Request for Proposal (RFP)
RFP No. 13-53-090

VIOLENCE PREVENTION, INTERVENTION AND REDUCTION GRANTS
for
COOK COUNTY JUSTICE ADVISORY COUNCIL

Issued on Monday, February 25, 2013

A Pre-proposal conference will be held at 10:00 a.m. on Friday, March 8, 2013 at Lower Level Pedway Conference Room, 69 West Washington, Chicago, IL 60602

Proposals must be delivered to:
Office of the Chief Procurement Officer
118 N. Clark Street, Room 1018
Attention: Chief Procurement Officer
Proposals are due no later than 3:00 p.m. on Friday, March 22, 2013

Questions regarding the RFP should be directed to:
Kevin Casey
Specifications Engineer
Phone: 312-603-6830
Email: kevin.casey@cookcountyil.gov

___________________________________________
Toni Preckwinkle    Shannon Andrews
Cook County Board President   Chief Procurement Officer
# RFP No. 13-53-090
Violence Prevention, Intervention and Reduction

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1. **INTRODUCTION**

1.1 **Overview /Objectives**

The purpose of the grants under this RFP is to address violence in Cook County. Cook County Government ("the County") seeks to award a total of $1.9 million in Violence Prevention, Intervention and Reduction Grants (Violence Reduction Grants) to providers that will implement year round or summer programs to service people in the identified targeted areas of behavioral health, education, employment, mentoring, and other relevant areas for violence prevention, intervention and reduction. Grants will be awarded in amounts no less than $10,000 and no more than $250,000. Proposers should indicate in their proposal the dollar amount of the grant they are seeking. It is advisable, for the purposes of sustainability, that an organization not apply for a grant that is more than 20% of their total budget.

The purpose of grants offered under this initiative is to reduce the incidence of violence in Cook County through meaningful programs. Programs should focus on best practices with proven success in reducing criminal involvement and risk of involvement in violence as the victim or perpetrator including, but not limited to: cognitive behavioral therapy, Functional Family Therapy, Multi-Systemic Therapy, soft skill building, education and school reengagement, jobs programs, employment training, vocational training, mentoring, school re-engagement, balanced and restorative justice, civic engagement, evening and weekend extracurricular activities, and academic tutoring.

Each grant will be for 1 year with no renewal option. It is understood that the selected Proposer, acting as a 501(c)(3) or (c)(4), is in good standing and licensed in any relevant areas of service which require licensure. Proposers must have been in operation for at least three years and have previous violence prevention, intervention, reduction and community outreach experience. It is also understood that all reports, information, or data prepared or assembled by the Proposer will be confidential in nature and will not be made available to any individual or organization, except the County, without prior written approval by the County.

The Proposer must be financially solvent; and each of its members, if a joint venture, its employees, agents or subcontractors at any level must be competent to perform the work and services required under this RFP document.

1.2 **Cook County Background**

Cook County is an urban and suburban county in the upper northeastern section of the State of Illinois that contains more than 800 local governmental units within its boundaries. With a population of approximately 5.3 million people, it is the second most populous county in the nation and the 19th largest government in the United States (2005 Census statistics).

It is a home rule county pursuant to Article VII, Section 6 of the Illinois State Constitution and is governed by a 17-member Board of Commissioners who are elected from single-member districts. The Commissioners and a County Board President are elected to four-year terms by the citizens of the County.
Cook County contains 128 municipalities in its region, the most well-known being the City of Chicago which is the County seat where the central offices of Cook County are located. The City of Chicago and the suburban municipalities account for approximately 85% of the County's 946 square miles, while unincorporated areas make up the remaining 15%. The unincorporated areas of the County are under the jurisdiction of the Cook County Board of Commissioners.

As mandated by State law, County government has principal responsibility for the protection of persons and property, the provision for public health services and the maintenance of County highways.

1.3 Cook County Justice Advisory Council Background
The Cook County Justice Advisory Council ("JAC) under the Offices of Cook County Board President studies and makes recommendations for the effective operation of the Cook County justice system. The justice system includes the largest single-site jail facility as well as the largest unified Court system in the United States. The JAC develops policy including identifying and managing grant funding to support demonstration projects that reduce the number of people involved in the system.

Cook County Violence Prevention, Intervention and Reduction Advisory Committee (VPIRAC):
The Cook County Violence Prevention, Intervention and Reduction Advisory Committee was created to study and make recommendations regarding a gun court in Cook County, and advise the President’s Justice Advisory Council on how to appropriate $2 million in anti-violence funds, including efforts to crack down on straw purchases. It was created in the FY 2013 Cook County Budget.

1.4 Schedule
The County anticipates the following Schedule:

- RFP posted to the website: Monday, February 25, 2013
- Pre-Proposal Conference: Friday, March 8, 2013
- Proposer Inquiry Deadline: Tuesday, March 12, 2013
- Response to Inquiries: Friday, March 15, 2013
- Proposal Due Date: Friday, March 22, 2013
- Evaluation of Proposals: March 27, 2013 through April 25, 2013
- Grant Awards: Subject to Board Approval: May 29, 2013
2. SCOPE OF SERVICES

2.1 Purpose
The purpose of this RFP is to identify appropriate partners to provide services to residents of Cook County at risk of involvement or already involved in violence. Programs shall not focus solely on case management without service provision. Priority will be given to organizations or collaborations who service clients/constituency that receives services from the County (e.g. Health care, Housing assistance etc.). Priority will also be given to proposers with both cultural and language competent programs based on the populations they serve. Priority will also be given to programs that include a third party evaluation or the resources or partnerships established to track outcomes for program participants. Eligible programs include but are not limited to services and resources for employment, vocational training, counseling and substance abuse treatment, online high school & GED programs, college readiness, academic tutoring, school re-engagement, cognitive behavioral therapy, Functional Family Therapy, Multi-Systemic Therapy, one on one mentoring, balanced and restorative justice practices, community engagement, civic engagement, conflict resolution skills, arts and culture, rights of passage, violence interruption, family reunification, work with children and families of the incarcerated, childhood exposure to violence and trauma, violence prevention training, legal assistance and community building.

All proposals must contain proposed metrics to measure both process and outcome, beyond the measurements given in section 2.5 of this RFP.

Special consideration will be given to programs that meet any of the following criteria:

- Build on existing City/County partnerships focused on violence reduction.
- Serve populations that are already being served by County departments such as court involved youth or Cook County Housing Authority residents.
- Innovative approaches to treating trauma and/or co-occurring disorders as part of an effort to break the cycle of violence.
- Innovative approaches to staffing and training of potential staff that include former victims or perpetrators of violence.
- Include innovative partnerships between providers to target all the needs of a specific geographical area.
- Reflect innovative thinking about extending restorative justice practices in communities affected by violence.
- Use innovative approaches to involve youth in the process of addressing violence through civic engagement, policy, or community action.

Distribution of funds will be based in part on the County’s goal of programmatic coverage throughout the County.
2.2 Background
Violence, both fatal and non-fatal, in Cook County and the City of Chicago is a visible and increasing concern. While crimes such as sexual assault, robbery, burglary and theft decreased from 2011 to 2012, the City’s murder rate rose 16%.

Although the City of Chicago is within the County of Cook, violence does not stop at the City’s borders. Chicago comprises 85% of the land in Cook County but only accounts for, on average, 75% of the gun-related homicides. The other 25% takes place in Suburban Cook County municipalities. Suburban Cook County’s firearm victimization rate for youth ages 15-19 is 23 per 100,000, a rate on par with Chicago’s most neighborhoods with the highest violence rates.

Some of the major costs of violence are borne by the Cook County Criminal Justice System. In 2011, 28.7% of detainees in the Cook County Jail were arrested for a violent offense, the single largest category of admissions. The Cook County Sheriff’s Office operates the Cook County Jail (“Jail”), a facility that had more than 78,534 admissions during 2010 and an average daily population of approximately 9,000 inmates. This includes more than 9,500 men and nearly 1,000 women who were admitted multiple times in 2010.

Based on data from the national Arrestee Drug Abuse Monitoring (ADAM) program, nearly 90% of arrestees admitted to the Jail in 2007 were positive for an illegal drug and 46.5% of those admitted did not have a high school diploma or GED.

The juvenile justice system is also impacted by violence. In 2010 there were approximately 5,271 juveniles admitted to the Cook County Juvenile Temporary Detention Center (JTDC) with an average daily population of 325. Roughly 40% of youth admitted are charged with violent offenses. This number is higher given that non-violent offenders have increasingly been treated in alternative off-site programs. Study findings from the Northwestern Juvenile Project suggest that 25% of the JTDC population in 2010 had alcohol abuse or dependence issues, 45% had drug abuse or dependence issues, and nearly 15% had general depression. These rates far exceed those of a nationally representative control sample. Disengagement from school is also a contributing factor to criminal involvement amongst youth. Twenty-six percent of the Chicago youth in juvenile detention reported that they had dropped out or were expelled from school. Forty-eight percent reported that their last report card had no better than a “D” average. A large share of detained youth had dropped out of school altogether.

Those caught up in the criminal or juvenile justice system are just as likely to be victims as offenders. Criminal histories and demographics of each group are nearly identical. The majority (53%) of homicide victims in 2011 were under the age of 25, as were 56% of all homicide offenders. Prior arrest histories for both murder offenders and victims are 87% and 76%, respectively. The majority of each group is male, and around 75% of both offenders and victims are African American. And 24.3% and 18.9% respectively are Hispanic.
2.3 Project Definitions

Advocacy and Referral: Advocacy and referral include contractor activities to contact outside agencies and make formal referrals for associated services outside of mental health services, and abuse services that have been identified in the participant's service plan. Such services include, but are not limited to, education, job readiness, medical and dental care, pre and post counseling, legal assistance, job search assistance, housing, financial assistance, transportation and child care.

Aftercare: The extended period of care, treatment, assistance, and supervision provided to individuals following completion of the program or period of detention in a pre or post adjudication facility.

Ancillary Services: Services that assist the participant in a subsidiary manner.

Assessment: Procedures by which a trained professional identifies and evaluates an individual's strengths, problems, and needs using standardized instruments and a manual. This assessment informs the development of a treatment plan.

Balanced and Restorative Justice: a theory of justice that emphasizes repairing the harm caused by criminal behavior. Through meetings of victims, offenders, community members and other affected parties restorative justice seeks to accomplish transformation of people, relationships and communities.

Case Management: The coordination of sources that provide services or activities within a planned framework of action in order to bring about the achievement of established goals.

Cognitive Behavioral Therapy: a psychotherapeutic approach that addresses dysfunctional emotions, maladaptive behaviors and cognitive processes and contents through a number of goal-oriented, explicit systematic procedures.

Community Linkages: The act of linking the participant to services within the community.

Co-Occurring Disorders: Presence of two or more diagnosable disorders and may manifest in the lack of organization or meaning relations.

Counseling: Also known as individual therapy, it involves the face to face interaction of one or more contracted treatment staff and one or more participants and/or significant others focusing on the personal recovery of the participants. Individual counseling is a private meeting of a participant with one or more mental health trained staff, while group counseling involves a meeting with more than one participant and one or more professional staff. Family counseling is a private meeting of a participant through family affiliation, or as a significant other. Group counseling in this context is also referred to as a process group. All counseling is to be conducted by trained mental health professionals.

Crisis intervention: the immediate assessment of a potentially serious and/or dangerous development in a client. Crisis intervention includes assessment for harm to self or others, and this activity seeks to identify the presence of an emerging psychosis or a serious emotional de-stabilization. Crisis intervention uses accepted methods and extensive clinical skills to identify the extent and severity of the crisis and provides an intervention through immediate mental health services or triage to other, more secure settings such as a hospital. Project supervisors are expected to take leadership roles during these incidents.
Cultural Responsiveness: Culturally responsive programs appreciate and recognize the array of different cultural groups based on varying behaviors, attitudes, values, languages, celebrations, rituals, and histories. These programs provide services that reflect and incorporate the cultural diversity of the population.

Evidence Based: the application of the most up-to-date research in order to enhance program or service outcomes.

Functional Family Therapy: Functional Family Therapy (FFT) is a short-term (approximately 30 hours), family-based therapeutic intervention for delinquent youth at risk for institutionalization and their families. FFT is designed to improve within-family attributions, family communication and supportiveness while decreasing intense negativity and dysfunctional patterns of behavior.

Individual Reentry Plan: An individualized transitional reentry plan for each program participant based on the assessment of his recidivism risks, personal needs, and strengths. The plan is the fundamental basis for obtaining or providing transitional services to participants throughout the reentry process. Each plan will address the specific needs as addressed in the assessments, including transition to other resources and programs in the community. The written document describes the treatment goals, specific services and activities to achieve goals (including beginning and ending dates and frequency), authorizations for services, progress notes, and signatures of the participant and contract staff. When appropriate, outcomes are noted (e.g., kept appointment, achieved goal, etc.).

Intake: The process of admission into the program, completion of initial paperwork, which includes extensive historical mental health history, acute symptoms of DSM-IV-TR disorders data, initial screening and program orientation.

Life Skills: A series of classes, seminars, training, or skill development, designed to prepare the participant to enter the work force, and/or prepare for a specific trade.

Mental Health Counseling/Therapy: Procedures and methods (therapeutic discussion, administration and interpretation of test and evaluation, vocational assistance, etc.) to assist individuals to improve psychological adaptive functioning.

Mental Health Counseling: Procedures and methods (therapeutic discussion, administration of testing and evaluation, vocational assistance, etc.) to assist participants in improving psychological adaptive functioning.

Motivational Interviewing (MI): A client-centered, directive method for enhancing intrinsic motivation to change by exploring and resolving ambivalence.

Multi-Systemic Therapy: an intensive family- and community-based treatment program that focuses on addressing all environmental systems that impact chronic and violent juvenile offenders

Psychological batteries: use of standardized psychological instruments to extensively assess and diagnose an individual. The procedures and methods (administration and interpretation of test client feedback) can provide detailed mental health information for the appropriate treatment of an individual.
Psychotherapy: a modality of mental health treatment that can be individual, family or group. In this application, the words counseling and psychotherapy are used interchangeably.

Recidivism: The Second Chance Act [42 U.S.C. 3797w(h)(3)] requires that recidivism be a measure of success in funded purposes. For purposes of this solicitation, recidivism is defined as a “return to secure confinement with either a new adjudication or as the result of violation of the terms of supervision within 12 months of initial release.”

School Reengagement: The process of outreach, preparation and reenrollment of a disconnected student with high school, GED, or other comparable educational programming. Preparation may include specially designed programming to reintroduce the student to the structured day of an educational institution and build the skills necessary to succeed in the program.

Theoretical Framework: Conceptual understanding of mental health that promotes behavior changes and symptom reductions. Expected theories to be discussed in this proposal include those related to gender, empowerment and behavior change substance abuse (and any other relevant treatment services) that create the framework of thought for program development. This is the knowledge base that creates the foundation upon which the program is developed.

Treatment Modalities: The approaches used in the program that create the therapeutic process. Underlying theories of the program should be operationalized (how theory is applied) and explicitly outlined how they will be applied in the program plan.

Transition Aftercare Planning: Planning for a participant’s completion of the program. This includes, but is not limited, to housing, education, employment, social services, childcare, transportation and plans for continuing treatment in the community.

2.4 Scope of Work
The Proposer’s primary responsibility will be to provide services and/or programs in one or more of the targeted areas of behavioral health, education, skill building, community building, balanced and restorative justice, civic engagement, youth engagement, employment, or mentoring. The proposer will define the number of individuals that it intends to serve within the proposal, if applicable.

2.4.1 Program Methodology
Any Proposer must understand the impact of violence on victims, perpetrators, people who are both victims and perpetrators, families, and the community as whole and the intersection between environment, criminal justice, education, employment, interpersonal and intrapersonal skills, community involvement, and violence and the challenges for obtaining services and meaningful programming in the community.

The proposed model shall be based on an integrated team approach (this may include staff cooperation and communication, community collaboration, multiple service provider collaboration, etc.) and be adaptable and based on current realities. The proposed model shall specifically recognize and assess the roles of: history of trauma and violence; co-occurring disorders; family relationships; parenthood; peer supports; community stability and socialization; connectedness with societal values; education; income and employment; and ancillary services. Programs should utilize a strength and asset-based, motivational approach to treatment and skill building and selection of staff that have embraced this approach.
Programming shall focus on enhancing participants’ functioning and behavior, developing skills for living a productive life within the community and engaging in behaviors that contribute to positive outcomes through job training, mentoring, balanced and restorative justice practices or other needed services. All with the overarching goal of reducing factors that put the individual at a higher risk of violence involvement. The goal should be to build off of these individual services to strengthen communities and reduce violence.

The proposer shall offer a safe, supportive and encouraging environment that encourages trust, bonding, and connection. Staff selection should take into account the population being served with consideration to parity, economic challenges and cultural values. All programs shall work to reduce risk factors for violence and improve outcomes. Strategies may include cognitive-behavioral strategies that shall promote critical thinking and healthy decision-making. The overall focus shall be on enhancing participants’ functioning and behavior, developing skills for living a productive life within the community and engaging in behaviors that contribute to positive outcomes in society.

The providers shall offer a safe, supportive and encouraging environment that encourages trust, bonding, and connection. Staff selection should take into account the population being served with consideration to parity, economic challenges and cultural values.

Program needs for clients may include, but are not limited to the following list:

- Homelessness
- Life skills
- Problem-solving skills
- Employment
- Education
- Criminality, criminal thinking, criminal identity, and the criminal code (shared values)
- Participant manipulativeness
- Denial
- Resistance
- Guilt, stigma, and shame
- Anger and hostility
- Domestic violence
- Exposure to violence
- Cultural identity (cultural background and race)
- Immigration Services
- Language needs (translation services, etc.)
- Role as family member and/or parent
- Motivation
- Creating therapeutic alliances
- Striving for counselor credibility
- Striving for cultural competence
- Designing treatment to reflect stages of change
- Self-management skills (relapse prevention)
- Peer support and feedback
- Pro-social activities
- Reentry services
- Healthy Lifestyle issues
• Support Healthy/Pro-social choices
• Early childhood prevention and intervention
• Conflict Resolution skills
• Gang intervention/prevention
• Individualized mentoring
• Community building
• Balanced and Restorative Justice Practices

The above list is provided to show the need for comprehensive, integrated and holistic thinking when designing programs for clients at risk of violence involvement. The Proposer shall address these issues either internally or through linkages in the local human service system. This list does not preclude the Proposer from addressing additional issues and the Proposer is encouraged to expand areas of topical issues in its service delivery.

The JAC expects equitable treatment by staff towards all participants throughout their course of treatment.

2.4.2 Project Component
The JAC is looking for a creative, but evidence based approach to reducing violence. The expectation is that programs will provide innovative programming in a community friendly manner. The program shall maintain continuous focus on planning and implementation of services that support individuals and communities and shall work collaboratively with the initiatives that support services to reduce violence.

The grant recipient shall be required to ensure confidentiality and shall agree that all information about its work and the work performed by the JAC shall remain confidential. This includes, and is not limited to, all information about the programs supplied to the grant recipient by the JAC and the County.

2.4.3 Record Keeping Procedure
The JAC requires the grant recipient to create and retain participant files service plans and records, when applicable. The participant record information shall include the participants’ names, addresses and services provided.

2.5 Quarterly Reports and Site Visits
Grant recipients will be required to submit quarterly narrative reports for the duration of the grant. The last quarterly report may be considered a final report and may be used for a summation in the categories requested. The quarterly narrative report for the 2013 Violence Reduction Grants shall indicate the following:

• The grant recipients accomplishments in the quarter,
• The number of people enrolled, admitted or who otherwise entered the program,
• Number of people retained in the program, if applicable,
• Number of people who successfully completed the program, if applicable,

• All other metrics given in the program proposal,

• The challenges faced in the quarter,

• Any other information/data the grant recipient can share with Cook County from the quarter(s) that will help us to better understand the factors contributing to violence and the work being done to reduce violence.

Additionally, the Justice Advisory Council will conduct a site visit with the grant recipient at a mutually agreed upon time and place. At the site visit, the JAC will want to meet anyone working under the grant and/or tasked with overseeing its implementation, meet with and hear from any client(s)/constituency participating in program(s) supported by the grant and see the facilities used in the implementation of the grant (e.g. offices, classrooms, meeting areas etc.)

Upon award of a contract the grant recipient will meet with the JAC to discuss quarterly report forms and procedures.

2.6 Key Personnel
Proposers for the Violence Prevention, Intervention and Reduction Grants must identify the key personnel/volunteers that will be committed to the project. The Chief Procurement Officer reserves the right to reject any key personnel proposed if it is determined in the County's best interest. The evaluation of proposals includes the qualifications of the personnel proposed; therefore, proposers will name key personnel as part of their submission. Key Personnel must not be replaced during the project without the approval of the Chief Procurement Officer.

For example years, requirements for specific experience, specific credentials, certifications, background of Proposer and/or Key Personnel.

The selected grant recipient must provide sufficient staff and volunteers to cover project needs. The grant recipient must take into account appropriate staff coverage for vacation days, long-term disabilities, sick days and vacant positions.

2.7 Subcontracting or teaming
The proposer may be comprised of one or more organizations as to assure the overall success of the project. The proposer shall identify each collaborative member organization and specify their role. The Chief Procurement Officer reserves the right to accept or reject any of the collaborative member organizations if in the Chief Procurement Officer's sole opinion replacement of the organization, based on skills and knowledge, is in the best interest of the County.
3. DELIVERABLES
The successful proposer will provide the following deliverables as outlined in the Scope of Services.

Proposals must include number of people the program intends to serve, and specific process and outcomes metrics for the program.

In addition, the proposer will provide a detailed budget for the project (see Appendix 1). If there are other funding sources for the project, a list of other funding sources and the amounts of funds, and an overall organization budget.

4. INSTRUCTIONS TO PROPOSERS
4.1 Instructions
This RFP provides potential Proposers with sufficient information to enable them to prepare and submit proposals. This RFP also contains the instructions governing the submittal of a proposal and the materials to be included therein, including County requirements, which must be met to be eligible for consideration. All proposals must be complete as to the information requested in this RFP in order to be considered responsive and eligible for award.

4.2 Availability of Documents
The County will publish their RFP and other procurement notices, as well as award information, at: www.cookcountyil.gov/purchasing.

Interested proposers should note that, unless otherwise stated in the bid or RFP documents, there is no charge or fee to obtain a copy of the bid documents and respond to documents posted for competitive solicitations. Proposers intending to respond to any posted solicitation are encouraged to visit the website above to insure that they have received a complete and current set of documents. Some procurement notices may provide a downloadable version of the pertinent documents and any amendments to them, available to suppliers after they have completed a simple registration process. Additionally, some notices may permit a supplier to submit a response to a posted requirement in an electronic format.

Any proposers receiving a copy of procurement documents from a bid referral service and/or other third party are solely responsible for insuring that they have received all necessary procurement documentation, including amendments and schedules. The issuing County is not responsible for insuring that all or any procurement documentation is received by any proposer that is not appropriately registered with the issuing County.
4.3 Pre-Proposal Conference
The County will hold a Pre Proposal conference on the date, time and location indicated below. Representatives of the County will be present to answer any questions regarding the goods or services requested or proposal procedures. Prospective Proposers will respond to the contact person listed on the front cover of the RFP at least one day prior to the Pre-Proposal Conference to confirm participation. A maximum of two (2) representatives from each firm may attend. Attendees are encouraged to bring a copy of the RFP to the Pre-Proposal conference.

Date: Friday, March 8, 2013
Time: 10:00 a.m.
Location: Lower Level Pedway Conference Room, 69 West Washington, Chicago, IL 60602

4.4 Special Access to the Pre-Proposal Conference
If special accommodations are required for Proposer to attend the Pre-Proposal Conference or the proposal opening, contact the contact person listed on the front cover of this RFP via email or by phone no later than three (3) days before the event.

4.5 Clarifications
Questions regarding this RFP will be submitted in writing to the contact person listed on the cover page of this RFP no later than Tuesday, March 12, 2013.

4.6 Delivery of Proposal Package
The Proposal and the Pricing Proposal will be either delivered by hand or sent to the County, Office of the Chief Procurement Officer through U.S. Mail or other available courier services to the address shown on the cover sheet of this RFP. Include the RFP number on any package delivered or sent to the County Office of the Purchasing and on any correspondence related to this RFP or the Proposal. The Proposer remains responsible for insuring that its Proposal is received at the time, date, place, and office specified. The County assumes no responsibility for any Proposal not so received, regardless of whether the delay is caused by the U.S. Postal Service, any other carrier, or some other act or circumstance. Proposals received after the time specified will not be considered. All Proposals received after the specified time will be returned unopened.

If using an express delivery service, the package must be delivered to the designated building and office and not to the County Central Receiving facilities.

4.7 Uniformity
To provide uniformity and to facilitate comparison of Proposals, all information submitted must clearly refer to the page number, section or other identifying reference in this RFP. All information submitted must be noted in the same sequence as its appearance in this RFP. The County reserves the right to waive minor variances or irregularities.

4.8 Proposal Material
The Proposal material submitted in response to the RFP becomes the property of Cook County upon delivery to the Office of the Chief Procurement Officer and will be part of any contract formal document for the goods or services which are the subject of this RFP.
Addenda

4.9 Addenda

Should any proposer have questions concerning conditions and specifications, or find discrepancies in or omissions in the specifications, or be in doubt as to their meaning, they should notify the Office of the Chief Procurement Officer no later than ten (10) days prior to the due date and obtain clarification prior to submitting a Proposal. Such inquiries must reference the proposal due date and the County RFP number.

Any clarification addenda issued to Proposer prior to the Proposal due date shall be made available to all proposers. Since all addenda become a part of the Proposal, all addenda must be signed by an authorized Proposer representative and returned with the Proposal on or before the Proposal opening date. Failure to sign and return any and all addenda acknowledgements shall be grounds for rejection of the Proposal.

Interpretations that change the terms, conditions, or specifications will be made in the form of an addendum to the solicitation by the County. If issued, the County will post the addenda on the county website: http://legacy.cookcountygov.com/purchasing/proposals.html. In the event there are any conflicts between the general terms and conditions and any special terms and conditions, the special terms and conditions shall take precedence.

Proposer's Responsibility for Services Proposed

4.10 Proposer’s Responsibility for Services Proposed

The Proposer must thoroughly examine and will be held to have thoroughly examined and read the entire RFP document. Failure of Proposers fully to acquaint themselves with existing conditions or the amount of work involved will not be a basis for requesting extra compensation after the award of a Contract.

Errors and Omissions

4.11 Errors and Omissions

The Proposer is expected to comply with the true intent of this RFP taken as a whole and shall not avail itself of any errors or omission to the detriment of the services or the County. Should the Proposer suspect any error, omission, or discrepancy in the specifications or instructions, the Proposer shall immediately notify the County in writing, and the County will issue written corrections or clarifications. The Proposer is responsible for the contents of its Proposals and for satisfying the requirements set forth in the RFP. Proposer will not be allowed to benefit from errors in the document that could have been reasonably discovered by the Proposer in the process of putting the proposal together.

RFP Interpretation

4.12 RFP Interpretation

Interpretation of the wording of this document shall be the responsibility of the County and that interpretation shall be final.

Confidentiality and Response Cost and Ownership

4.13 Confidentiality and Response Cost and Ownership

From the date of issuance of the RFP until the due date, the Proposer must not make available or discuss its Proposal, or any part thereof, with any employee or agent of the County. The Proposer is hereby warned that any part of its Proposal or any other material marked as confidential, proprietary, or trade secret, can only be protected to the extent permitted by Illinois Statutes.
4.14 Use of Subcontractors
The proposal must clearly state the identity of each team member and their role. The Proposer’s response must include a description of which portion(s) of the work will be subcontracted out, the names and addresses of potential Subcontractors and the expected amount of money each will receive under the Contract. The County reserves the right to accept or reject any subcontractor if in the County’s sole opinion it is in the best interest of the County.

4.15 Proposer’s Disclosure and Conflict of Interest
The Proposer must complete and return the enclosed “Economic Disclosure Statement & Forms” along with their proposal. In the event that further clarification is required on any of the information provided, the County reserves the right to make any necessary inquiry with a proposer for such purpose. Such inquiry, if made, may include a deadline by which time any necessary clarifying information must be submitted.

4.16 Cook County RFP Form
All proposers will use this solicitation form for submitting their proposal. Variations or exceptions from the specifications and general conditions will be shown on attached Exceptions toSpecifications sheet. Such variations or exceptions may be considered in evaluating the offers received. Any exception taken must be noted in the space provided within this solicitation. Failure to comply with this requirement may cause a proposer’s proposal to be considered "nonresponsive."

4.17 Pricing
All price and cost information requested in this solicitation should be provided by the proposer. While price is a factor in the evaluation of responses received, the relevant importance of price may vary based on the nature of the purchase and the related significance of other criteria as may be expressed elsewhere in this solicitation. In evaluating price, the County may give consideration to all cost of ownership factors relevant to determine the total final cost to the County, including but not limited to: administrative cost of issuing multiple awards. The County will be the sole determinant of the relevant and appropriate cost factors to be used in evaluating any Base or Alternate offers and/or Options.

4.18 Period of Firm Proposal
Prices for the proposed service must be kept firm for at least ninety (90) days after the last time specified for submission of Proposals. Firm Proposals for periods of less than this number of days may be considered non-responsive. The Proposer may specify a longer period of firm price than indicated here. If no period is indicated by the Proposer in the Proposal, the price will be firm until written notice to the contrary is received from the Proposer, unless otherwise specified in this RFP.

4.19 Awards
The County may, at its discretion evaluate all responsive Proposals. The County reserves the right to make the award on an all or partial basis or split the award to multiple Proposers based on the lowest responsible proposers meeting the specifications, terms and conditions. If a split award is not acceptable it must be so stated in the proposal.

4.20 Cook County Rights
The County reserves the right to reject any and all offers, to waive any informalities in the offers and, unless otherwise specified by the Proposer, to accept any item in the offer. The County also reserves the right to accept or reject all or part of your Proposal, in any combination that is economically advantageous to Cook County.
4.21 Alteration/Modification of Original Documents
The Proposer certifies that no alterations or modifications have been made to the original content of this Bid/RFP or other procurement documents (either text or graphics and whether transmitted electronically or hard copy in preparing this proposal). Any alternates or exceptions (whether to products, services, terms, conditions, or other procurement document subject matter) are apparent and clearly noted in the offered proposal. Proposer understands that failure to comply with this requirement may result in the proposal being disqualified and, if determined to be a deliberate attempt to misrepresent the proposal, may be considered as sufficient basis to suspend or debar the submitting party from consideration from future competitive procurement opportunities.

4.22 Recycling
Packaging which is readily recyclable, made with recyclable materials, and designed to minimize potential adverse effects on the environment when disposed of by incineration or in a landfill is desired to the extent possible. Product(s) offered which contain recycled materials may be acceptable provided they meet all pertinent specifications and performance criteria outlined in this RFP. If the product(s) offered are manufactured utilizing recycled materials, identify the percentage composition and nature of the recycled content within.

5. EVALUATION AND SELECTION PROCESS

5.1 Responsiveness Review
County personnel will review all proposals to ascertain that they are responsive to all submission requirements.

5.2 Evaluation Process
An evaluation committee comprised of Members of the Cook County Violence Prevention, Intervention and Reduction Advisory Committee and other designated County personnel will evaluate all responsive proposals in accordance with the evaluation criteria detailed below. All decisions by members of the Evaluation Committee shall be made solely in their capacity as members of the Evaluation Committee, and shall not be based upon their participation in other civic foundations, employment or non-profit corporations.

This evaluation process may result in a shortlist of proposals. The evaluation committee, at its option, may request that all or shortlisted proposers make a presentation, other customer testimonials, submit clarifications, schedule a site visit of their premises (as appropriate), provide a best and final offer, provide additional references, respond to questions, or consider alternative approaches.

5.2.1 Proposer Presentations
Cook County reserves the right to, but is not obligated to, request and require that each Proposer provide a formal presentation of its Proposal at a date and time to be determined. If required by Cook County, it is anticipated that such presentation will not exceed two (2) hours. No Proposer will be entitled to present during, or otherwise receive any information regarding, any presentation of any other Proposer.
5.2.2 Right to Inspect
The County reserves the right to inspect and investigate thoroughly the establishment, facilities, equipment, business reputation, and other qualification of the Proposer and any proposed subcontractors and to reject any Proposal regardless of price if it shall be administratively determined that in the County’s sole discretion the Proposer is deficient in any of the essentials necessary to assure acceptable standards of performance. Cook County reserves the right to continue this inspection procedure throughout the life of the Contract that may arise from this RFP.

5.2.3 Right to award less than proposed
The County may in its discretion based on budget and proposal details award a grant in amount less than the proposal requests.

5.4 Selection Process
Upon review of all information provided by shortlisted proposers, the evaluation committee will make a recommendation for selection to the Chief Procurement Officer for concurrence and submission to the County elected officials. The County reserves the right to check references on any projects performed by the proposer whether provided by the proposer or known by the County. The selected proposal will be submitted for approval to the Cook County Board. Cook County intends to select a proposal that best meets the needs of the County. Upon approval of the selected Proposer, a contract will be prepared by the County and presented to the Selected Proposer for signature.

6. CRITERIA
6.1 Responsiveness of Proposal. Compliance with all the submission requirements of the RFP.

6.2 Technical Proposal.

6.2.1 Quality and relevancy of the proposed program plan to meet one or more of the targeted areas of targeted areas of behavioral health, education, skill building, community building, balanced and restorative justice, civic engagement, youth engagement, employment, or mentoring. This will also include a clear description of the problem, the implementation schedule, expected outcomes, planning activities and understanding of the Violence Reduction Grant goals.

6.2.2 Quality of the staffing plan including the ability of the Proposer to provide an adequate level of staff coverage as well as the qualifications and experience of the proposed key personnel as evidenced by relevant experience, understanding, of the targeted population and appropriate licenses.

6.2.3 Quality and thoroughness of the Proposer’s plan to clearly articulate a methodology for program implementation appropriate for the nature and scope of work outlined in RFP.

6.2.4 Qualifications and experience of the Proposer to successfully design, implement and perform the services for Violence Reduction Grants, as evidenced by the successful implementation of at least three (3) similar programs.
6.2.5 Quality of the Proposer’s plan to evaluate performance measures. This includes analysis of impact/outcomes, evaluation of the program’s success and demonstration of the program’s effectiveness.

6.2.6 Financial stability of the Proposer.

6.2.7 Reasonableness and extent of contract exceptions taken by Proposer.

6.3 Budget Details and reasonableness of costs included, content, and nature of services proposed.

7. SUBMISSION OF PROPOSAL

7.1 Instructions for Submission
7.1.1 Number of Copies. Please submit one original and three (3) copies no later than the time and date indicated in this RFP. The original should be clearly marked “original”.

7.1.2 Time for submission. Proposals shall be submitted no later than the date and time indicated for submission in this RFP. Late submittals may not be considered and may be returned unopened.

7.1.3 Format. Proposal should be left-bound with information on one side only. Material should be organized following the order of the submission requirements separated by labeled tabs. Expensive paper and bindings are discouraged since no materials will be returned.

7.1.4 Complete submission. Proposers are advised to carefully review all the requirements and submit all documents and information as indicated in this RFP. Incomplete proposals may lead to a proposal being deemed non responsive. Non responsive proposals will not be considered.

7.1.5 Packaging and Labeling. The outside wrapping/envelope shall clearly indicate the RFP Title and date and time for submission. It shall also indicate the name of the proposer.

7.1.6 Timely delivery of Proposals. The Proposal, must be either delivered by hand or sent to Cook County, Office of the Chief Procurement Officer through U.S. Mail or other available courier services to the address shown on the cover sheet of this RFP. Include the RFP number on any package delivered or sent to the County, Office of the Chief Procurement Officer and on any correspondence related to the Proposal. If using an express delivery service, the package must be delivered to the designated building and office. Packages delivered by express mail services to other locations might not be re-delivered in time to be considered.

7.1.7 Late Proposals. The proposer remains responsible for ensuring that its Proposal is received at the time, date, place, and office specified. The County assumes no responsibility for any Proposal not so received, regardless of whether the delay is caused by the U.S. Postal Service, the County Postal Delivery System, or some other act or circumstance.
7.2 Submission Requirements

7.2.1 Cover letter. The cover letter shall be signed by an authorized representative of the Proposer. The letter shall indicate the Proposer’s commitment to provide the services proposed at the cost and schedule proposed. Also, the cover letter shall identify the members of the team that comprise the Proposer. Indicate the organizational relationship of the team members.

7.2.2 Executive Summary. The executive summary should include a brief overview of the Violence Reduction Program and the key personnel who will be responsible for the services to be provided. The executive summary shall also include an organization chart for the project.

7.2.3 Proposed Plan of Action/Program Plan. Provide a detailed proposed plan of action, scheduling, including measurable outcomes indicating how all requirements will be met and the methodology proposed for conducting the implementation plan to successfully meet the goals.

7.2.4 Qualifications of the Proposer. Include a brief description of the organization’s track record, including history, number of employees, number of years in operation, and a list of projects relevant to this RFP. Provide a list of references where a program was implemented. Include the name of the contact person, name of the organization, dollar value of the project, address, telephone number and email address. Please provide at least three (3) references related to the work done. Information shall include but not be limited to:
- Demonstrated experience with the populations to be served.
- Demonstrated experience serving the proposed community areas.
- Evidence of appropriate agency licenses where required.
- Evidence of a strong track record of service provision and administration.

7.2.5 Key Personnel. Provide a chronological resume for each of the key personnel proposed. In addition, provide the time commitment for each key personnel. Indicate the level of their commitment to other projects. Provide a list of all members of the Organization’s Board of Directors and their affiliations.

7.2.7 Financial Stability. Provide the audited financial statements for the last three fiscal years. Include the letter of opinion, balance sheet, schedules, and related auditor’s notes. The County may consider alternate financial documentation.

7.2.8 Legal Actions. Provide a list of any pending litigation in which the proposer may experience significant financial settlement and include a brief description of the reason for legal action.

7.2.9 Conflict of Interest. Provide information regarding any real or potential conflict of interest. Failure to address any potential conflict of interest upfront may be cause for rejection of the proposal.
7.2.10 Economic Disclosure Statement. Execute and submit the Economic Disclosure Statement (“EDS”). In the event any further clarification is required on any of the information provided, the County reserves the right to make any necessary communication with the Proposer for such purpose. Such communication, if made, may include a deadline by which time any necessary clarifying information must be submitted.

7.2.11 Submit your price proposal/budget detail in a separate sealed envelope. The price proposal/budget detail shall be submitted in the format provided. Submit one (1) original (clearly marked as “Original) and three (3) copies of the completed and signed Pricing Proposal/Budget Detail (Appendix I) in a separate sealed envelope that is clearly marked with the RFP number and the label “Budget Detail.” The pricing proposal/budget detail will include any supplemental or renewal option period pricing or schedules offered by the proposer.

7.3 Other:

Submit any information the Proposer deems pertinent to demonstrating its qualifications to perform the services being requested such as memberships in any professional associations.
APPENDIX I - Budget Detail

This Appendix I and Proposer’s response to it will be incorporated into the final Contract. The County makes no guarantee that the services identified in this RFP will be required as of the dates or in the quantities indicated.

Information submitted for these sections must clearly refer the appropriate section and must be provided in the sequence indicated.

The Proposer must provide sufficient pricing details to permit the County to understand the basis for the proposal. Pricing will include any Government discount provided to Municipal Entities.

The County is not obligated neither to purchase the full quantities proposed by the proposer nor to enter into an agreement with any one proposer.
BUDGET DETAIL

Grant Proposal Amount Requested: $__________

The Proposer declares that it has carefully examined the Request for Proposal documents, the Proposal Forms, General and Special Conditions and Specifications identified as Document Number 13-53-090 for the Violence Prevention, Intervention And Reduction Grants, as prepared by Cook County and has become familiar with all of the conditions under which it must be carried out and understands that by submitting proposed pricing on these pages, Proposer waives all right to plead any misunderstanding regarding the same. Any category of expense not applicable to the budget may be deleted. Indirect costs are not allowable

Budget Detail

A. Personnel
List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

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<tr>
<th>Name/Position</th>
<th>Computation</th>
<th>Cost</th>
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SUB-TOTAL $____________________

B. Fringe Benefits
Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman’s Compensation, and Unemployment Compensation.

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<th>Name/Position</th>
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SUB-TOTAL $____________________
TOTAL PERSONNEL AND FRINGE BENEFITS $ __________________________

C. **Travel**

Itemize travel expenses of project personnel by purpose. Show the basis of computation (e.g., six people to 3-day training at $X airfare, $X lodging, $X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved.

Identify the location of travel, if known. Travel for consultants will only be reimbursed for resources traveling from more than 50 miles outside of Cook County and shall be consistent with Cook County travel reimbursement policies. All travel shall be pre-approved by the Justice Advisory Council.

<table>
<thead>
<tr>
<th>Purpose of Travel</th>
<th>Location</th>
<th>Item</th>
<th>Computation</th>
<th>Cost</th>
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**TOTAL $ __________________________**

D. **Supplies**

List items by type. Generally, supplies include any materials that are expendable or consumed during the course of the project.

<table>
<thead>
<tr>
<th>Supply Items</th>
<th>Computation</th>
<th>Cost</th>
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**TOTAL $ __________________________**
E. **Other Costs**
List items (e.g., rent, reproduction, telephone, janitorial or security services, and investigative or confidential funds) by major type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent, or provide a monthly rental cost and how many months to rent.

<table>
<thead>
<tr>
<th>Description</th>
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<th>Cost</th>
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**TOTAL $_________________________**

**Budget Summary** - When you have completed the budget worksheet, transfer the totals for each category to the spaces below. Compute the total direct costs and the total project costs. Indicate the amount of Federal funds requested and the amount of non-Federal funds that will support the project.

<table>
<thead>
<tr>
<th>Budget Category</th>
<th>Amount</th>
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<tbody>
<tr>
<td>A Personnel</td>
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<tr>
<td>B Fringe Benefits</td>
<td>$</td>
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<tr>
<td>C Travel</td>
<td>$</td>
</tr>
<tr>
<td>D Supplies</td>
<td>$</td>
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<tr>
<td>E Other Costs</td>
<td>$</td>
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<tr>
<td>Grand Total</td>
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</table>
APPENDIX II

Economic Disclosure Statement
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Pages</th>
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</thead>
<tbody>
<tr>
<td>Instructions</td>
<td>Instructions for Completion of EDS</td>
<td>EDS i - ii</td>
</tr>
<tr>
<td>1</td>
<td>Certifications</td>
<td>EDS 1, 2</td>
</tr>
<tr>
<td>2</td>
<td>Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest</td>
<td>EDS 3 – 9</td>
</tr>
<tr>
<td>3</td>
<td>Sole Proprietor Signature Page</td>
<td>EDS 10a/b/c</td>
</tr>
<tr>
<td>4</td>
<td>Partnership Signature Page</td>
<td>EDS 11a/b/c</td>
</tr>
<tr>
<td>5</td>
<td>Limited Liability Corporation Signature Page</td>
<td>EDS 12a/b/c</td>
</tr>
<tr>
<td>6</td>
<td>Corporation Signature Page</td>
<td>EDS 13a/b/c</td>
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<td>7</td>
<td>Cook County Signature Page</td>
<td>EDS 14</td>
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This Economic Disclosure Statement and Execution Document (“EDS”) is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications (“Proposer”), and others as required by the Chief Procurement Officer. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the “Contract”), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned’s execution of the Contract.

Definitions. Capitalized 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, or other documents, as applicable.

“Affiliated Entity” means a person or entity that, directly or indirectly, controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.

“Bidder,” “Proposer,” “Undersigned,” or “Applicant,” is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.

“Proposal,” for purposes of this EDS, is the Undersigned’s complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the “Proposal” is such other proposal, quote or offer submitted by the Undersigned, and in any event a “Proposal” includes this EDS .

“Code” means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk’s Office website (http://www.cookctyclerk.com/sub/ordinances.asp). This page can also be accessed by going to www.cookctyclerk.com, clicking on the tab labeled “County Board Proceedings,” and then clicking on the link to “Cook County Ordinances.”

“Contractor” or “Contracting Party” means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.

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

“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 or entity who lobbies.

“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.

Section 1: Certifications. Section 1 sets forth certifications that are required for contracting parties under the Code. 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 2: Economic and Other Disclosures Statement. Section 2 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 Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

Sections 3, 4, 5, 6: Execution Forms. The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 3 is the form for a sole proprietor; Section 4 is the form for a partnership or joint venture; Section 5 is the form for a Limited Liability Corporation, and Section 6 is the form for a Corporation. Proper execution requires THREE ORIGINALS; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required.
**Required Updates.** The information provided in this EDS will be kept current. In the event of any change in any information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Undersigned will supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is requested.

**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. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at www.cookcountygov.com and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.
CERTIFICATIONS (SECTION 1)

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED 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 UNDERSIGNED IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

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

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

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

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

8) Has entered a plea of nolo contendere to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

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

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

B. BID-RIGGING OR BID ROTATING

THE UNDERSIGNED HEREBY CERTIFIES THAT: In accordance with 720 ILCS 5/33 E-11, neither the Undersigned 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 UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned will provide a drug free workplace, as required by Public Act 86-1459 (30 ILCS 580/2-11).
D. DELINQUENCY IN PAYMENT OF TAXES

**THE UNDERSIGNED HEREBY CERTIFIES THAT:** The Undersigned is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-129.

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 UNDERSIGNED HEREBY CERTIFIES THAT:** It is in compliance with the 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. MACBRIDE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132

If the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, the primary contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

H. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-127)

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 determined from time to time by, and is available from, the Chief Financial Officer of the County.

For purposes of this EDS Section 4, H, "Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "Contract" as used in this EDS, Section 4, I, 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.

EDS-2
REQUIRED DISCLOSURES (SECTION 2)

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name                        Address
----------------------------------------------------------------------------------
----------------------------------------------------------------------------------
----------------------------------------------------------------------------------

2. LOCAL BUSINESS PREFERENCE DISCLOSURE; CODE, CHAPTER 34, SECTION 34-151(p);

"Local Business" shall mean a person authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County.

a) Is Bidder a "Local Business" as defined above?
   Yes:_________________________ No:_________________________

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

   c) Does Bidder employ the majority of its regular full-time workforce within Cook County?
      Yes:_________________________ No:_________________________

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-366)

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-8) and complete the following, based upon the definitions and other information included in such Affidavit.
4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Undersigned 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 Undersigned in Cook County:

PERMANENT INDEX NUMBER(S): __________________________________________

________________________________________

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

b) ______ The Undersigned owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Undersigned 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 Undersigned 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 Undersigned certified to all Certifications and other statements contained in this EDS.
Effective July 1, 1998, every applicant for a County Privilege shall be in full compliance with any Child Support Order before such applicant is entitled to receive a County Privilege. When Delinquent Child Support Exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

"Applicant" means any person or business entity, including all Substantial Owners, seeking issuance of a County Privilege or renewal of an existing County Privilege from the County. This term shall not include any political subdivision of the federal or state government, including units of local government, and not-for-profit organizations.

"County Privilege" means any business license, including but not limited to liquor dealers' licenses, packaged goods licenses, tavern licenses, restaurant licenses, and gun licenses; real property license or lease; permit, including but not limited to building permits, zoning permits or approvals; environmental certificate; County HOME Loan, and contracts exceeding the value of $10,000.00.

"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 Applicants/Substantial Owners are required to complete this affidavit and comply with the Child Support Enforcement Ordinance before any privilege is granted. 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.

Privilege Information:

County Privilege: __________________________
County Department: ________________________

Applicant Information:

Last name: ____________________________ First Name: ____________________________ MI: __________
SS# (Last Four Digits): ______ ______ ______ ______ Date of Birth: __________________________
Street Address: __________________________
City: ____________________________ State: ____________________________ Zip: __________
Home Phone: (___) ______-______ Drivers License No: __________________________

Child Support Obligation Information:

The Undersigned applicant, being duly sworn on oath or affirmation hereby states that to the best of my knowledge (place an "X" next to "A", "B", "C", or "D").

A. The Applicant has no judicially or administratively ordered child support obligations.
B. The Applicant has an outstanding judicially or administratively ordered obligation, but is paying in accordance with the terms of the order.
C. The Applicant is delinquent in paying judicially or administratively ordered child support obligations
D. The Applicant is not a substantial owner as defined above.

The Undersigned applicant understands that failure to disclose any judicially or administratively ordered child support debt owed will be grounds for revoking the privilege.

Signature: ____________________________ Date: __________________________
Subscribed and sworn to before me this ______ day of __________________________, 20 ________
X ____________________________ __________________________
Notary Public Signature Notary Seal

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

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

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

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

"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. An individual or Legal Entity 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_________________________________________ D/B/A:_________________________ EIN NO.:_____________________

Street Address:_______________________________________________________________

City:_________________________ State:_________________________ Zip Code:______________

Phone No.:_________________________

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 individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Percentage Interest in Applicant/Holder</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>

2. If the interest of any individual or any Entity 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.

<table>
<thead>
<tr>
<th>Name of Agent/Nominee</th>
<th>Name of Principal</th>
<th>Principal’s Address</th>
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</thead>
<tbody>
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<td></td>
</tr>
</tbody>
</table>

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 or legal entity, and the relationship under which such control is being or may be exercised.

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Percentage of Beneficial Interest</th>
<th>Relationship</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

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.

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

Signature  
Date

E-mail address  
Phone Number

Subscribed to and sworn before me  
this ________ day of ________, 20__.

X  
Notary Public Signature  
My commission expires:

Notary Seal

EDS-7
FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

Section 2-582 of the Cook County Ethics Ordinance requires any person or persons doing business with Cook County, upon execution of a contract with Cook County, to disclose to the Cook County Board of Ethics the existence of familial relationships they may have with all persons holding elective office in the State of Illinois, the County of Cook, or in any municipality within the County of Cook.

The disclosure required by this section shall be filed by January 1 of each calendar year or within thirty (30) days of the execution of any contract or lease. Any person filing a late disclosure statement after January 31 shall be assessed a late filing fee of $100.00 per day that the disclosure is late. Any person found guilty of violating any provision of this section or knowingly filing a false, misleading, or incomplete disclosure to the Cook County Board of Ethics shall be prohibited, for a period of three (3) years, from engaging, directly or indirectly, in any business with Cook County. Note: Please see Chapter 2 Administration, Article VII Ethics, Section 2-582 of the Cook County Code to view the full provisions of this section.

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304.

Note: A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics’ website at: http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf

DEFINITIONS:

“Calendar year” means January 1 to December 31 of each year.

“Doing business” for this Ordinance provision means any one or any combination of leases, contracts, or purchases to or with Cook County or any Cook County agency in excess of $25,000 in any calendar year.

“Familial relationship” means a person who is related to an official or employee as spouse or any of the following, whether by blood, marriage or adoption:

- Parent
- Child
- Brother
- Sister
- Aunt
- Uncle
- Niece
- Nephew

- Grandparent
- Grandchild
- Father-in-law
- Mother-in-law
- Son-in-law
- Daughter-in-law
- Brother-in-law
- Sister-in-law

- Stepfather
- Stepmother
- Stepson
- Stepdaughter
- Stepbrother
- Stepsister
- Half-brother
- Half-sister

“Person” means any individual, entity, corporation, partnership, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, and whether or not operated for profit.
SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

Pursuant to Section 2-582 of the Cook County Ethics Ordinance, any person* doing business* with Cook County must disclose, to the Cook County Board of Ethics, the existence of familial relationships* to any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County. Please print your responses.

Name of Owner/Employee: ___________________________ Title: ___________________________

Business Entity Name: ___________________________ Phone: ___________________________

Business Entity Address: ___________________________

The following familial relationship exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

Owner/Employee Name: ___________________________ Related to: ___________________________ Relationship: ___________________________

1. ___________________________ ___________________________ ___________________________
2. ___________________________ ___________________________ ___________________________
3. ___________________________ ___________________________ ___________________________
4. ___________________________ ___________________________ ___________________________
5. ___________________________ ___________________________ ___________________________

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

There is no familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

To the best of my knowledge and belief, the information provided above is true and complete.

_________________________ ___________________________
Owner/Employee’s Signature Date

Subscribe and sworn before me this __________ Day of __________________________, 20___

a Notary Public in and for ______________ County

_________________________
(Signature)

NOTARY PUBLIC My Commission expires __________________________
SEAL

Completed forms must be filed within 30 days of the execution of any contract or lease with Cook County and should be mailed to:

Cook County Board of Ethics
69 West Washington Street,
Suite 3040
Chicago, Illinois 60602

EDS-9
SIGNATURE BY A SOLE PROPRIETOR
(SECTION 3)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned 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.

BUSINESS NAME:__________________________________________

BUSINESS ADDRESS:__________________________________________

BUSINESS TELEPHONE:_________________________ FAX NUMBER:__________________________________________

FEIN/SSN:__________________________________________

COOK COUNTY BUSINESS REGISTRATION NUMBER:__________________________________________

SOLE PROPRIETOR'S SIGNATURE:__________________________________________

PRINT NAME: ________________________________________________

DATE: ________________________________________________

Subscribed to and sworn before me this 
____________________ day of ________________, 20____.

My commission expires:

X ________________________________________________

Notary Public Signature 

Notary Seal

EDS-10a

1.10.13
SIGNATURE BY A SOLE PROPRIETOR
(SECTION 3)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned 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.

BUSINESS NAME: ____________________________________________

BUSINESS ADDRESS: ____________________________________________

BUSINESS TELEPHONE: ___________________________ FAX NUMBER: ____________________________

FEIN/SSN: ____________________________________________

COOK COUNTY BUSINESS REGISTRATION NUMBER: ____________________________

SOLE PROPRIETOR'S SIGNATURE: ____________________________

PRINT NAME: ____________________________________________

DATE: ____________________________________________

Subscribed to and sworn before me this

__________ day of ________________, 20__.

My commission expires:

X______________________________________________

Notary Public Signature

______________________________________________

Notary Seal
SIGNATURE BY A SOLE PROPRIETOR
(SECTION 3)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned 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.

BUSINESS NAME: _____________________________

BUSINESS ADDRESS: ____________________________

____________________________________________

BUSINESS TELEPHONE: _________________________ FAX NUMBER: ___________________________

FEIN/SSN: ______________________________________

COOK COUNTY BUSINESS REGISTRATION NUMBER: ________________________________

SOLE PROPRIETOR’S SIGNATURE: ______________________________________________________

PRINT NAME:  ________________________________________________________________

DATE: ________________________________

Subscribed to and sworn before me this

_______________ day of ____________________, 20__. My commission expires:

X ______________________________________

Notary Public Signature  Notary Seal
SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)  
(SECTION 4)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned 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.

BUSINESS NAME: ____________________________________________________________

BUSINESS ADDRESS: _________________________________________________________

___________________________________________________________________________

BUSINESS TELEPHONE: ___________________________________ FAX NUMBER: ___________________________

CONTACT PERSON: ___________________ FEIN/SSN: ________________________________

*COOK COUNTY BUSINESS REGISTRATION NUMBER: ______________________________

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: ________________________________________________________________

Date: ________________________________________________________________

Subscribed to and sworn before me this

__________________ day of ____________________, 20___.

My commission expires:

X ___________________________________________ Notary Public Signature

__________________________________________ Notary Seal

* Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.
SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 4)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned 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.

BUSINESS NAME:__________________________________________________________

BUSINESS ADDRESS:_______________________________________________________

________________________________________________________________________

BUSINESS TELEPHONE:_________________________ FAX NUMBER:_____________________

CONTACT PERSON:_____________________________ FEIN/SSN:________________________

*COOK COUNTY BUSINESS REGISTRATION NUMBER:__________________________

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY:________________________________________________________

Date:________________________________________________________

Subscribed to and sworn before me this

________day of__________, 20__.

My commission expires:

X ________________________________ ________________________________

Notary Public Signature Notary Seal

* Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.
SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 4)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned 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.

BUSINESS NAME:__________________________________________________________

BUSINESS ADDRESS:________________________________________________________________________

________________________________________________________________________

BUSINESS TELEPHONE:________________________FAX NUMBER:________________________

CONTACT PERSON:________________________FEIN/SSN:________________________

*COUNTRY BUSINESS REGISTRATION NUMBER:______________________________________________

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY:________________________________________________________________________

Date:________________________________________________________________________

Subscribed to and sworn before me this

________________day of _____________________, 20__.  My commission expires:

X______________________________________________________________

Notary Public Signature ___________________________ Notary Seal ________________

* Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.
SIGNATURE BY A LIMITED LIABILITY CORPORATION
(SECTION 5)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Procurement Director 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.

BUSINESS NAME:________________________________________________________

BUSINESS ADDRESS:__________________________________________________________________________

BUSINESS TELEPHONE:_________________________ FAX NUMBER:______________________________

CONTACT PERSON:______________________________________________________________

FEIN:_________________________________________ * CORPORATE FILE NUMBER:__________________________

MANAGING MEMBER:____________________________ MANAGING MEMBER:____________________________

**SIGNATURE OF MANAGER: ____________________________________________________________

ATTEST: ____________________________________________________________

Subscribed and sworn to before me this

___________ day of _____________, 20__________.

X______________________________________________ ________________________________
Notary Public Signature Notary Seal

* 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.

** Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.
The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Procurement Director 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.

BUSINESS NAME: 

BUSINESS ADDRESS: 

BUSINESS TELEPHONE: ___________________________ FAX NUMBER: ___________________________

CONTACT PERSON: 

FEIN: ___________________________ * CORPORATE FILE NUMBER: ___________________________

MANAGING MEMBER: ___________________________ MANAGING MEMBER: ___________________________

**SIGNATURE OF MANAGER: 

ATTEST: 

Subscribed and sworn to before me this

____________________ day of ____________________, 20_______.

X ___________________________ ___________________________

Notary Public Signature Notary Seal

* 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.

** Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.
SIGNATURE BY A LIMITED LIABILITY CORPORATION
(SECTION 5)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Procurement Director 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.

BUSINESS NAME: ___________________________________________

BUSINESS ADDRESS: ___________________________________________

BUSINESS TELEPHONE: ______________________ FAX NUMBER: ______________________

CONTACT PERSON: ___________________________________________

FEIN: ______________________ * CORPORATE FILE NUMBER: ______________________

MANAGING MEMBER: ______________________ MANAGING MEMBER: ______________________

**SIGNATURE OF MANAGER: ___________________________________________

ATTEST: ___________________________________________

Subscribed and sworn to before me this

_____________ day of ________________, 20_ ____________.

X ___________________________________________  ___________________________

Notary Public Signature                                            Notary Seal

* 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.

** Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.
SIGNATURE BY A CORPORATION
(SECTION 6)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned 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.

BUSINESS NAME:________________________________________________________

BUSINESS ADDRESS:_____________________________________________________

BUSINESS TELEPHONE:_________________________ FAX NUMBER:__________________

CONTACT PERSON:______________________________________________________

FEIN:________________________ ___*IL CORPORATE FILE NUMBER:_________________

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT:________________________________ VICE PRESIDENT:________________________

SECRETARY:________________________________ TREASURER:________________________

**SIGNATURE OF PRESIDENT:________________________________________________

ATTEST:____________________________________ (CORPORATE SECRETARY)

Subscribed and sworn to before me this

___________ day of ______________, 20__. My commission expires:

X________________________ Notary Public Signature ____________________________ Notary Seal

* 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.

** In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

EDS-13a

1.10.13
SIGNATURE BY A CORPORATION
(SECTION 6)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned 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.

BUSINESS NAME: __________________________________________

BUSINESS ADDRESS: _________________________________________

BUSINESS TELEPHONE: __________________ FAX NUMBER: __________

CONTACT PERSON: __________________________________________

FEIN: __________________________  *IL CORPORATE FILE NUMBER: __________

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: ___________________________ VICE PRESIDENT: ________________

SECRETARY: ___________________________ TREASURER: __________________

**SIGNATURE OF PRESIDENT: _________________________________

ATTEST: ________________________________ (CORPORATE SECRETARY)

Subscribed and sworn to before me this

____________ day of ____________, 20__.

My commission expires:

X ________________________________ Notary Public Signature

Notary Seal

* 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.

** In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.
SIGNATURE BY A CORPORATION
(SECTION 6)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned 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.

BUSINESS NAME: ____________________________________________

BUSINESS ADDRESS: ____________________________________________

______________________________________________________________

BUSINESS TELEPHONE:_______________________ FAX NUMBER:_______________________

CONTACT PERSON: ____________________________________________

FEIN:___________________________ *IL CORPORATE FILE NUMBER:_______________________

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT:___________________________ VICE PRESIDENT:___________________________

SECRETARY:___________________________ TREASURER:___________________________

**SIGNATURE OF PRESIDENT: ____________________________________________

ATTEST:________________________________________ (CORPORATE SECRETARY)

Subscribed and sworn to before me this

_____________ day of _______________, 20___.

My commission expires:

X __________________
Notary Public Signature __________________
Notary Seal

* 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.

** In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

EDS-13c
1.10.13
ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

________________________________________________________
COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS _____ DAY OF ____________________________, 20__.

IN THE CASE OF A BID PROPOSAL, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

________________________________________________________
OR

ITEM(S), SECTION(S), PART(S): __________________________________________________________

________________________________________________________

TOTAL AMOUNT OF CONTRACT: $______________________________
(DOLLARS AND CENTS)

FUND CHARGEABLE: ____________________________________________

APPROVED AS TO FORM:

________________________________________________________
ASSISTANT STATE'S ATTORNEY
(Required on contracts over $1,000,000.00)
APPENDIX III

CONTRACT
PROFESSIONAL SERVICES AGREEMENT

______________________________
BETWEEN

COOK COUNTY GOVERNMENT

COOK COUNTY JUSTICE ADVISORY COUNCIL

AND
PROFESSIONAL SERVICES AGREEMENT

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Exhibit 2 Schedule of Compensation
Exhibit 3 Evidence of Insurance
Exhibit 4 Board Authorization
AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as “County” and ____________________, doing business as a(an) _______ of the State of ______hereinafter referred to as “Consultant”, pursuant to authorization by the Cook County Board of Commissioners on the ______ day of __________, 20__, as evidenced by Board Authorization letter attached hereto as EXHIBIT “4”.

BACKGROUND

The County of Cook issued a Request for Proposals “RFP” for____________________. Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Consultant was selected based on the proposal submitted and evaluated by the County representatives. Consultant represents that it has the professional experience and expertise to provide the necessary services and further warrants that it is ready, willing and able to perform in accordance with the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, the County and Consultant agree as follows:

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND
The Background information set forth above is incorporated by reference as if fully set forth here.

ARTICLE 2) DEFINITIONS
a) Definitions

The following words and phrases have the following meanings for purposes of this Agreement:

"Additional Services" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Department require the
approval of the Chief Procurement Officer in a written modification to this Agreement before Consultant is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

"Agreement" means this Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"Chief Procurement Officer" means the Chief Procurement Officer for the County of Cook and any representative duly authorized in writing to act on his behalf.

"Department" means the Cook County Using Department.

"Services" means, collectively, the services, duties and responsibilities described in Article 3 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"Subcontractor" means any person or entity with whom Consultant contracts to provide any part of the Services, including subcontractors and subconsultants of any tier, suppliers and materials providers, whether or not in privity with Consultant.

b) Interpretation

i) The term "include" (in all its forms) means "include, without limitation" unless the context clearly states otherwise.

ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.

iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to it, are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.

v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.

vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.
c) Incorporation of Exhibits

The following attached Exhibits are made a part of this Agreement:

- Exhibit 1: Scope of Services
- Exhibit 2: Schedule of Compensation
- Exhibit 3: Evidence of Insurance
- Exhibit 4: Board Authorization

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) Scope of Services

This description of Services is intended to be general in nature and is neither a complete description of Consultant's Services nor a limitation on the Services that Consultant is to provide under this Agreement. Consultant must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Consultant must provide include, but are not limited to, those described in Exhibit 1, Scope of Services and Time Limits for Performance, which is attached to this Agreement and incorporated by reference as if fully set forth here.

b) Deliverables

In carrying out its Services, Consultant must prepare or provide to the County various Deliverables. "Deliverables" include work product, such as written reviews, recommendations, reports and analyses, produced by Consultant for the County.

The County may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the County made this Agreement or for which the County intends to use the Deliverables. If the County determines that Consultant has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Consultant of its failure. If Consultant does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the County specifying the failure, then the County, by written notice, may treat the failure as a default of this Agreement under Article 9.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the County. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Consultant of its commitments under this Agreement.

c) Standard of Performance

Consultant must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a consultant performing services of a scope and
purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County and with respect to that information, Consultant agrees to be held to the standard of care of a fiduciary.

Consultant must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant must provide copies of any such licenses. Consultant remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Consultant or its Subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Department and delivered in a timely manner consistent with the requirements of this Agreement.

If Consultant fails to comply with the foregoing standards, Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the County does not relieve Consultant of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the County’s rights against Consultant either under this Agreement, at law or in equity.

d) Personnel

i) Adequate Staffing

Consultant must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. Consultant must include among its staff the Key Personnel and positions as identified below. The level of staffing may be revised from time to time by notice in writing from Consultant to the County and with written consent of the County, which consent the County will not withhold unreasonably. If the County fails to object to the revision within 14 days after receiving the notice, then the revision will be considered accepted by the County.

ii) Key Personnel

Consultant must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "Key Personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). The Department may at any time in writing notify Consultant that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Consultant must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in Exhibit 1, Scope of Services.
iii) Salaries and Wages

Consultant and Subcontractors must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Consultant underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The parties acknowledge that this Section 3.4(c) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) Minority and Women's Business Enterprises Commitment

In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director. Consultant's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Section 1 of the Economic Disclosure Statement, upon acceptance by the Compliance Director. Consultant must utilize minority and women's business enterprises at the greater of the amounts committed to by the Consultant for this Agreement in accordance with Section 1 of the Economic Disclosure Statement.

f) Insurance

Consultant must provide and maintain at Consultant's own expense, during the term of this Agreement and any time period following expiration if Consultant is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverages and requirements specified below, insuring all operations related to this Agreement.

i) Insurance To Be Provided

(1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than $500,000 each accident or illness.
(2) **Commercial General Liability** (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than $2,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability (with no limitation endorsement). Cook County is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

Subcontractors performing Services for Consultant must maintain limits of not less than $1,000,000 with the same terms in this Section 3.6(a)(ii).

(3) **Automobile Liability** (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Consultant must provide Automobile Liability Insurance with limits of not less than $1,000,000 per occurrence limit, for bodily injury and property damage. The County is to be named as an additional insured on a primary, non-contributory basis.

(4) **Professional Liability**

When any professional consultants perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than $2,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services on this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

Subcontractors performing Services for Consultant must maintain limits of not less than $1,000,000 with the same terms in this Section 3.6(a)(iv).

(5) **Valuable Papers**

When any designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

ii) **Additional Requirements**

(1) Consultant must furnish the County of Cook, Cook County, Office of the Chief Procurement Officer, 118 N, Clark St., Room 1018, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or
renewal date occurring during the term of this Agreement. Consultant must submit evidence of insurance on the County Insurance Certificate Form (copy attached as Exhibit 3) or equivalent prior to Agreement award. The receipt of any certificate does not constitute agreement by the County that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the County to obtain certificates or other insurance evidence from Consultant is not a waiver by the County of any requirements for Consultant to obtain and maintain the specified coverages. Consultant must advise all insurers of the provisions in this Agreement regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the County retains the right to terminate this Agreement or to suspend this Agreement until proper evidence of insurance is provided.

(1) The insurance must provide for 60 days prior written notice to be given to the County in the event coverage is substantially changed, canceled or non-renewed. All deductibles or self-insured retentions on referenced insurance coverages must be borne by Consultant. Consultant agrees that insurers waive their rights of subrogation against the County of Cook, its employees, elected officials, agents or representatives.

(2) The coverages and limits furnished by Consultant in no way limit Consultant’s liabilities and responsibilities specified within this Agreement or by law. Any insurance or self-insurance programs maintained by the County of Cook apply in excess of and do not contribute with insurance provided by Consultant under this Agreement.

(3) The required insurance is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

(4) Consultant must require all Subcontractors to provide the insurance required in this Agreement, or Consultant may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Consultant unless otherwise specified in this Agreement. If Consultant or Subcontractor desires additional coverages, the party desiring the additional coverages is responsible for its acquisition and cost.

(5) The County’s Risk Management Office maintains the right to modify, delete, alter or change these requirements. "Risk Management Office" means the Risk Management Office, which is under the direction of the Director of Risk Management and is charged with reviewing and analyzing insurance and related liability matters for the County.

**g) Indemnification**

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney’s fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents,
employees, contractors, subcontractors, licensees or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

h) Confidentiality and Ownership of Documents

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Contractor's performance hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County’s records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the “Documents”) shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Contractor to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Contractor’s own purposes or for those of any third party. During the performance of the Contract Contractor shall be responsible of any loss or damage to the Documents while they are in Contractor’s possession, and any such loss or damage shall be restored at the expense of the Contractor. The County and its designees shall be afforded full access to the Documents and the work at all times.

i) Patents, Copyrights and Licenses

If applicable, Contractor shall furnish the Chief Procurement Officer with all licenses required for the County to utilize any software, including firmware or middleware, provided by Contractor as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Contractor shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Contractor agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other property right.
In the event the use of any equipment, hardware or software or any part thereof is enjoined, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Contractor's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Contractor shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

j) Examination of Records and Audits

The Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such subcontractor involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision thereunder or under the Contract.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Contractor carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of $10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said
subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

k) **Subcontract Subcontracting or Assignment of Contract or Contract Funds**

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Contractor from its obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Contractor shall identify in writing to the Chief Procurement Officer the names of any and all subcontractors it intends to use in the performance of the Contract. The Chief Procurement Officer shall have the right to disapprove any subcontractor. Identification of subcontractors to the Chief Procurement Officer shall be in addition to any communications with County offices other than the Chief Procurement Officer. All subcontractors shall be subject to the terms of this Contract. Contractor shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Contractor must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Contractor has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the contractor’s regular payroll. “Lobbyist” means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than:1) a not-for-profit entity, on an unpaid basis, or (2), himself. “Lobbyist” also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Contractor is uncertain whether a disclosure is required under this Section, the Contractor must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All contractors and subcontractors of the Contractor shall be accountable to the Chief
Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board and its term shall begin on ______________ ("Effective Date") and continue until _______________ or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

i) Consultant must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Consultant acknowledges that TIME IS OF THE ESSENCE and that the failure of Consultant to comply with the time limits described in this Section 4.2 may result in economic or other losses to the County.

ii) Neither Consultant nor Consultant’s agents, employees or Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

c) Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to extend this Agreement for up to __ additional one-year periods under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Consultant. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

ARTICLE 5) COMPENSATION

a) Basis of Payment

The County will pay Consultant according to the Schedule of Compensation in the attached Exhibit 2 for the successful completion of services.

b) Method of Payment
All invoices submitted by the Contractor shall be in accordance with the cost provisions according to the Schedule of Compensation in the attached Exhibit 2. The invoices shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice, and shall be submitted together with a properly completed County Voucher form (29A). Invoices for new charges shall not include “past due” amounts, if any, which amounts must be set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

c) Funding

The source of funds for payments under this Agreement is identified in Exhibit 2, Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 2 without a written amendment in accordance with Section 10.c.

d) Non-Appropriation

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County will notify Consultant in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to Consultant. No payments will be made or due to Consultant and under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

e) Taxes

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-05.

f) Price Reduction

If at any time after the contract award, Contractor makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section 5.f., Price Reduction, a general price reduction shall include reductions in the effective
price charged by Contractor by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Contractor makes in the price of the Deliverables to its prospective customers generally.

g) Contractor Credits

To the extent the Contractor gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific using department. Contractor shall reflect any such credits on its invoices and in the amounts it invoices the County.

ARTICLE 6) DISPUTES

Any dispute arising under the Contract between the County and Contractor shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce her decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Chief Procurement Officer will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer. Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

ARTICLE 7) COMPLIANCE WITH ALL LAWS

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor.

The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.
ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

In connection with signing and carrying out this Agreement, Consultant:

i) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;

ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;

iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;

iv) warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and have not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County;

v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;

vi) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1; and

vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.1 and 9.3.

b) Ethics

i) In addition to the foregoing warranties and representations, Consultant warrants:
(1) no officer, agent or employee of the County is employed by Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.

(2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Consultant or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

c) Joint and Several Liability

If Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Consultant is the joint and several obligation or undertaking of each such individual or other legal entity.

d) Business Documents

At the request of the County, Consultant must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

e) Conflicts of Interest

i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

ii) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "Consulting Parties"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.

iii) Upon the request of the County, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant’s past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.
iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.11 of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.

vi) Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Consultant must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

f) Non-Liability of Public Officials

Consultant and any assignee or Subcontractor of Consultant must not charge any official, employee or agent of the County personally with any liability or expenses of defense or hold any official, employee or agent of the County personally liable to them under any term or provision of this Agreement or because of the County's execution, attempted execution or any breach of this Agreement.

ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET

a) Events of Default Defined

The following constitute events of default:

i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the County.
ii) Consultant's material failure to perform any of its obligations under this Agreement including the following:

   (a) Failure due to a reason or circumstances within Consultant's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;

   (b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;

   (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;

   (d) Discontinuance of the Services for reasons within Consultant's reasonable control; and

   (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.

iii) Any change in ownership or control of Consultant without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.

iv) Consultant's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Consultant acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.

(v) Failure to comply with Section 7a. in the performance of the Agreement.

(vi) Consultant’s repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

b) Remedies

The occurrence of any event of default permits the County, at the County’s sole option, to declare Consultant in default. The Chief Procurement Officer may in his sole discretion give Consultant an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Chief Procurement Officer. Whether to declare Consultant in default is within the sole discretion of the Chief Procurement Officer and
neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

The Chief Procurement Officer will give Consultant written notice of the default, either in the form of a cure notice ("Cure Notice"), or, if no opportunity to cure will be granted, a default notice ("Default Notice"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Consultant fails to effect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Consultant must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

i) The right to take over and complete the Services, or any part of them, at Consultant’s expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the County would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Consultant under this Section 9.2;

ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;

iii) The right of specific performance, an injunction or any other appropriate equitable remedy;

iv) The right to money damages;

v) The right to withhold all or any part of Consultant’s compensation under this Agreement;

vi) The right to consider Consultant non-responsible in future contracts to be awarded by the County.

If the Chief Procurement Officer considers it to be in the County’s best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits Consultant to continue to provide the Services despite one or more events of default, Consultant is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the County waive or relinquish any of its rights.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise
any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

c) **Early Termination**

In addition to termination under Sections 9.1 and 9.2 of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Consultant. The County will give notice to Consultant in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Consultant or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

After the notice is received, Consultant must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 5, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The County and Consultant must attempt to agree on the amount of compensation to be paid to Consultant, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Consultant is in full settlement for all Services satisfactorily performed under this Agreement.

Consultant must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the County arising from termination of subcontracts after the early termination. Consultant will not be entitled to make any early termination claims against the County resulting from any Subcontractor’s claims against Consultant or the County to the extent inconsistent with this provision.

If the County’s election to terminate this Agreement for default under Sections 9.1 and 9.2 is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.3.

d) **Suspension**

The County may at any time request that Consultant suspend its Services, or any part of them, by giving 15 days prior written notice to Consultant or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed.
Consultant must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Consultant when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Consultant as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Consultant by written notice may treat the suspension as an early termination of this Agreement under Section 9.3.

e) Right to Offset

i) In connection with performance under this Agreement:

The County may offset any excess costs incurred:

(i) if the County terminates this Agreement for default or any other reason resulting from Consultant’s performance or non-performance;

(ii) if the County exercises any of its remedies under Section 9.2 of this Agreement; or

(iii) if the County has any credits due or has made any overpayments under this Agreement.

The County may offset these excess costs by use of any payment due for Services completed before the County terminated this Agreement or before the County exercised any remedies. If the amount offset is insufficient to cover those excess costs, Consultant is liable for and must promptly remit to the County the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the County.

f) Delays

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

g) Prepaid Fees

In the event this Contract is terminated by either party, for cause or otherwise, and the County has
prepaid for any Deliverables, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) General

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not expressly addressed in this Agreement.

ii) No Collateral Agreements

Consultant acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Consultant to enter into this Agreement or has been relied upon by Consultant, including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the nature of the Services to be performed; (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement; (iv) the general conditions which may in any way affect this Agreement or its performance; (v) the compensation provisions of this Agreement; or (vi) any other matters, whether similar to or different from those referred to in (i) through (vi) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) No Omissions

Consultant acknowledges that Consultant was given an opportunity to review all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Consultant did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Consultant relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.
b) **Counterparts**

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

c) **Modifications and Amendments**

The parties may during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond $150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond $150,000, then Board approval will be required.

No County department or employee thereof has authority to make any modifications or amendments to this Contract. Any modifications or amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Consultant is hereby notified that, except for modifications and amendments which are made in accordance with this Section10.c., Modifications and Amendments, no County department or employee thereof has authority to make any modification or amendment to this Contract.

d) **Governing Law and Jurisdiction**

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County’s sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

e) **Severability**

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases
because it conflicts with any other provision or provisions of this Agreement or of any
collection, statute, ordinance, rule of law or public policy, or for any other reason, those
circumstances do not have the effect of rendering the provision in question invalid, illegal,
inoperative or unenforceable in any other case or circumstances, or of rendering any other
provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any
extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or
more phrases, sentences, clauses or sections in this Agreement does not affect the remaining
portions of this Agreement or any part of it.

f) Assigns

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the
parties and their respective legal representatives, successors and assigns.

g) Cooperation

Consultant must at all times cooperate fully with the County and act in the County's best
interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms,
Consultant must make every effort to assure an orderly transition to another provider of the
Services, if any, orderly demobilization of its own operations in connection with the Services,
uninterrupted provision of Services during any transition period and must otherwise comply with
the reasonable requests and requirements of the Department in connection with the termination
or expiration.

h) Waiver

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or
ordinance or that would result in or promote the violation of any federal, state or local law or
ordinance.

Whenever under this Agreement the County by a proper authority waives Consultant's
performance in any respect or waives a requirement or condition to either the County's or
Consultant's performance, the waiver so granted, whether express or implied, only applies to the
particular instance and is not a waiver forever or for subsequent instances of the performance,
requirement or condition. No such waiver is a modification of this Agreement regardless of the
number of times the County may have waived the performance, requirement or condition. Such
waivers must be provided to Consultant in writing.

i) Independent Contractor

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise
recognize a joint venture, partnership, corporation or other formal business association or
organization of any kind between Consultant and the County. The rights and the obligations of
the parties are only those expressly set forth in this Agreement. Consultant must perform under
this Agreement as an independent contractor and not as a representative, employee, agent, or partner of the County.

This Agreement is between the County and an independent contractor and, if Consultant is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Consultant performing the Services required under this Agreement.

ii) Consultant is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.

iii) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Consultant.

j) Governmental Joint Purchasing Agreement

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

ARTICLE 11) NOTICES

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

If to the County:

________________________
________________________
Chicago, Illinois 60602
Attention: Department Director

and

Cook County Chief Procurement Officer
118 North Clark Street, Room 1018
Chicago, Illinois 60602
(Include County Contract Number on all notices)
If to Consultant: __________________________ 
___________________________
___________________________
Attention: ______________________

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 11. Notices delivered by mail are considered received three days after mailing in accordance with this Article 11. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

**ARTICLE 12) AUTHORITY**

Execution of this Agreement by Consultant is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Consultant have been made with complete and full authority to commit Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.
EXHIBIT 1

Scope of Services
EXHIBIT 2

Schedule of Compensation
EXHIBIT 3

Evidence of Insurance
EXHIBIT 4

Board Authorization