



COOK COUNTY GOVERNMENT

Office of the Chief Procurement Officer

**Request for Proposal
(RFP) No. 12-23-288**

for

Online Parenting Education Program

Proposals must be delivered to:

Office of the Chief Procurement Officer

118 N. Clark Street, Room 1018 Chicago, IL 60602

Attention: Maria de Lourdes Coss, Chief Procurement Officer

Proposals are due no later than 3:00 PM, Central Standard Time on July 13, 2012

There will be a pre-proposal conference on 2:00 PM, Central Standard Time on June 15, 2012

Location: Office of the Chief Procurement Officer

118 N. Clark Street, Room 1018

Chicago, IL 60602

Questions regarding the RFP should be directed to:

Edmund Rendon

Contract Negotiator

Phone (312) 603-6824

E-mail: edmund.rendon@cookcountyil.gov

Toni Preckwinkle
Cook County Board President

Maria de Lourdes Coss
Chief Procurement Officer

1	INTRODUCTION	1
1.1	Overview / Objectives	1
1.2	Cook County Background	1
1.3	Schedule	3
2	SCOPE OF SERVICES	3
2.1	Purpose	3
2.2	Program Background	3
2.3	Scope of Work	7
2.4	Key Personnel	9
3	INSTRUCTIONS TO PROPOSERS	10
3.1	Instructions	10
3.2	Availability of Documents	10
3.3	Pre-Proposal Conference	10
3.4	Special Access to the Pre-Proposal Conference	11
3.5	Clarifications	11
3.6	Delivery of Proposal Package	11
3.7	Uniformity	11
3.8	Proposal Material	11
3.9	Addenda	11
3.10	Proposer's Responsibility for Services Proposed	12
3.11	Errors and Omissions	12
3.12	RFP Interpretation	12
3.13	Confidentiality and Response Cost and Ownership	12
3.14	Use of Subcontractors	12
3.15	MBE/WBE Participation Goals	12
3.16	Proposer's Disclosure and Conflict of Interest	12
3.17	Cook County RFP Format	13
3.18	Pricing	13
3.19	Period of Firm Proposal	13
3.20	Awards	13
3.21	Cook County Rights	13

3.22 Alteration/Modification of Original Documents	13
3.23 Recycling.....	13
4 EVALUATION AND SELECTION PROCESS	14
4.1 Responsiveness Review	14
4.2 Acceptance of Proposals	14
4.3 Evaluation Process.....	14
4.3.1 Proposer Presentations	14
4.3.2 Right to Inspect.....	14
4.3.3 Best and Final Offer	14
4.4 Selection Process.....	15
5 EVALUATION CRITERIA	15
5.1 Responsiveness of Proposal	15
5.2 Technical Proposal.....	15
Proposals will be reviewed and selected based on the following criteria:.....	15
5.3 Price Proposal.....	15
6 SUBMISSION OF PROPOSAL	15
6.1 Instructions for Submission.....	15
6.1.1 Number of Copies.....	15
6.1.2 Time for Submission	15
6.1.3 Format	16
6.1.4 Complete Submission	16
6.1.5 Packaging and Labeling.....	16
6.1.6 Timely Delivery of Proposals	16
6.1.7 Late Proposals.....	16
6.1.8 Schedule of Revisions to RFP Schedule	16
6.2 Submission Requirements.....	16
6.2.1 Cover Letter	16
6.2.2 Executive Summary	16
6.2.3 Qualifications of the Proposer.....	17
6.2.4 Propose Plan of Action, Implementation and Solution	17
6.2.5 Key Personnel	17
6.2.6 Subcontracting or Teaming	17
6.2.7 MBE/WBE Participation.....	17

6.2.8	Financial Status.....	17
6.2.9	Legal Actions.....	18
6.2.10	Conflict of Interest.....	18
6.2.11	Economic Disclosure Statement.....	18
6.2.12	Contract.....	18
6.2.13	Other.....	18
7	Appendix I Pricing Proposal Form	
8	Appendix II Insurance Requirements	
8	Appendix III Economic Disclosure Forms	
9	Appendix IV Cook County Contract Agreement (For Information Only)	

1 INTRODUCTION

1.1 Overview / Objectives

The Circuit Court of Cook County, Illinois is seeking proposals, preferably from 501(c)(3) not-for-profit organizations, to operate an online Parenting Education Program pursuant to Section 404.1 of the Illinois Marriage and Dissolution of Marriage Act and Illinois Supreme Court Rule 924 for a period of three years. The Circuit Court of Cook County has established an in-class program called Focus on Children, and has authorized an online program as an alternative to the in-class program.

1.2 Cook County Background

The Cook County Circuit Court is one of 22 judicial circuits created by a 1964 amendment to the Illinois constitution which reorganized and consolidated state courts. Each circuit is a unified court 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 in Illinois, it is also one of the largest unified court systems in the world.

Today, Chief Judge Timothy C. Evans and more than 420 judges and 14 non-judicial offices serve the 5.1 million residents of Cook County within the City of Chicago and its 126 surrounding suburbs. More than 1.5 million cases are filed every year.

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 non-judicial offices, the office provides direct and indirect services to the court, including law clerks and clerical support, judicial training, legal research, children's advocacy rooms, advice/help desk services, human resources, purchasing, and management information services.

The non-judicial offices under the supervision of the Office of the Chief Judge provide a number of important court-related services. Non-judicial offices are: Adult Probation Department, Forensic Clinical Services, Court Interpreters, Jury Administration, the Juvenile Court Clinic, Juvenile Probation and Court Services Department, the Juvenile Temporary Detention Center, Mandatory Arbitration, Marriage and Family Counseling Service, Parenting Education Program known as Focus on Children, the Office of the Public Guardian, the Office of Official Court Reporters, and the Social Service Department.

To accommodate its caseload, the court is organized into three functional departments: County, Juvenile Justice and Child Protection, and Municipal.

The County Department is divided into six divisions. Each division is headed by a presiding judge. The types of cases heard in each division depend on the nature of the case. Case types heard in the County department include a wide range of civil matters, family law, serious criminal matters and probate.

The Juvenile Justice and Child Protection Department is divided into two divisions. Each division is headed by a presiding judge. The Juvenile Justice Division hears cases involving delinquent minors under 17 years of age. The Child Protection Division hears cases involving child abuse, neglect and dependency.

The Municipal Department is divided into six geographic districts. Each district is supervised by a presiding judge. The First Municipal District consists of the City of Chicago. Municipal Districts Two through Six encompass communities in suburban Cook County.

The Municipal Districts hear a wide variety of cases. Ordinance and traffic enforcement cases make up a large portion of the caseload in the Municipal Department. Other case types heard in the Municipal Department include: domestic violence, housing, eviction proceedings, small claims, licenses, misdemeanor criminal proceedings, felony preliminary hearings, contract cases decided by alternative dispute resolution process, civil suits for damages up to \$30,000 in the First Municipal District and up to \$100,000 in Municipal Districts Two through Six, mandatory arbitration (less formal proceeding with three-member panel deciding case) in suits with damages of \$30,000 or less name changes and marriage court. In addition, certain County Department cases are heard in the suburban courthouses under the supervision of the presiding judge of the division. For example, divorce cases are heard in each of the five suburban courthouses under the direction of the presiding judge of the Domestic Relations Division.

In 1994, the Domestic Relations Division of the Circuit Court of Cook County started a groundbreaking parenting education program called Focus on Children. The program is administered by Marriage and Family Counseling Service (MFCS). Focus on Children was one of the first programs of its kind in that it required parties in the midst of a divorce or separation to reflect on how their actions were affecting their children. With the help of videos and in-class materials, the program demonstrates the types of destructive behavior common in divorces and separations and offers parents advice and skills on how to better communicate and work with the other parent. At the time of its inception, counties throughout the country reached out to the developers of the Focus on Children program for advice on how to implement their own parenting education programs.

The Focus on Children program has been extremely successful. However, the Illinois Supreme Court Rule 900 Series, which mandates that parents with cases involving minor children attend a parenting education program, has created a strain on the program by increasing the demand for the class. In 2011, the Circuit Court handled 6,873 dissolution cases involving minor children, 5 civil union dissolution cases involving minor children, and 9,450 parentage cases. It should be noted that these numbers do not include the number of post-decree cases involving minor children handled by the Circuit Court. Post-decree cases likewise require referral to the parenting education program if involving issues related to children.

1.3 Schedule

The County anticipates the following Schedule:

RFP posted to the County website	June 8, 2012
Pre-Proposal Conference	June 15, 2012
Proposer Inquiry Deadline	June 21, 2012
Response to Inquiries	June 25, 2012
Proposal Due Date	July 13, 2012
Evaluation of Proposals	July / August 2012
Contract Award	September 2012

2 SCOPE OF SERVICES

2.1 Purpose

The Circuit Court of Cook County, Illinois is seeking proposals, preferably from 501(c)(3) not-for-profit organizations, to operate an online Parenting Education Program pursuant to Section 404.1 of the Illinois Marriage and Dissolution of Marriage Act (IMDMA) and Illinois Supreme Court Rule 924 for a period of three years. The Circuit Court of Cook County has an established in-class program called Focus on Children, and has authorized an online program to be used as an alternative to the in-class program.

2.2 Program Background

Overview of Focus on Children Program - In 1994, the Domestic Relations Division of the Circuit Court of Cook County started a groundbreaking parenting education program called Focus on Children. The program is administered by Marriage and Family Counseling Service. Focus on Children was one of the first programs of its kind in that it required parties in the midst of a divorce or separation to reflect on how their actions were affecting their children. With the help of videos and in-class materials, the program demonstrates the types of destructive behavior common in divorces and separations and offers parents advice and skills on how to better communicate and work with the other parent. At the time of its inception, counties throughout the country reached out to the developers of the Focus on Children program for advice on how to implement their own parenting education programs.

The curriculum for the Focus on Children class was developed by the mediators of the Marriage and Family Counseling Service of the Domestic Relations Division. The mediators were also selected to be the class facilitators for Focus on Children program due to their experience in dealing with divorcing/ separating parents and their children. Initially, pre-decree, post-decree, and parentage litigants were all in the same class. In time, the facilitators designed three separate classes for pre-decree, post-decree, and parentage litigants in order to address each group's unique concerns.

Focus on Children incorporates videos and in-class materials to encourage discussions in the class. The program addresses three main themes in its curriculum:

- (1) How children of different ages experience divorce/separation, especially when there is high conflict between their parents;
- (2) How parents can better understand and help their children deal with this major change in their lives; and
- (3) How parents can better understand each other and communicate effectively and peacefully when discussing their children.

Focus on Children also covers the emotional aspects of divorce/separation and its effects on both parents and children. The more serious issues that may arise in a divorce/separation situation, such as domestic violence and substance abuse, are touched on, but not in great detail, due to the time constraints of the class. The class is divided into the following components:

- (a) Lectures by the facilitators
- (b) Videos on:
 - (1) The court process,
 - (2) Children of divorce/separation speaking on how they were affected as children and as young adults by their parents' continuing conflict, and
 - (3) Co-parenting issues arising between parents.
- (c) Large group discussions
- (d) Small group discussions

In addition, participants receive two booklets and additional handouts covering (but not limited to) information on child development, the emotional aspects of divorce and its effects on both parents and children, communication skills, problem-solving techniques, parenting plan development, resources for parents and children, bibliographies, and exercises.

The Focus on Children program offers parents a way to gain insight and awareness as to how their behaviors and choices during and after divorce/separation impact their children. It provides information to parents that further enable them to productively participate in mandated mediation. The mediation offered by MFCS is child-focused and parents are empowered to focus on the impact of their decision-making and future parenting as it affects their children. Most importantly, it provides information, insights, and skills to protect the children's best interest.

The Focus on Children program has been extremely successful. However, the Illinois Supreme Court Rule 900 Series, which mandates that parents with cases involving minor children attend a parenting education program, has created a strain on the program by increasing the demand for the class.

Illinois Supreme Court Rules - In 2006, the Supreme Court of Illinois adopted the 900 series of the Illinois Supreme Court Rules to address the special responsibility the trial court has in cases involving the care and custody of children. The 900 series Rules were drafted by the Special Supreme Court Committee on Child Custody Issues convened by the Supreme Court of Illinois. As described in Rule 900, one of the reasons for the enactment of this series is to ensure that child custody proceedings focus on the best interests of the child, while protecting the rights of other parties to the *proceedings*.¹

As part of its comments in drafting the series, the Committee stated that "Parenting education can have a very positive impact on the outcome of a child custody proceeding. Parenting education encourages parents to think about the impact of their actions on their children and teaches parents to deal with adult problems in ways that avoid harm to their children."

The specific rules in this series relating to the matter of Parenting Education are rules 923 and 924.

¹Illinois Supreme Court Rule 900 states in pertinent part as follows:

- (a) *Purpose.* Trial courts have a special responsibility in cases involving the care and custody of children. When a child is a ward of the court, the physical and emotional well-being of the child is literally the business of the court. The purpose of this article (Rules 900 et seq.) is to expedite cases affecting the custody of a child, to ensure the coordination of custody matters filed under different statutory Acts, and to focus child custody proceedings on the best interests of the child, while protecting the rights of other parties to the proceedings.

Rule 923 requires that in a *child custody proceeding*², a case management conference must occur not later than 90 days after service of the petition or complaint is obtained. The initial conference shall address *parenting education*³.

Rule 924 mandates that each circuit or county establish its own program with the only requirements being that the program is at least four hours long and covers the subjects of visitation and custody, and their impact on children:

Rule 924. Parenting education requirement

(a) *Program*. Each circuit or county shall create or approve a parenting education program consisting of at least four hours covering the subjects of visitation and custody and their impact on children.

(b) *Mandatory Attendance*. Except when excused by the court for good cause shown, all parties shall be required to attend and complete an approved parenting education program as soon as possible, but not later than 60 days after an initial case management conference. In the case of a default or lack of jurisdiction over the respondent, only the petitioning party is required to attend but if the respondent later enters an appearance or participates in post-judgment proceedings, then the party who has not attended the program shall attend. The court shall not excuse attendance unless the reason is documented in the record and a finding is made that excusing one or both parents from attendance is in the best interests of the child.

(c) *Sanctions*. The court may impose sanctions on any party willfully failing to complete the program.

Pursuant to Illinois Supreme Court Rule 924, the Circuit Court of Cook County enacted Circuit Court Rule 13.4(f) which sets forth the Court's parenting education program:

13.4(f) Parenting Education Program

A parenting education program will be available to protect the child(ren)'s best interest pursuant to Section 404.1 of the Illinois Marriage and Dissolution of Marriage Act and Illinois Supreme Court Rule 924. The Program shall be called FOCUS ON CHILDREN.

(i) Program attendance shall be in accordance with Illinois Supreme Court Rule 924.

(ii) The program may be divided into sessions, which in the aggregate shall not exceed four (4) hours in duration. A certificate shall be issued in the name of the attendee upon completion and shall be filed with the Clerk of the Court.

(iii) The program shall be educational in nature and not designed for individual therapy.

(iv) Where a parent resides outside the State of Illinois, the court may accept evidence of attendance at a similar parenting education program offered by any court of competent jurisdiction in that state, in lieu of his/her attendance at the FOCUS ON CHILDREN program.

²Illinois Supreme Court Rule 900(b)(1) states in pertinent part as follows: "*Definitions*: For purposes of this article 'child custody proceeding' means an action affecting child custody or visitation. 'Child' means a person who has not attained the age of 18."

³Illinois Supreme Court Rule 923(a)(1) states in pertinent part as follows: "*Parenting Education*: The parents shall show proof of completion of an approved parenting education program as required by Rule 924, provide a fixed schedule for compliance, or show cause to excuse compliance."

(v) Each person shall pay a fee before registering for the educational sessions. The standard fee shall be established by the Presiding Judge of the Domestic Relations Division by General Order and shall be paid to the Clerk of the Court upon court order. The fee shall be waived for parties represented by civil legal service providers in accordance with 735 ILCS 5/5-105.5.

(vi) The standard fee also may be reduced or waived for persons whose income from all sources is 125 percent or less of the current official federal poverty income guidelines. All persons requesting such relief shall apply to the judge to whom the case is assigned or to the Presiding Judge of the Domestic Relations Division before assignment and shall execute the appropriate form provided by the Clerk of the Court.

(vii) Persons registered for a session who do not attend or complete that session and who do not cancel their registration at least twenty-four (24) hours in advance shall be required to re-register and may be required to pay an additional full fee.

The Illinois Marriage and Dissolution of Marriage Act also contains a section addressing the importance of parenting education. The Act encourages judges to order parties in cases involving children to attend a parenting education program if the court believes it would be in the best interests of the *children*⁴.

In 2011, pursuant to Circuit Court Rule 13.4(e)(xx), the presiding judge of the Domestic Relations Division, convened a newly formed Family Mediation Advisory Committee to evaluate and assess the current state of Marriage and Family Counseling Service. The Committee's priority was to review MFCS's Focus on Children program. The Committee determined that an online parenting education program could relieve some of the strain placed on the program as a result of the Illinois Supreme Court 900 series.

Since the enactment of Illinois Supreme Court Rule 924 in 2006, the number of litigants being ordered to attend Focus on Children has increased by more than forty percent. In the Marriage and Family Counseling Service's annual report to the Illinois Supreme Court for 2011, it reported that 4,873 individuals attended the Focus on Children program. While the demand for Focus on Children has increased, the number of facilitators available to present the program has not increased. Currently, MFCS only has nineteen mediators who facilitate the class. However, their primary duties involve mediating cases and handling any emergency interventions that the court sends to them. Also, the Focus on Children class is only offered during the week and not during the weekends. Therefore, many litigants have to either take off work or simply cannot attend the program due to its limited availability. Parties are already waiting several months before they can attend a class. This creates an unacceptable delay in parties being able to conclude their case and increases the likelihood that additional conflicts will arise.

Research shows that parenting education programs are more effective the earlier people take it in the dissolution/separation process. The mediators at Marriage and Family Counseling Service have found that

⁴ Section 404.1 of the Illinois Marriage and Dissolution of Marriage Act [750 ILCS 5/404.1] states in pertinent part as follows:

Section 404.1. Educational program—Effects of dissolution of marriage on the children

- (a) In an action for dissolution of marriage involving minor children, or in a post-judgment proceeding involving minor children, the court may on its own motion order the parties, excluding the minor children, to attend an educational program concerning the effects of dissolution of marriage on the children, if the court finds that it would be in the best interests of the minor children. The program may be divided into sessions, which in the aggregate shall not exceed 4 hours in duration. The program shall be educational in nature and not designed for individual therapy.
- (b) The facts adduced at any educational session resulting from a referral under this Section shall not be considered in the adjudication of a pending or subsequent action, nor shall any report resulting from such educational session become part of the record of the case unless the parties have stipulated in writing to the contrary.
- (c) The fees or costs of educational sessions under this Section shall be borne by the parties and may be assessed by the court as it deems equitable.

mediation often works best when parents have first taken the Focus on Children class due to the important information they learn. Since, at this time, all parents, conflictual or not, are mandated to take the Focus on Children program, it can become difficult to get parents who are also ordered to participate in mediation into the Focus class prior to their first scheduled mediation. It is thought that parents who are not conflictual (i.e., have never been ordered to mediation or for an emergency intervention) might be able to obtain information similar to what is taught in the Focus class from an online program. Having low conflict parties use the online program would result in creating more openings in the Focus program for the high-conflict parents who would greatly benefit from taking the class prior to their mediation.

An online parenting education course would resolve several issues that the Circuit Court is currently facing with its parenting education program. The online program would be accessible to litigants earlier on in the process since an order would not be required for the litigants to take the program. Offering an online alternative would also relieve some of the burden facing Focus on Children. The Circuit Court Rules would allow low-conflict litigants to use the online program. That in turn would free up space for high-conflict litigants to expeditiously enroll in the Focus program. Also, an online program would save litigants time spent on travel as well as save money on transportation and parking fees. Furthermore, today almost half of the circuit courts in Illinois have already implemented some type of online parenting education program, clearly underscoring a trend towards offering these programs online.

2.3 Scope of Work

A. Required Program Standards

- The proposed program must be an online interactive program.
- The proposer must provide evidence that its program is currently being used by courts in multiple jurisdictions.
- The program must be research-based.
- The program shall be a minimum of four hours in length.
- The proposer shall require users to complete an evaluation form to be approved by Marriage and Family Counseling Service. The data from the forms shall be collected and presented quarterly to Marriage and Family Counseling Service. Marriage and Family Counseling Service will oversee the implementation of the online program.
- Marriage and Family Counseling Service will do periodic evaluations of the program to ensure the program continues to operate at the same level of high quality and standards that were initially set out in this proposal.
- Any complaints about the program shall be directed to Marriage and Family Counseling Service.
- The proposer shall offer a certificate of completion upon the participant's completion of the program. The proposer shall be able to email the certificate directly to the Clerk of the Court's office.
- The proposer shall be responsible for any necessary marketing of the online program, including creating flyers or leaflets that can be passed out by the Clerk's office that describe the program and provides a step-by-step process of how to use the program. All marketing materials are subject to prior approval from the Court.
- The program shall be open to monitoring by representatives of the court upon their request.
- The proposer shall describe in detail its ability to provide a program that addresses the needs of families going through dissolution and separation proceedings.
- The program shall be inclusive of the diverse types of families in Cook County's community.
- Users shall be able to access the program twenty-four hours a day/seven days a week.

- The proposer's program shall, at the least, be available in both English and Spanish.
- The proposer shall consider translating the program into additional languages if requested by the County.
- The proposer shall offer technical support seven days a week, and the user shall receive a response within 24 hours of requesting assistance.
- The proposer must have at the minimum one technical support staff member that is bilingual in Spanish and will be available at least five days a week to answer questions from Spanish-speaking individuals.
- The proposer's program shall not allow a user to fast forward through any section of the program.
- The program shall allow users to log in and out during their use of the program.
- When users log back into the program, they shall be able to return to the section they logged out of without having to restart the program.
- The proposer's program shall log out the user if the program is idle for more than thirty minutes.
- The proposer's program shall be easy to navigate.

B. Program Course Fees

- After the user has paid the course fee or if the user's course fee has been waived, the program shall at a minimum allow the user 30 days to access and complete the program.
- The proposer will be responsible for collecting course fees from users.
- The proposer will rebate 10% of the collected course fees to the Circuit Court of Cook County for administration of the program, at a minimum on a quarterly basis.
- The program shall allow the user to pay the course fee by credit or debit card.
- The proposer shall provide an unlimited number of fee waivers as ordered by the Court, which shall be based on the guidelines determined by the Circuit Court for waiving court fees. If the ratio of fee waivers to paid users is unacceptable to proposer after a year of the program's implementation in Cook County, the proposer may at that time request to negotiate the number of waivers allowed.
- The proposer will accept the fee waivers either by fax, email or regular mail. Upon receiving the fee waiver, the proposer will issue a passcode to the applicable party in order for that party to access the program for free.
- The proposer shall offer users additional time beyond 30 days to complete the program at no additional cost under certain circumstances and guidelines per the discretion of the proposer.
- The proposer shall offer users who complete the program the option to receive at no additional cost email reminders that reinforce the information and skills learned during the program and the ability to enter the website to refresh information.

C. Program's Content/Format

- The program content shall be nondenominational and shall not be a faith-based program.
- Proposer shall demonstrate its ability to customize the program so that it conforms to State, County, local, court rules and statutes.
- The proposer shall provide links to local County and State agencies, and provide additional information covering topics such as domestic violence.
- The proposer's program shall utilize a skills-based approach.
- The proposer's program shall offer downloadable materials that the user may access and that are written at a 6th grade reading level.

- To ensure that the user is reading and digesting the program's downloadable material, the proposer shall require the user to complete a test(s) covering said material to ensure that the user is digesting the information contained in the downloadable materials.
- The program shall provide information regarding the legal process and mediation.
- The program shall offer vignettes that demonstrate examples of bad and good parenting skills.
- The program shall hold the user accountable by having them sign/**check off a perjury statement.**
- The program must quiz/test users after each section of the program and only allow users to continue through the program after receiving a certain percentage of correct scores.
- The program must offer a final test covering the entire program prior to allowing user to obtain a certificate of completion.

D. Proposer's Qualifications

- Proposer should indicate if they are a 501(c)(3) not-for-profit organization.
- Proposer shall state how it plans to maintain a program of high quality in terms of knowledge and experience.
- Proposer shall state how it is qualified to provide online parenting education classes, including but not limited to: 1) how the proposer is qualified in web design; and 2) how the proposer is qualified in parenting education.
- Proposer shall include a mission statement.
- At least one staff member who will be responsible for the program's implementation in Cook County shall have obtained a post-graduate degree in the area of psychology from an accredited university.
- Proposer shall not have a criminal record and shall not be delinquent in child support payments. If the proposer is an organization, all staff members who will be responsible for the program's implementation in Cook County shall not have a criminal record and shall not be delinquent in child support payments.
- Proposer shall disclose: 1) all lawsuits related to the proposed program; and 2) all lawsuits involving acts against children that they or their agent(s) have been involved in as a named party or otherwise. Proposer shall provide a detailed summary of the disclosed lawsuit(s) including but not limited to: where the lawsuit was filed, the alleged claims and defenses, damages awarded/requested, detailed description of the nature of proposer's involvement/participation in the lawsuit, the current status of the lawsuit, outcome of the case (if applicable), case number, and whether the case is state or federal.
- Proposer shall include a list of all current clients.

2.4 Key Personnel

The proposer must identify the key personnel that will be committed to the project. The Chief Procurement Officer reserves the right to reject any key personnel proposed if it is determined in the County's best interest. All key personnel must be committed to the project without competing priorities. The evaluation of proposals includes the qualifications of the personnel proposed; therefore, proposers will name key personnel as part of their proposal. Key Personnel must not be replaced during the project without the approval of the Chief Procurement Officer.

3 INSTRUCTIONS TO PROPOSERS

3.1 Instructions

This RFP provides potential proposers with sufficient information to enable them to prepare and submit proposals. This RFP also contains the instructions governing the submittal of a proposal and the materials to be included therein, including the County requirements, which must be met to be eligible for consideration. All proposals must be complete as to the information requested in this RFP in order to be considered responsive and eligible for award. Proposers providing insufficient details will be deemed non-responsive. The County is not obligated, either to purchase the full services or the products proposed by the proposer, nor to enter into an agreement with any one proposer.

3.2 Availability of Documents

The County will publish their competitive bid, RFP, and other procurement notices, as well as award information, at: <http://legacy.cookcountygov.com/purchasing/proposals.html>.

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

Any proposers receiving a copy of procurement documents from a bid referral service and/or other third party are solely responsible for ensuring that they have received all necessary procurement documentation, including amendments and schedules. The County is not responsible for ensuring that all or any procurement documentation is received by any proposer that is not appropriately registered with the County.

3.3 Pre-Proposal Conference

The County will hold a Pre-Proposal conference on the date, time and location indicated below. Representatives of the County will be present to answer any questions regarding the services requested or proposal procedures. Prospective Proposers will respond to the contact person listed on the front cover of the RFP at least one day prior to the Pre-Proposal Conference to confirm participation and number of representatives attending the meeting. A maximum of 2 representatives from each firm may attend the pre-proposal conference.

Attendees are encouraged to bring a copy of the RFP to the Pre-Proposal conference.

Date: June 15, 2012
Time: 2 PM
Location: 118 N. Clark Street, Room 1018
Chicago, IL 60602

3.4 Special Access to the Pre-Proposal Conference

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

3.5 Clarifications

Questions regarding this RFP will be submitted in writing to the contact person listed on the cover page of this RFP no later than **10 AM on June 21, 2012**.

3.6 Delivery of Proposal Package

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

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

3.7 Uniformity

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

3.8 Proposal Material

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

3.9 Addenda

Should any proposer have questions concerning conditions and specifications, or find discrepancies in or omissions in the specifications, or be in doubt as to their meaning, they should notify the Office of the Chief Procurement Officer no later than **10 AM on June 21, 2012** to obtain clarification prior to submitting a Proposal. Such inquiries must reference the proposal due date and the County RFP number.

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

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

3.10 Proposer's Responsibility for Services Proposed

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

3.11 Errors and Omissions

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

3.12 RFP Interpretation

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

3.13 Confidentiality and Response Cost and Ownership

From the date of issuance of the RFP until the due date, the Proposer must not make available or discuss its Proposal, or any part thereof, with any employee or agent of the County. The Proposer is hereby warned that any part of its Proposal or any other material marked as confidential, proprietary, or trade secret, can only be protected to the extent permitted by Illinois Statutes.

3.14 Use of Subcontractors

The Proposer's response must include a description of which portion(s) of the work will be subcontracted out, the names and addresses of potential Subcontractors and the expected amount of money each will receive under the Contract. The County reserves the right to accept or reject any subcontractor if in the County's sole opinion it is in the best interest of the County.

3.15 MBE/WBE Participation Goals

Consistent with Cook County, Illinois Code of Ordinances (Article IV, Section 34-267 through 272), the County has established a goal that MBE/WBE firms retained as subcontractors receive a minimum of 0% of the overall estimated expenditures for this procurement. In an effort to continue to promote and expand the participation of certified MBE/WBE firms, the proposer shall make good faith efforts to utilize MBE/WBE certified firms as subcontractors. In its response, a proposer shall state the name(s) of the minority and women subcontractor(s) and the level of participation proposed for each firm to be awarded a subcontract.

3.16 Proposer's Disclosure and Conflict of Interest

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

3.17 Cook County RFP Format

All proposers will use this solicitation format for submitting their proposal. Variations or exceptions from the specifications and general conditions should be submitted in writing. Such variations or exceptions may be considered in evaluating the offers received. Any exception taken must be noted in the space provided within this solicitation. Failure to comply with this requirement may cause a proposer's proposal to be considered "nonresponsive."

3.18 Pricing

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

3.19 Period of Firm Proposal

Prices for the proposed service must be kept firm for at least one hundred and twenty (120) days after the last time specified for submission of Proposals. Firm Proposals for periods of less than this number of days may be considered non-responsive. The Proposer may specify a longer period of firm price than indicated here. If no period is indicated by the Proposer in the Proposal, the price will be firm until written notice to the contrary is received from the Proposer, unless otherwise specified in this RFP.

3.20 Awards

The County may, at its discretion evaluate all responsive Proposals. The County reserves the right to make the award on an all or partial basis or split the award to multiple Proposers based on the lowest responsible proposers meeting the specifications, terms and conditions. If a split award impacts the outcome of the project it must be so stated in the proposal.

3.21 Cook County Rights

The County reserves the right to reject any and all offers, to waive any informality in the offers and, unless otherwise specified by the Proposer, to accept any item in the offer. The County also reserves the right to accept or reject all or part of your Proposal, in any combination that is economically advantageous to the County.

3.22 Alteration/Modification of Original Documents

The Proposer certifies that no alterations or modifications have been made to the original content of this Bid/RFP or other procurement documents (either text or graphics and whether transmitted electronically or hard copy in preparing this proposal). Any alternates or exceptions (whether to products, services, terms, conditions, or other procurement document subject matter) are apparent and clearly noted in the offered proposal. Proposer understands that failure to comply with this requirement may result in the proposal being disqualified and, if determined to be a deliberate attempt to misrepresent the proposal, may be considered as sufficient basis to suspend or debar the submitting party from future County Bid and RFP procurement opportunities.

3.23 Recycling

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

are manufactured utilizing recycled materials, identify the percentage composition and nature of the recycled content within.

4 EVALUATION AND SELECTION PROCESS

4.1 Responsiveness Review

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

4.2 Acceptance of Proposals

Chief Procurement Officer reserves the right to reject any or all Proposals or any part thereof, to waive informalities, and to accept the Proposal deemed most favorable to the County.

4.3 Evaluation Process

An evaluation committee comprised of the County personnel will evaluate all responsive proposals in accordance with the evaluation criteria detailed below.

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

4.3.1 Proposer Presentations

The County reserves the right to, but is not obligated to, request and require that each Proposer provide a formal presentation of its Proposal at a date and time to be determined. If required by the County, it is anticipated that such presentation will not exceed four (4) hours. No Proposer will be entitled to present during, or otherwise receive any information regarding, any presentation of any other Proposer.

4.3.2 Right to Inspect

The County reserves the right to inspect and investigate thoroughly the establishment, facilities, equipment, business reputation, and other qualification of the Proposer and any proposed subcontractors and to reject any Proposal regardless of price if it shall be administratively determined that in the County's sole discretion the Proposer is deficient in any of the essentials necessary to assure acceptable standards of performance. The County reserves the right to continue this inspection procedure throughout the life of the Contract that may arise from this RFP.

4.3.3 Best and Final Offer

The County reserves the right to request a Best and Final Offer from finalist Proposer(s), if it deems such an approach necessary. In general, the Best and Final Offer will consist of updated costs as well as answers to specific questions that were identified during the evaluation of Proposals.

If the County chooses to invoke this option, Proposals will be re-evaluated by incorporating the information requested in the Best and Final Offer document, including costs, and answers to specific questions presented in the document. The specific format for the Best and Final Offer would be determined during evaluation discussions. Turnaround time for responding to a Best and Final Offers document is usually brief (i.e., five (5) business days).

4.4 Selection Process

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

5 EVALUATION CRITERIA

5.1 Responsiveness of Proposal

Proposer is compliant with all the submission requirements of the RFP.

5.2 Technical Proposal

Proposals will be reviewed and selected based on the following criteria:

1. Qualifications and experience for the Proposer to successfully perform the services for the County, as evidenced by the successful implementation of similar programs in large complex public organizations preferably. County government and municipalities
2. Qualifications and experience of the proposed key personnel as evidenced by relevant experience.
3. Quality of the proposed program plan, including implementation schedule and understanding of the Circuit Court of Cook County's Online Parenting Education Program goals.
4. Level, quality, and relevancy of proposed participation by certified MBE/WBE firms.
5. Financial stability of the Proposer.

5.3 Price Proposal

Price will be evaluated separately for overall reasonableness.

6 SUBMISSION OF PROPOSAL

6.1 Instructions for Submission

6.1.1 Number of Copies

Proposers are required to submit one (1) original and (2) copies no later than the time and date indicated in the RFP. Proposers should also submit two (2) electronic copy of the proposal on CD/DVD or flash drive. The original should be clearly marked "original."

6.1.2 Time for Submission

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

6.1.3 Format

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

6.1.4 Complete Submission

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

6.1.5 Packaging and Labeling

The outside wrapping/envelope shall clearly indicate the RFP Title and date and time for submission. It shall also indicate the name of the proposer. The Price Proposal shall be submitted in a separate sealed envelope. The envelope shall clearly identify the content as "Price Proposal". All other submission requirements shall be included with the Technical Proposal.

6.1.6 Timely Delivery of Proposals

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

6.1.7 Late Proposals

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

6.1.8 Schedule of Revisions to RFP Schedule

Should the Proposer consider that changes in the County's RFP schedule are required; the Proposer shall submit a revised summary schedule with an explanation for the revision for the County's review. The County will be under no obligation to accept revised schedules.

6.2 Submission Requirements

6.2.1 Cover Letter

The cover letter shall be signed by an authorized representative of the Proposer. The letter shall indicate the Proposer's commitment to provide the services proposed at the price and schedule proposed.

6.2.2 Executive Summary

The executive summary should include a brief overview of the Absence Management Administration Services and the key personnel who will be responsible for the services to be provided. The Summary

shall also identify the members of the team that comprise the Proposer. Indicate the organizational relationship of the team members and include an organization chart for the project.

6.2.3 Qualifications of the Proposer

Include a brief description of the organization's track record, including history, number of employees, number of years in business, and a list of projects relevant to this RFP. Provide a list of references where relevant projects were implemented. Include the name of the contact person, name of the organization, project dollar value, address, telephone number and email address. Please provide at least three (3) references, preferably with municipal government projects. In addition, for each firm included in the proposal provide at least three (3) references with relevancy to the project scope.

6.2.4 Propose Plan of Action, Implementation and Solution

Provide a detailed proposed plan of action indicating how all requirements will be met and the methodology proposed recommendations and implementation plan to successfully meet the goals of the County. In addition, the proposed plan of action shall include key milestones, staff & schedule, and ability to deliver value with a solution evidenced by cost savings.

6.2.5 Key Personnel

Provide a chronological resume for each of the key personnel proposed. Each key personnel shall have three (3) references. In addition, provide the time commitment for each key personnel. Indicate the level of their commitment to other projects if any.

6.2.6 Subcontracting or Teaming

The proposer may be comprised of one (1) or more firms as to assure the overall success of the project. The firm shall identify each team member and specify their role. The Chief Procurement Officer reserves the right to accept or reject any of the team members if in the Chief Procurement Officer's sole opinion replacement of the team member, based on skills and knowledge, is in the best interest of the County.

6.2.7 MBE/WBE Participation

For each MBE/WBE certified firm proposed, provide the name of the MBE/WBE firm(s), level of participation, the role that the subcontractor(s) will perform, the type of services that it will provide, and a brief background and resumes of proposed personnel proposed. The County may only award a contract to a responsible and responsive proposer. In the event that the proposer does not meet the MBE/WBE participation goal stated by the County for this procurement, the proposer must nonetheless demonstrate that it undertook good faith efforts to satisfy the participation goal. Evidence of such efforts may include, but shall not be limited to, documentation demonstrating that the proposer made attempts to identify, contact, and solicit viable MBE/WBE firms for the services required, that certain MBE/WBE firms did not respond or declined to submit proposals for the work, or any other documentation that helps demonstrate good faith efforts. Failure by the proposer to provide the required documentation or otherwise demonstrate good faith efforts will be taken into consideration by the County in its evaluation of the proposer's responsibility and responsiveness.

6.2.8 Financial Status

Provide the audited financial statements for the last three fiscal years. Include the letter of opinion, balance sheet, schedules, and related auditor's notes.

6.2.9 Legal Actions

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

6.2.10 Conflict of Interest

Provide information regarding any real or potential conflict of interest. Failure to address any potential conflict of interest upfront may be cause for rejection of the proposal.

6.2.11 Economic Disclosure Statement

Execute and submit the Economic Disclosure Statement ("EDS"). In the event any further clarification is required on any of the information provided, the County reserves the right to make any necessary communication with the Proposer for such purpose. Such communication, if made, may include a deadline by which time any necessary clarifying information must be submitted.

6.2.12 Contract

The Contract is provided for information only. Execution of the Contract is not required at the time the proposal is submitted. In the event you disagree with the Contract provisions, submit any exceptions to the standard contract and include the rationale for taking the exception. If you are proposing alternate language, please include the language for consideration.

6.2.13 Other

Submit any information the Proposer deems pertinent to demonstrate its qualifications to perform the services being requested such as memberships in any professional associations.

7 Appendix I Pricing Proposal Form

Proposers are required to submit the attached pricing proposal in a separate sealed envelope from the technical proposal. In addition, include a breakdown of personnel rate card and the number and level of staffing for each task.

The pricing proposal must be submitted in form of hard copy and electronic format.

If your company has specific, unique and/or innovative ideas to implement this system that are outside of the parameters defined on the pricing proposal, please provide your firm's recommendations on a separate sheet.

PARENTING COURSE FEES

On the indicated lines, please provide your fee per class participant and total proposed fees for each year by multiplying the estimated number of online class participants by the proposed class fee per participant.

FEES			
	Year 1	Year 2	Year 3
A) Estimated Annual Program Volume (# of online class participants)	2,000	2,500	3,000
B) Proposed Online Class Fee Per Participant	\$ _____	\$ _____	\$ _____
Subtotal Proposed Fees (A X B)	\$ _____	\$ _____	\$ _____
Rebate to Circuit Court of Cook County for Administration of Program (10% of Subtotal Proposed Fees)	-\$ _____	-\$ _____	-\$ _____
Total Proposed Fees (Net of 10% Rebate)	\$ _____	\$ _____	\$ _____

Note: The County makes no guarantee that the services identified in this RFP will be required as of the dates or in the quantities indicated.

Travel Expenses

No travel expenses are allowed.

Renewal Options

The County desires an option to renew the Contract that may result from this RFP. The County reserves the right to renew the Contract based on continuing need and favorable market conditions, when in the best interest of the County. As a term of proposing in this RFP, please indicate renewal offer(s).

8 Appendix II Insurance Requirements

Cook County Insurance Requirements

Waiver of Subrogation and Insurance Requirements

Subrogation and Waiver

The Vendor shall require all policies of insurance that are in any way related to the work to include clauses providing that each underwriter shall waive all of its rights of recovery, under subrogation or otherwise, against Cook County, Board of Commissioners and employees of the County.

The Vendor shall waive all rights of recovery against Cook County, Board of Commissioners and employees of the County which Vendor may have or acquired because of deductible clauses in or inadequacy of limits of any policies of insurance that are in any way related to the work.

Insurance Requirements of the Vendor

Prior to the effective date of this Contract, the Vendor, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Vendor's responsibility for payment of damages resulting from its operations under this Contract. All policies required herein are to be on a primary and non-contributory basis with respect to any insurance or self-insurance programs carried or administered by the County.

The Vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The limits of liability shall be as stated below, unless, prior to the effective date of this Contract, written approval is granted by the Cook County Department of Risk Management for variance from those limits.

Vendor shall require all Subcontractors to provide the insurance required in this Agreement, or Vendor may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Vendor.

Coverages

(a) Workers Compensation Insurance

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

- (1) Employers' Liability coverage with a limit of
\$500,000 each Accident
\$500,000 each Employee
\$500,000 Policy Limit for Disease
- (2) Broad form all states coverage

(b) **Commercial General Liability Insurance**

The Commercial General Liability shall be on an occurrence form basis to cover bodily injury and property damage including loss of use.

General Liability limits shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit for bodily injury and property damage. The General Liability policy shall include, without limitation the following coverages:

- (a) All premises and operations;
- (b) Independent Contractor's Protection Liability;
- (c) Contractual Liability;
- (d) Products/Completed Operations;
- (e) Broad Form Property Damage Liability;
- (f) Cross Liability.

(c) **Commercial Automobile Liability Insurance**

When any motor vehicles are used in connection with the Services to be performed, Vendor shall secure Commercial Automobile Liability Insurance to cover all owned, non-owned and hired automobiles, trucks and trailers. The Commercial Automobile Liability Insurance limits shall not be less than the following:

- (a) Liability - All Autos: Bodily Injury & Property Damage - \$1,000,000 per Occurrence
- (b) Uninsured/Underinsured Motorists: Per Illinois Requirements

Additional requirements

(a) **Additional Insured**

Cook County, its officials, employees and agents shall be named as additional insureds under the Commercial General Liability, and Automobile insurance policies.

(b) **Qualification of Insurers**

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon written consent of the Cook County Department of Risk Management.

(c) **Insurance Notices**

All policies of insurance which may be required under terms of this Contract shall be endorsed to provide that the insurance company shall notify the Office of the Chief Procurement Officer at least 30 days prior to the effective date of any cancellation or modification of such policies. Prior to the date on which Vendor commences performance of its part of the work, Vendor shall furnish to the County certificates of insurance maintained by Vendor. The receipt of any certificate of insurance does not constitute agreement by the County that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with insurance required above.

In no event shall any failure of the County to receive certificates of insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Vendor's obligations to obtain insurance pursuant to these insurance requirements.

9 Appendix III Economic Disclosure Forms

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
Instructions	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1
2	Letter of Intent	EDS 2
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 3
4	Certifications	EDS 4, 5
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 6 – 12
6	Sole Proprietor Signature Page	EDS 13a/b/c
7	Partnership Signature Page	EDS 14/a/b/c
8	Limited Liability Corporation Signature Page	EDS 15a/b/c
9	Corporation Signature Page	EDS 16a/b/c
10	Cook County Signature Page	EDS 17

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications ("Proposer"), and others as required by the Chief Procurement Officer. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

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

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

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

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

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

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

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

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

"Lobbyist" means any person or entity who lobbies.

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

Sections 1 through 3: MBE/WBE Documentation. Sections 1 and 2 must be completed in order to satisfy the requirements of the County's MBE/WBE Ordinance, as set forth in the Contract Documents, if applicable. If the Undersigned believes a waiver is appropriate and necessary, Section 3, the Petition for Waiver of MBE/WBE Participation must be completed.

Section 4: Certifications. Section 4 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 5: Economic and Other Disclosures Statement. Section 5 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Sections 6, 7, 8, 9: Execution Forms. The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; Section 8 is the form for a Limited Liability Corporation, and Section 9 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required.

Required Updates. The information provided in this EDS will be kept current. In the event of any change in any information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Undersigned will supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is requested.

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

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 the General Conditions.

I. **BIDDER/PROPOSER 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 Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available 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 performance of the Contract. (If so, complete Sections II and III).

II.

☐

Direct Participation of MBE/WBE Firms

☐

Indirect Participation of MBE/WBE Firms

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

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

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

*Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: _____

Certifying Agency: _____

Address: _____

Certification Expiration Date: _____

City/State: _____ Zip _____

FEIN #: _____

Phone: _____ Fax: _____

Contact Person: _____

Email: _____

Contract #: _____

Participation: ☐ Direct ☐ Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

☐ No ☐ Yes – Please attach explanation. Proposed Subcontractor: _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

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

(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer'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.

Signature (M/WBE)

Signature (Prime Bidder/Proposer)

Print Name

Print Name

Firm Name

Firm Name

Date

Date

Subscribed and sworn before me

Subscribed and sworn before me

this ____ day of _____, 20 ____.

this ____ day of _____, 20 ____.

Notary Public _____

Notary Public _____

SEAL

SEAL

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

A. BIDDER/PROPOSER HEREBY REQUESTS:

☐

FULL MBE WAIVER

☐

FULL WBE WAIVER

☐

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

_____ % of Reduction for MBE Participation

_____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.

☐

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

☐

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

☐

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

☐

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

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

☐

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

☐

(2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. (Please attach)

☐

(3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services. (Please attach)

☐

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

☐

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

D. OTHER RELEVANT INFORMATION

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

CERTIFICATIONS (SECTION 4)

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned will provide a drug free workplace, as required by Public Act 86-1459 (30 ILCS 580/2-11).

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

G. MACBRIDE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132

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

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

The Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is determined from time to time by, and is available from, the Chief Financial Officer of the County.

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

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

REQUIRED DISCLOSURES (SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name

Address

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

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

- a) Is Bidder a "Local Business" as defined above?

Yes: _____ No: _____

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

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

Yes: _____ No: _____

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

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

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-8) and complete the following, based upon the definitions and other information included in such Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX
NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

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

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 a County Privilege. When Delinquent Child Support Exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

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

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

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

All Applicants/Substantial Owners are required to complete this affidavit and comply with the Child Support Enforcement Ordinance before any privilege is granted. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

Privilege Information:

County Privilege: _____

County Department: _____

Applicant Information:

Last name: _____ First Name: _____ MI: _____

SS# (Last Four Digits): _____ Date of Birth: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Home Phone: (____) _____ - _____ Drivers License No: _____

Child Support Obligation Information:

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

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

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

Signature: _____ Date: _____

Subscribed and sworn to before me this _____ day of _____, 20_____

X _____

Notary Public Signature

Notary Seal

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

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

Identifying Information:

Name _____ D/B/A: _____ EIN NO.: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Phone No.: _____

Form of Legal Entity:

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

☐ Business Trust ☐ Estate ☐ Association ☐ Joint Venture

☐ Other (describe) _____

Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder
------	---------	---

_____	_____	_____
_____	_____	_____
_____	_____	_____

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
-----------------------	-------------------	---------------------

_____	_____	_____
_____	_____	_____
_____	_____	_____

3. Is the Applicant constructively controlled by another person or Legal Entity? [] Yes [] No

If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
------	---------	-----------------------------------	--------------

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

Declaration (check the applicable box):

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

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

Title

Signature

Date

E-mail address

Phone Number

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

My commission expires:

X _____
Notary Public Signature

Notary Seal



COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040

CHICAGO, ILLINOIS 60602

312/603-4304

312/603-9988 FAX 312/603-1011 TT/TDD

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

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

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

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304. *Note:* A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at: http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf

DEFINITIONS:

"Calendar year" means January 1 to December 31 of each year.

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

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

- | | | |
|-----------|-------------------|----------------|
| ▪ Parent | ▪ Grandparent | ▪ Stepfather |
| ▪ Child | ▪ Grandchild | ▪ Stepmother |
| ▪ Brother | ▪ Father-in-law | ▪ Stepson |
| ▪ Sister | ▪ Mother-in-law | ▪ Stepdaughter |
| ▪ Aunt | ▪ Son-in-law | ▪ Stepbrother |
| ▪ Uncle | ▪ Daughter-in-law | ▪ Stepsister |
| ▪ Niece | ▪ Brother-in-law | ▪ Half-brother |
| ▪ Nephew | ▪ Sister-in-law | ▪ Half-sister |

"Person" means any individual, entity, corporation, partnership, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, and whether or not operated for profit.

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

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

Name of Owner/Employee: _____ Title: _____

Business Entity Name: _____ Phone: _____

Business Entity Address: _____

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

Owner/Employee Name:	Related to:	Relationship:
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

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

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

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

Owner/Employee's Signature

Date

Subscribe and sworn before me this _____ Day of _____, 20____

a Notary Public in and for _____ County

(Signature)

NOTARY PUBLIC
SEAL

My Commission expires _____

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

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

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

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

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

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

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

* Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.

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

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

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

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20__.

My commission expires:

X _____
Notary Public Signature

Notary Seal

* **Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.**

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

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

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

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

* Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.

SIGNATURE BY A LIMITED LIABILITY CORPORATION
(SECTION 8)

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ * CORPORATE FILE NUMBER: _____

MANAGING MEMBER: _____ MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed and sworn to before me this

_____ day of _____, 20_____.

X _____

Notary Public Signature

Notary Seal

* If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

** Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.

SIGNATURE BY A LIMITED LIABILITY CORPORATION
(SECTION 8)

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ * CORPORATE FILE NUMBER: _____

MANAGING MEMBER: _____ MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed and sworn to before me this

_____ day of _____, 20_____.

X _____
Notary Public Signature

Notary Seal

* If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

** Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.

SIGNATURE BY A LIMITED LIABILITY CORPORATION
(SECTION 8)

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ * CORPORATE FILE NUMBER: _____

MANAGING MEMBER: _____ MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed and sworn to before me this

_____ day of _____, 20_____.

X _____
Notary Public Signature

Notary Seal

* If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

** Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.

SIGNATURE BY A CORPORATION
(SECTION 9)

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ *IL CORPORATE FILE NUMBER: _____

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: _____ VICE PRESIDENT: _____

SECRETARY: _____ TREASURER: _____

****SIGNATURE OF PRESIDENT:** _____

ATTEST: _____ (CORPORATE SECRETARY)

Subscribed and sworn to before me this

_____ day of _____, 20____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

* If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

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

SIGNATURE BY A CORPORATION
(SECTION 9)

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ *IL CORPORATE FILE NUMBER: _____

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: _____ VICE PRESIDENT: _____

SECRETARY: _____ TREASURER: _____

****SIGNATURE OF PRESIDENT:** _____

ATTEST: _____ (CORPORATE SECRETARY)

Subscribed and sworn to before me this

_____ day of _____, 20____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

* If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

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

SIGNATURE BY A CORPORATION
(SECTION 9)

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ *IL CORPORATE FILE NUMBER: _____

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: _____ VICE PRESIDENT: _____

SECRETARY: _____ TREASURER: _____

****SIGNATURE OF PRESIDENT:** _____

ATTEST: _____ (CORPORATE SECRETARY)

Subscribed and sworn to before me this

_____ day of _____, 20____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

* If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

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

COOK COUNTY SIGNATURE PAGE
(SECTION 10)

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

PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS _____ DAY OF _____, 20____.

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

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

OR

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

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

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

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

**10 Appendix IV Cook County Contract Agreement
(For Information Only)**

PROFESSIONAL SERVICES AGREEMENT

BETWEEN



COOK COUNTY GOVERNMENT

AND

PROFESSIONAL SERVICES AGREEMENT

TABLE OF CONTENTS

TERMS AND CONDITIONS	1
ARTICLE 1) INCORPORATION OF BACKGROUND	1
ARTICLE 2) DEFINITIONS.....	1
a) Definitions.....	1
b) Interpretation.....	2
c) Incorporation of Exhibits	3
ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT	3
a) Scope of Services	3
b) Deliverables	3
c) Standard of Performance.....	3
d) Personnel.....	4
e) Minority and Women's Business Enterprises Commitment	5
f) Insurance	5
g) Indemnification	7
h) Confidentiality and Ownership of Documents	8
i) Patents, Copyrights and Licenses	8
j) Examination of Records and Audits	9
k) Subcontract Subcontracting or Assignment of Contract or Contract Funds.....	10
ARTICLE 4) TERM OF PERFORMANCE.....	11
a) Term of Performance	11
b) Timeliness of Performance	11
c) Agreement Extension Option.....	11
ARTICLE 5) COMPENSATION	11
a) Basis of Payment.....	11
b) Method of Payment.....	11
c) Funding	12
d) Non-Appropriation.....	12
e) Taxes	12
f) Price Reduction.....	12
g) Contractor Credits.....	13
ARTICLE 6) DISPUTES	13
ARTICLE 7) COMPLIANCE WITH ALL LAWS	13
ARTICLE 8) SPECIAL CONDITIONS	14
a) Warranties and Representations.....	14
b) Ethics.....	14
c) Joint and Several Liability	15

d)	Business Documents	15
e)	Conflicts of Interest.....	15
f)	Non-Liability of Public Officials	16
ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION		
	AND RIGHT TO OFFSET	16
a)	Events of Default Defined	16
b)	Remedies.....	17
c)	Early Termination	19
d)	Suspension	19
e)	Right to Offset.....	20
f.)	Delays	20
g.)	Prepaid Fees.....	20
ARTICLE 10) GENERAL CONDITIONS		21
a)	Entire Agreement	21
b)	Counterparts.....	22
c)	Modifications and Amendments	22
d)	Governing Law and Jurisdiction.....	22
e)	Severability	22
f)	Assigns	23
g)	Cooperation.....	23
h)	Waiver.....	23
i)	Independent Contractor.....	23
j)	Governmental Joint Purchasing Agreement	24
ARTICLE 11) NOTICES.....		24
ARTICLE 12) AUTHORITY		25

Economic Disclosure Statement
Signature Pages

List of Exhibits

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

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and _____, doing business as a(an) _____ of the State of _____ hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Board of Commissioners on the _____ day of _____, 2011, as evidenced by Board Authorization letter attached hereto as EXHIBIT "4".

BACKGROUND

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

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

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

The Background information set forth above is incorporated by reference as if fully set forth here.

ARTICLE 2) DEFINITIONS

a) Definitions

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

"**Additional Services**" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Department require the

approval of the Chief Procurement Officer in a written modification to this Agreement before Consultant is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

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

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

"Department" means the Cook County Using Department.

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

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

b) Interpretation

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

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

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

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

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

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

c) Incorporation of Exhibits

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

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

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) Scope of Services

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

b) Deliverables

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

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

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

c) Standard of Performance

Consultant must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a consultant performing services of a scope and

purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County and with respect to that information, Consultant agrees to be held to the standard of care of a fiduciary.

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

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

d) Personnel

i) Adequate Staffing

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

ii) Key Personnel

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

iii) **Salaries and Wages**

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

e) **Minority and Women's Business Enterprises Commitment**

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

f) **Insurance**

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

i) **Insurance To Be Provided**

(1) Workers Compensation and Employers Liability

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

(2) Commercial General Liability (Primary and Umbrella)

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

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

(3) Automobile Liability (Primary and Umbrella)

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

(4) Professional Liability

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

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

(5) Valuable Papers

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

ii) **Additional Requirements**

(1) Consultant must furnish the County of Cook, Cook County, Office of the Chief Procurement Officer, 118 N, Clark St., Room 1018, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or

renewal date occurring during the term of this Agreement. Consultant must submit evidence of insurance on the County Insurance Certificate Form (copy attached as Exhibit 3) or equivalent prior to Agreement award. The receipt of any certificate does not constitute agreement by the County that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the County to obtain certificates or other insurance evidence from Consultant is not a waiver by the County of any requirements for Consultant to obtain and maintain the specified coverages. Consultant must advise all insurers of the provisions in this Agreement regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the County retains the right to terminate this Agreement or to suspend this Agreement until proper evidence of insurance is provided.

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

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

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

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

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

g) Indemnification

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents,

employees, contractors, subcontractors, licensees or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

h) Confidentiality and Ownership of Documents

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

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

i) Patents, Copyrights and Licenses

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

Contractor agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Contractor's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Contractor shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

j) Examination of Records and Audits

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

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

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

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Contractor carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said

subcontract and any books, documents, records and other data of said related organization that

are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

k) Subcontract Subcontracting or Assignment of Contract or Contract Funds

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

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

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

The County reserves the right to prohibit any person from entering any County facility for any reason. All contractors and subcontractors of the Contractor shall be accountable to the Chief

Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

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

b) Timeliness of Performance

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

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

c) Agreement Extension Option

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

ARTICLE 5) COMPENSATION

a) Basis of Payment

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

b) Method of Payment

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

c) Funding

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

d) Non-Appropriation

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

e) Taxes

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

f) Price Reduction

If at any time after the contract award, Contractor makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section 5.f., Price Reduction, a general price reduction shall include reductions in the effective

price charged by Contractor by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Contractor makes in the price of the Deliverables to its prospective customers generally.

g) Contractor Credits

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

ARTICLE 6) DISPUTES

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

ARTICLE 7) COMPLIANCE WITH ALL LAWS

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

The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

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

- i) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;
- iv) warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and have not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County ;
- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- vi) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1; and
- vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.1 and 9.3.

b) Ethics

- i) In addition to the foregoing warranties and representations, Consultant warrants:

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

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

c) Joint and Several Liability

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

d) Business Documents

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

e) Conflicts of Interest

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

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

iii) Upon the request of the County, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant's past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.

iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

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

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

f) Non-Liability of Public Officials

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

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

a) Events of Default Defined

The following constitute events of default:

i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the County.

- ii) Consultant's material failure to perform any of its obligations under this Agreement including the following:
 - (a) Failure due to a reason or circumstances within Consultant's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;
 - (b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
 - (d) Discontinuance of the Services for reasons within Consultant's reasonable control; and
 - (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- iii) Any change in ownership or control of Consultant without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.
- iv) Consultant's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Consultant acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.
- (v) Failure to comply with Section 7a. in the performance of the Agreement.
- (vi) Consultant's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

b) Remedies

The occurrence of any event of default permits the County, at the County's sole option, to declare Consultant in default. The Chief Procurement Officer may in his sole discretion give Consultant an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Chief Procurement Officer. Whether to declare Consultant in default is within the sole discretion of the Chief Procurement Officer and

neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

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

- i) The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the County would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Consultant under this Section 9.2;
- ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iv) The right to money damages;
- v) The right to withhold all or any part of Consultant's compensation under this Agreement;
- vi) The right to consider Consultant non-responsible in future contracts to be awarded by the County.

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

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise

any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

c) Early Termination

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

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

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

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

d) Suspension

The County may at any time request that Consultant suspend its Services, or any part of them, by giving 15 days prior written notice to Consultant or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed.

Consultant must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Consultant when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Consultant as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

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

e) Right to Offset

i) In connection with performance under this Agreement:

The County may offset any excess costs incurred:

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

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

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

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

f.) Delays

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

g.) Prepaid Fees

In the event this Contract is terminated by either party, for cause or otherwise, and the County has

prepaid for any Deliverables, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) General

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

ii) No Collateral Agreements

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

iii) No Omissions

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

b) Counterparts

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

c) Modifications and Amendments

The parties may 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. Modifications and amendments which individually or cumulatively result in additional cost of greater than 10% or which extend the term of the Contract by more than one (1) year shall not be deemed as authorized without the approval of the Cook County Board of Commissioners. Modifications and amendments which increase cost by up to 10% or which do not extend the term of the Contract by more than one (1) year may only be made with the written approval of the Chief Procurement Officer.

Subject to the foregoing, the Chief Procurement Officer may, by written order, make changes with respect to the dates of delivery and places of performance of the Contract, provided that any such changes shall not increase the Contract price or the time required for Contract performance.

Contractor is hereby notified that, except for modifications and amendments which are made in accordance with this Section 10.c., Modifications and Amendments, no County department or employee thereof has authority to make any modification or amendment to this Contract.

d) Governing Law and Jurisdiction

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

e) Severability

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal,

inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

f) Assigns

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

g) Cooperation

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

h) Waiver

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

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

i) Independent Contractor

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

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

- i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Consultant performing the Services required under this Agreement.
- ii) Consultant is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.
- iii) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Consultant.

j) Governmental Joint Purchasing Agreement

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

ARTICLE 11) NOTICES

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

If to the County:

Chicago, Illinois 60602
Attention: Department Director

and

COOK COUNTY CHIEF PROCUREMENT OFFICER
118 North Clark Street. Room 1018
Chicago, Illinois 60602
(Include County Contract Number on all notices)

If to Consultant:

Attention: _____

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

ARTICLE 12) AUTHORITY

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

EXHIBIT 1

Scope of Services

EXHIBIT 2

Schedule of Compensation

EXHIBIT 3

Evidence of Insurance

EXHIBIT 4

Board Authorization