will be billed travel and living costs as incurred (including actual transportation and lodging, and per diem meal expenses). For this PCR, travel and living costs are estimated to be \$20,600 USD and will be billed per SOW terms and conditions.

The prices quoted here reflect IBM's current price as of this document date and is valid for 60 days from document date unless otherwise noted. The go live date will be reevaluated based on the actual signature date for this PCR.



## 9.0 Terms for this Change Authorization

This PCR amends the Software and System Integration Services and Managed Services for Oracle EBS ERP Software as per Contract #1418-14268 signed September 28, 2015 and takes precedence over that SOW, MSA, and all attachments and exhibits (that are part of the contract) and all prior PCRs still in effect with regards to the content in this PCR. All other terms in the referenced Statement of Work (SOW), MSA, and all prior PCRs are still in effect and applicable. IBM Customer Agreements referenced in the SOW are not affected by this PCR and remain in full force and effect.

Approved by:

\_\_\_\_\_  
Name: Tom Lynch

\_\_\_\_\_  
Date

For Cook County Government

\_\_\_\_\_  
Name: Gayle Brim

\_\_\_\_\_  
Date

For International Business Machines  
(IBM)



# PROJECT CHANGE REQUEST #66

Forest Preserve CAFR

April 28, 2017

Customer Name	Cook County	Project Sponsor	Tom Lynch
Project Name	STEP Project (Wave2 – Hyperion)	Project Partner	Gayle Brim
Project Change Request (PCR)	066	Project Manager	Rich Lulie
Requested By	Tom Lynch	Contract Number	#1418-14268
Estimated Start Date	6/1/17	Estimated End Date	09/30/2017

## 1.0 Project Change Request (PCR) Overview

Cook County has requested that IBM include additional requirements and RICE for the Wave 2 Scope to include a CAFR for the Forest Preserve District (FPD).

For this change order to be affective, the project team assumes below assumptions.

### General Assumption

- An FPD representative will be allocated as an SME for at least 10 hours a week
- All submitted deliverables such as functional and technical design documents must be approved within 5 days of submission

## 2.0 SOW Updates

This PCR modifies Section 1.1 Functional Scope and Section 3.3.6 Construction Phase of the SOW.

## 3.0 Scope Section

This scope of work will add the FPD CAFR to the SOW.



### 3.1 Requested New Functionality

All new requirements and/or modified requirements are discussed with Cook County team and grouped into mini projects. Below is the list of new projects.

#### 3.1.1 CCF CAFR

**Summary:**

Build custom functionality to meet below requirements

**Assumptions:**

- Metadata will be shared between CCG and CCF
- Build very simple rules to produce a very simple cash flow
- Requires new HFM application
- Requires new FDMEE integration
- Requires 32 new reports
- Requires additional effort for InDesign setup up to 160 pages
- Requires Forrest Preserve to maintain Excel models for non-HFM reports

**Requirements Addressed:**

- HFG15 - Number of Capital Asset Projects by Function/Program
- HFG16 - Operating Indicators by Function/Program Last Ten Fiscal Years
- HFG17 - Full-time Equivalent District's Government Employees by Function
- HFG18 - Cook County's 10 Largest Employers
- HFG19 - Demographic and Economic Statistics - Cook County
- HFG21 - Table 1 - Condensed Statements of Net Position Dims : Object Code, Year
- HFG22 - Investments
- HFG23 - Table 1 - Condensed Statements of Activities Dims : Object Code, Year
- HFG24 - Government Revenues by Source
- HFG25 - Government Expenses by Function
- HFG26 - Table 3 - Capital Assets (Net of Depreciation) Dims : Object Code, Year
- HFG27 - Table 4 - Long-Term Debt Dims : Object Code, Year
- HFG28 - Statement of Net Position Dims : Object Code, Fund
- HFG29 - Statement of Activities Dims : Object Code, Fund
- HFG30 - Balance Sheet - Governmental Funds Dims : Object Code, Fund
- HFG31 - Reconciliation of the Balance Sheet of Governmental Funds
- HFG32 - Statement Of Revenues, Expenditures, And Changes In Fund Balances -Governmental Funds Dims : Object Code, Fund



- HFG33 - Reconciliation Of The Statement Of Revenues, Expenditures, And Changes In Fund Balances Of Governmental Funds to The Statement Of Activities
- HFG34 - Statement Of Revenues, Expenses, And Changes In Net Position proprietary Fund Dims : Object Code, Fund
- HFG35 - Statement Of Cash Flows Proprietary Funds
- HFG36 - Statement Of Fiduciary Net Position Fiduciary Funds Dims : Object Code, Fund
- HFG37 - Statement Of Changes In Fiduciary Net Position Fiduciary Funds
- HFG39 - Reconciliation to the Financial Statements
- HFG40 - Interest Rate Risk Table
- HFG41 - Foreign Currency Risk Table
- HFG42 - Fiduciary Fund - Securities Lending
- HFG43 - Receivables Aging
- HFG44 - Capital Assets Roll Forward
- HFG45 - Inter Fund Receivable/Payable
- HFG46 - Long-Term Obligations
- HFG47 - General Obligation Debt
- HFG48 - Long-Term Obligations
- HFG49 - Net Position / Fund Balances
- HFG50 - Pledges Receivable
- HFG51 - Beneficial Interests in 3rd Party Trusts
- HFG52 - Investment - Chicago Horticultural Society
- HFG53 - Fair Value Measurement
- HFG56 - Property & Equipment
- HFG57 - Endowment
- HFG58 - Unconditional Pledges and Grants Receivable
- HFG59 - Fair Value Measurement
- HFG60 - Property & Equipment
- HFG61 - Revenue Bonds
- HFG62 - Tax Collections
- HFG63 - Temporary Restricted Net Position
- HFG64 - Permanently Restricted Net Position
- HFG65 - Endowment
- HFG66 - Net Position Released from Restriction
- HFG67 - Retiree Medication Benefits
- HFG68 - Annual Pension Cost and Net Pension Obligation
- HFG69 - Trend Information
- HFG70 - Funded Status and Funding Progress



- HFG71 - OPEB Obligation
- HFG72 - Note IV: Other Information
- HFG73 - Other Post-Employment Benefits
- HFG74 - Claims Liability
- HFG75 - Detailed Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget And Actual - Corporate Fund Dims: Object Code, Scenario
- HFG76 - Pension Fund Schedule of Employer Contributions and Schedule of Funding Progress
- HFG78 - Post Employment Group Health Benefit Fund Schedule of Employer Contributions and Schedule of Funding Progress
- HFG78 - Combining Balance Sheet Non-Major Governmental Funds Dims : Object Code, Fund
- HFG79 - Combining Statement of Revenues, Expenditures, And Changes in Fund Balances Non-Major Governmental Funds Dims: Object Code, Fund
- HFG80 - Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget And Actual - Bond And Interest Fund Dims: Object Code, Scenario
- HFG81 - Schedule Of Revenues, Expenditures, and Changes in Fund Balance - Budget And Actual - Construction And Development Fund Dims: Object Code, Scenario
- HFG82 - Schedule Of Revenues, Expenditures, and Changes in Fund Balance - Budget And Actual - Capital Improvement Fund
- HFG83 - Detailed Schedule Of Revenues, Expenditures, and Changes in Fund Balance - Budget And Actual - Real Estate Acquisition Fund
- HFG84 - Combining Balance Sheet Construction and Development Fund
- HFG85 - Combining Schedule of Revenue, Expenditures and Changes in Fund Balances Construction and Development Fund
- HFG86 - Schedule Of Revenues, Expenses, And Changes In Net Position - Budget and Actual Self Insurance Fund
- HFG87 - Net Position by Component Last Ten Fiscal Years
- HFG88 - Changes in Net Position (accrual basis of accounting) Last Ten Fiscal Years
- HFG89 - Fund Balances, Governmental Funds Last Ten Fiscal Years
- HFG90 - Changes in Fund Balances, Governmental Funds Last Ten Fiscal Years
- HFG91 - General Governmental Revenues By Source Last Ten Fiscal Years
- HFG92 - Assessed Value and Estimated Actual Value of Taxable Property Last Ten Fiscal Years
- HFG93 - Direct and Overlapping Property Tax Rates Last Ten Fiscal Years
- HFG94 - Principal Property Tax Payers Current Year and Nine Year Ago
- HFG95 - Property Tax Levies and Collections Last 10 Fiscal Years
- HFG96 - Ratios of Outstanding Debt by Type
- HFG97 - Ratios of General Bonded Debt Outstanding
- HFG98 - Direct and Overlapping Governmental Activities Debt
- HFG99 - Legal Debt Margin Information Last Ten Fiscal Years





## 4.0 IBM Responsibility

The SCOPE changes listed in this PCR Section 3.0 (Scope) will be added into the current SOW section 3.3.6 Construction Phase.

IBM will update the following documents to reflect changes in design and future functionality:

1. Functional Design Documents
2. Functional Specifications for the additional RICE (Reports and Interfaces)
3. Technical designs for the additional RICE (Reports and Interfaces)
4. Built code, unit tested and delivered to the SIT/UAT environment
5. Business Requirements and Traceability Matrix (RTM)
6. Training on new functional requirements and Hyperion application functionality

## 5.0 Cook County Responsibilities

The responsibilities listed below will be added to the current section 3.3.6 Construction Phase, under Additional County Construction Phase Responsibilities:

County team will:

1. Sign off on all submitted deliverables before enhancement work can start
2. Support discussions on policy issues and arrive at a timely decision
3. Be available to determine different sources of data for the newly added RICE items
4. Support requirements and functional design discussions for reports and interface to arrive at a timely decision

## 6.0 Deliverable Materials

The following deliverables listed below are part of the signed contract and will add RICE items per this change request.

1. Functional design specifications (W2-17 & W2-18) based on DED 17, 18, 19 and 20
2. Technical design specifications (W2-25 & W2-26) based on DED 25, 26, 27, 28
3. Code build and unit test (W2-30 & W2-31) based on DED 29, 30, 31, 32
4. Updated Training Materials (W2-36.1)

## 7.0 Completion Criteria

IBM will have fulfilled its obligations under this PCR when any one of the following first occurs:

- o IBM documents and deliver the following items to appropriate Cook County stakeholders for the newly added Requirements and RICE items:



1. Functional design specifications
  2. Technical design specifications
  3. Code built & delivered to SIT, and
  4. Training Materials
- IBM satisfies the Completion Criteria set forth in Section 4.0 IBM Responsibilities and delivers the item described in Section 6.0 Deliverable Materials; or
  - Cook County or IBM terminates the Services in accordance with the provisions of the SOW

The current estimated project schedule or completion Criteria will not be impacted by this PCR.

## 8.0 Charges

Total Deliverable Charges are a Fixed Fee of USD \$163,363 payable according to the following deliverables:

Invoicing terms are included in Section 4 – Invoicing of Schedule 3 Fees. A 10% holdback for the Fixed Fee will be paid as part of the Quality Gate Check Milestone that occurs after the completion of the Deliverable.

### Billing milestones:

Deliverable	Deliverable or Milestone Title/Description	Estimated Completion (Month)	Overall Payment	Overall 10% Retainage (Holdback)	Invoice Amount (\$) Retainage Release
W3-23	Final To-Be Functional Design and Business Changes	Jul-17	\$20,000	\$2,000	\$18,000
W3-24	Training Assessment Findings and Recommendations	Jul-17	\$10,000	\$1,000	\$9,000
<b>W3-M4</b>	<b>Quality Gate Check – Design Phase (Functional)</b>	Sep-17			\$3,000
W3-34	System and Integration Testing (SIT) Results Documentation	Aug-17	\$20,000	\$2,000	\$18,000
W3-17.2	Requirements Traceability Validation	Aug-17	\$10,000	\$1,000	\$9,000
W3-35	User Acceptance Test (UAT) and Performance Test Plan	Aug-17	\$25,000	\$2,500	\$22,500
W3-36.1	Training Materials Development	Aug-17	\$10,000	\$1,000	\$9,000
<b>W3-M6</b>	<b>Quality Gate Check – Development Phase</b>	Nov-17			\$6,500
W3-37	Deliver User Acceptance Testing (UAT) Orientation/Training	Aug-17	\$8,363	\$836	\$7,527
W3-38	UAT Testing Report	Aug-17	\$10,000	\$1,000	\$9,000
W3-36.2	Final Training Materials	Aug-17	\$10,000	\$1,000	\$9,000
<b>W3-M7</b>	<b>Quality Gate Check – Test Phase</b>	Jan-18			\$2,836
W3A-44	Go Live Readiness Checklist Assessment	Aug-17	\$20,000	\$2,000	\$18,000
<b>W3A-M8</b>	<b>Quality Gate Check – Implementation Phase – Go Live</b>	Jan-18			\$2,000
<b>W3A-M9</b>	<b>Final Acceptance</b>	Sep-17	\$20,000		\$20,000
	<b>Total</b>				<b>\$163,363</b>



Cook County will be billed travel and living costs as incurred (including actual transportation and lodging, and per diem meal expenses). For this PCR, those costs are estimated to be \$21,600 USD and will be billed per SOW terms and conditions. The prices quoted here reflect IBM's current prices as of this document date and are valid for 60 days from document date unless otherwise noted.

## 9.0 Terms for this Change Authorization

This PCR amends the Software and System Integration Services and Managed Services for Oracle EBS ERP Software as per Contract #1418-14268 signed September 28, 2015 and takes precedence over that SOW, MSA, and all attachments and exhibits (that are part of the contract) and all prior PCRs still in effect with regards to the content in this PCR. All other terms in the referenced Statement of Work (SOW), MSA, and all prior PCRs are still in effect and applicable. IBM Customer Agreements referenced in the SOW are not affected by this PCR and remain in full force and effect.

Approved by:

_____	_____	_____	_____
	Date		Date
Name: Tom Lynch		Name: Gayle Brim	
For Cook County Government		For International Business Machines (IBM)	

## ATTACHMENTS

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

**OCPO ONLY:**  
☐ Disqualification  
☒ Check Complete

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

Bid/RFP/RFQ No.: 1418-14268	Date: May 25, 2017
Total Bid or Proposal Amount: \$75,356,420.00	Contract Title: STEP Project
Contractor: IBM Corporation <i>Full contract plus third party &amp; L</i>	Subcontractor/Supplier/ Subconsultant to be Level-1 added or substitute:
Authorized Contact for Contractor:	Authorized Contact for Subcontractor/Supplier/ Angela O'Banion Subconsultant:
Email Address (Contractor):	Email Address (Subcontractor): aobanion@level-1.com
Company Address 71 S Wacker Dr (Contractor):	Company Address 233 South Wacker Drive, 84th Floor (Subcontractor):
City, State and Zip (Contractor): Chicago, IL , 60606	City, State and Zip (Subcontractor): Chicago, IL, 60606
Telephone and Fax (Contractor):	Telephone and Fax (Subcontractor): 312-202-3300
Estimated Start and Completion Dates 9/1/2015 to 6/1/2018 (Contractor):	Estimated Start and Completion Dates 8/1/2015 to 6/1/2018 (Subcontractor):

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

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Implementation and consultants	\$77,970.00

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.**

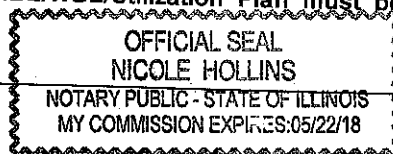
IBM Corporation

Contractor

Name

Title

Prime Contractor Signature



Date

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

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

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Bid/RFP/RFQ No.: 1418-14268	Date: May 25, 2017
Total Bid or Proposal Amount: \$75,356,420.00	Contract Title: STEP Project
Contractor: IBM Corporation <i>Full Contract plus amendment #1</i>	Subcontractor/Supplier/ Subconsultant to be added or substitute: Next Generation Inc
Authorized Contact for Contractor:	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Anoop Kumar
Email Address (Contractor):	Email Address (Subcontractor): akumar@nxtgeninc.com
Company Address 71 S Wacker Dr (Contractor):	Company Address 444 West Lake Street (Subcontractor):
City, State and Zip (Contractor): Chicago, IL , 60606	City, State and Zip (Subcontractor): Chicago, IL, 60606
Telephone and Fax (Contractor):	Telephone and Fax (Subcontractor): 312-953-7514
Estimated Start and Completion Dates 9/1/2015 to 6/1/2018 (Contractor):	Estimated Start and Completion Dates 9/1/2015 to 6/1/2018 (Subcontractor):

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

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Implementation and consultants	\$1,018,437.00

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.**

IBM Corporation

Contractor

*Gayle Brini*

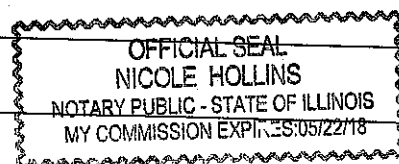
Name

*Partner*

Title

*Gayle Brini*

Prime Contractor Signature



Date

*5/31/2017*

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

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

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Bid/RFP/RFQ No.: 1418-14268	Date: May 25, 2017
Total Bid or Proposal Amount: \$75,356,420.00	Contract Title: STEP Project
Contractor: IBM Corporation <i>Full contract plus Amendment #1</i>	Subcontractor/Supplier/Subconsultant to be added or substitute: <i>EVERETTE</i> The William Edward Group
Authorized Contact for Contractor:	Authorized Contact for Subcontractor/Supplier/Subconsultant: Ellen Roselle Turner
Email Address (Contractor):	Email Address (Subcontractor): e.turner@wegrp.com
Company Address (Contractor): 71 S Wacker Dr	Company Address (Subcontractor): 35 E Wacker Drive, Suite 3900
City, State and Zip (Contractor): Chicago, IL, 60606	City, State and Zip (Subcontractor): Chicago, IL, 60601
Telephone and Fax (Contractor):	Telephone and Fax (Subcontractor): 312-564-5680
Estimated Start and Completion Dates (Contractor): 9/1/2015 to 6/1/2018	Estimated Start and Completion Dates (Subcontractor): 9/1/2015 to 6/1/2018

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

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Implementation and consultants	\$65,133.00

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.**

IBM Corporation

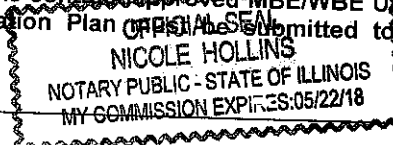
Contractor

Name

Title

Prime Contractor Signature

Date



*Gayle Brin*

*Partner*

*Gayle Brin*

*5/31/2017*

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

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

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Bid/RFP/RFQ No.: 1418-14268	Date: May 25, 2017
Total Bid or Proposal Amount: \$75,356,420.00	Contract Title: STEP Project
Contractor: IBM Corporation	Subcontractor/Supplier/ Subconsultant to be <u>Clarity</u> added or substitute:
Authorized Contact for Contractor:	Authorized Contact for Subcontractor/Supplier/ <u>Burak Pirgun</u> Subconsultant:
Email Address (Contractor):	Email Address (Subcontractor): <u>b.pirgun@claritypartners.com</u>
Company Address <u>71 S Wacker Dr</u> (Contractor):	Company Address <u>20 N Clark , suite 3600</u> (Subcontractor):
City, State and Zip (Contractor): <u>Chicago, IL , 60606</u>	City, State and Zip (Subcontractor): <u>Chicago, IL, 60606</u>
Telephone and Fax (Contractor):	Telephone and Fax (Subcontractor): <u>312-920-0550</u>
Estimated Start and Completion Dates <u>9/1/2015 to 6/1/2018</u> (Contractor):	Estimated Start and Completion Dates <u>9/1/2015 to 6/1/2018</u> (Subcontractor):

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

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Implementation and consultants	\$626,725.00

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.**

IBM Corporation

Contractor

Gayle Brum

Name

Partner

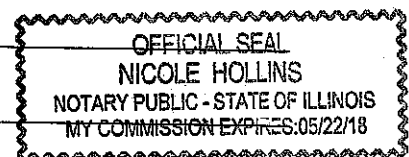
Title

Gayle Brum

Prime Contractor Signature

Date

5/31/2017





**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.cookcountyl.gov/contractcompliance](http://www.cookcountyl.gov/contractcompliance))

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

II. ☒ **Direct Participation of MBE/WBE Firms**

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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: 444 West Lake Street, Suite 1700, Chicago, IL, 60606

E-mail: [akumar@nxtgeninc.com](mailto:akumar@nxtgeninc.com)

Contact Person: **Anoop Kumar** Phone: **(312) 953-7514**

Dollar Amount Participation: \$7,282,437 (original + amendment1)

Percent Amount of Participation: 12.20% %

\*Letter of Intent attached? Yes **X** No

\*Current Letter of Certification attached? Yes            No x

MBE/WBE Firm: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Dollar Amount Participation: \$\_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ %

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

Attach additional sheets as needed.

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

**MBE/WBE LETTER OF INTENT - FORM 2**

M/WBE Firm: NGI  
 Contact Person: Anoop Kumar  
 Address: 444 West Lake St  
 City/State: Chicago, IL Zip: 60606  
 Phone: (312) 953-7514 Fax: \_\_\_\_\_  
 Email: akumar@nxtgeninc.com

Certifying Agency: Cook County  
 Certification Expiration Date: \_\_\_\_\_  
 Ethnicity: Latino  
 Bid/Proposal/Contract #: 1418-14268 *Amendment #1*  
 FEIN #: 364419415

Participation: ☒ Direct ☐ Indirect

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

☒ No ☐ Yes - Please attach explanation. Proposed Subcontractor(s): \_\_\_\_\_

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

**Support of New Technology and Processes**

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

\$ 1,018,437.00 (19.45%)

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)

*DA* Anoop Kumar / Darrell Hyeros

Print Name

Next Generation Inc

Firm Name

Date

Subscribed and sworn before me

this 3<sup>rd</sup> day of MAY, 2017

Notary Public

OFFICIAL SEAL  
NICOLE HOLLINS

NOTARY PUBLIC - STATE OF ILLINOIS  
MY COMMISSION EXPIRES: 05/22/18

SEAL

Signature (Prime Bidder/Proposer)

Gayle Brim

Print Name

Firm Name

Date

Subscribed and sworn before me

this 31<sup>st</sup> day of MAY, 2017

Notary Public

IBM

OFFICIAL SEAL  
NICOLE HOLLINS

NOTARY PUBLIC - STATE OF ILLINOIS  
MY COMMISSION EXPIRES: 05/22/18

SEAL

**PETITION FOR REDUCTION/WAIVER OF MBE/WBE PARTICIPATION – FORM 3**

**A. BIDDER/PROPOSER HEREBY REQUESTS:**

☐ FULL MBE WAIVER

☐ FULL WBE WAIVER

☒ REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

15.55 % of Reduction for MBE Participation

\_\_\_\_\_ % of Reduction for WBE Participation

**B. REASON FOR FULL/REDUCTION WAIVER REQUEST**

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

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

**C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION**

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

**D. OTHER RELEVANT INFORMATION**

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



**Cook County Government  
M/WBE Reciprocal Certification Affidavit**

Firm Name Next Generation, Inc  
 Address 155 N Wacker Drive City Chicago  
 County Cook State IL Zip 60606  
 Phone ( 312 ) 416-8698 Email dhigerous@nxtgeninc.com

I Anoop Kumar Vice President  
(Authorized Representative) (Print Title)  
 of Next Generation, Inc do hereby affirm:  
(Name of Firm)

1) Next Generation, Inc is a Minority and/or Women Business Enterprise  
(Name of Firm)

currently certified by the City of Chicago as: ☐ Black- ☒ Hispanic- ☐ Asian- ☐ Woman-owned business.

2) With respect to Next Generation, Inc, the personal net worth of the qualifying  
(Name of Firm)  
 (51%) individual(s) does not exceed \$2,210,847, excluding the individual's ownership interest in the M/WBE firm and the equity of the owner's primary residence, and otherwise meets the requirements of Chapter 34, Article IV of the Cook County Procurement Code. (As per Section 34-263 of the Cook County Procurement Code, an individual's personal net worth includes only his or her own Share of assets held jointly or as community/marital property with the individual's spouse.)

3) The average annual gross receipts of Next Generation, Inc  
(Name of Firm)  
 as derived from tax filings over the five most recent years, does not exceed the Small Business Size Standards published by the U.S. Small Business Administration found in Title 13, Code of Federal Regulations, Part 121. (<http://www.sba.gov/content/small-business-size-standards>)

Upon penalty of perjury, I Anoop Kumar affirm that, to the best of my  
(Authorized Representative)

knowledge and belief, the information herein is true and accurate.

Signature [Signature] Title Vice President Date 5/25/2017

Subscribed and sworn to before me this 25 day of May, 2017  
(Month) (Year)

Anna Sanfilip  
(Notary's Signature)

My Commission Expires 10/6/2020



**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.cookcountyl.gov/contractcompliance](http://www.cookcountyl.gov/contractcompliance))

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

## 11.

### 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: **Clarity**

Address: 20 N Clark , suite 3600, Chicago, IL, 60606

E-mail: [b.pirgun@claritypartners.com](mailto:b.pirgun@claritypartners.com)

Contact Person: Burak Pirgun Phone: 312-920-0550

Dollar Amount Participation: \$ 8,251,325 (original + amendment1)

Percent Amount of Participation: 13.82%

\*Letter of Intent attached? Yes X No \_\_\_\_\_  
 \*Current Letter of Certification attached? Yes \_\_\_\_\_ No x

\*Current Letter of Certification attached? Yes \_\_\_\_\_ No ☒

MBE/WBE Firm: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Dollar Amount Participation: \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ %

\*Letter of Intent attached? Yes \_\_\_\_\_ No \_\_\_\_\_

\*Current Letter of Certification attached? Yes \_\_\_\_\_ No \_\_\_\_\_

*Attach additional sheets as needed.*

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

**MBE/WBE LETTER OF INTENT - FORM 2**

M/WBE Firm: Clarity  
 Contact Person: Burak Pirgun  
 Address: 20 N Clark, suite 3600  
 City/State: Chicago, IL Zip: 60606  
 Phone: 312-920-0550 Fax: \_\_\_\_\_  
 Email: b.pirgun@claritypartners.com

Certifying Agency: Cook County  
 Certification Expiration Date: \_\_\_\_\_  
 Ethnicity: Asian  
 Bid/Proposal/Contract #: 1418-14268 *Amendment # 1*  
 FEIN #: 80-0123899

Participation: ☒ Direct ☐ Indirect

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

☒ No ☐ Yes – Please attach explanation. Proposed Subcontractor(s): \_\_\_\_\_

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

**Support of New Technology and Processes**

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

\$626,725.00 (11.97%)

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)

Print Name

Clarity

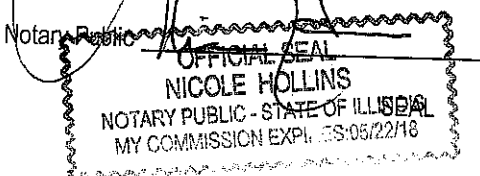
Firm Name

Date

Subscribed and sworn before me

this 31<sup>st</sup> day of MAY, 20 17

Notary Public



Signature (Prime Bidder/Proposer)

Print Name

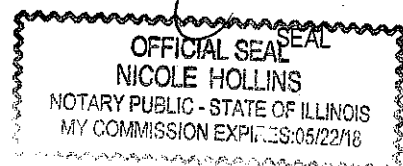
Firm Name

Date

Subscribed and sworn before me

this 31<sup>st</sup> day of MAY, 20 17

Notary Public





**Cook County Government  
M/WBE Reciprocal Certification Affidavit**

Firm Name Clarity Partners, LLC  
 Address 20 N. Clark Street, Suite 3600 City Chicago  
 County Cook State Illinois Zip 60602  
 Phone ( 312 ) 920-0550 Email d.namkung@claritypartners.com

I David Namkung, Managing Member  
*(Authorized Representative)* *(Print Title)*

of Clarity Partners, LLC do hereby affirm:  
*(Name of Firm)*

1) Clarity Partners, LLC is a Minority and/or Women Business Enterprise  
*(Name of Firm)*

currently certified by the City of Chicago as: [ ] Black- [ ] Hispanic- ☒ Asian- [ ] Woman-owned business.

2) With respect to Clarity Partners, LLC, the personal net worth of the qualifying  
*(Name of Firm)*  
 (51%) individual(s) does not exceed \$2,210,847, excluding the individual's ownership interest in the M/WBE firm and the equity of the owner's primary residence, and otherwise meets the requirements of Chapter 34, Article IV of the Cook County Procurement Code. (As per Section 34-263 of the Cook County Procurement Code, an individual's personal net worth includes only his or her own Share of assets held jointly or as community/marital property with the individual's spouse.)

3) The average annual gross receipts of Clarity Partners, LLC,  
*(Name of Firm)*  
 as derived from tax filings over the five most recent years, does not exceed the Small Business Size Standards published by the U.S. Small Business Administration found in Title 13, Code of Federal Regulations, Part 121. (<http://www.sba.gov/content/small-business-size-standards>)

Upon penalty of perjury, I David Namkung affirm that, to the best of my  
*(Authorized Representative)*

knowledge and belief, the information herein is true and accurate.

Signature [Signature] Title Managing Member Date 5-25-17

Subscribed and sworn to before me this 25<sup>th</sup> day of May / 2017  
 (Month) (Year)

[Signature]  
 (Notary's Signature)

Notary's Seal

My Commission Expires 7/30/2019



## 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](http://www.cookcountyil.gov/contractcompliance))



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

**II.**



**Direct Participation of MBE/WBE Firms**



**Indirect Participation of MBE/WBE Firms**

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

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

MBE/WBE Firm: Level-1

Address: 233 South Wacker Drive, 84th Floor, Chicago, IL, 60606

E-mail: aobanion@level-1.com

Contact Person: Angela O'Banion Phone: 312-202-3300

Dollar Amount Participation: \$ 894,970 (original + amendment1)

Percent Amount of Participation: 1.50% %

\*Letter of Intent attached? Yes X No \_\_\_\_\_

\*Current Letter of Certification attached? Yes \_\_\_\_\_ No X

MBE/WBE Firm: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Dollar Amount Participation: \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ %

\*Letter of Intent attached? Yes \_\_\_\_\_ No \_\_\_\_\_

\*Current Letter of Certification attached? Yes \_\_\_\_\_ No \_\_\_\_\_

*Attach additional sheets as needed.*

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





DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

NOV 21 2013

Mr. Thomas McElroy  
Level-(1) Global Solutions, LLC.  
22 West Washington, Suite 1500  
Chicago, IL 60602

**RE: Revised Certification Letter – Expansion of Specialty Areas**

Dear Mr. McElroy:

We are pleased to inform you that **Level-(1) Global Solutions, LLC.** has been re-certified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **05/15/2018**; however your firm's certification must be re-validated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five-year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **05/15/2014, 05/15/2015, 05/15/2016, and 05/15/2017**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **05/15/2018**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **03/15/2018**.

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

121 NORTH LASALLE STREET, ROOM 806, CHICAGO ILLINOIS 60602

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NOV 21 2013

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at [chicagoinspectorgeneral.org](http://chicagoinspectorgeneral.org), or 866-IG-TIPLINE (866-448-4754).**

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

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

**NAICS Code(s):**

- 518210 - Application Hosting**
- 541511 - Applications Software Programming Services, Custom Computer**
- 541511 - Computer Program or Software Development, Custom**
- 541511 - Computer Programming Services, Custom**
- 541511 - Computer Software Analysis and Design Services, Custom**
- 541511 - Computer Software Programming Services, Custom**
- 541511 - Computer Software Support Services, Custom**
- 541511 - Software Analysis and Design Services, Custom Computer**
- 541511 - Software Programming Services, Custom Computer**
- 541512 - CAD (computer-aided design) Systems Integration Design Services**
- 541512 - Computer Hardware Consulting Services or Consultants**
- 541512 - Computer Software Consulting Services or Consultants**
- 541512 - Computer Systems Integration Analysis and Design Services**
- 541512 - Computer Systems Integration Design Consulting Services**
- 541512 - Computer Systems Integrator Services**
- 541512 - CAE (computer-aided engineering) Systems Integration Design Services**
- 541512 - Information Management Computer Systems Integration Design Services**
- 541512 - Local Area Network (LAN) Computer Systems Integration Design Services**
- 541512 - Network Systems Integration Design Services, Computer**
- 541512 - Office Automation Computer Systems Integration Design Services**
- 541512 - Systems Integration Design Consulting Services, Computer**
- 541512 - Systems Integration Design Services, Computer**
- 541513 - Facilities (i.e., clients' facilities) Support Services, Computer Systems or Data Processing**

541519 - Software Installation Services, Computer

NOV 21 2013

**NAICS Expansion Code(s):**

**517110 – VoIP Service Providers (using own operated wired telecommunications Infrastructure)**

**511210 – Applications Software, Computer, Packaged**

**517210 – Wireless Video Services (except satellite)**

**561621 – Security System Monitoring Services**

**541614 – Logistics Management Consulting Services**

**541618 – Telecommunications Management Consulting Services**

**541690 – Security Consulting Services**

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

Thank you for your interest in the City's Minority Business Enterprise (MBE) Program.

Sincerely,



Jamie L. Rhee  
Chief Procurement Officer

JLR/cm



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

MAY 19 2015

Thomas McElroy  
**Level-(1) Global Solutions, LLC**  
233 S. Wacker Drive, 84<sup>th</sup> Floor  
Chicago, IL 60606

Dear Thomas McElroy:

We are pleased to inform you that **Level-(1) Global Solutions, LLC** continues to be certified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **05/15/2018**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **05/15/2016 and 05/15/2017**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **05/15/2018**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **03/15/2018**.

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

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE** if you fail to:

121 NORTH LASALLE STREET, ROOM 806, CHICAGO, ILLINOIS 60602

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at [chicagoinspectorgeneral.org](http://chicagoinspectorgeneral.org), or 866-IG-TIPLINE (866-448-4754).**

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

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

**NAICS Code(s):**

**518210- Application Hosting**

**541511- Application Software Programming Services, Custom Computer**

**541511- Computer Program or Software Development, Custom**

**541511- Computer Programming Services, Custom**

**541511- Computer Software Analysis, Design Services, Support Services, and Programming Services, Custom**

**541511- Software Analysis, Design Services, and Programing Services, Custom Computer**

**541512- CAD (Computer-Aided Design) Systems Integration Design Services**

**541512- Computer Software and Hardware Consulting Services or Consultants**

**541512- Computer Systems Integration Analysis and Design Services**

**541512- Computer Systems Integration Design Consulting Services**

**541512- Computer Systems Integrator Services**

**541512- Computer-Aided Engineering (CAE) Systems Integration Design Services**

**541512- Information Management Computer Systems Integration Design Services**

**541512- Local Area Network (LAN) Computer Systems Integration Design Services**

**541512- Network Systems Integration Design Services, Computer**

**541512- Office Automation Computer Systems Integration Design Services**

**541512- Systems Integration Design Consulting Services, Computer**

**541512- Systems Integration Design Services, Computer**

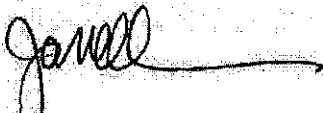
**541513- Facilities (i.e., Clients' Facilities) Support Services, Computer Systems or Data Processing**

**541519- Software Installation Services, Computer**

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

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,



Jamie L. Rhee  
Chief Procurement Officer

JLR/fn

**MBE/WBE LETTER OF INTENT - FORM 2**

M/WBE Firm: Level-1  
 Contact Person: Thomas D. Mc Elroy, II  
 Address: 233 South Wacker Drive, 84th Floor  
 City/State: Chicago, IL Zip: 60606  
 Phone: 312-202-3300 Fax: \_\_\_\_\_  
 Email: aobanion@level-1.com

Certifying Agency: Cook County  
 Certification Expiration Date: 5-18-2018  
 Ethnicity: African American  
 Bid/Proposal/Contract #: 1418-14268 Amendment # 1  
 FEIN #: 30 00070604

Participation: ☒ Direct ☐ Indirect

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

☒ No ☐ Yes - Please attach explanation. Proposed Subcontractor(s): \_\_\_\_\_

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

Support of New Technology and Processes including infrastructure support  
and managed services.

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

\$77,970.00 (1.50%)

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)  
Thomas D. Mc Elroy, II  
 Print Name  
Level-1  
 Firm Name

Date

Subscribed and sworn before me

this 31<sup>st</sup> day of MAY, 20 17  
 Notary Public NICOLE HOLLINS  
 OFFICIAL SEAL  
 NOTARY PUBLIC - STATE OF ILLINOIS  
 MY COMMISSION EXPIRES 05/22/18

Gayle Brim  
 Signature (Prime Bidder/Proposer)  
Gayle Brim  
 Print Name  
IBM Corporation  
 Firm Name

Date

Subscribed and sworn before me

this 31<sup>st</sup> day of MAY, 20 17  
 Notary Public NICOLE HOLLINS  
 OFFICIAL SEAL  
 NOTARY PUBLIC - STATE OF ILLINOIS  
 MY COMMISSION EXPIRES 05/22/18



**Cook County Government  
M/WBE Reciprocal Certification Affidavit**

Firm Name Level-(1) Global Solutions, LLC  
 Address 233 S. Wacker Drive Suite 8400 City Chicago  
 County Cook State Illinois Zip 60606  
 Phone (312) 202.3300 Email aobanion@level-1.com

I Thomas D. Mc Elroy, II Principal & CEO  
(Authorized Representative) (Print Title)  
 of Level-(1) Global Solutions, LLC do hereby affirm:  
(Name of Firm)

1) Level-(1) Global Solutions, LLC is a Minority and/or Women Business Enterprise  
(Name of Firm)

currently certified by the City of Chicago as: ☒ Black- ☐ Hispanic- ☐ Asian- ☐ Woman-owned business.

2) With respect to Level-(1) Global Solutions, LLC, the personal net worth of the qualifying  
(Name of Firm)  
 (51%) individual(s) does not exceed \$2,210,847, excluding the individual's ownership interest in the M/WBE firm and the equity of the owner's primary residence, and otherwise meets the requirements of Chapter 34, Article IV of the Cook County Procurement Code. (As per Section 34-263 of the Cook County Procurement Code, an individual's personal net worth includes only his or her own Share of assets held jointly or as community/marital property with the individual's spouse.)

3) The average annual gross receipts of Level-(1) Global Solutions, LLC,  
(Name of Firm)  
 as derived from tax filings over the five most recent years, does not exceed the Small Business Size Standards published by the U.S. Small Business Administration found in Title 13, Code of Federal Regulations, Part 121. (<http://www.sba.gov/content/small-business-size-standards>)

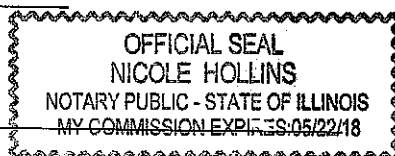
Upon penalty of perjury, I Thomas D. Mc Elroy, II affirm that, to the best of my  
(Authorized Representative)

knowledge and belief, the information herein is true and accurate.

Signature [Signature] Title Principal & CEO Date 5.30.2017

Subscribed and sworn to before me this 30<sup>th</sup> day of MAY / 2017  
(Month) (Year)

[Signature]  
(Notary's Signature)



Notary's Seal

My Commission Expires \_\_\_\_\_



# 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.cookcountynil.gov/contractcompliance](http://www.cookcountynil.gov/contractcompliance))



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

**II.**



**Direct Participation of MBE/WBE Firms**



**Indirect Participation of MBE/WBE Firms**

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

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

MBE/WBE Firm: The William Everette Group

Address: 35 E Wacker Drive, Suite 3900, Chicago, IL, 60601

E-mail: e.turner@wegrp.com

Contact Person: Ellen Roselle Turner Phone: 312-564-5680

Dollar Amount Participation: \$ 4,422,133 (original + amendment1)

Percent Amount of Participation: 7.41% %

\*Letter of Intent attached?

Yes X

No

\*Current Letter of Certification attached?

Yes

No X

MBE/WBE Firm: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_

Dollar Amount Participation: \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_

%

\*Letter of Intent attached?

Yes

No

\*Current Letter of Certification attached?

Yes

No

*Attach additional sheets as needed.*

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

Everett et

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: The William Edward Group

Contact Person: Ellen Rozelle Turner

Address: 35 E Wacker Drive, Suite 3900

City/State: Chicago, IL Zip: 60601

Phone: (312) 953-7514

Fax: \_\_\_\_\_

Email: e.turner@wegrp.com

Participation:



Direct



Indirect

Certifying Agency: Cook County

Certification Expiration Date: \_\_\_\_\_

Ethnicity: African American

Bid/Proposal/Contract #: 1418-14268

Amendment #1

FEIN #: 26-1317039

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



No



Yes - Please attach explanation. Proposed Subcontractor(s): \_\_\_\_\_

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

Support of New Technology and Processes

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

\$65,133.00 (1.2%)

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)

Ellen Rozelle Turner

Print Name

Everett et

The William Edward Group

Firm Name

Signature (Prime Bidder/Proposer)

Print Name

Firm Name

Date

Subscribed and sworn before

this 31<sup>ST</sup> day of

Notary Public

OFFICIAL SEAL  
NICOLE HOLLINS

NOTARY PUBLIC - STATE OF ILLINOIS  
MY COMMISSION EXPIRES: 05/22/18

SEAL

Date

Subscribed and sworn before

this 31<sup>ST</sup> day of

Notary Public

OFFICIAL SEAL  
NICOLE HOLLINS

NOTARY PUBLIC - STATE OF ILLINOIS  
MY COMMISSION EXPIRES: 05/22/18

SEAL



**Cook County Government  
M/WBE Reciprocal Certification Affidavit**

Firm Name Mind Your Manners dba The William Everett Group  
 Address 35 E. Wacker Drive, Suite 3900 City Chicago  
 County Cook State Illinois Zip 60601  
 Phone (312) 564-5680 Email e.turner@wegrp.com

I Ellen Rozelle Turner President and CEO  
(Authorized Representative) (Print Title)

of Mind Your Manners dba The William Everett Group do hereby affirm:  
(Name of Firm)

1) Mind your Manners dba The William Everett Group is a Minority and/or Women Business Enterprise  
(Name of Firm)

currently certified by the City of Chicago as: ☒ Black- ☐ Hispanic- ☐ Asian- ☐ Woman-owned business.

2) With respect to Mind Your Manners dba The William Everett Group, the personal net worth of the qualifying  
(Name of Firm)  
 (51%) individual(s) does not exceed \$2,210,847, excluding the individual's ownership interest in the M/WBE firm and the equity of the owner's primary residence, and otherwise meets the requirements of Chapter 34, Article IV of the Cook County Procurement Code. (As per Section 34-263 of the Cook County Procurement Code, an individual's personal net worth includes only his or her own Share of assets held jointly or as community/marital property with the individual's spouse.)

3) The average annual gross receipts of Mind Your Manners dba The William Everett Group  
(Name of Firm)  
 as derived from tax filings over the five most recent years, does not exceed the Small Business Size Standards published by the U.S. Small Business Administration found in Title 13, Code of Federal Regulations, Part 121. (<http://www.sba.gov/content/small-business-size-standards>)

Upon penalty of perjury, I Ellen Rozelle Turner affirm that, to the best of my  
(Authorized Representative)  
 knowledge and belief, the information herein is true and accurate.

Signature Ellen Rozelle Turner Title President and CEO Date 05/26/2017

Subscribed and sworn to before me this 20<sup>th</sup> day of May, 2017  
(Month) (Year)  
[Signature]  
(Notary's Signature)

My Commission Expires 9/15/2020

Notary's Seal

OFFICIAL SEAL  
 BLAIR MCGEE  
 NOTARY PUBLIC STATE OF ILLINOIS  
 MY COMMISSION EXPIRES 9/15/20  
 Revised 8/2014

**PETITION FOR REDUCTION/WAIVER OF MBE/WBE PARTICIPATION – FORM 3**

**A. BIDDER/PROPOSER HEREBY REQUESTS:**

☐

FULL MBE WAIVER

☐

FULL WBE WAIVER

☒

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

0.85 % of Reduction for MBE Participation

\_\_\_\_\_ % of Reduction for WBE Participation

**B. REASON FOR FULL/REDUCTION WAIVER REQUEST**

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

☐

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

☐

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

☐

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

☒

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

**C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION**

☐

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

☐

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

☐

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

☐

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

☒

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

**D. OTHER RELEVANT INFORMATION**

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

**TONI PRECKWINKLE**

PRESIDENT

Cook County Board  
of CommissionersRICHARD R. BOYKIN  
1st DistrictROBERT STEELE  
2nd DistrictJERRY BUTLER  
3rd DistrictSTANLEY MOORE  
4th DistrictDEBORAH SIMS  
5th DistrictEDWARD M. MOODY  
6th DistrictJESUS G. GARCIA  
7th DistrictLUIS ARROYO, JR.  
8th DistrictPETER N. SILVESTRI  
9th DistrictBRIDGET GAINER  
10th DistrictJOHN P. DALEY  
11th DistrictJOHN A. FRITCHEY  
12th DistrictLARRY SUFFREDIN  
13th DistrictGREGG GOSLIN  
14th DistrictTIMOTHY O. SCHNEIDER  
15th DistrictJEFFREY R. TOBOLSKI  
16th DistrictSEAN M. MORRISON  
17th District

## OFFICE OF CONTRACT COMPLIANCE

**JACQUELINE GOMEZ**

DIRECTOR

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

June 6, 2017

Ms. Shannon E. Andrews  
Chief Procurement Officer  
118 N. Clark Street  
County Building-Room 1018  
Chicago, IL 60602Re: Contract No. 1418-14268, Amendment No. 1  
Software and System Integration Services and Managed Service for Oracle ESB ERP Software

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: IBM Corporation

Original Contract Value: \$66,546,900.00

Increased Contract Value: \$ 6,809,520.00, Amendment No. 1

New Contract Value: \$73,356,420.00

Contract Term: September 15, 2015 through September 14, 2015

Contract Goal: 35% overall MBE/WBE participation

<u>MBE/WBE</u>	<u>Status</u>	<u>Certifying Agency</u>	<u>Commitment (Direct)*</u>
Clarity Partners, LLC	MBE (8)	City of Chicago	11.97%
Next Generation, Inc.	MBE (9)	Cook County	19.45%
Mind Your Manners dba The Williams Everett Group	MBE (6)	Cook County	1.24%
Level-1 Global Solutions, LLC	MBE (6)	City of Chicago	1.49%
			<b>34.15%</b>

Partial Waiver Granted: Due to relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms at a higher participation level.

\*Commitment percentages are based on the amendment contract value excluding travel, hardware and software.

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

Sincerely,

Jacqueline Gomez

Contract Compliance Director

JG/la

Cc: Ammar Rizki, Bureau of Finance

Enclosure: Revised Petition for Reduction/Waiver of MBE/WBE Participation - Form 3

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

<b>Section</b>	<b>Description</b>	<b>Pages</b>
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1- 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 – 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15-17
6	Cook County Signature Page	EDS 18

**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](http://cookcountyil.gov/ethics-board-of).

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

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

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

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

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

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



## SECTION 2

### CERTIFICATIONS

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

#### A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in subparagraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

**THE APPLICANT HEREBY CERTIFIES THAT:** The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

#### B. BID-RIGGING OR BID ROTATING

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

#### C. DRUG FREE WORKPLACE ACT

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

**D. DELINQUENCY IN PAYMENT OF TAXES**

**THE APPLICANT HEREBY CERTIFIES THAT:** *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, 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](http://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](http://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: ☐

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

71 S. Wacker, Chicago, IL 60606

---



---



---

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

Yes: ☐ No: ☒

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

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

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

**4. REAL ESTATE OWNERSHIP DISCLOSURES.**

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

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

PERMANENT INDEX NUMBER(S): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX  
NUMBERS)

OR:

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

**5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.**

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

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

# COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an: ☒ Original Statement or ☐ Amended Statement

## Identifying Information:

Name IBM Corporation

D/B/A: \_\_\_\_\_ FEIN # Only: 13-0871985

Street Address: 71 S. Wacker

City: Chicago State: IL Zip Code: 60606

Phone No.: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

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

Corporate File Number (if applicable): \_\_\_\_\_

## Form of Legal Entity:

☐ Sole Proprietor ☐ Partnership ☒ Corporation ☐ Trustee of Land Trust

☐ Business Trust ☐ Estate ☐ Association ☐ Joint Venture

☐ Other (describe) \_\_\_\_\_

**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
N/A		

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
N/A		

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

Name	Address	Percentage of Beneficial Interest	Relationship

**Corporate Officers, Members and Partners Information:**

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

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

**Declaration (check the applicable box):**

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

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

Gayle Brin  
Signature

Gayle.Brin@us.ibm.com  
E-mail address

Subscribed to and sworn before me  
this 31<sup>ST</sup> day of MAY, 2017.

X

[Signature]  
Notary Public Signature

Partner  
Title

5/31/2017  
Date

847-910-7969  
Phone Number

My commission expires



Notary Seal



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

**FAMILIAL RELATIONSHIP DISCLOSURE PROVISION**

**Nepotism Disclosure Requirement:**

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

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

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

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

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

**Additional Definitions:**

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

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



**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: IBM Corporation

Address of Person Doing Business with the County: 71 S. Wacker

Phone number of Person Doing Business with the County: 847-910-7969

Email address of Person Doing Business with the County: gayle.brim@us.ibm.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:

IBM Corporation - Gayle Brim - Partner GBS - gayle.brim@us.ibm.com

**B. DESCRIPTION OF BUSINESS WITH THE COUNTY**

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

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: H17-25-055

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 8,809,520.00

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: Tangela Malloy, OCPO

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

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

*Check the box that applies and provide related information where needed*

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

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

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

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

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

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

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

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

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
---	--	--	-------------------------------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
---	--	--	-------------------------------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
---	--	--	-------------------------------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

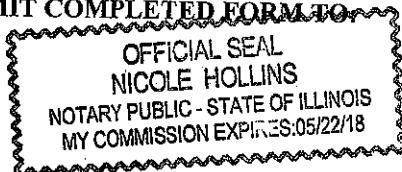
*If more space is needed, attach an additional sheet following the above format.*

**VERIFICATION:** To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

Dayle Brin  
Signature of Recipient

5/31/2017  
Date

**SUBMIT COMPLETED FORM TO:**



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

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

## SECTION 4

**COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE**

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

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

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

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

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

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

**I. Contract Information:**

Contract Number: 1418-14268

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

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

Person (Corporate Entity Name): IBM Corporation

Substantial Owner Complete Name: \_\_\_\_\_

FEIN# 13-0871985

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

E-mail address: \_\_\_\_\_

Street Address: 71 S Wacker Dr

City: Chicago

State: IL

Zip: 60606

Home Phone: ( ) \_\_\_\_\_

**III. Compliance with Wage Laws:**

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

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

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

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

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

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

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

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

**IV. Request for Waiver or Reduction**

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

- No *There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner*
- No *Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation*
- No *Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default*
- No *Other factors that the Person or Substantial Owner believe are relevant.*

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**

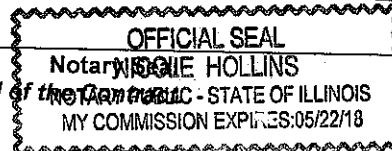
The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: Gayle Brim Date: 5/31/2017

Name of Person signing (Print): Gayle Brim Title: Partner

Subscribed and sworn to before me this 31<sup>st</sup> day of MAY, 20 17

[Signature]  
Notary Public Signature



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

## SECTION 5

**CONTRACT AND EDS EXECUTION PAGE**  
**PLEASE EXECUTE THREE ORIGINAL 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****IBM Corporation**

Corporation's Name

847-910-7969

Telephone

Secretary Signature

Gayle Brin      Gayle Brin  
 President's Printed Name and Signature

Gayle.Brinn@us.ibm.com  
 Email

5/31/2017  
 Date

**Execution by LLC**

LLC Name

\*Member/Manager Printed Name and Signature

Date

Telephone and Email

**Execution by Partnership/Joint Venture**

Partnership/Joint Venture Name

\*Partner/Joint Venturer Printed Name and Signature

Date

Telephone and Email

**Execution by Sole Proprietorship**

Printed Name and Signature

Date

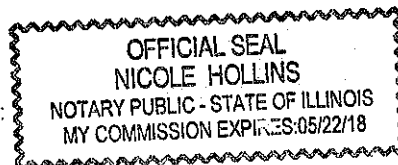
Telephone

Email

Subscribed and sworn to before me this  
 31<sup>st</sup> day of MAY, 2017.

  
 Notary Public Signature

My commission expires:



Notary Seal