

REQUEST FOR PROPOSALS
FOR
LEGAL ADVICE DESK SERVICES

Issued by the Office of the Chief Judge
Circuit Court of Cook County
On November 16, 2007

Proposals will be received at Circuit Court of Cook County, Office of the Chief Judge, 2604 Richard J. Daley Center, Chicago, Illinois 60602.
Attention: James R. Anderson, Executive Officer
Proposals are due before 5:00 P.M. CST on December 14, 2007.

ATTENTION: THIS IS A REQUEST FOR PROPOSALS WHICH MAY RESULT IN THE OPPORTUNITY TO NEGOTIATE A CONTRACT FOR THE CONSIDERATION OF THE COOK COUNTY BOARD OF COMMISSIONERS. THIS IS NOT A SOLICITATION FOR BIDS.

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PART I – INSTRUCTIONS TO PROPOSERS

1.1 Definitions

The following definitions shall apply to this RFP:

“Addendum” shall refer to a document issued by the Purchasing Agent which modifies this Request for Proposals or provides additional information to Proposers.

“Advice Desk” shall refer to the help desk for pro-se litigants on the sixth floor of the Richard J. Daley Center, Office of the Clerk of the Circuit Court, Civil Division, Room 602. The desk offers free legal services to litigants with cases in the Forcible Entry and Detainer Section, Municipal District One, Circuit Court of Cook County.

“Board” shall refer to the Board of Commissioners of Cook County, Illinois.

“Contract” shall mean the agreement, if any, which is approved by the Cook County Board of Commissioners between the County and a Contractor for some or all of the deliverables described in Attachment D, General Conditions, of this RFP.

“Contractor” shall mean the business entity with whom or with which the County enters into a Contract.

“County” shall mean the County of Cook, Illinois, a body politic and corporate.

“Court” shall mean the Circuit Court of Cook County, Illinois.

“Department” shall mean the Office of the Chief Judge, Circuit Court of Cook County.

“Executive Officer” shall refer to the individual representing the Using Department for all purposes related to this RFP and to whom all communications and Proposals must be directed. This individual is identified in Part 1.5 of this RFP.

“Proposal” shall mean the documents submitted by Proposers pursuant to this RFP which constitute a Proposer’s offer to contract with the County.

“Proposer” shall mean the business entity submitting a Proposal in response to this RFP.

“Purchasing Agent” shall mean the Purchasing Agent of the County of Cook.

“Registered Proposer” shall refer to a prospective Proposer who has submitted a completed Proposer Registration Form (Attachment C) to the County, which shall entitle such prospective Proposer to receive any Addenda issued by the County supplementing or modifying this RFP.

“Request for Proposals” or “RFP” shall refer to this solicitation of Proposals by the County which may lead to the negotiation and recommendation that the Board authorize a Contract with the successful Proposer.

“Services” shall mean those services, which will be the subject of a proposal.

“Successful Proposer” shall refer to the Proposer recommended for a Contract by the Court.

1.2 OVERVIEW OF THE RFP PROCESS

This Request for Proposals invites Proposals for the delivery of on-site legal advice, counseling, and referral services to pro se litigants in the Forcible Entry and Detainer Section, Municipal District One, Circuit Court of Cook County. Services also include, to a limited degree, direct representation of clients in court. The term of the services would be for a three-year period, beginning on or about March 1, 2008. The cost of services shall be proposed at a fixed price for each year, billed quarterly in arrears. Proposals submitted in response to this RFP will undergo an initial evaluation and, at the Court’s discretion, Proposers may be invited to discuss or explain their proposals, demonstrate their proposed solutions and/or negotiate the specific terms pursuant to which a Proposer would be willing to enter into a Contract.

At any time during the RFP process, the Court may narrow or modify the scope of the Services which are the subject of this RFP. The County may issue Addenda which describe such modifications and may, in its discretion, permit Proposers to submit supplemental or new proposals in response to these modified requirements. The Court and the County shall evaluate any such supplemental proposals. The Court may request that all of some Proposers submit a “best and final” offer prior to selecting one or more Proposers for the negotiation of a possible contract.

All prospective Proposers must submit a Proposer Registration Form in order to receive any Addenda which are issued prior to the date(s) upon which Proposals are due. Proposers failing to submit a Proposer Registration Form shall not be entitled to receive any Addenda and therefore risk elimination if their Proposals do not respond to the needs of the Court and the County.

These instructions to Proposers contain important information and should be reviewed carefully prior to submitting a Proposal. Proposals failing to adhere to the procedures set forth in these instructions shall be subject to disqualification. Submission of a Proposal constitutes an agreement to be bound by the provisions set forth in this RFP.

1.3 PROJECTED RFP TIME SCHEDULE

The following time table establishes the projected dates and times of certain critical events relative to this Request for Proposals, including submission of written inquiries to the Court, submission of Proposals and the consideration of Proposals by the Court. The County or the Court may revise or supplement this schedule by sending, faxing, or e-mailing an Addendum to each Registered Proposer. The County does not intend to extend the submission date for proposals.

- **November 16, 2007: RFP Available to Proposers.** This RFP will be posted on the County’s website on November 16, 2007. The RFP may also be picked up at the office of the Executive Officer, Office of the Chief Judge. RFPs may be picked up through November 27, 2007.

- **November 27, 2007: Proposer Registration.** Attachment C to this RFP is a Proposer Registration Form. Proposers must complete this form and mail, deliver or fax it to the Executive Officer on or before this date in order to be assured of receiving any Addenda issued by the Court relative to this RFP. The County may elect to extend this date, but shall not be required to do so.
- **December 4, 2007: Proposer Inquiry Deadline.** All inquiries regarding this RFP shall be submitted to the Executive Officer in writing by mail, e-mail (jrande@cookcountygov.com), delivery, or fax (312/603-4435) on or before this date. The County may elect to extend this date, or to consider written inquiries submitted after this date, but shall not be required to do so.
- **December 7, 2007: Response to Inquiries.** The Court will consolidate and respond to written Proposer inquiries through the issuance of an Addendum which shall be transmitted to each Registered Proposer.
- **December 11, 2007: Notification of RFP Revisions.** If it becomes necessary to revise or supplement any part of this RFP, including any extensions or additions to the dates set forth herein, an Addendum will be transmitted to all registered Proposers.
- **December 14, 2007: Due Date for Proposals.** Proposals must be delivered to the Executive Officer by 5:00 P.M., CST, on this date. The Court may elect to consider proposals which are received after this date, but shall be under no obligation to do so.
- **December 21, 2007: Evaluation of Proposals.** The Court will evaluate proposals and may invite one or more Proposers to make presentations and/or to negotiate contract terms for consideration of the Board.
- **December 28, 2007: Notifications.** The Court may notify Proposers which have been eliminated from consideration and shall notify all Proposers of its recommendation upon completion of its evaluation of Proposals.
- **January 7, 2008: Proposer Signed Contract Offer Date.** The recommended Proposer must submit a signed contract containing terms satisfactory to the Court for presentation to any consideration by the Board, which will determine whether to authorize a Contract, in its sole discretion. This authorization shall be contingent upon the finalization of Contract documents to the complete satisfaction of the County and to the Board's authorization of Contract execution, in its sole discretion.
- **February 15, 2008: Board's Consideration of Contract Execution.** Following finalization of Contract documents to the complete satisfaction of the County and the Court, the Board shall be requested to authorize execution of the Contract, which shall be within the Board's sole discretion.

1.4 PROPOSER CONFERENCES AND SITE TOURS

No Proposer conferences or site tours will be held for the purpose of receiving information about the Court's operations and /or for the purpose of viewing the conditions under which a Contract may be performed. Proposers may, on their own, visit the existing Advice Desk, located on the Sixth Floor of the Richard J. Daley Center, for that purpose.

1.5 RFP COORDINATOR

The sole point of contact for all communications concerning this RFP, including written inquiries and the submission of Proposals, shall be the Executive Officer of the Court, as follows:

James R. Anderson
Executive Officer
Office of the Chief Judge
Circuit Court of Cook County
2604 Richard J. Daley Center
Chicago, IL 60602
Fax: 312/603/4435
E-mail: jrande@cookcountygov.com

1.6 RESTRICTIONS ON CONTACT WITH COUNTY/INQUIRIES

Except for the manner provided in this RFP or pursuant to any pre-existing official County obligations, all communications with the County with respect to the subject Contract shall be submitted in writing to the Executive Officer, Office of the Chief Judge, or in the case of complaints regarding the RFP process, directly to the Purchasing Agent. This restriction shall commence upon the issuance of this RFP and continue through the date the Court publicly announces the Proposer it will recommend to the Board. Failure to comply with this provision may result in Proposer disqualification.

1.7 SUBCONTRACTORS

Proposers must identify proposed subcontractors in their Proposals. Subcontractors must be qualified to provide the specific services that are identified by a Proposer to provide under the Contract. The County reserves the right to disapprove a proposed Subcontractor and to require the Proposer to identify replacement Subcontractors.

1.8 CONTENTS AND ORGANIZATION OF PROPOSALS

Proposals shall be submitted on standard 8 ½" x 11" letter-size paper, in legible type, with material printed on one side only and on diskette in Microsoft Word. Proposer shall not make claims or statements to which they are not prepared to commit contractually. The information contained in the Proposal shall be organized as follows:

Section 1: Transmittal Letter. Proposer shall include a letter of transmittal signed by an individual who is authorized to bind the Proposer contractually. The transmittal letter shall include the name, title, address, telephone number, fax number, and e-mail address of one or more individuals who can respond to requests for additional information.

Section 2: Proposer's Qualifications and Experience. Proposer shall complete the Proposer Questionnaire included with this RFP as Attachment B and shall supply any information or documentation required by the Proposer Questionnaire.

Proposal Part 3: Proposed Services. Proposer shall provide a detailed description of its proposed plan for providing the services which will meet the Court's needs and the County's contractual requirements as set forth in Part II of this RFP. The Proposer shall also describe in detail its proposed pricing, which shall be summarized on the Fixed Cost Proposal Form included with this RFP as Attachment E.

Proposal Part 4: Subcontractor Identification. Proposer shall identify the Subcontractor(s) it intends to use to provide specific services described in Section 1.7. Proposer shall identify the Subcontractor's qualifications to provide the proposed subcontracted services and the extent of services the Subcontractor may provide.

Proposal Part 5: Requested Exceptions to General Conditions. The County's legal terms and General Conditions are included with this RFP as Attachment D. The County reserves the right to negotiate additional legal terms as it deems appropriate. Proposer shall review these General Conditions and shall submit, with specificity, any requested modifications to these terms with the Proposal. Submission by Proposer of Proposer's standard contract terms or other forms will not be considered requested modifications and will be disregarded by the County for purposes of any subsequent contract negotiations between the parties. The County shall not be deemed to have accepted any requested modifications by electing to engage a Proposer in negotiations of a possible Contract.

Proposal Part 6: Cost Proposal. Proposer shall complete the Fixed Cost Proposal Page included in this RFP as Attachment E.

1.9 SUBMISSION OF PROPOSALS

All Proposals shall be labeled "Legal Advice Desk Proposal" and shall be delivered to the Office of the Chief Judge, Executive Officer at the address set forth in Section 1.5 of this RFP no later than 5:00 p.m. Central Daylight Time, on December 14, 2007. Three hard copies of the Proposal and one electronic copy in Microsoft Word shall be submitted via E-Mail to the Executive Officer, as an attachment.

1.10 OWNERSHIP OF PROPOSALS

All material submitted by Proposers shall become the sole property of the County. The Court shall be under no obligation to return any proposals or materials submitted by Proposers in response to this RFP and reserves the right to use any or all of Proposer's ideas as set forth in its proposal, regardless of whether the Proposer is selected for negotiation of a possible contract. In the event a proposal includes specific information which Proposer deems proprietary or confidential, Proposer shall clearly identify it as such, in which case the Court shall use all reasonable efforts to maintain the confidentiality of such information. This notwithstanding, all Proposers agree, in submitting a Proposal, that the County may use any information or ideas set forth in determining the services to be contracted, regardless of the Proposer selected for a recommended Contract.

1.11 COST OF PROPOSER RESPONSE

The County shall not bear any of the costs or expenses incurred by Proposers in responding to this RFP. The Proposer shall be responsible for such costs.

1.12 CANCELLATION OF RFP; REQUESTS FOR UPDATED OR NEW PROPOSALS

At any time during the RFP process, the County may cancel the RFP and may, but shall not be required to, reissue the RFP at a later date. Further, at any time during the RFP process, the County may also issue an Addendum modifying the RFP and may request supplemental information or updated or new proposals. Any such Addendum shall specify the date by which the requested documents shall be submitted and any changes in the projected timelines set forth in this RFP which may result from the issuance of the Addendum.

1.13 ELIMINATION OF PROPOSALS

During the evaluation of proposals, the County may determine that one or more proposals will not result in a Contract which best meets the County's requirements. The County shall be under no obligation to solicit additional information or pricing from Proposers before eliminating their proposals. When the proposal review committee has conclusively determined that a proposal will no longer be considered, it shall attempt to notify the affected Proposer(s) in a reasonably prompt fashion.

1.14 PROPOSER PRESENTATIONS AND DEMONSTRATIONS

The Court may, in its discretion, request additional information or presentations from any or all Proposers.

1.15 PROPOSER NEGOTIATIONS

The Court may select one or more Proposers for negotiation of a possible contract and may solicit "best and final offers" from some or all Proposers prior to or during this negotiation process.

1.16 EVALUATION OF PROPOSALS

The evaluation of proposals is intended to enable the County to identify and develop a possible Contract which represents the best complete value for the County, balancing the cost of a proposal with the benefits to be gained by the qualifications of the Proposer, by the services proposed to be provided, by the terms under which a Proposer is willing to provide these services, and by the cost savings or efficiencies which may be realized. The Court shall document its rationale in reaching a particular recommendation, but shall have complete discretion in considering and evaluating proposals.

The submission of a proposal does not require or obligate the County to pursue a Contract with any Proposer. The Court may identify as few or as many Proposers as it deems appropriate for purposes of any negotiations resulting from this RFP.

1.17 NOTIFICATION OF RECOMMENDED CONTRACTOR

When the Court has completed its evaluation and is ready to recommend a Proposer to the Board, it shall issue a letter to the remaining Proposers notifying them of its recommendation.

1.18 CONFIDENTIALITY

All material submitted in response to this RFP shall be confidential until the County has executed a Contract with the successful Proposer or has terminated the RFP and determined that it will not reissue the RFP in the near future. Following such actions, the contents of proposals submitted in response to this RFP may be subject to the provisions of the Illinois Freedom of Information Act. If a Proposer wishes to preserve the confidentiality of specific information set forth in the Proposal, it must request that the information be withheld by identifying such information as confidential in its proposal. The County shall have the right to determine whether it shall withhold the information upon receipt of a FOIA request and, if it does so pursuant to a Proposer request, the Proposer requesting confidential treatment of the information shall bear the costs of asserting that there is a proper exemption justifying the withholding of such information in any court proceeding which may result.

PART II COUNTY/COURT REQUIREMENTS: SPECIAL CONDITIONS

The Contractor shall have demonstrated expertise with the legal and functional aspects of the matters contained in this Part II, Special Conditions. The minimum anticipated needs of the Court and responsibilities of the Contractor are set forth in this Part II. Proposers should describe how their services will satisfy these needs and fulfill these requirements. If a Proposer wishes to propose services which do not satisfy the provision of this Part II, it should submit a written inquiry as provided in Part 1.3, requesting that the County modify the scope of this RFP or agree to entertain alternative solutions.

2.1 CIRCUIT COURT OF COOK COUNTY, BACKGROUND INFORMATION

The State of Illinois is divided into 22 judicial circuits. Each circuit is a unified court system in which all trial courts are consolidated under a chief judge. The chief judge has centralized administrative authority to coordinate and supervise the functions of the Court.

The Circuit Court of Cook County is not only the largest of the 22 circuits in Illinois, it is also one of the largest unified court systems in the world. It was created by a 1964 amendment to the Illinois Constitution which reorganized the courts of our state. The amendment effectively merged the often confusing and overlapping jurisdictions of Cook County's 161 courts into one uniform and cohesive court of general jurisdiction.

Today, Chief Judge Timothy C. Evans and more than 400 judges serve the 5.1 million residents of Cook County within the City of Chicago and its 126 surrounding suburbs.

More than 1.8 million cases are filed every year. To accommodate its vast caseload, the Court is organized into three functional departments: County, Municipal, and Juvenile Justice and Child Protection.

The Court's thirteen non-judicial offices under the supervision of the Office of the Chief Judge provide a number of important court-related services.

The Adult Probation Department supervises adults sentenced to probation who have been convicted of felonies, including drug-related offenses, domestic battery, criminal sexual assault, retail theft and criminal damage to property, as well as some misdemeanor offenses. The department also administers pretrial services which provide supervision of accused persons released on bond and awaiting trial, as well as victim assistance, intensive probation supervision, home confinement, sex offender supervision and in the future, electronic monitoring.

The Expedited Child Support Center administers the Expedited Hearing Process to ensure all children receive prompt and regular child support payments. Specially trained hearing officers make recommendations to judges on establishing, enforcing or modifying child support orders and also make recommendations on parentage and medical support orders.

Forensic Clinical Services provides comprehensive and diagnostic clinical services to the Court and related agencies under the Court's jurisdiction. The agency employs psychiatric, psychological, and social service methods in the delivery of clinical services and submits clinical opinions and recommendations to the Court. Forensic Clinical Services also provides expert witness testimony where mandated.

The Court provides persons having limited English proficiency or speech or hearing impairments with court interpreters to help facilitate court proceedings. Interpreters help ensure that all persons enjoy equal access to justice and that court proceedings function efficiently and effectively.

The Office of Jury Administration is responsible for providing the pool of qualified jurors for the Court. It accomplishes this goal by mailing out jury summonses to prospective jurors. To address service problems based on hardship, the Court makes every effort to honor requests to be rescheduled to another date or to be transferred to another courthouse. Additionally, the Court gives prospective jurors age 70 or older the option of not participating in jury service under the Court's Opt-Out Program.

The Juvenile Court Clinic is responsible for providing a variety of services to judges and court personnel regarding clinical information in juvenile court proceedings. These services include consultation regarding requests for clinical information, forensic clinical assessments in response to court ordered requests, information regarding community based mental health resources, and education programs on issues relating to mental health information and court proceedings. Juvenile Court Clinic staff comprise lawyers and mental health professionals who use a multi-disciplinary approach to provide high quality mental health assessments that are relevant, timely, culturally sensitive, and in a form that bridges the legal and mental health fields. The information contained in the assessment is used by judges, lawyers, and probation officers to help them make informed decisions that promote better outcomes for minors and their families.

The Juvenile Probation and Court Services Department provides a myriad of supervision and intervention programs for minors under the age of 17 who have been found delinquent by the court. In each case where a child is found delinquent, the court carefully considers how it can best meet the needs of the child and at the same time ensure the protection of the public. The primary objectives of the Juvenile Probation and Court Services Department are threefold: (1) to respond with a plan of action that builds the competence of the minor; (2) to redirect negative behavior while promoting accountability; and (3) to restore the victim and the community.

The Mandatory Arbitration program is an alternative dispute resolution process for civil suits seeking money damages of \$30,000 or less. The process is less formal and less time consuming than a jury trial and is conducted by a three-member panel of arbitrators.

A part of the Domestic Relations Division, the Marriage and Family Counseling Service mediates custody and visitation disputes. The counseling service operates under court order and offers emergency intervention and referral services when necessary. Through its Family in Focus program, the service assists with court facilitation of custody disputes and provides supervised visitation for parents who meet the program's qualifications.

The Parenting Education Program known as Focus on Children provides half-day parenting education class sessions. The class addresses parenting in divorce situations, post-decree situations and never-been-married situations where the parents do not live together. The class is initiated by court order.

The Office of the Public Guardian represents minors in juvenile court cases involving abuse, dependency and neglect, as well as in contested child custody cases heard in the Domestic Relations Division. The Office of the Public Guardian also acts as guardian of disabled adult wards of the court.

The Office of Official Court Reporters employs court reporters licensed by the State of Illinois. An official court reporter uses a stenographic machine to record every word spoken in a court proceeding.

The Social Service Department provides casework services to primarily misdemeanor offenders. Some misdemeanor offenses include theft, indecent exposure, unlawful use of a weapon, assault and battery. The department develops and implements an individualized supervision plan for each offender and monitors the offender while he or she remains under the court's supervision.

The Office of the Chief Judge is the principle administrative office serving the Court, providing staff and program support necessary to operate the courts. In addition to overseeing and coordinating services for a number of non-judicial offices, the office provides direct and indirect services to the Court, including court clerks and clerical support, judicial training, legal research, court interpreter services, children's advocacy rooms, *advice/help desk services*, human resources, purchasing, and management information services.

2.2 CURRENT ADVICE DESK SERVICES

The Court has operated the Advice Desk on the sixth floor of the Richard J. Daley Center since 1987, through contracted services provided by a Chicago-area law school. The desk serves the needs of the community by offering accessible free legal services to approximately 4,000 indigent and working-poor civil litigants each year. The desk often serves as their sole means of obtaining legal advice. The majority of people assisted by the desk live in households with children and are African-American and female. Approximately 18 percent are disabled. While some Advice Desk cases involve contract or tort matters, most are cases of tenants facing eviction in Landlord/Tenant Court. In such cases the Advice Desk is the tenant's only hope of either avoiding or delaying eviction. Another important function of the Advice Desk is to assist the Court in promoting the more efficient administration of justice by advising and in some cases representing defendants in court who have difficulty navigating the court system.

The nature of the work provided by the desk includes interviewing litigants; counseling them about their legal options; negotiating with opposing counsel on their behalf; assisting them in the drafting of written motions and pleadings; and helping prepare them for self-representation in court. In addition, the Advice Desk provides full representation through motion practice, discovery, and trial, if necessary, to approximately 100 clients each year. Candidates for direct representation are referred to the desk by judges and their clerks. Either the Advice Desk supervising attorney is called to one of the five Landlord/Tenant Courts to assist clients or clients are referred to the desk by the Court. In certain cases, defendants who come directly to the Advice Desk who are unable to represent themselves because of mental or physical disabilities or age are represented in court by the supervising attorney of the Advice Desk. Mentally or physically disabled persons and seniors make up the vast majority of the court referrals. These representation services have traditionally been known by the Court as the "Tenant Prejudgement Project."

The Tenant Prejudgment Project provides prejudgment advice and representation to a selected number of tenants in forcible cases. The Tenant Prejudgment Project resulted from the concerns documented in a report published in 1996 by the Lawyers' Committee for Better Housing, Inc., *Time to Move: The Denial of Tenants' Rights in Chicago Eviction Court*. The report dramatically illustrated the problems associated with the glaring lack of legal representation for tenants facing eviction. Thousands of Chicago area tenants face displacement proceedings in court each year. The large majority of tenants attempting to retain possession of their homes appear before the Court *pro se*. Most are poor, working minorities, often single mothers and their children, who can afford to pay little rent. The prospect of becoming homeless is very real for many of the tenants and their families. Eviction is cited as the second leading cause of homelessness by persons in Chicago's shelters. The report also documented practices and results in the Landlord-Tenant Court. Most landlords have an attorney appear before the Court on their behalf. If the defendant does not have an attorney, whether or not a landlord has an attorney seems to make little difference to the outcome of his or her case. While 95 percent of landlords with attorneys are awarded possession of the home, an almost equally high 93 percent of *pro se* landlords obtain possession. Tenants with legal representation are six times more likely to prevail against landlords than *pro se* tenants. Thus, pre-judgment legal advice and representation are essential to tenants and are an important aspect of desk services.

The Tenant Prejudgment Project has two components. The first involves the provision of legal counseling and advice to *pro se* tenants during the "prejudgment" period - meaning before the tenant's case is ruled on by the judge. Advice Desk staff interview clients, assess the merits of the case, explain the relevant landlord-tenant law to the client, advise clients on strategies and theories for presenting meritorious defenses prior to trial, and refer meritorious cases for representation to legal services organizations. Frequently, Advice Desk staff negotiate with the plaintiff's attorney (or the plaintiff if *pro se*), work out agreed-upon orders, and appear before the judge for the entry of these orders. The second component of the Tenant Prejudgment Project involves Advice Desk attorneys engaging in full representation of clients. While many clients are referred to outside legal services, the Advice Desk accepts cases for direct representation which have a combination of merit and compelling circumstances (for example, the client is disabled or elderly, or the client's case is unlikely to fit within the case-selection criteria for representation by other legal service organizations). For these clients, Advice Desk lawyers file an appearance and provide comprehensive representation, including filing, any necessary pleadings and counterclaims, conducting discovery, out-of-court negotiation with opposing counsel, and in court representation at trial.

Since the Advice Desk has limited resources to provide full representation to most of its tenant clients, it refers most cases to outside legal service providers. Since only a limited number of lawyers are available for such referrals, the desk refers the most complicated meritorious cases, i.e., those in which *pro se* defendants probably can not adequately represent themselves even with *pro se* advice from the Advice Desk. It does not refer the types of meritorious cases where *pro se* tenants with proper pre-judgment advice and counseling services from the Advice Desk can properly represent themselves in court and achieve favorable outcomes. These include cases where the defendants have technical defenses such as challenging the form of a five-day notice.

It is also important to recognize that many court visitors visit the desk for general directions or instructions concerning a wide variety of court matters unrelated to landlord-tenant issues. As representatives of the Court, Advice Desk staff are expected to assist such visitors in every way possible.

2.3 REQUIREMENTS AND SPECIAL CONDITIONS

The Court and the County are requesting Proposals from qualified firms or organizations to independently operate the Advice Desk, for the purpose of providing full-time, on-site legal advice, counseling, referral services, and direct representation for pro se litigants in the Forcible Entry and Detainer Section, Municipal District One, Circuit Court of Cook County. The Advice Desk is located in the Offices of the Clerk of the Circuit Court, Civil Division, Room 602.

The Contractor may be a private legal firm or legal service organization, in the form of a corporation or partnership, or a not-for-profit organization, including an accredited law school, of sufficient resources and capacity to provide high-quality, uninterrupted services. The Contractor shall not be a sole practitioner, unless formally partnered with others with sufficient resources to operate the desk without an interruption in service.

A three-year contract is anticipated for the period beginning on or about March 1, 2008, with the possibility of renewal for subsequent years, subject to a periodic review of performance, the satisfactory negotiation of terms (including a price acceptable to both the County and the selected firms), the concurrence of the Board and the annual availability of funds for appropriation.

The Court desires the Contractor to operate the Advice Desk, for the purpose of providing full-time, on-site legal advice, counseling, referral and representation services to pro se litigants in the Forcible Entry and Detainer Section, Municipal District One, Circuit Court of Cook County. Finally, the Advice Desk often serves as the focal point for visitors who have a wide variety of questions about the court, the legal system, and the Richard J. Daley Center. As representatives of the Court, Advice Desk staff are expected to be knowledgeable concerning court proceedings, nuances of legal practice in the Circuit Court of Cook County, and building layouts.

The Contractor shall operate the Advice Desk, from 8:30 A.M. to 4:30 P.M., Monday through Friday, year round, with the exception of court holidays, when the courthouse is closed.

The Advice Desk shall be staffed, at all times, by at least three persons, including: (1) a full-time supervising attorney; (2) a full-time attorney; and (3) a desk assistant, either a licensed attorney, an unlicensed law school graduate, a law student, or a paralegal. Persons occupying these positions may differ day-to-day, as long as the change in staffing does not disrupt Advice Desk operations or diminish the quality of services. Additionally, the Proposer must have sufficient legal resources to represent at least 100 clients in court for each program year.

The full-time supervising attorney must be licensed to practice law before all courts in the State of Illinois. The attorney must be registered and in good standing with the Illinois Registration and Disciplinary Commission of the Supreme Court of Illinois. The supervising attorney must have a minimum of five years in the general practice of law, including the trial of cases in court. Further, the supervising attorney must have a minimum of five years experience in cases involving landlord/tenant, foreclosures, evictions, and other matters routinely heard in the Forcible Entry and Detainer Section of the Circuit Court of Cook County, Municipal District One.

The full-time attorney must also be licensed to practice law before all courts in the State of Illinois. The attorney must be registered and in good standing with the Illinois Registration and Disciplinary Commission of the Supreme Court of Illinois. The attorney must have a minimum of two years in the general practice of law, including the trial of cases in court.

The Advice Desk occupies approximately 375 square feet of dedicated but open space in Room 602. The space is not enclosed by walls or cubicles and does not have dedicated washroom facilities. The Proposer will contribute personnel, supplies, computer equipment, and other resources to operate the Advice Desk and necessary to compile statistical information for periodic reporting to the court. The current contractor's existing information system configuration includes six computers and one printer. Information reports, required quarterly, shall include the number and demographics of clients assisted, the nature of the assistance provided, and details of direct representation services.

The Court will supply, at no cost to the Proposer, space and building utilities for operation of the Advice Desk, signage, and furniture for both staff and visitors, including six desks, 27 chairs, and one filing cabinet, telephone service, and internet connectivity. The Court will also supply a Canon, high-volume copier, including toners, staples, and paper supplies, at no cost to the vendor. The Proposer should consider in its cost proposal all costs for staffing, computers and computer software, printers, any contractual services, such as equipment maintenance, office supplies, training, travel, and business incidentals. The Cost Proposal should be all inclusive: no additional billings will be accepted for additional operating expenses, unless by agreement.

PART III : LEGAL REQUIREMENTS: GENERAL CONDITIONS

ATTACHMENT A:
COOK COUNTY CERTIFICATIONS AND EXECUTION FORMS

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ECONOMIC DISCLOSURE STATEMENT

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MBE/WBE UTILIZATION PLAN

(SECTION 1)

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in of the General Conditions or have a complete application for MBE/WBE certification on file with the Office of Contract Compliance.

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

- ___ Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification.)
- ___ Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letters of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit - available from the Office of Contract Compliance.)
- ___ Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the work of the Contract. (If so, complete Sections II and III).

II. Direct Participation of MBE/WBE Firms

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

1. Name of MBE/WBE: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation \$ _____
Percent Amount of Participation: _____ %
*Letter of Intent attached? Yes _____ No _____
2. Name of MBE/WBE: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation \$ _____
Percent Amount of Participation: _____ %
*Letter of Intent attached? Yes _____ No _____

Attach additional sheets as needed.

***All Letters of Intent and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Compliance Administrator within three (3) business days after bid opening or proposal due date.**

III. Indirect Participation of MBE/WBE Firms

Note: This section need not be completed if the MBE/WBE goals have been met through the direct participation. If the MBE/WBE goals have not been met through direct participation, bidder/proposer shall demonstrate that the proposed MBE/WBE direct participation represents the maximum achievable under the circumstances. Only after such a demonstration will indirect participation be considered.

MBE/WBEs that will act as subcontractors/suppliers/consultants proposed to perform work or supply goods or services where such performance does not directly relate to the performance of this contract:

1. Name of MBE/WBE: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount of indirect Participation \$ _____
Percent Amount of indirect Participation: _____ %
*Letter of Intent attached? Yes _____ No _____
2. Name of MBE/WBE: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount of indirect Participation \$ _____
Percent Amount of indirect Participation: _____ %
*Letter of Intent attached? Yes _____ No _____

Attach additional sheets as needed.

***All Letters of Intent and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Compliance Administrator within three (3) business days after bid opening or proposal due date.**

COOK COUNTY LETTER OF INTENT
(SECTION 2)

(FROM MBE/WBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT)

Contract Title & Number: _____/_____

From: _____

(Name of MBE/WBE Company)

To: _____ and the County of Cook

(Name of Prime Bidder's Company)

The undersigned is prepared to provide the following described service(s) and/ or supply the following described goods in connection with the above named contract:

Each service performed and/or item supplied will be detailed under Description of Service/Supply with all services/items totaled under Fee/Cost to equal the full dollar amount of the Letter of Intent. ***All services performed and/or supplies provided must be either directly or indirectly related to this specific Cook County contract and must not include any services or supplies relating to any other governmental entity's contracts.***

<u>Description of Service/Supply</u>	<u>Fee/Cost</u>
_____	\$ _____ %
_____	\$ _____ %
_____	\$ _____ %
_____	\$ _____ %
_____	\$ _____ %
Total:	\$ _____ %

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding subcontract agreement conditioned upon the Prime Bidder's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply and Fee/Cost were completed.

Upon Penalty of perjury, I _____ (print name)

the _____ (title) and duly authorized representative of

_____ (Name of MBE/WBE Company) affirm that all of the

foregoing information is true and correct and that the services and/or supplies

indicated above will be performed/supplied for the above indicated dollar amount

of \$_____ which represents the above indicated percentage of ____ %

of this contract bid amount of \$_____.

(Signature of affiant)

_____/_____/_____
(Date)

Subscribed and sworn to before me this ____ day of _____, 200__.

(Notary's Signature)

(Notary Seal)

COOK COUNTY LETTER OF INTENT

Upon Penalty of perjury, I _____ (print name)

the _____ (title) and duly authorized representative of

_____ (Name of Prime Bidder's Company) affirm that all of

the foregoing information is true and correct and the products/services indicated above will be purchased and paid for in the above indicated dollar amount of

\$_____ which represents the above indicated percentage of ____ % of

this contract bid amount of \$_____.

(Signature of affiant)

_____/_____/_____
(Date)

Subscribed and sworn to before me this ____ day of _____, 200__.

(Notary's Signature)

(Notary Seal)

**PETITION FOR REDUCTION/WAIVER
OF MBE/WBE PARTICIPATION GOALS
(SECTION 3)**

BIDDER HEREBY REQUESTS:

_____ **REDUCTION** (partial waiver) of MBE/WBE participation goals.
(Complete Sections A, B, C & D)

_____ **WAIVER** of MBE/WBE participation goals.
(Complete Sections B, C & D)

A. REDUCTION (PARTIAL WAIVER) REQUEST

Bidder requests a reduction of MBE/WBE participation goals in the amounts as follows:

_____ % MBE participation
_____ % WBE participation

B. REASON FOR REDUCTION/WAIVER REQUEST

Bidder shall mark each item applicable to its reason for a reduction/waiver request. In addition, Bidder shall attach supporting documentation supporting its reason(s) for a reduction/waiver request. If such supporting documentation cannot be submitted with the bid/proposal, such documentation shall be submitted directly to the Office of Contract Compliance no later than three days from the date of bid opening or proposal submission date.

- _____ (1) sufficient qualified MBEs and WBEs capable of providing the goods or services required by the contract are unavailable despite the good faith efforts of the contractor;
- _____ (2) the specifications and the reasonable and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract into sufficiently small tasks or quantities to enable the contractor to utilize MBEs and WBEs in accordance with the applicable goals;
- _____ (3) the price(s) quoted by any potential MBE or WBE source of goods or services is above competitive levels to an extent unwarranted by any increased cost of doing business attributable to the present effects of disadvantage or discrimination and would make acceptance of such MBE or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE or WBE bid;
- _____ (4) there are other relevant factors making it impossible or economically infeasible to utilize MBE or WBE firms in the performance of this Contract.

C. GOOD FAITH EFFORTS

Bidder shall mark each appropriate item which describes its good faith efforts in complying with MBE/WBE participation goals. In addition, Bidder shall attach supporting documentation evidencing all steps contractor took in exercising its good faith efforts with respect to each item marked. If such supporting documentation cannot be submitted with the bid/proposal, such documentation shall be submitted directly to the Office of Contract Compliance no later than three days from the date of bid opening or proposal submission date.

- _____(1) Reviewed directories of available MBEs and WBEs maintained by the County and other state and local governments and agencies prior to the bid opening to identify qualified MBEs and WBEs for solicitation for bids;
- _____(2) Used the services and assistance of the Contract Compliance Office staff and other established MBE/WBE Assist Agencies. (A list of such established MBE/WBE Assist Agencies is available from the Office of Contract Compliance.)
- _____(3) Made timely written solicitations of available MBEs and WBEs identified on the County's directories as providing relevant services for bids for subcontracts or the supply of goods and services; and provided MBEs and WBEs with a convenient and timely opportunity to review and obtain relevant plans, specifications or terms and conditions of the contract to enable such MBEs and WBEs to prepare an informed response to a contractor solicitation;
- _____(4) Followed up initial solicitation of MBEs and WBEs by contacting them to determine if the enterprises are interested in making bids;
- _____(5) Advertised in one or more daily newspapers and/or trade publications, for bids by MBEs and WBEs for subcontracts or the supply of goods and services on the contract;
- _____(6) Engaged MBEs and WBEs for the purchase of goods and services not specifically related to the performance of this contract.
- _____(7) Attempted to establish joint ventures with MBEs and WBEs;

D. OTHER RELEVANT INFORMATION

Bidder may attach any other appropriate documentation or information relative to its good faith efforts in complying with MBE/WBE participation goals.

CONTRACTOR CERTIFICATIONS
(SECTION 4)

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND COOK COUNTY ORDINANCES. CONTRACTOR IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO EXECUTION OF THIS CONTRACT. EXECUTION OF THE CONTRACT SHALL CONSTITUTE EXECUTION OF THESE CERTIFICATIONS AND SHALL ALSO CONSTITUTE A WARRANTY BY CONTRACTOR THAT ALL THE STATEMENTS SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE AND CORRECT STATEMENTS. CONTRACTOR IS HEREBY NOTIFIED THAT FAILURE TO EXECUTE THESE CERTIFICATIONS SHALL RESULT IN DISQUALIFICATION FROM ELIGIBILITY FOR THE AWARD OF THIS CONTRACT. CONTRACTOR IS FURTHER NOTIFIED THAT IN THE EVENT THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THE CONTRACT SHALL BE SUBJECT TO TERMINATION.

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,

- (a) 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.
- (b) Has been convicted by federal, state or local government of an act committed, 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.
- (c) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government.
- (d) Has been convicted of an act committed, by federal, state or local government 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.
- (e) Has been convicted of price-fixing or attempting to fix prices under the laws of federal, state or local government.
- (f) Has been convicted of defrauding or attempting to defraud any unit of state, federal or local government or school district within the State of Illinois,
- (g) Has made an admission of guilt of such conduct as set forth in subsections (a) through (f) 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,
- (h) Is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- (i) Has, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- (j) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses.
- (k) Has, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default;
- (l) Has, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the County or by the federal government, any state, or any other unit of local government.

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

THE UNDERSIGNED HEREBY CERTIFIES THAT:

(1) the entity on whose behalf this certification is submitted has not been convicted, or entered a plea of nolo contendere, or made an admission of guilt to any act described in Chapter 10, Section 10-7.1. (a) through (h) of the Ordinances and Resolutions of the County of Cook;

(2) the owner, partner or shareholder who controls, directly or indirectly, twenty percent (20%) or more of the business entity has not been convicted or entered a plea of nolo contendere or made an admission of guilt to any act described in Chapter 10, Section 10-7.1. (a) through (h);

(3) it does not employ as an officer, any individual who was an officer of another business entity at the time the latter business entity committed a disqualifying act described in Chapter 10, Section 10-7.1. (a) through (h);

(4) it does not have an owner who controls, directly or indirectly, twenty percent (20%) or more of the business who was an owner who, directly or indirectly, controlled twenty percent (20%) or more of a business entity at the time the latter committed a disqualifying act described in Chapter 10, Section 10-7.1. (a) through (h).

B. BID-RIGGING OR BID ROTATING.

In accordance with Public Act 85-1295 (as amended by Public Act 86-150) Section 33E-11 (Illinois Compiled Statutes, 720ILCS 5/33 E-11).

- B.1** Neither the Contracting Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

B.2 BUSINESS RELATIONSHIPS WITH COOK COUNTY ELECTED OFFICIALS

Has the Contracting Party had a "business relationship" with any County elected official in the 12 months before the date these Execution Forms were signed?

☐ Yes ☐ No

If yes, please identify below the name(s) of such County elected officials and describe such relationship(s):

Name: _____ Relationship: _____

Name: _____ Relationship: _____

Name: _____ Relationship: _____

THE UNDERSIGNED HEREBY CERTIFIES THAT: it is not 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

In accordance with Public Act 86-1459 (Illinois Compiled Statutes, 30 ILCS 580/2-11).

THE UNDERSIGNED HEREBY CERTIFIES THAT: it will provide a drug free workplace as per the requirements of Public Act 86-1459.

D. COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1.

Cook County Ordinance Chapter 10, Section 10-6.1 provides that no person or business entity shall be awarded a contract or subcontract for goods or services with the County of Cook that is delinquent in the payment of any tax (including real estate tax) or fee administered by the County of Cook.

THE UNDERSIGNED HEREBY CERTIFIES THAT: it is not delinquent in the payment of any tax or fee administered by the County of Cook (including real estate tax) unless such tax is being contested in accordance with the procedures established by County Ordinance.

E. COOK COUNTY HUMAN RIGHTS ORDINANCE (adopted March 16, 1993)

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.

THE UNDERSIGNED HEREBY CERTIFIES THAT: it is in compliance with these policies and it is in agreement to abide by such policies as a part of its contractual obligations.

F. ILLINOIS HUMAN RIGHTS ACT

In accordance with Public Act 81-1216 (Amended by P.A. 87-1257) (Illinois Compiled Statute, 775 ILCS 5/2-105).

THE UNDERSIGNED HEREBY CERTIFIES THAT: it is in compliance with the Act and is in agreement to abide by the requirements of the Act as part of its contractual obligations.

G. COOK COUNTY MACBRIDE ORDINANCE (adopted May 16, 1995)

Cook County MacBride Ordinance provides that if the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, it is hereby required that the 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.

THE UNDERSIGNED HEREBY CERTIFIES THAT: it is in full compliance with the provisions of this Ordinance and is in agreement to abide by the requirements of the MacBride Principles for Northern Ireland as part of its contractual obligations.

H. LOCAL BUSINESS PREFERENCE (adopted March 6, 1997)

The Purchasing Agent shall, in the purchase of all supplies, services and construction by competitive sealed bidding, accept the lowest bid price or lowest evaluated bid price from a responsive or responsible local business, provided that the bid does not exceed the lowest bid price or lowest evaluated bid price from a responsive and responsible non-local business by more than two percent (2%).

"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.

- 1.) Is bidder/proposer a "Local Business" as defined above?

Yes:_____ No:_____

- 2.) How many persons are currently employed on a full-time basis by bidder/proposer? _____

- 3.) Did the bidder/proposer have a bona fide establishment at transacting business within Cook County on the date this bid was advertised?

Yes:_____ No: _____

If yes, list such bidder/proposer business addresses:

- 4.) Does bidder/proposer have locations at which it transacts business outside the County of Cook? Yes:_____ No:_____

If yes, list such bidder/proposer business addresses:

(Attach Additional Sheets if Necessary)

- 5.) How many of bidder/proposer's current full-time employees work at locations within the County of Cook?_____

THE UNDERSIGNED HEREBY CERTIFIES THAT: he/she has personal knowledge of the information provided above and that the information provided is correct.

I. LIVING WAGE ORDINANCE (adopted September 15, 1998 effective December 1, 1998)

The Cook County Living Wage Ordinance mandates that a base wage of \$9.43 per hour be paid to individuals employed under contracts between Cook County and any person or entity awarded a Contract by Cook County or the subcontractor of any such person or entity.

"Contract" means any written agreement requiring Board approval 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 ordinance 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 States Internal Revenue Code and recognized under the Illinois State not-for-profit law);
 - 2.) Community Development Block Grants;
 - 3.) President's Office of Employment Training;
 - 4.) Sheriff's Work Alternative Program; and
 - 5.) Department of Correction inmates.
- THE UNDERSIGNED HEREBY CERTIFIES THAT:** it is in compliance with this Ordinance and agrees to abide by the requirements of this Ordinance as part of its contractual obligations.

J. **THE CHILD SUPPORT ENFORCEMENT ORDINANCE (adopted November 18, 1997)**

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 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.

"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.

In this regard, please provide the name and social security number of each Substantial Owner of the business entity, the name of which appears on the execution page.

If the Contracting Party is unable to certify to any of the above statements in this part, Vendor Certifications, the Contracting Party must explain below:

If the letters, "NA", the word "None" or no response appears above, it will conclusively presumed that the Contracting Party certified to the above statements.



Cook County

Affidavit of Child Support Obligations

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 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.

"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 dealer's licenses, packaged goods licenses, tavern licenses, restaurant licenses, and gun licenses; real property licenses 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.

"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 that 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 #: (____) _____ - _____ Driver's License #: _____

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____

_____, Notary Public

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

SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Name: _____

Business: _____

Relationship to Contractor: _____

(Subcontractor, Attorney or Lobbyist, etc., please indicate fees to be paid or to be retained or anticipated).

Fees: _____

**ACKNOWLEDGMENTS, CONTRACT INCORPORATION,
COMPLIANCE, PENALTIES, DISCLOSURE**
(SECTION 5)

The Contracting Party understands and agrees that:

- A. By completing and filing this, the Contracting Party acknowledges and agrees, on behalf of itself and the persons or entities named in this EDS, that the County may investigate the creditworthiness of some or all of the persons or entities named in this EDS.
- B. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the County in connection with the Matter, whether procurement, County assistance, or other County action, and are material inducements to the County's execution of any contractor taking other action with respect to the Matter. The Contracting Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
- C. 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 Contracting Party must comply fully with the applicable ordinances.
- D. If the County determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the County may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Contracting Party's participation in the Matter and/or declining to allow the Contracting Party to participate in other transactions with the County. Remedies at law for a false statement of material fact may include incarceration and an award to the County of treble damages.
- E. It is the County's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Contracting Party waives and releases any possible rights or claims which it may have against the County in connection with the public release of information contained in this EDS and also authorizes the County to verify the accuracy of any information submitted in this EDS.
- F. The information provided in this EDS must be kept current. In the event of changes, the Contracting Party must supplement this EDS up to the time the County takes action on the Matter. If the Matter is a contract being handled by the Office of the Purchasing Agent, the contracting Party must update this EDS as the contract requires.

The Contracting Party represents and warrants that:

- G. The Contracting Party has not withheld or reserved any disclosures as to economic interests in the Contracting Party, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County agency action.

CERTIFICATION

Under penalty of perjury, the person signing below warrants that he/she is authorized to execute this EDS on behalf of the Contracting Party and warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the County.

Print or type name of Contracting Party

By: _____

Print or type name of person signing

Print or type title of person signing

Date

Signed and sworn to before me this _____ day of _____, 200_

Notary Public Signature

Notary Seal

Commission Expires:_____.

EXECUTION BY A SOLE PROPRIETOR

(SECTION 6)

The undersigned acknowledges receipt of a full set of Contract Documents for Contract Number _____ and Addenda Number(s) _____ (None unless indicated here). The undersigned makes the foregoing Bid Proposal subject to all of the terms and conditions of the Contract Documents. The undersigned certifies that all of the foregoing statements of the Contractor Certifications are true and correct. The undersigned warrants that all of the facts and information submitted by the undersigned in connection with this Bid Proposal are true and correct. Upon award and execution of the Contract by the Cook County Board of Commissioners, the undersigned agrees that execution of this Bid Proposal shall stand as the undersigned's execution of the Contract.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FEIN/SSN: _____

FAX NUMBER: _____

*** COMPLETE LIST OF REAL ESTATE OWNED IN COOK COUNTY:**

PERMANENT INDEX NUMBER(S) : _____

IF NOT APPLICABLE, YOU MUST INDICATE THAT IT IS NOT APPLICABLE
(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS).

****COOK COUNTY BUSINESS REGISTRATION NUMBER:** _____

SOLE PROPRIETOR'S SIGNATURE: X _____

Date : _____

Subscribed and Sworn to

before me this _____ day

of _____, 200____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

*** REQUIRED PER COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1.**

**** If you are operating under an assumed name, provide the Cook County Registration Number hereunder as provided by Illinois Compiled Statutes, 805 ILCS 405/1.**

EXECUTION BY A SOLE PROPRIETOR

(SECTION 6)

The undersigned acknowledges receipt of a full set of Contract Documents for Contract Number _____ and Addenda Number(s) _____ (None unless indicated here). The undersigned makes the foregoing Bid Proposal subject to all of the terms and conditions of the Contract Documents. The undersigned certifies that all of the foregoing statements of the Contractor Certifications are true and correct. The undersigned warrants that all of the facts and information submitted by the undersigned in connection with this Bid Proposal are true and correct. Upon award and execution of the Contract by the Cook County Board of Commissioners, the undersigned agrees that execution of this Bid Proposal shall stand as the undersigned's execution of the Contract.

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EXECUTION BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

The undersigned acknowledges receipt of a full set of Contract Documents for Contract Number _____ and Addenda Number(s) _____ (None unless indicated here). The undersigned makes the foregoing Bid Proposal subject to all of the terms and conditions of the Contract Documents. The undersigned certifies that all of the foregoing statements of the Contractor Certifications are true and correct. The undersigned warrants that all of the facts and information submitted by the undersigned in connection with this Bid Proposal are true and correct. Upon award and execution of the Contract by the Cook County Board of Commissioners, the undersigned agrees that execution of this Proposal shall stand as the undersigned's execution of the Contract.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FEIN/SSN: _____

CONTACT PERSON: _____ FAX NUMBER: _____

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(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS).

****COOK COUNTY BUSINESS REGISTRATION NUMBER:** _____

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

***** BY:** X _____ Date: _____

Subscribed and Sworn to
before me this _____ day
of _____, 200____.

My _____ commission expires:

X _____

Notary Public Signature

Notary Seal

*** REQUIRED PER COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1.**

**** If you are operating under an assumed name, provide the Cook County Registration Number hereunder as provided by Illinois Compiled Statutes, 805 ILCS 405/1.**

***** Attach hereto a partnership resolution or other document authorizing execution of this Bid Proposal on behalf of the Partnership.**

EXECUTION BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

The undersigned acknowledges receipt of a full set of Contract Documents for Contract Number _____ and Addenda Number(s) _____ (None unless indicated here). The undersigned makes the foregoing Bid Proposal subject to all of the terms and conditions of the Contract Documents. The undersigned certifies that all of the foregoing statements of the Contractor Certifications are true and correct. The undersigned warrants that all of the facts and information submitted by the undersigned in connection with this Bid Proposal are true and correct. Upon award and execution of the Contract by the Cook County Board of Commissioners, the undersigned agrees that execution of this Proposal shall stand as the undersigned's execution of the Contract.

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

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Subscribed and Sworn to
before me this _____ day
of _____, 200____.

My _____ commission expires:

X _____

Notary Public Signature

Notary Seal

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

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***** REQUIRED PER COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1.

****** If you are operating under an assumed name, provide the Cook County
Registration Number hereunder as provided by Illinois Compiled Statutes,
805 ILCS 405/1.

******* Attach hereto a partnership resolution or other document authorizing
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EXECUTION BY A CORPORATION

(Section 8)

The undersigned acknowledges receipt of a full set of Contract Documents for Contract Number _____ and Addenda Number(s) _____ (None unless indicated here). The undersigned makes the foregoing Bid Proposal subject to all of the terms and conditions of the Contract Documents. The undersigned warrants that all of the facts and information submitted by the undersigned in connection with this Bid Proposal are true and correct. Upon award and execution of the Contract by the Cook County Board of Commissioners, the undersigned agrees that execution of this Proposal shall stand as the undersigned's execution of the Contract.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ *IL CORPORATE FILE NUMBER: _____

**** COMPLETE LIST OF REAL ESTATE OWNED IN COOK COUNTY. PERMANENT INDEX NUMBERS(S) :**

**IF NOT APPLICABLE, YOU MUST INDICATE THAT IT IS NOT APPLICABLE
(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS).**

LIST ALL CORPORATE OFFICERS:

PRESIDENT: _____ VICE PRESIDENT: _____

SECRETARY: _____ TREASURER: _____

*****SIGNATURE OF PRESIDENT: X** _____

ATTEST: X _____ **(CORPORATE SECRETARY)**

Subscribed and Sworn to before me this _____ day
of _____, 200____. My commission expires:

X _____
Notary Public Signature **Notary Seal**

*** If the corporation is not registered in the State of Illinois, a copy of your certificate of good standing from the State in which you are incorporated, is to be submitted with your Bid Proposal.**

**** Required per COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1.**

***** In the event that this Bid Proposal is executed by someone other than the President and Secretary, attach hereto a certified copy of the corporate by-laws or other authorization by the corporation which authorizes such persons to execute this Bid Proposal on behalf of the corporation.**

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ATTEST: X _____ **(CORPORATE SECRETARY)**

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***** In the event that this Bid Proposal is executed by someone other than the President and Secretary, attach hereto a certified copy of the corporate by-laws or other authorization by the corporation which authorizes such persons to execute this Bid Proposal on behalf of the corporation.**

PROPOSAL ACCEPTANCE

(SECTION 9)

The undersigned on behalf of the County of Cook, a body politic and corporate of the State of Illinois, hereby accept the foregoing Bid Proposal as identified in the Contract Documents for Contract Number _____.

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

TOTAL AMOUNT OF CONTRACT:\$ _____
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

DATED AT CHICAGO, ILLINOIS THIS _____ DAY

OF _____, 200 ____.

PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

COOK COUNTY PURCHASING AGENT

COOK COUNTY COMPTROLLER

APPROVED AS TO FORM:

ASSISTANT STATE'S ATTORNEY

ATTACHMENT B: PROPOSER QUESTIONNAIRE

CONTRACTOR QUALIFICATIONS ITEMS REQUIRED TO BE SUBMITTED WITH PROPOSAL:

CONTRACTOR MUST DEMONSTRATE THAT IT IS EXPERIENCED AND QUALIFIED TO PROVIDE THE SERVICES REQUIRED. EACH CONTRACTOR SHALL SUBMIT THE FOLLOWING INFORMATION IN PROPOSAL FOR THE COUNTY'S CONSIDERATION:

A. DESCRIPTION OF COMPANY

Introduction (or Executive Summary). This shall include a brief background of the firm and the professional services offered that meet the County's objectives including

- Name of Company; if a joint venture, name of joint venture and names of individual companies
- Address of corporate headquarters and Chicago area location, if differing;
- Telephone and fax number(s) for Chicago area location(s);
- Form of company; i.e. sole proprietor, partnership, corporation;
- Date company formed; date incorporated if a corporation;
- Company principals including President, chairman, vice presidents, secretary, chief operation officer, chief financial officer, general manager(s), and the length(s) of time each has accumulated in his area of expertise;
- FEIN: Provide the Federal Employee Identification Number of the Proposer.
- SSN: In the case of a sole proprietorship, provided the Social Security Numbers of all Owners/Partners;
- Licenses (to do business in the State of Illinois). In the event that a corporation or LLC is the successful proposer, such corporation shall present evidence, before, an agreement is executed, that it is authorized to do business in the State of Illinois, which may include a print-out from the Illinois Secretary of State website.

In addition, the Proposer shall provide:

1. Organization Chart and Rationale for Team – An organization chart for the company should show reporting relationships of principals and areas of responsibility pertaining to the required services, as outlined in Section 2 and the rationale for assembling this specific team. Describe why this firm is best suited to be selected.
2. Team Member Firms' Key Personnel – Submit resumes for key personnel committed to this project; these personnel can be both managerial and technical. Include a description of any

key personnel's specialized experience.

3. A summary of the history of Contractor's company in terms of its size, range and types of services Contractor has offered and currently offers through its company; and the types of clients and geographic areas serviced by Contractor.
4. Indicate how many years your company has been in business and the number of years devoted to healthcare. If your company is a subsidiary, include a copy of the corresponding information on the parent company.

This information may be considered in the determination of Contractor's qualifications to provide Services as outlined in this Request for Proposal, but shall not be binding upon the County.

B. GENERAL INFORMATION

Not applicable.

C. FINANCIAL STATEMENT

Provide a copy of the most recent audited financial statement, or an annual report by a certified public accountant and a Dunn and Bradstreet rating. If applicable, submit the financial report of your parent company.

D. REFERENCES

Qualifications of the firm: Provide a list of references for other customers that are utilizing your services as Customer Service Training consultants. Contractor agrees that the County may contact these references to obtain any and all information regarding Contractor's performance of services.

Provide a list of all current and prior clients for the past three (3) years.

E. MBE/WBE PARTICIPATION

Provide Contractor's plan for meeting the County's affirmative action objectives for MBE/WBE participation as described in the attached Minority and Women Business Enterprise Goals. All contracts awarded by the County are subject to County Ordinance, Chapter 10, Section 10-43, a copy of which is available for review and inspection in the Office of Contract Compliance Administrator, Cook County Building, Room 1020, 118 N. Clark or on the web at Under Agencies, Contract Compliance.

THE CONTRACTOR AGREES THAT THE COUNTY MAY CONTACT ANY PERSONS FOR INFORMATION REGARDING CONTRACTOR'S PAST CONTRACT PERFORMANCE. FAILURE TO SUBMIT THE INFORMATION REQUIRED BY THIS SECTION, OR THE RECEIPT OF UNSATISFACTORY INFORMATION BY THE COUNTY SHALL, IN THE COUNTY'S DISCRETION, CONSTITUTE CAUSE FOR PROPOSAL DISQUALIFICATION.

**ATTACHMENT C:
PROPOSER REGISTRATION FORM**

**OFFICE OF THE CHIEF JUDGE
CIRCUIT COURT OF COOK COUNTY
2604 RICHARD J. DALEY CENTER,
CHICAGO, IL 60602
PH. 312/603.4583
FAX 312/603.4435**

**REQUEST FOR PROPOSALS
FOR
LEGAL ADVICE DESK SERVICES**

PROPOSER REGISTRATION FORM

NOTE TO PROSPECTIVE PROPOSERS: BY COMPLETING AND RETURNING THIS FORM TO THE OFFICE OF THE CHIEF JUDGE, ON OR BEFORE **NOVEMBER 27, 2007**, YOU WILL RECEIVE ANY ADDENDA ISSUED BY THE BUREAU OF HEALTH SERVICES WHICH EITHER REVISE THE DATES FOR SUBMITTAL OF PROPOSALS, RESPOND TO QUESTIONS SUBMITTED BY OTHER PROSPECTIVE PROPOSERS, OR WHICH SUPPLEMENT OR CHANGE THE REQUIREMENTS SET FORTH IN THE REQUEST FOR PROPOSALS. THIS FORM MAY BE RETURNED BY FAX TO THE NUMBER SPECIFIED ABOVE.

IF YOU FAIL TO SUBMIT THIS FORM, YOU WILL NOT BE ENTITLED TO ANY OF THE ADDENDA, IF ISSUED, AND ANY DEFICIENCY IN YOUR PROPOSAL RESULTING FROM SUCH FAILURE MAY RESULT IN THE DISQUALIFICATION OF YOUR PROPOSAL FROM CONSIDERATION, IN THE DISCRETION OF THE BUREAU. SUBMISSION OF THIS REGISTRATION FORM DOES NOT OBLIGATE YOU TO SUBMIT A PROPOSAL.

NAME: _____

ADDRESS: _____

NAME OF DESIGNATED REPRESENTATIVE FOR PURPOSES OF THIS RFP:

PHONE: _____

FAX: _____

EMAIL ADDRESS: _____

**ATTACHMENT D:
GENERAL CONDITIONS**

CONTRACT FOR SERVICE
PART II
GENERAL CONDITIONS
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CONTRACT FOR SERVICE
PART II
GENERAL CONDITIONS

GC-01 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.

GC-02 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Once awarded, this Contract shall not be subcontracted or any part thereof assigned without the express written approval of the County Purchasing Agent ("Purchasing Agent"). In no case, however, shall such approval relieve the Contractor from his obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or claims due or to become due without the advance written approval of the Purchasing Agent. 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.

The Contractor shall identify in its proposal any and all contractors and subcontractors he intends to use in the performance of the Contract. All such persons shall be subject to the prior approval of the County. 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 Director of the Using Department or his designee ("Director") while on any County property and shall abide by all security regulations imposed by the County.

GC-03 INDEPENDENT CONTRACTOR STATUS

The Contractor and its employees, contractors, subcontractors, agents and representatives are, for all purposes arising out of the Contract, independent contractors and not employees of the County. It is expressly understood and agreed that the Contractor and its employees, contractors, subcontractors, agent and representatives shall in no event as a result of the Contract be entitled to any benefit to which County employees are entitled, including, but not limited to, overtime, retirement benefits, worker's compensation benefits and injury leave or other leave benefits.

GC-04 MATERIALS INSPECTION AND RESPONSIBILITY

The County shall have a right to inspect any materials used in carrying out this Contract and shall be responsible for the quality and standards of all materials or completed work furnished under this Contract. Materials or completed work not complying herewith may be rejected by the Purchasing Agent and shall be replaced and/or reperformed by the Contractor at no cost to the County. Any materials rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor, after notice has been given by the County to the Contractor that such materials have been rejected.

GC-05 INSURANCE

Contractor shall purchase and maintain during the term of this Contract insurance coverage which will satisfactorily insure him against claims and liabilities which could arise because of the performance of the Contract. Such insurance shall include, but not be limited to, Workers' Compensation and Employer's Liability, Auto Liability, Professional Liability and Commercial General Liability, including broad form Contractual and Product Liability. The provision of this paragraph shall not be deemed to limit the liability of Contractor hereunder or to limit any rights that Contractor or County may otherwise have.

GC-06 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 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-9998-2013-01.

GC-07 PRICE REDUCTION

The County is to be considered a most favored customer of the Contractor. If any time during the term of the Contract any other customer of Contractor is given a lower price than that charged to the County on any materials or services similar in scope, size, contractual requirements and function to those provided herein, the County will be entitled to that price. If at any time after the date of submission of Contractor's proposal, Contractor makes a general price reduction in the price of any goods and services covered by the Contract, the equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the Contract period. Such price reductions shall be effective at the same time and in the same manner as the reduction in the price to customers generally.

GC-08 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, (the "credits") such credits belong to the County and not the Using Department or any other County department. Contractor shall report any such credits to the Purchasing Agent.

GC-09 DISPUTES

Any dispute arising under the Contract between the County and Contractor shall be decided by the Purchasing Agent. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Purchasing Agent. Upon request of the Purchasing Agent, the party complained against shall respond to the complaint in writing within five days of such request. The Purchasing Agent will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the Director. The decision of the Purchasing Agent will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. 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.

GC-10 DEFAULT

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract where Contractor has

failed to cure such breach within ten (10) days after written notice is given to Contractor by the County, setting forth the nature of such breach.

County shall be in default hereunder if any material breach of the Contract by County occurs which is not cured by the County within ninety (90) days after written notice has been given by Contractor to the County, setting forth the nature of such breach.

GC-11 COUNTY'S REMEDIES

Following notice of a material breach or notice of default to Contractor, the County reserves the right to withhold payments owed to Contractor until such time as Contractor has cured the breach or noncompliance which is the subject matter of the notice. If the Contractor fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-10, Default, the County shall have the right to terminate this Contract provided, however, that County shall give Contractor five (5) days prior written notice of termination.

In the event of termination, the County reserves the right to elect to continue using the Contractor's services in whole or in part for the period of time necessary to allow the County to obtain and implement replacement services. During such transition period all terms and conditions of the Contract shall be in full force and effect. The County may elect to continue using Contractor's existing services in full; increase monitoring and oversight of Contractor's operations; or substitute the County's designees for the Contractor's personnel utilizing Contractor's facilities pending the implementation of replacement services. Any payments due Contractor will be prorated based on the services Contractor is then providing. Contractor will agree to cooperate with the implementation of the replacement services should the County so request. After the County has secured replacement services and such services are operational, the Contractor shall promptly remove any and all of Contractor's personnel, products and equipment, unless such items remain with the County pursuant to the terms of this Contract.

In addition, the County shall have the right to pursue all remedies in law or equity.

GC-12 CONTRACTOR'S REMEDIES

If the County has been notified of default and fails to remedy a material breach during the ninety (90) day cure period pursuant to General Condition GC-10, Default, the Contractor shall have the right to terminate this Contract providing, however, that Contractor shall give the County thirty (30) days prior written notice of termination. In the event of termination the County shall be given the right to continue using the Contractor's services in full for a reasonable period of time until the County shall have replaced such services. Contractor will agree to cooperate with the implementation of the replacement services should the County so request. During such transition period all terms and conditions of the Contract shall remain in full force and effect. After replacement services have been secured and are operational the Contractor shall promptly remove any and all of Contractor's personnel, products and equipment, unless such items remain with the County pursuant to the terms of this Contract.

Contractor shall have the right to pursue all remedies available in law or equity. In all cases the Contractor's damages shall be those provable damages not to exceed the value of the Contract as awarded by the Cook County Board of Commissioners. Contractor shall not disrupt the operation or repossess any component thereof.

GC-13 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.

GC-14 MODIFICATIONS AND AMENDMENTS

The parties may from time to time 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. No such modifications and amendments which individually or cumulatively result in additional cost of \$25,000.00 or greater or which extend the term of the Contract by thirty (30) days or more shall be deemed as authorized without the advance approval of the Cook County Board of Commissioners. Modifications and amendments which increase cost by less than \$25,000.00 or which do not extend the term of the Contract by more than thirty (30) days may only be made with the advance written approval of the Purchasing Agent.

Contractor is hereby notified that except for the specific changes listed in the following paragraph, no County department or employee thereof has authority to make any modification or amendment to this Contract. Any modification or amendment to this Contract except as provided for in the following paragraph made without the express written approval of the Purchasing Agent is void and unenforceable.

The Director may, by written order, make changes with respect to the times of delivery and the places of performance thereof. Any such change shall not cause an increase or decrease the Contract price or the time required for Contract performance.

GC-15 PERSONNEL

The quality, experience and availability of personnel employed by the Contractor is of the essence. The Contractor shall provide the County with a list of all key personnel to be used on the project and their designated assignment. The list shall include the qualifications of each person named. The County may at any time request, in writing, the Contractor to remove any of the Contractor's assigned personnel for cause and forthwith furnish to the County other acceptable personnel with thirty (30) days of notification. Notwithstanding the County's approval of Contractor's personnel, the Contractor shall be fully responsible to County for all work performed pursuant to this Contract by Contractor's employees, subcontractors or others who may be retained by the Contractor with the approval of the County.

GC-16 PATENTS, COPYRIGHTS AND LICENSES

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 utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other intellectual property right. Where applicable, the County shall notify Contractor in writing of any such suit or proceeding or significant threat thereof and hereby agrees to give Contractor information and reasonable assistance for the defense. 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 to modify the system or its component parts so that it becomes non-infringing while performing in a substantially similar manner to the original system, meeting the specifications of this Contract.

GC-17 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 any time thereafter, except solely as required in the course of Contractor's performance of services hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting the County and will not disclose any of the 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 that are beyond the scope of the Contract, utilizing data derived from information or data obtained from the County without the prior written approval of the County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to the County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of services under this Contract (the "Documents") shall be the property of the County. It shall be a breach of this Contract for the Contractor to reproduce or use, any Documents, or product obtained from the County, for its own purposes or for that of any third party. During the performance of the services herein provided for, the Contractor shall be responsible of any loss or damage to the Documents while they are in his possession, and any such Document lost or damaged shall be restored at the expense of the Contractor. Full access to the Contractor's work during the preparation of the Documents shall be available to the County and other interested public agencies. In the event Contractor utilizes any of his own proprietary of confidential information in whatever form, in the performance of duties under this Contract, it must be clearly marked as such.

GC-18 AUDIT; EXAMINATION OF RECORDS

The Contractor agrees that the 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 that the subcontractor agrees that the 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.

GC-19 COMPLIANCE WITH 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 Certification 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.

GC-20 CONDUCT OF THE CONTRACTOR

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. The Contractor shall take notice of and comply with the Cook County Lobbyist Registration Ordinance (No. 93-0-22, 6-22-93). The Contractor shall not, under circumstances which might reasonably be interpreted as an attempt to influence the recipient in the conduct of its duties, accept any gratuity or special favors from individuals or organizations with whom the Contractor is doing business or proposing to do business, under the Contract. The Contractor shall not use for personal gain or make other improper use of privileged information which is acquired in connection with the Contract.

GC-21 ACCIDENT REPORTS

The Purchasing Agent and Director shall be given written notification within twenty-four (24) hours of any occurrence, on the site or otherwise, which pertains in any way to this Contract and involves the Contractor's personnel, or those of any of his subcontractors or others whether said occurrence be in the nature of bodily injury to employees or third parties or property damage.

The report shall include the name of person(s) injured, name of his employer, date, time and location of occurrence, extent of injury and/or damage, name(s) of eyewitnesses, and who treated the person(s) for injuries sustained, and such other information as may be relevant. The Contractor shall notify the local police any occurrence requiring an official police record. The accident report should indicate whether the police were notified and, if so, the number of the police report, if obtainable.

GC-22 USE OF PREMISES

Contractor shall confer with the Director to ascertain full knowledge of all rules and regulations of the County facilities relative to this Contract and shall comply therewith. The Contractor shall confine the operations of his employees to the limits indicated by laws, ordinances, permits and/or direction of the Director and shall not encumber the premises with materials or debris. The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.

GC-23 GENERAL NOTICE

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 personally delivered or if deposited in the United States mail, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

TO THE COUNTY:

PURCHASING AGENT
County of Cook
Room 1018 County Building
118 North Clark Street
Chicago, Illinois 60602
(Reference County Contract Number)

TO THE CONTRACTOR:

At address provided in its proposal or as otherwise indicated in writing to County.

GC-24 TERMINATION FOR CONVENIENCE

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor. If the Contract is terminated by the County, the Contractor shall deliver to the County all finished or unfinished Documents prepared by the Contractor under this Contract and these shall be and become the property of the County. Payment for the work performed before the effective date of such termination shall be based upon an estimate of the services/materials actually performed/supplied by the Contractor to the date of termination. Such payment made to the Contractor shall be in full settlement for services rendered under this Contract.

GC-25 GUARANTEES AND WARRANTIES

All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Director before final voucher on the Contract is issued. The Contractor agrees that the materials or services to be furnished shall be covered by the most favorable commercial warranties the Contractor gives to any customer for the same or substantially similar materials or services and that the rights and remedies so provided are in addition to and do not limit any rights afforded to County.

GC-26 STANDARD OF MATERIALS

In the event materials are supplied for purposes of this Contract, then only new, originally manufactured materials will be accepted by the County. The County will not accept any materials that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Materials not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the offering of the proposal, will be considered experimental.

GC-27 DELIVERY

All materials shipped to the County shall be shipped F.O.B. designated location, County of Cook, Illinois. If delivery is made by truck, arrangements shall be made in advance by the Contractor in order that the County may arrange for receipt of the materials. Truck deliveries will be accepted before 3:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or County Holidays. The County is not responsible for delivery delays due to waiting times for loading and unloading at dock locations.

The quantity of material delivered by truck will be ascertained from a weight certificate issued by a duly licensed Public Weight-Master. In the case of delivery by rail, weight will be ascertained from bill of lading from originating line, but the County reserves the right to re-weigh at the nearest available railroad scale.

The County reserves the right to add new delivery locations or delete previously listed delivery locations as required during the contract period. The only restriction regarding the County's right to add new delivery locations shall be that any new or additional location shall be within the geographical boundaries of the County.

GC-28 QUANTITIES

The quantities of services and/or materials required for the performance of the Contract are estimates for the purpose of determining an approximate total contract amount and may not be the actual quantities required during the term of the Contract. The County reserves the right to increase or decrease the quantities at the contract price, to correspond to the actual needs of the

County. The County will be obligated to order and pay for only such quantities as are from time to time ordered, delivered, and accepted on purchase orders issued by the Office of the Purchasing Agent.

GC-29 GOVERNING LAW

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, 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 City of Chicago, County of Cook, 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.

GC-30 WAIVER

No term or provision of this Contract shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall be strictly limited to the identified provision.

GC-31 ENTIRE CONTRACT

It is expressly agreed that the provisions set forth in this Contract constitute all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

GC-32 FORCE MAJEURE

Neither Contractor nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

GC-33 CONTRACT INTERPRETATION

Whenever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others. If any language is stricken or deleted from this contract, such language shall be deemed never to have appeared herein and no connotations or inferences shall be drawn therefrom. The headings of articles, paragraphs and sections in this Contract are included for convenience only and shall not be considered by either party in construing the meaning of this Contract. If any provision or clause of this Contract shall be held to be invalid, such provision or clause shall be deleted from the Contract and the Contract shall be construed to give effect to the remaining portions thereof.

GC-34 MINORITY AND WOMEN BUSINESS ENTERPRISES

COOK COUNTY ORDINANCE CHAPTER 10, SECTION 43.1 - 43.10

I. POLICY AND GOALS

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County contracts and to eliminate arbitrary barriers for participation, as both prime and subcontractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women-owned Business

Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes a "best efforts" goal of awarding not less than thirty-five (35%) of the annual total dollar amount of professional and consulting service contracts and sole source agreements to certified MBEs and WBEs.

- B. A contractor may achieve the contract MBE/WBE participation goals by its status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs or WBEs; by entering into a Mentor-Protege Agreement with a MBE or WBE; by the indirect participation of MBEs or WBEs in other aspects of the contractor's business; or by a combination of the foregoing.
- C. A contractor's failure to carry out its MBE/WBE commitments in the course of a contractor's performance shall constitute a material breach of the contract, and if such breach is not appropriately cured, may result in the termination of the contract or such other remedy authorized by the Ordinance as the County deems appropriate.

II. REQUIRED SUBMITTALS

To be considered responsive to the requirements of the Ordinance: (a) a contractor for professional and consulting service contracts shall submit items A, B and C listed below; and (b) a contractor for sole source agreements, shall submit items A and B listed below. All documentation submitted by a contractor shall be reviewed by the Contract Compliance Administrator. Failure to submit one of the items required in accordance with these general conditions shall be cause to consider the contractor's proposal non-responsive and be rejected.

A. Affirmative Action Plan

Each contractor shall submit with its proposal, a copy of its current internal affirmative action plan. If contractor has no internal affirmative action plan, contractor shall submit a statement stating why contractor has no such plan. In lieu of an internal affirmative action plan, a contractor may submit a copy of its current Letter of Compliance for the United States Department of Labor, Office of Federal Contract Compliance Programs.

B. Contractor's MBE/WBE Efforts Documentation

Each contractor shall submit with its proposal, supporting documentation which evidences efforts the contractor has taken in attempting to achieve the County's "best efforts" MBE/WBE participation goals.

C. Contractor's Statement - Use of MBE/WBE Professionals

Each contractor shall submit with its proposal, a statement which discloses how the contractor intends to maximize the use of its MBE/WBE professionals in the course of performing the contract.

III. NON-COMPLIANCE

If the County of Cook determines that the contractor has failed to comply with its contractual commitments or any portion of the Ordinance, it will notify the contractor of such non-compliance and may take any and all appropriate actions as set forth within the Ordinance.

IV. REPORTING/RECORD-KEEPING REQUIREMENTS

The contractor shall comply with the reporting and record-keeping requirements as may be established by the Contract Compliance Administrator. Upon award of a contract, contractor is responsible for acquiring all necessary County reporting and record-keeping forms which will be made available in the Office of Contract Compliance.

V. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as otherwise required by law as they relate to contractor and subcontractor obligations.

GC-35 YEAR 2000 COMPLIANCE WARRANTY

This General Condition shall apply to all procurements of computerized equipment, computer hardware, software and related ancillary devices and any professional consulting services related thereto.

Contractor warrants fault-free performance and fault-free result in the processing date and date-related data (including, but not limited to calculating, comparing and sequencing) of all hardware, software and firmware products delivered and services provided under this Contract, individually or in combination, as the case may be from the effective date of this Contract. Contractor warrants the Year 2000 calculations will be recognized and accommodated and will not, in any way, result in hardware, software or firmware failure. The County, at its sole option, may require Contractor, at any time, to demonstrate the procedures it intends to follow in order to comply with all the obligations contained herein.

Contractor's warranty apply to products provided by the Contractor, its sub-contractor(s) or any third party(s) involved in the creation of the products to be delivered to the County under this Contract.

Contractor's warranty is separate and distinct from any other warranty specified in this Contract, and is not subject to any disclaimer of warranty or limitation of the Contractor's liability which may be specified in this Contract, its exhibits, attachments, schedules, or any document incorporated in this Contract by reference.

In the event of any hardware or software program failure related to time and date related codes and internal sub-routines that impede the hardware or software programs from operating beyond the millennium date change (Year 2000), Contractor shall immediately make all required corrections to restore the hardware, software and firmware programs to the same level of functionality as warranted herein at no charge to the County, and without interruption to the ongoing business of the County, time being of the essence. In the event Contractor fails to cure any such hardware or software failure, the County shall have the right to pursue all remedies at law or in equity and those remedies expressly set forth within this Contract including, but not limited to, its right to terminate for default. Nothing in this warranty shall be construed to limit any rights or remedies the County may otherwise have under this Contract with respect to defects other than Year 2000 performance.

END OF SECTION

**ATTACHMENT E:
FIXED COST PROPOSAL FORM**

ATTACHMENT E

PROPOSAL PAGE

The Proposer declares that its has carefully examined the Request for Proposal documents, the Proposal Forms, General and Special Conditions and Specifications identified Legal Advice Desk Services 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.

ITEM NO. DESCRIPTION

1. The fixed cost proposal is as follows for each contract/year, March 1, to February 28 (no further detail required):

2008-2009 - \$

2009-2010 - \$

2010-2011 - \$

GRAND TOTAL (THREE YEAR PERIOD): \$ _____

The Cost Proposal should be all inclusive: no additional billings will be accepted for additional operating expenses, unless by agreement.

Contractor shall submit invoices, along with three copies of County Form 29A, which is a County voucher form, in four equal quarterly installments for services rendered. The signature of an authorized agency official is required. Contractors shall send invoices no later than the 15th of each month for each previous quarter's services. Invoices shall be directed to the Executive Officer, James R. Anderson.