



REQUEST FOR PROPOSALS

FOR

REVENUE CYCLE SERVICES

**Issued by the
Cook County Bureau of Health Services
November 6, 2007**

Proposals shall be received at:

**Cook County Bureau of Health Services
1900 W. Polk St. Room 123
Chicago, IL 60612
Attention: Thomas J. Glaser, Chief Operating Officer**

**Proposals are due before 12:00 P.M. CST
on Friday, November 30, 2007**

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

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PART I
INSTRUCTIONS TO PROPOSERS

1.01 DEFINITIONS

The following definitions shall apply to this RFP:

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

“Bureau” shall mean the Cook County Bureau of Health Services

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

“Chief Operating Officer” shall mean the Chief Operating Officer of the Bureau of Health Services, or such other persons identified to Contractor as being authorized to act for or on behalf of the County.

“Chief Financial Officer” shall mean the Chief Financial Officer of the Bureau of Health Services

“Contract” shall mean the agreement, if any, which is approved by the Cook County Board of Commissioners between the County and a Contractor for some or all of the Deliverables described in Part II: County Requirements: Special Conditions, of this RFP.

“Contractor” shall mean the individual(s) or business the Bureau, if any, with whom or with which the County enters into a Contract.

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

“Deliverable” or “Solution” shall mean the services, supplies and equipment, or any part or combination thereof, which are proposed to be provided to the County in a Proposal.

“Evaluation Committee” shall mean a committee of individuals chosen by the County to evaluate the Proposals and make recommendations.

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

“Proposer” shall mean the individuals or business entities, if any, submitting a Proposal in response to this RFP.

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

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

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

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

“Using Department” or “Bureau” shall mean the Cook County Bureau of Health Services, which will receive the Deliverables or Solutions if a Contract is entered into as a result of this RFP.

“Bureau RFP Coordinator” shall refer to the individual representing the Bureau for all purposes related to this RFP and to whom all communications and Proposals must be directed. This individual is identified in Section 1.05 of this RFP.

1.02 OVERVIEW OF RFP PROCESS

This Request for Proposals invites Proposals for the provision of contractual services, supplies and/or equipment, or a combination thereof, for the County of Cook, Illinois. Initial Proposals submitted in response to this RFP will undergo an evaluation and, in the County’s discretion, Proposers may be invited to discuss or explain their experience, qualifications and pricing methodologies. After the evaluation of initial Proposals, the County may select a small group of Proposers (“finalists”) on the basis of their qualifications and experience. Finalists shall be invited to perform a detailed assessment of the Bureau’s revenue cycle processes, at no cost to the County and subject to a confidentiality agreement. Following the performance of this detailed assessment, the finalists shall submit a detailed Proposal which identifies the measures proposed to be implemented, the resources Proposer will dedicate to the implementation of these measures potential revenues to be realized from each initiative, the time intervals for the implementation of these measures and shall propose one or more methodologies for the calculation and payment of fees to a Contractor with regard to the proposed services.

At any time during the RFP process, the County may narrow or modify the scope of this RFP. The County may issue Addenda which describe such modifications and may, in its discretion, permit Proposers to submit supplemental or new Proposals in response to these modified requirements.

Any contract which results from this RFP will include a set of negotiated special conditions and will also include a negotiated Fee Schedule. Any resulting contract must include the General Conditions and Certification Execution Pages which are a part of this RFP.

All prospective Proposers must submit a Proposer Registration Form in order to receive any Addenda which are issued prior to the date(s) upon which Proposals are due. Proposers failing to

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submit a Proposer Registration Form shall not be entitled to receive any Addenda and therefore risk elimination if their Proposals do not respond to the County's needs.

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

Initial Proposals must demonstrate Proposer's qualifications and shall provide a set contract fee amount for the anticipated services which will be subject to Board appropriation. Proposals shall indicate the levels of revenues that will be generated as a direct result of Proposer's services.

1.03 PROJECTED RFP TIME SCHEDULE

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

- **November 6, 2007: RFP Available to Proposers.** The RFP will be posted on the County's website November 6, 2007. The RFP may also be picked up at the office of the Bureau RFP Coordinator through November 16, 2007.
- **November 19, 2007: Proposer Conference/Site Tour.** All Proposers shall attend a Proposer Conference/Site Tour on this date. Details are set forth in Section 1.04 of this RFP.
- **November 19, 2007: Proposer Registration Deadline.** Attachment C to this RFP is a Proposer Registration Form. Proposers must complete this form and mail, deliver or fax it to the Bureau RFP Coordinator on or before this date in order to be assured of receiving any Addenda issued by the Bureau relative to this RFP. The County may elect to extend this date, but shall not be required to do so.
- **November 30, 2007: Due Date for Initial Proposals.** Proposals must be delivered to the Bureau by 12:00 p.m., CST, on this date.
- **November 30, 2007: Evaluation of Initial Proposals.** The Bureau will evaluate Proposals and may identify one or more Proposers as finalists and invite them to perform an on-site assessment of the Bureau Operating Units' revenue cycle process and to submit updated Proposals.
- **December 10, 2007: Notifications.** The Bureau may notify Proposers who have been eliminated from consideration and shall notify Proposers who have been selected as Finalists.
- **December 12 – December 14 (to be scheduled):** On site assessments on dates scheduled by the Bureau

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- **December 21, 2007: Submission of Finalist Updated Proposals.** Following the performance of on-site assessments, Finalists shall submit their updated Proposals containing a proposed statement of work and proposed pricing methodology based thereon.
- **January, 2008: Recommendation of Contractor to Board.** The Bureau shall consider the Finalist Proposals and shall recommend to the Board that a contract be entered into with one or more of the Finalists. Any recommendation shall be contingent upon the finalization of Contract documents to the complete satisfaction of the County and to the Board's authorization of Contract execution, in its sole discretion.
- **January, 2008: Board Contract Execution Consideration.** Following finalization of Contract documents to the complete satisfaction of the County, the Board shall be requested to authorize execution of the Contract, which shall be within the Board's sole discretion.

THE COUNTY MAY REVISE OR CANCEL THIS REQUEST FOR PROPOSALS AT ANY TIME PRIOR TO THE EXECUTION OF A CONTRACT.

1.04 PROPOSER CONFERENCES AND SITE TOURS

Proposers shall be required to attend a Proposer Conference, which may include Site Tours, for the purpose of receiving information about the Bureau's operations and needs and/or for the purpose of viewing the conditions under which a Contract may be performed. Failure to attend a Proposer Conference may, in the County's discretion, subject a Proposer to disqualification.

DATE OF PROPOSER CONFERENCE:	NOVEMBER 19, 2007
TIME OF PROPOSER CONFERENCE:	10:00 A.M.
LOCATION OF PROPOSER CONFERENCE:	HEKTOEN BUILDING 627 S. WOOD ST. 1ST FLOOR AUDITORIUM CHICAGO, ILLINOIS 60612
TELEPHONE NUMBER FOR DIRECTIONS:	312-864-0920

Each Proposer may send up to three (3) representatives to a Proposer Conference. Proposer representatives must be directly employed by the Proposer and may not be subcontractors. Prospective subcontractors may send two (2) representatives to a Proposer Conference. Subcontractors are not required to attend the Proposer Conference.

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1.05 BUREAU RFP COORDINATOR

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

Thomas J. Glaser
Chief Operating Officer
Cook County Bureau of Health Services
1900 W. Polk St., Room 123
Chicago, IL 60612-3723
Fax No.: 312-864-9748
E-mail: tglaser@ccbhs.org

1.06 RESTRICTIONS ON CONTACT WITH COUNTY/INQUIRIES

Except for the manner provided in this RFP or pursuant to any pre-existing official County obligations, all communications with the County and its Commissioners, employees and agents with respect to this RFP, including complaints regarding the RFP process, shall be submitted in writing to the Bureau RFP Coordinator. This restriction shall commence upon the issuance of this Request for Proposals and continue through the date the Bureau publicly announces the Proposer(s) it will recommend to the Board. Failure to comply with this provision may result in Proposer disqualification. Inquiries will be consolidated and an Addendum may be issued to registered Proposers responding to some or all of the inquiries received.

1.07 SUBCONTRACTORS

A. Subcontractor Identification and Approval. Proposers must identify proposed Subcontractors in their Proposals. Subcontractors must be qualified to provide the specific Deliverables they are identified by a Proposer to provide under the Contract. The County reserves the right to reject a proposed Subcontractor and to require the Proposer to identify replacement Subcontractor(s).

B. Subcontractor Attendance at Proposer Conference. Firms that attend the Proposer Conference are presumed to be prospective Proposers, unless they identify themselves as a Subcontractor. An organization which clearly fails to possess the minimum Contractor qualifications set forth in Part II of this RFP must identify itself as a Subcontractor at the Proposer Conference. Failure to do so may result in disqualification from serving as a Subcontractor under any Contract which is entered into pursuant to this RFP. Subcontractors are not required to attend the Proposer Conference.

1.08 CONTENTS AND ORGANIZATION OF INITIAL PROPOSALS

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

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- **Section 1: Transmittal Letter.** Proposer shall include a letter of transmittal signed by an individual who is authorized to bind the Proposer contractually. The transmittal letter shall include the name, title, address, telephone number, facsimile number and email address of one individual who shall be the primary contact for the Proposer.
- **Section 2: Proposer's Qualifications and Capabilities.** Proposer shall complete the Proposer Questionnaire included with this RFP as Attachment B and shall supply any information or documentation required by the Proposer Questionnaire. Proposer shall include a summary and a detailed description of its specific experience in providing the types of Services for healthcare systems similar in size, scope and patient demographics which are the subject of this RFP.
- **Section 3: Subcontractor Identification.** Proposer shall identify the Subcontractor(s) it intends to use. Proposer shall identify the Subcontractor's qualifications to provide the proposed subcontracted Deliverables and the quantity of Deliverables the Subcontractor may provide, depending upon negotiations.
- **Section 4: Requested Exceptions to General Conditions.** The County's legal terms, or General Conditions, are included as Part III of this RFP. The County reserves the right to negotiate additional legal terms as it deems appropriate. Proposer shall review these General Conditions and shall submit, with specificity, any requested modifications to these terms with its Proposal. Submission by Proposer of Proposer's standard contract terms or other forms will not be considered requested modifications and will be disregarded by the County for purposes of any subsequent Contract negotiations between the parties. The County shall not be deemed to have accepted any requested modifications by electing to engage a Proposer in negotiations of a possible Contract. Proposer shall be deemed to have accepted any General Condition to which it has not submitted a requested modification.
- **Section 5: Fee Proposal and Pricing Methodology for Revenue Cycle Services.** Proposer shall describe in detail the fee proposal. In addition, the Proposer shall provide methodology as to how they achieved the fee proposal for Revenue Cycle Services. The County requests that the proposed fees are based upon and tied to specific deliverables.

1.09 SUBMISSION OF INITIAL PROPOSALS

All Initial Proposals shall be labeled "**REVENUE CYCLE SERVICES PROPOSAL**" and shall be delivered to the Bureau RFP Coordinator at the address set forth in Section 1.05 of this RFP no later than 12:00 p.m. CST on November 30, 2007. Ten (10) hard copies of the Proposal and one electronic copy in Microsoft Word shall be submitted.

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1.10 FINALIST PROPOSALS

Following the performance of an on-site assessment, Finalists shall submit updated Proposals with the actual fee proposal, proposed fee methodology(ies) and a proposed Statement of Work (SOW) tied to the specific Deliverables and resources they propose to provide if selected.

1.11 OWNERSHIP OF PROPOSALS

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

1.12 COST OF PROPOSER RESPONSE

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

1.13 CANCELLATION OF RFP; REQUESTS FOR UPDATED OR NEW PROPOSALS

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

1.14 ELIMINATION OF PROPOSALS

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

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1.15 PROPOSER PRESENTATIONS AND DEMONSTRATIONS

The Evaluation Committee may, in its discretion, request additional information or presentations from any or all Proposers. The Evaluation Committee may request any Proposer to demonstrate any equipment, supplies or services referred to in its Proposal.

1.16 PROPOSER NEGOTIATIONS

The Evaluation Committee may select one or more finalists for negotiation of a possible Contract. The Evaluation Committee may abandon negotiations with a finalist and commence negotiations with a runner-up, if it does not believe that the finalist is willing to contract on terms acceptable to the County.

1.17 EVALUATION OF PROPOSALS GENERALLY

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

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

It is expressly understood that all negotiations are subject to the consideration, appropriation and approval of the Cook County Board of Commissioners, which may accept or reject any proposed Contract in its sole discretion.

1.18 NOTIFICATION OF RECOMMENDED CONTRACTOR

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

1.19 CONFIDENTIALITY

All information submitted in response to this RFP shall be confidential until the County has executed a Contract with the successful Proposer or has terminated the RFP and determined that it will not reissue the RFP in the near future. Following such actions, the contents of Proposals submitted in response to this RFP may be subject to the provisions of the Illinois Freedom of Information Act. If a Proposer wishes to preserve the confidentiality of specific information set forth in its Proposal, it must request that the information be withheld by identifying such information as confidential in its Proposal. The

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County shall have the right to determine whether it shall withhold the information upon receipt of a FOIA request and, if it does so pursuant to a Proposer request, the Proposer requesting confidential treatment of the information shall bear the costs of asserting that there is a proper exemption justifying the withholding of such information in any court proceeding which may result.

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PART II
COUNTY REQUIREMENTS: SPECIAL CONDITIONS

2.01 Introduction

The County is seeking Proposals from interested vendors with the capability and expertise to conduct an assessment and analysis of the Bureau's entire revenue cycle process for inpatient and outpatient services including physician billing and the collection of co-payments; provide recommendations to reengineer the overall revenue cycle to maximize revenues; evaluate the skill set of Bureau personnel and determine, based on national standards, the appropriate number of staff in registration, billing and other revenue cycle processes; conduct training for Bureau personnel; and assist Bureau management in the implementation of the reengineered processes.

In order to ensure that it has sufficient resources to serve effectively as the major safety net provider for the Chicago area, the Bureau of Health Services requires a Contractor with expertise in the assessment, reengineering and implementation of improved business office/ revenue cycle functions. The Bureau desires to identify and implement changes to its processes in order to become more efficient and to ensure that it captures all available sources of reimbursement at maximum levels. While the County plans to contract with one firm to assist it in identifying and implementing revenue cycle initiatives, the County reserves the right to contract with more than one firm to provide services within their areas of demonstrated expertise.

The Bureau requests Proposals from qualified firms with a history of working in public healthcare systems possessing the expertise to perform a comprehensive review of the Bureau's current revenue cycle processes and systems, which review shall result in specific recommendations for changes to Bureau processes to increase efficiency and appropriately maximize revenue from all available sources. The Bureau seeks a Contractor that can assist it in implementing some or all of the recommendations resulting from such review through the provision of services within Bureau Operating Units, including professional and financial management services and staff training, in order to significantly improve overall revenue cycle performance within the Bureau. Subject to County approval of a detailed Statement of Work identifying specific recommendation(s) and resource commitments, the Contractor shall assign qualified personnel to evaluate, train and work directly with existing County personnel to implement the modified procedures and systems.

Section 2.02 below describes the current Bureau Operating Units and their operations. Section 2.03 describes the Bureau's minimum expectations with regard to possible Contract for Revenue Cycle Services. Section 2.04 describes some of the current contractual arrangements that are part of the Bureau's current revenue cycle processes.

Proposers may propose that the Bureau change its approach to the contractual expectations described in this RFP if to do so would result in revenue enhancements, improved strategic implementation or more cost effective services.

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2.02 Bureau Operating Units

The Cook County Bureau of Health Services (CCBHS or Bureau) is a unit within the County of Cook. The Bureau provides a full continuum of health care services through its seven operating units, referred to in this RFP as “Bureau Operating Units” or “Operating Units.” Bureau Operating Units provide a broad range of services from specialty and primary care to emergency, acute, outpatient, rehabilitation, long-term and preventive care. CCBHS services are available to the more than five million residents of Cook County, regardless of their economic status or ability to pay. The Bureau operates three hospitals, John H. Stroger, Jr. Hospital of Cook County, a tertiary, acute care hospital, Oak Forest Hospital, an acute and rehabilitation hospital and skilled nursing facility, and Provident Hospital, a community hospital. The Bureau also operates the Ambulatory and Community Health Network, a system of sixteen (16) community primary care clinics in medically underserved areas and schools. The Cook County Department of Public Health provides prevention and education services in suburban Cook County. Cermak Health Services provides health screening, primary and specialty care to the inmate population at Cook County Jail. The Ruth M. Rothstein Core Center is a comprehensive care center for HIV and other infectious diseases. The Bureau has approximately 7,000 employees. A description of each Bureau Operating Unit, and estimated service volume information, follows.

**A. The John H. Stroger, Jr. Hospital of Cook County
(formerly known as Cook County Hospital)**

The John H. Stroger, Jr. Hospital of Cook County is a state of the art, 464-bed hospital anchored by 228 medical/surgical beds with dedicated units for obstetrics, pediatrics, intensive care, neonatal intensive care and burns. The hospital is nationally known for its expertise and breadth of services including its Level 1 Trauma Center and Neonatal Intensive Care Unit, the largest in the Midwest. Approximately 40% of the hospital’s clinical space is used for outpatient care, specialty diagnosis and treatment.

As the Bureau’s hub hospital, John H. Stroger, Jr. Hospital of Cook County is fully accredited by the Joint Commission on the Accreditation of Healthcare Organizations and serves as a national model for public hospitals. The hospital is widely known for its research and has been honored for its centers of excellence, which include asthma, cancer, burn care, maternal and infant health and infectious diseases. The hospital is also recognized as a leading teaching center.

B. Oak Forest Hospital of Cook County

Oak Forest Hospital provides a crucial link in the Bureau of Health Services continuum of care. It is a 450 bed facility located on a 340-acre campus in Oak Forest, Illinois in the southwest corner of Cook County. Oak Forest Hospital offers a range of care including: emergency care, critical care, same day surgery, long-term intermediate/supportive care, skilled nursing care, subacute care, comprehensive rehabilitation, acute care, and ventilator units. Specialty programs include palliative

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and AIDS units, as well as brain injury rehabilitation, pain management, vocational services, and comprehensive inpatient therapy and medical services to people with disabilities. The rehabilitation unit is fully accredited by the Commission on the Accreditation of Rehabilitation Facilities and by the Joint Commission on the Accreditation of Health Care Organizations.

C. Provident Hospital of Cook County

The current modern facility reopened (it formerly was owned by a private hospital) in 1993 as an Operating Unit of the Cook County Bureau of Health Services. Provident fulfills a vital role as a provider of inpatient and outpatient healthcare services on the south side of Chicago. As a full-service hospital, it provides primary, specialized, emergency, same-day surgery, maternity, family practice, geriatric and critical care services. Provident Hospital's emergency room serves more than 50,000 patients a year. The Hospital is fully accredited by the Joint Commission on the Accreditation of Health Care Organizations.

D. Cermak Health Services

Cermak Health Services is the daily provider of healthcare to the population of approximately 10,000 detainees at the Cook County Department of Corrections and the Department of Community Supervision and Intervention. It is located on the near southwest side of Chicago and is accredited by the National Association of Correctional Health Facilities. It is the largest freestanding correctional healthcare facility in the country.

Cermak Health Services opened a new 160,000 square foot facility in 1998 that allows for increased on-site ambulatory/infirmiry services. The health services are physically provided in the Cermak Health Services building, the intake area of the Department of Corrections and within a network of medical clinic (sick call) areas and dental operations located within the ten (10) housing Divisions of the Department of Corrections. The Cermak building includes three (3) mental health infirmiry units for males which total fifty eight (58) beds, a 24 bed mental health infirmiry unit for females, three (3) medical infirmiry units (40 male and 9 female beds), an infectious disease unit (14 male and 4 female beds), one (1) same day surgery operator, an emergency department, fourteen (14) specialty clinic areas, a certified CLIA laboratory, a pharmacy with methadone services, a radiology department (CAT Scan, fluoroscopy, ultrasound and panorex) and general staff offices. The pharmacy and radiology departments are licensed by the State of Illinois. The infirmiry units and the emergency room are staffed 24 hours a day.

E. Ambulatory and Community Health Network of Cook County

The Ambulatory and Community Health Network (ACHN) brings healthcare services into the communities dispersed throughout Cook County. ACHN provides almost 750,000 primary and specialty care visits per year in community-based, school-based and hospital-based settings. There are currently 16 outpatient locations, several of which are school based, within the network, which continues to expand in coordination with the strategic plans of the Bureau of Health Services. The

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ACHN has obtained conditional accreditation from the Joint Commission on the Accreditation of Health Care Organizations.

F. Cook County Department of Public Health

The Cook County Department of Public Health works to protect and promote health and to prevent illness, disability and premature death among all the residents of Cook County. The department provides more than 200,000 health service visits each year, including primary healthcare, family planning, prenatal, diagnostic, immunization and dental clinics. By working with community partners, the department maximizes its outreach range and effectiveness. The department also emphasizes preventive approaches to disease and injury through innovative programs and educational activities. It works to protect Cook County communities from potential environmental health hazards spread through food, water, animals, insects, and from physical and chemical hazards. It also maintains public health data that assists in strategic planning for the County's healthcare needs.

The Department of Public Health is the Bureau's lead Operating Unit for implementing the Access to Care Program, in conjunction with the suburban Primary Health Care Council. Access to Care provides subsidized health services to suburban Cook County residents with limited financial resources. Through a partnership with private physicians, care is provided to thousands of suburban residents at private clinics located throughout the suburbs.

G. The Ruth M. Rothstein Core Center

The Ruth M. Rothstein Core Center was established for the treatment of HIV and other infectious diseases, as a cooperative effort between the County and Rush-Presbyterian St. Luke's Medical Center. CORE focuses on outpatient services and treats approximately 5,000 patients, representing approximately 37,000 patient visits per year. CORE is located immediately west of the main Stroger Hospital campus on Harrison Street.

H. Statistical Data

FY2006 Estimated Activity Volumes

Organization		Pt. Days	Admissions	ER Visits	O/P Visits
Stroger Hospital		123,312	23,504	135,356	231,879
Provident Hospital		28,033	6,365	48,795	n/a
Oak Forest Hospital		117,614	2,739	30,249	n/a
ACHN		n/a	n/a	n/a	750,819
Cermak Health Facility		39,776 (infirmery days)	98,359	128,114	98,359 (intake screenings)
Department of Public Health		n/a	n/a	n/a	155,023

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CORE Center		n/a	n/a	n/a	33,697
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FY2006 Revenue Mix (excludes Inter Governmental Transfer and misc. revenues)

Organization	Medicare	Medicaid	Other third party
Stroger Hospital	\$12,528,907	\$36,293,211	\$1,103,975
Provident Hospital	\$48,394,989	\$224,459,921	\$9,980,289
Oak Forest Hospital	\$8,717,544	\$84,383,115	\$2,345,145

Financial Services Employees (budgeted FTE positions; excludes Budget, Gen'l Accounting, Payroll, Accounts Payable, Expenditure Control, & HIS)

Organization	FTEs
Stroger Hospital	114.4
Provident Hospital	31.0
Oak Forest Hospital	27.0
ACHN	7.0 (ACHN Administration only)
Cermak Health Facility	5.0
Department of Public Health	4.0
CORE Center	2.0

2.03 Revenue Cycle Assessment and Reengineering Services

A. Proposed Statement of Work

Prior to the execution of a contract, Contractor shall submit a Statement of Work (SOW) identifying the proposed initiatives it recommends, based upon its assessment of Bureau Revenue Cycle operations. The SOW shall address: 1) the Bureau resources and the Contractor resources that are proposed to be dedicated to the implementation of particular recommendations; 2) the time frames reasonably required for full implementation and for submission of progress reports; 3) the ongoing resources Contractor will dedicate during the time periods covered by the Contractor's proposed fee for the services included in the SOW; 4) the Contractor's proposed fee for the services set forth in the SOW; and 5) any other costs which may be associated with implementation of the SOW.

The Contractor and the Bureau shall negotiate the details of the SOW which, upon approval by the Contractor and the Bureau Chief, shall be set forth in an Addendum that shall become a part of the Contract. The initiatives described in the SOW shall be designed both to streamline the Bureau's processes and to make these processes strategically more comprehensive.

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B. Supplemental Staffing and Management Services

Unless Bureau indicates that it will provide additional resources from another source, Contractor must be capable of providing temporary supplemental staffing and management resources that are necessary to supplement, evaluate and train Bureau personnel to implement the changes to Revenue Cycle processes that are to be accomplished under the Contract. Contractor may be requested to supplement Bureau personnel with regard to the management of business office functions, until the Bureau are sufficiently trained to assume these responsibilities fully under reengineered Revenue Cycle procedures.

C. Representative Areas to be Addressed by Proposers

Finalists shall perform a comprehensive review of Bureau revenue cycle process overall and for each Operating Unit compared to best practices in the healthcare/hospital industry, resulting in recommendations and a proposed SOW. The review of these areas would also include current software tools used by the Operating Units as compared to software tools used in a best practice model. Representative aspects of the revenue cycle which shall be reviewed include:

Service Points	Sample of Activity
Pre-Service	Scheduling
	Pre-registration
	Walk-in or ER visit
	Capacity Management
	Insurance Verification
	Eligibility determination for qualifying programs (Medicaid, LOL, SSI)
	Point of Service Payment Collection
Time of Service	Financial Counseling
	Charge capture/pricing
	Medical management
	Bed management
	Payment options
Post Service	Schedule follow-up visits
	Billing and further collection workflow
	Cash acceleration
	Payment posting
	Denial management

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D. Contractor Fees and Pricing; No Guarantee of Addendum; Bureau elections

Finalists shall, as part of their Updated Proposals, include proposed fee structures for the performance of the types of services expected to be provided in a Contract resulting from this RFP. The fees shall be subject to increased revenues resulting from Contractor's efforts. The Bureau may require that pricing be provided separately for services provided with respect to different Bureau Operating Units. In order to arrive at a formula for the calculation of such fees, a baseline attached to the specific revenue source which is expected to be increased must be ascertained. Finalists shall, with their Proposals, describe the possible methodologies which could be used to arrive at appropriate fees for their services, and shall propose fees for various levels and types of services which may be provided to the County and which reflect the levels of resource commitment which may be provided by the Contractor. Proposers must carefully consider, based upon their expertise in providing the recommended services and information obtained during the RFP process, the pricing they are willing to accept for their services and may identify possible projects recommended as a result of their assessments to assist in identifying pricing methodologies which could apply in different situations. The Bureau reserves the right to negotiate the specific compensation that will be payable with regard to any service set under consideration. The Bureau is not seeking a contingency fee arrangement, rather the Bureau requests that the Proposer provide a set fee for revenue cycle services.

E. Work Plan Implementation

Upon approval by the Bureau of a proposed Work Plan, Contractor shall immediately begin implementation of the steps contained in the Work Plan. Contractor shall dedicate Contractor personnel to the tasks set forth in the Work Plan, shall work with and guide Bureau personnel to perform the tasks assigned to such personnel in the Work Plan, and shall report to the Bureau Chief Operating Officer and the Bureau Chief Financial Officer regarding the progress of the implementation, identifying any obstacles to such progress and any successes (accomplishments which will be achieved with fewer resources or sooner than expected based upon the timelines and resources set forth in the Work Plan), at such intervals as may be required in the Work Plan.

2.04 Existing Contractual Arrangements Impacting Revenue Cycle

The Bureau currently contracts for the provision of the following services which impact the Revenue Cycle: electronic billing services, Medicaid eligibility services, SSI/SSDI application assistance services, retroactive claims processing services, prescription claims processing services. In addition, the County contracts with a firm for the collection of delinquent accounts receivable. The successful Proposer shall supplement the services provided by these contractors and may be requested to review the success of these contracts and make recommendations for revisions to the scope of services provided as part of the revenue cycle enhancements to be achieved through the Contract.

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PART III
LEGAL REQUIREMENTS: GENERAL CONDITIONS

GC-01 INDEMNIFICATION

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

GC-02 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Once awarded, this Contract shall not be subcontracted or any part thereof assigned without the express written approval of the County Purchasing Agent ("Purchasing Agent"). In no case, however, shall such approval relieve the Contractor from his obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or claims due or to become due without the advance written approval of the Purchasing Agent. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

The Contractor shall identify in its Proposal any and all contractors and subcontractors he intends to use in the performance of the Contract. All such persons shall be subject to the prior approval of the County. The County reserves the right to prohibit any person from entering any County facility for any reason. All contractors and subcontractors of the Contractor shall be accountable to the Director of the Using Department or his designee ("Director") while on any County property and shall abide by all security regulations imposed by the County.

GC-03 INDEPENDENT CONTRACTOR STATUS

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

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GC-04 MATERIALS INSPECTION AND RESPONSIBILITY

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

GC-05 INSURANCE

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

GC-06 TAXES

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-01.

GC-07 PRICE REDUCTION

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

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GC-08 CONTRACTOR CREDITS

To the extent the Contractor gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, (the "credits") such credits belong to the County and not the Using Department or any other County department. Contractor shall report any such credits to the Purchasing Agent.

GC-09 DISPUTES

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

GC-10 DEFAULT

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract where Contractor has failed to cure such breach within ten (10) days after written notice is given to Contractor by the County, setting forth the nature of such breach.

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

GC-11 COUNTY'S REMEDIES

Following notice of a material breach or notice of default to Contractor, the County reserves the right to withhold payments owed to Contractor until such time as Contractor has cured the breach or noncompliance which is the subject matter of the notice. If the Contractor fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-10, Default, the County shall have the right to terminate this Contract provided, however, that County shall give Contractor five (5) days prior written notice of termination. In the event of termination, the County reserves the right to elect to continue using the Contractor's services in whole or in part for the period of time necessary to allow the County to obtain and implement replacement services. During such transition period all terms and conditions of the Contract shall be in full force and effect. The County may elect to continue using Contractor's existing services in full; increase monitoring and oversight of Contractor's operations; or substitute the County's designees for the Contractor's personnel utilizing Contractor's facilities pending the implementation of replacement services. Any payments due Contractor will be

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prorated based on the services Contractor is then providing. Contractor will agree to cooperate with the implementation of the replacement services should the County so request. After the County has secured replacement services and such services are operational, the Contractor shall promptly remove any and all of Contractor's personnel, products and equipment, unless such items remain with the County pursuant to the terms of this Contract.

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

GC-12 CONTRACTOR'S REMEDIES

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

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

GC-13 DELAYS

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

GC-14 MODIFICATIONS AND AMENDMENTS

The parties may from time to time during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing. No such modifications and amendments which individually or cumulatively result in additional cost of \$10,000.00 or greater or which extend the term of the Contract by thirty (30) days or more shall be deemed as authorized without the advance approval of the Cook County Board of Commissioners. Modifications and amendments which increase cost by less than \$10,000.00 or which do not extend the term of the Contract by more than thirty (30) days may only be made with the advance written approval of the Purchasing Agent.

Contractor is hereby notified that except for the specific changes listed in the following paragraph, no County department or employee thereof has authority to make any modification or amendment to this Contract. Any modification or amendment to this Contract except as provided for in

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the following paragraph made without the express written approval of the Purchasing Agent is void and unenforceable.

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

GC-15 PERSONNEL

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

GC-16 PATENTS, COPYRIGHTS AND LICENSES

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

GC-17 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or any time thereafter, except solely as required in the course of Contractor's performance of services hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting the County and will not disclose any of the County's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports that are beyond the

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scope of the Contract, utilizing data derived from information or data obtained from the County without the prior written approval of the County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to the County without charge.

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

GC-18 AUDIT; EXAMINATION OF RECORDS

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

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

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

GC-19 COMPLIANCE WITH LAWS

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

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GC-20 CONDUCT OF THE CONTRACTOR

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

GC-21 ACCIDENT REPORTS

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

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

GC-22 USE OF PREMISES

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

GC-23 GENERAL NOTICE

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

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TO THE COUNTY:

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

WITH A COPY TO:

Chief Operating Officer
Cook County Bureau of Health Services
1900 W. Polk, Room 123
Chicago, Illinois 60612

TO THE CONTRACTOR:

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

GC-24 TERMINATION FOR CONVENIENCE

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

GC-25 GUARANTEES AND WARRANTIES

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

GC-26 STANDARD OF MATERIALS

In the event materials are supplied for purposes of this Contract, then only new, originally manufactured materials will be accepted by the County. The County will not accept any materials that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Materials not produced by regular production

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methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the offering of the proposal, will be considered experimental.

GC-27 DELIVERY

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

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

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

GC-28 QUANTITIES

The quantities of services and/or materials required for the performance of the Contract are estimates for the purpose of determining an approximate total contract amount and may not be the actual quantities required during the term of the Contract. The County reserves the right to increase or decrease the quantities at the contract price, to correspond to the actual needs of the County. The County will be obligated to order and pay for only such quantities as are from time to time ordered, delivered, and accepted on purchase orders issued by the Office of the Purchasing Agent.

GC-29 GOVERNING LAW

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

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GC-30 WAIVER

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

GC-31 ENTIRE CONTRACT

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

GC-32 FORCE MAJEURE

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

GC-33 CONTRACT INTERPRETATION

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

GC-34 MINORITY AND WOMEN BUSINESS ENTERPRISES

COOK COUNTY ORDINANCE CHAPTER 10, SECTION 43.1 - 43.10

I. POLICY AND GOALS

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County contracts and to eliminate arbitrary barriers for participation, as both prime and subcontractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women-owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the

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"Ordinance") which establishes a "best efforts" goal of awarding not less than thirty-five (35%) of the annual total dollar amount of professional and consulting service contracts and sole source agreements to certified MBEs and WBEs.

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

II. **REQUIRED SUBMITTALS**

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

A. Affirmative Action Plan

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

B. Contractor's MBE/WBE Efforts Documentation

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

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

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

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III. NON-COMPLIANCE

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

IV. REPORTING/RECORD-KEEPING REQUIREMENTS

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

V. EQUAL EMPLOYMENT OPPORTUNITY

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

GC-35 YEAR 2000 COMPLIANCE WARRANTY

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

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

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

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

In the event of any hardware or software program failure related to time and date related codes and internal sub-routines that impede the hardware or software programs from operating beyond the millennium date change (Year 2000), Contractor shall immediately make all required corrections to restore the hardware, software and firmware programs to the same level of functionality as warranted herein at no charge to the County, and without interruption to the ongoing

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business of the County, time being of the essence. In the event Contractor fails to cure any such hardware or software failure, the County shall have the right to pursue all remedies at law or in equity and those remedies expressly set forth within this Contract including, but not limited to, its right to terminate for default. Nothing in this warranty shall be construed to limit any rights or remedies the County may otherwise have under this Contract with respect to defects other than Year 2000 performance.

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**ATTACHMENT A:
COOK COUNTY CERTIFICATIONS AND EXECUTION
FORMS**

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ECONOMIC DISCLOSURE STATEMENT

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MBE/WBE UTILIZATION PLAN

(SECTION 1)

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

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

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

II. Direct Participation of MBE/WBE Firms

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

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

Attach additional sheets as needed.

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

III. Indirect Participation of MBE/WBE Firms

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

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

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

Attach additional sheets as needed.

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

COOK COUNTY LETTER OF INTENT
(SECTION 2)

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

Contract Title & Number: _____/_____

From: _____

(Name of MBE/WBE Company)

To: _____ and the County of Cook

(Name of Prime Bidder's Company)

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

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

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

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

Upon Penalty of perjury, I _____ (print name)

the _____ (title) and duly authorized representative of

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

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

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

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

of this contract bid amount of \$_____.

(Signature of affiant)

_____/_____/_____
(Date)

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

(Notary's Signature)

(Notary Seal)

COOK COUNTY LETTER OF INTENT

Upon Penalty of perjury, I _____ (print name)

the _____ (title) and duly authorized representative of

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

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

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

this contract bid amount of \$ _____.

(Signature of affiant)

_____/_____/_____
(Date)

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

(Notary's Signature)

(Notary Seal)

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

BIDDER HEREBY REQUESTS:

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

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

A. REDUCTION (PARTIAL WAIVER) REQUEST

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

_____ % MBE participation
_____ % WBE participation

B. REASON FOR REDUCTION/WAIVER REQUEST

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

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

C. GOOD FAITH EFFORTS

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

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

D. OTHER RELEVANT INFORMATION

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

CONTRACTOR CERTIFICATIONS
(SECTION 4)

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

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

- (a) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity.
- (b) Has been convicted by federal, state or local government of an act committed, of bid-rigging or attempting to rig bids as defined in the Sherman Anti -Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 et seq.
- (c) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government.
- (d) Has been convicted of an act committed, by federal, state or local government of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1 et seq.
- (e) Has been convicted of price-fixing or attempting to fix prices under the laws of federal, state or local government.
- (f) Has been convicted of defrauding or attempting to defraud any unit of state, federal or local government or school district within the State of Illinois,
- (g) Has made an admission of guilt of such conduct as set forth in subsections (a) through (f) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to,
- (h) Is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- (i) Has, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- (j) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses.
- (k) Has, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default;
- (l) Has, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the County or by the federal government, any state, or any other unit of local government.

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

THE UNDERSIGNED HEREBY CERTIFIES THAT:

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

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

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

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

B. BID-RIGGING OR BID ROTATING.

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

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

B.2 BUSINESS RELATIONSHIPS WITH COOK COUNTY ELECTED OFFICIALS

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

☐ Yes ☐ No

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

Name: _____ Relationship: _____

Name: _____ Relationship: _____

Name: _____ Relationship: _____

THE UNDERSIGNED HEREBY CERTIFIES THAT: it is not barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

C. DRUG FREE WORKPLACE ACT

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

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

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

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

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

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

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

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

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

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

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

Yes:_____ No:_____

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

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

Yes:_____ No: _____

If yes, list such bidder/proposer business addresses:

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

If yes, list such bidder/proposer business addresses:

(Attach Additional Sheets if Necessary)

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

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

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

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

"Contract" means any written agreement requiring Board approval whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "contract" as used in this ordinance specifically excludes contracts with the following:

- 1.) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United States Internal Revenue Code and recognized under the Illinois State not-for-profit law);
 - 2.) Community Development Block Grants;
 - 3.) President's Office of Employment Training;
 - 4.) Sheriff's Work Alternative Program; and
 - 5.) Department of Correction inmates.
- THE UNDERSIGNED HEREBY CERTIFIES THAT:** it is in compliance with this Ordinance and agrees to abide by the requirements of this Ordinance as part of its contractual obligations.

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

Effective July 1, 1998 every Applicant for a County Privilege shall be in full compliance with any Child Support Order before such Applicant is entitled to receive or renew a County Privilege. When Delinquent Child Support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

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

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

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

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

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

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



Cook County Affidavit of Child Support Obligations

Effective July 1, 1998, every applicant for a County Privilege shall be in full compliance with any Child Support Order before such applicant is entitled to receive or renew a County Privilege. When Delinquent Child Support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

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

"County Privilege" means any business license, including but not limited to liquor dealer's licenses, packaged goods licenses, tavern licenses, restaurant licenses, and gun licenses; real property licenses or lease; permit, including but not limited to building permits, zoning permits or approvals; environmental certificate; County HOME Loan; and contracts exceeding the value of \$10,000.

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

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

Privilege Information

County Privilege: _____

County Department: _____

Applicant Information

Last Name: _____ First Name: _____ MI: _____

SS# (last four digits): _____ Date of Birth: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Home Phone #: (_____) _____ - _____ Driver's License #: _____

Child Support Obligation Information

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

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

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

Signature: _____ Date: _____

Subscribed and sworn to before me this

_____ day of _____, 20____

_____, Notary Public

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

SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Name: _____

Business: _____

Relationship to Contractor: _____

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

Fees: _____

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

The Contracting Party understands and agrees that:

- A. By completing and filing this, the Contracting Party acknowledges and agrees, on behalf of itself and the persons or entities named in this EDS, that the County may investigate the creditworthiness of some or all of the persons or entities named in this EDS.
- B. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the County in connection with the Matter, whether procurement, County assistance, or other County action, and are material inducements to the County's execution of any contractor taking other action with respect to the Matter. The Contracting Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
- C. The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312)603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at www.cookcountygov.com and go to the Ethics Department link. The Contracting Party must comply fully with the applicable ordinances.
- D. If the County determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the County may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Contracting Party's participation in the Matter and/or declining to allow the Contracting Party to participate in other transactions with the County. Remedies at law for a false statement of material fact may include incarceration and an award to the County of treble damages.
- E. It is the County's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Contracting Party waives and releases any possible rights or claims which it may have against the County in connection with the public release of information contained in this EDS and also authorizes the County to verify the accuracy of any information submitted in this EDS.
- F. The information provided in this EDS must be kept current. In the event of changes, the Contracting Party must supplement this EDS up to the time the County takes action on the Matter. If the Matter is a contract being handled by the Office of the Purchasing Agent, the contracting Party must update this EDS as the contract requires.

The Contracting Party represents and warrants that:

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

CERTIFICATION

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

Print or type name of Contracting Party

By: _____

Print or type name of person signing

Print or type title of person signing

Date

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

Notary Public Signature

Notary Seal

Commission Expires:_____.

EXECUTION BY A SOLE PROPRIETOR

(SECTION 6)

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FEIN/SSN: _____

FAX NUMBER: _____

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

PERMANENT INDEX NUMBER(S) : _____

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

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

SOLE PROPRIETOR'S SIGNATURE: X _____

Date : _____

Subscribed and Sworn to

before me this _____ day

of _____, 200____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

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

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

EXECUTION BY A SOLE PROPRIETOR

(SECTION 6)

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FEIN/SSN: _____

FAX NUMBER: _____

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

PERMANENT INDEX NUMBER(S) : _____

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

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

SOLE PROPRIETOR'S SIGNATURE: X _____

Date : _____

Subscribed and Sworn to

before me this _____ day

of _____, 200____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

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

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

EXECUTION BY A SOLE PROPRIETOR

(SECTION 6)

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FEIN/SSN: _____

FAX NUMBER: _____

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

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before me this _____ day

of _____, 200____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

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

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

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FEIN/SSN: _____

CONTACT PERSON: _____ FAX NUMBER: _____

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

PERMANENT INDEX NUMBER(S) : _____

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

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

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

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

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

My _____ commission expires:

X _____

Notary Public Signature

Notary Seal

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

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

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

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

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FEIN/SSN: _____

CONTACT PERSON: _____ FAX NUMBER: _____

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PERMANENT INDEX NUMBER(S) : _____

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

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

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

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

My _____ commission expires:

X _____

Notary Public Signature

Notary Seal

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

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

******* Attach hereto a partnership resolution or other document authorizing
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(SECTION 7)

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

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BUSINESS ADDRESS: _____

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CONTACT PERSON: _____ FAX NUMBER: _____

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

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

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

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

My _____ commission expires:

X _____

Notary Public Signature

Notary Seal

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EXECUTION BY A CORPORATION

(Section 8)

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ *IL CORPORATE FILE NUMBER: _____

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

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

LIST ALL CORPORATE OFFICERS:

PRESIDENT: _____ VICE PRESIDENT: _____

SECRETARY: _____ TREASURER: _____

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

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

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

X _____
Notary Public Signature Notary Seal

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

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

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

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SECRETARY: _____ TREASURER: _____

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

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

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

X _____
Notary Public Signature Notary Seal

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

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Subscribed and Sworn to before me this _____ day
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X _____
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*** If the corporation is not registered in the State of Illinois, a copy of your certificate of good standing from the State in which you are incorporated, is to be submitted with your Bid Proposal.**

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

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

PROPOSAL ACCEPTANCE
(SECTION 9)

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

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

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

FUND CHARGEABLE: _____

DATED AT CHICAGO, ILLINOIS THIS _____ DAY

OF _____, 200 ____.

PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

COOK COUNTY PURCHASING AGENT

COOK COUNTY COMPTROLLER

APPROVED AS TO FORM:

ASSISTANT STATE'S ATTORNEY

ATTACHMENT B

PROPOSER QUESTIONNAIRE

Proposer shall provide written responses in the following sequence. Proposer documentation which supplements responses to this Attachment B should be numbered to mirror the numbering set forth below.

1. Firm Name. Provide the full name of Proposers' organization and the addresses of both the home office and the Chicago metropolitan area office, if any.
Response:
2. Service Location. From what location would the services relative any contract which may result from this Request for Proposals be administered? Please provide the principal contact, telephone, and fax for this location.
Response:
3. Ownership. Is Proposer wholly owned by another entity? Please list all corporate affiliates and describe their lines of business.
Response:
4. Business Type; Authorization to Conduct Business. Provide documentation of the type of business entity (e.g., corporation, LLC, etc) Proposer's organization consists of and documentation of authorization to conduct business within the State of Illinois.
Response:
6. FEIN. Please provide Proposer's Federal Employer Identification Number.
Response:
7. Bankruptcy. Has any part of Proposer's organization or any of its officers, directors or owners filed for bankruptcy or reorganization within the past three years? If yes, please provide the pertinent details of these actions.
Response:
8. Pending Litigation. Is Proposer's organization involved in any litigation that could affect its ability to meet the County's requirements as described in this Request for Proposals?
Response:
9. Mergers or Acquisitions. Are there any pending agreements for merger or acquisition of Proposer within the next two years?
Response:

Cook County Bureau of Health Services
Revenue Cycle Services RFP

10. Prior County Contracts. Has Proposer previously contracted with the County of Cook? If yes, explain.
Response:
11. Firm History and Experience. The Proposer and any subcontractors shall each provide a brief history of their firms, including any healthcare experience and experience working in public healthcare systems, and also including the number of years in business providing services of the types required by the RFP. Please detail your experience and that of any subcontractors in providing revenue cycle services.
Response:
12. References. Please provide three references from current or recent healthcare entity clients. Proposer must name a specific contact person and telephone number for each reference. Proposer agrees that the County may contact these persons and agrees to release and hold harmless the County and the firm and individual contacted to provide a reference against any liability as a result of providing such reference.
Response:
13. Contract Terminations. During the past five years, has Propose ever had a client terminate a contract for cause? Please list the principal contact, title, address and telephone number(s) for these clients.
Response:
14. Proposer Expertise and Personnel. Please identify the key personnel in your organization who will be designated to manage the services provided to the County if Proposer is selected for a contract as a result of this RFP. Proposer's lead representative (Contract Manager) must have a record of successful experience in leading the delivery of services such as those required by the County, excellent qualifications, technical expertise, interpersonal skills and communication skills. Professional resumes must also be included for all key Proposer personnel who would oversee the of the services set forth in the RFP. Acceptable background checks of all key personnel must be provided prior to the commencement of services. Proposer should also list the number of employees (by professional, technical, clerical) presently employed to work for Proposer.
Response:
15. Special Capabilities. Please describe in detail the special capabilities Proposer possesses, including any capabilities Proposer believes are most relevant to the County's consideration.
Response:
16. Minority and Women Owned Business Participation. Please describe any programs Proposer is involved with to promote the use of minority and female owned businesses.
Response:

Cook County Bureau of Health Services
Revenue Cycle Services RFP

17. Financial Information. Please provide a copy of Proposer's most recent annual report or audited financial statement. The County reserves the right to accept alternative information and/or documentation submitted by a Proposer. In its response to this question, Proposer must represent that it is solvent and that no financial or legal impediments exist to its full performance of the Contract.
Response:
18. Insurance Requirements. Please describe the insurance Proposer maintains to protect against liability arising from the performance of the Services to be provided, in accordance with industry standards.
Response:
19. Licenses. Please list and attach copies of all applicable certifications or licenses held by Proposer and by subcontractors, if any, who would be involved in the provision of services should the County enter into an agreement with Proposer.
Response:
20. Subcontractors. Please describe those aspects of the Services which Proposer intends to subcontract.
Response:
21. Proposer's Current Contracts. Please describe Proposer's current contract portfolio. Indicate the number of health care facilities, private and governmental, currently served, whether proposer provides services as a direct contractor or a subcontractor, and the approximate annual dollar value of contracts.
Response:
22. Conflict of Interest. Is Proposer currently engaged in or seeking any contracts which may result a conflict of interest in providing the services which are the subject of this RFP or with the County's interests, generally? Do you, or your subcontractors or personnel, have any business relationship with any vendors who do business with the County (e.g., Softmed, SCC, Cerner, Siemens, GEMS, Oracle)?
Response:
23. Additional Services. Describe any services Proposer provides other than consulting services?
Response:
24. Professional Memberships. What professional societies is your organization a member of?
Response:
25. County Certifications. If Proposer is recommended for a contract, will Proposer sign the County's contract certifications as set forth on Attachment C?
Response:

Cook County Bureau of Health Services
Revenue Cycle Services RFP

26. Distinguishing Capabilities. For purposes of this Request for Proposals, why do you believe Proposer is the best choice for the County? How is Proposer distinguishable from other potential contractors?
Response:

Cook County Bureau of Health Services
Revenue Cycle Services RFP

ATTACHMENT C
PROPOSER REGISTRATION FORM

Cook County Bureau of Health Services
Revenue Cycle Services RFP

PROPOSER REGISTRATION FORM

**Cook County Bureau of Health Services
Revenue Cycle Services
Request For Proposals
Issued on November 6, 2007**

**Thomas J. Glaser
Chief Operating Officer
Cook County Bureau of Health Services
1900 W. Polk St. Suite 123
Chicago, IL 60612-3723
Fax No.: 312-864-9748**

NOTE TO PROSPECTIVE PROPOSERS: BY COMPLETING AND RETURNING THIS FORM TO THE BUREAU RFP COORDINATOR ON OR BEFORE NOVEMBER 19, 2007, YOU WILL RECEIVE ANY ADDENDA ISSUED BY THE BUREAU WHICH EITHER REVISE THE DATES FOR SUBMITTAL OF PROPOSALS OR WHICH SUPPLEMENT OR CHANGE THE REQUIREMENTS SET FORTH IN THE REQUEST FOR PROPOSALS. THIS FORM MAY BE RETURNED BY FAX TO THE NUMBER SPECIFIED ABOVE.

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

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

**NAME OF DESIGNATED REPRESENTATIVE
FOR PURPOSES OF THIS RFP:** _____

PHONE: _____

FAX: _____

EMAIL ADDRESS: _____

Cook County Bureau of Health Services
Revenue Cycle Services RFP

ATTACHMENT D
REVENUE CYCLE COST PROPOSAL

PROPOSED CHARGES
FOR
REVENUE CYCLE SERVICES

The County anticipates that a Revenue Cycle contract would be for a period of three (3) years. The Cost Proposal shall provide the total contract price for a period of three (3) years.

Year 1: \$_____

Year 2: \$_____

Year 3: \$_____

Total Cost: \$_____

CONTRACT FOR SERVICE
PART II
GENERAL CONDITIONS
INDEX

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CONTRACT FOR SERVICE
PART II
GENERAL CONDITIONS

GC-01 INDEMNIFICATION

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

GC-02 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Once awarded, this Contract shall not be subcontracted or any part thereof assigned without the express written approval of the County Purchasing Agent ("Purchasing Agent"). In no case, however, shall such approval relieve the Contractor from his obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or claims due or to become due without the advance written approval of the Purchasing Agent. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

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

GC-03 INDEPENDENT CONTRACTOR STATUS

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

GC-04 MATERIALS INSPECTION AND RESPONSIBILITY

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

GC-05 INSURANCE

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

GC-06 TAXES

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-01.

GC-07 PRICE REDUCTION

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

GC-08 CONTRACTOR CREDITS

To the extent the Contractor gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, (the "credits") such credits belong to the County and not the Using Department or any other County department. Contractor shall report any such credits to the Purchasing Agent.

GC-09 DISPUTES

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

GC-10 DEFAULT

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

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

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

GC-11 COUNTY'S REMEDIES

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

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

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

GC-12 CONTRACTOR'S REMEDIES

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

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

GC-13 DELAYS

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

GC-14 MODIFICATIONS AND AMENDMENTS

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

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

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

GC-15 PERSONNEL

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

GC-16 PATENTS, COPYRIGHTS AND LICENSES

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

GC-17 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

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

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

GC-18 AUDIT; EXAMINATION OF RECORDS

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

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

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

GC-19 COMPLIANCE WITH LAWS

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract, including but not limited to those County Ordinances set forth in the Certification attached hereto and incorporated herein. Assurance of compliance

with this requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor. The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

GC-20 CONDUCT OF THE CONTRACTOR

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

GC-21 ACCIDENT REPORTS

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

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

GC-22 USE OF PREMISES

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

GC-23 GENERAL NOTICE

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

TO THE COUNTY:

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

TO THE CONTRACTOR:

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

GC-24 TERMINATION FOR CONVENIENCE

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

GC-25 GUARANTEES AND WARRANTIES

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

GC-26 STANDARD OF MATERIALS

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

GC-27 DELIVERY

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

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

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

GC-28 QUANTITIES

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

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

GC-29 GOVERNING LAW

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

GC-30 WAIVER

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

GC-31 ENTIRE CONTRACT

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

GC-32 FORCE MAJEURE

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

GC-33 CONTRACT INTERPRETATION

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

GC-34 MINORITY AND WOMEN BUSINESS ENTERPRISES

COOK COUNTY ORDINANCE CHAPTER 10, SECTION 43.1 - 43.10

I. POLICY AND GOALS

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

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

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

II. REQUIRED SUBMITTALS

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

A. Affirmative Action Plan

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

B. Contractor's MBE/WBE Efforts Documentation

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

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

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

III. NON-COMPLIANCE

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

IV. REPORTING/RECORD-KEEPING REQUIREMENTS

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

V. EQUAL EMPLOYMENT OPPORTUNITY

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

GC-35 YEAR 2000 COMPLIANCE WARRANTY

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

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

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

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

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

END OF SECTION