



**REQUEST FOR PROPOSALS
FOR
THIRD PARTY LOGISTICS
FOR
OFFICE OF COOK COUNTY CLERK DAVID ORR**

Issued by the County Department Requesting Proposals
On APRIL 8, 2008

Proposals shall be received at 69 W. Washington Street, Room 1418, Chicago, IL 60602
Attention: Phillis Y. Laster, RFP Coordinator
Proposals are due before **5:00 P.M Central Standard Time on MAY 28, 2008.**

**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: RFP PROCESS AND TIME TABLE

1.01 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. Proposals submitted in response to this RFP will undergo an initial evaluation and, in the County's discretion, Proposers may be invited to discuss or explain their proposals, demonstrate their proposed Solutions and/or negotiate the specific terms pursuant to which a Proposer would be willing to enter into a Contract.

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

All prospective Proposers must submit a Proposer Registration Form in order to receive any Addendum which is issued prior to the date(s) upon which Proposals are due. Proposers failing to submit a Proposer Registration Form shall not be entitled to receive any Addendum 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.

1.02 PROJECTED RFP TIME SCHEDULE

The following time table establishes the projected dates and times of certain critical events relative to this Request for Proposals, including submission of written inquiries to the County, 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 but reserves the right to do so.

- **APRIL 8, 2008: RFP Available to Proposers.** The RFP will be posted on the County's website on APRIL 8, 2008. The RFP may also be picked up at 69 W. Washington, Suite 1418, Chicago, IL 60602, Attention: Phillis Y. Laster, RFP Coordinator, on or after APRIL 8, 2008. RFPs will be posted on the website and may be picked up through APRIL 29, 2008.
- **MAY 7, 2008: Proposer Conference/Site Tour.** All Proposers must attend a Proposer Conference/Site Tour on MAY 7, 2008 **unless otherwise stated herein by writing that it is not applicable (n/a).** Details are set forth in Section 1.03 of this RFP.

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- **MAY 9, 2008: Proposer Registration.** Attachment B to this RFP is a Proposer Registration Form. Proposers must complete this form and mail, deliver or fax it to 69 W. Washington, Suite 1418, Chicago, IL 60602, Attention: Phillis Y. Laster, RFP Coordinator on or before MAY 9, 2008 in order to be assured of receiving any Addenda issued by the County relative to this RFP. The County may elect to extend this date, but shall not be required to do so.
- **MAY 14, 2008: Proposer Inquiry Deadline.** All inquiries regarding this RFP shall be submitted to 69 W. Washington, Suite 1418, Chicago, IL 60602, Attention: Phillis Y. Laster, RFP Coordinator in writing by mail, delivery or fax on or before MAY 14, 2008. The County may elect to extend this date or to consider written inquiries submitted after MAY 14, 2008, but shall not be required to do so.
- **MAY 20, 2008: Reponse to Inquiries.** The County will consolidate and respond to written Proposer inquiries through the issuance of an Addendum which shall be transmitted to each Registered Proposer.
- **MAY 23, 2008: Notification of RFP Revisions.** If it becomes necessary to revise or supplement any part of this RFP, including any extensions or additions to the dates set forth herein, an Addendum will be transmitted to all Registered Proposers.
- **MAY 28, 2008: Due Date for Proposals.** Proposals must be delivered to 69 W. Washington, Suite 1418, Chicago, IL 60602, Attention: Phillis Y. Laster, RFP Coordinator by 5:00 p.m., CST, on MAY 28, 2008. The Evaluation Committee may elect to consider Proposals which are received after this date, but shall be under no obligation to do so.
- **JUNE 2, 2008: Evaluation of Proposals.** The Using Department will evaluate proposals and may invite one or more proposers to make presentations and/or to negotiate proposal terms for the consideration of the Board.
- **JUNE 9, 2008: Notifications.** The Using Department may notify Proposers who have been eliminated from consideration and shall notify all Proposers of its recommendation upon completion of its evaluation of Proposals.
- **JULY, 2008: Proposer Signed Contract Offer Due.** The recommended Proposer must submit a signed contract containing terms satisfactory to the Using Department for presentation to and consideration by the County's Board, which will determine whether to authorize a Contract, in its sole discretion. This authorization shall be contingent upon the finalization of Contract documents to the complete satisfaction of the County and to the Board's authorization of Contract execution, in its sole discretion.
- **JULY, 2008: Board Consideration of Contract Execution.** 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.

1.03 PROPOSER CONFERENCES AND SITE TOURS

If indicated in this Section 1.03 or in an Addendum issued to Registered Proposers, all Proposers must attend one or more Proposer Conferences, which may include Site Tours, for the purpose of receiving information about the Using Department'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 will, in the County's discretion, subject a Proposer to disqualification.

DATE OF PROPOSER CONFERENCE AND/OR SITE TOUR: MAY 7, 2008

TIME OF PROPOSER CONFERENCE AND/OR SITE TOUR: 10:00 A.M.

LOCATION OF PROPOSER CONFERENCE AND/OR SITE TOUR: Cook County Elections Department, Hawthorne Distribution Center, 4545 W. Cermak Avenue, Chicago, Illinois

TELEPHONE NUMBER FOR DIRECTIONS: 773-801-2000

Each Proposer may send up to two (2) representatives to a Proposer Conference. Proposer representatives must be directly employed by the Proposer and may not be subcontractors. Prospective subcontractors may send one (1) representative to a Proposer Conference. Subcontractors are not required to attend the Proposer Conference. Please refer to Section 2.02 Subcontractor, for information regarding limitations which apply to subcontractor communications with Proposers and with the County during the RFP process.

1.04 USING DEPARTMENT RFP COORDINATOR

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

Name: Phillis Y. Laster

Title: RFP Coordinator

Using Department: Office of Cook County Clerk David Orr

Address: 69 W. Washington Street, Room 1418, Chicago, IL 60602

Fax No.: 312-603-9641

Email Address: countyclerkrfp@cookcountygov.com

1.05 RESTRICTIONS ON CONTACT WITH COUNTY/INQUIRIES

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

1.06 SUBMISSION OF PROPOSALS

All Proposals shall be labeled **“THIRD PARTY LOGISTICS”** and shall be delivered to the Using Department RFP Coordinator at the address set forth in Section 1.04 of this RFP no later than 5:00 p.m. CST on **MAY 28, 2008**. Five (5) originals of the Proposal shall be submitted.

PART II: INSTRUCTIONS TO PROPOSERS

2.01 DEFINITIONS

The following definitions shall apply to this RFP:

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

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

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

“Contractor” shall mean the individual(s) or business entity, 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, that are proposed to be provided to the County in this RFP.

“Proposal” shall mean the documents submitted by Proposers pursuant to this RFP that 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.

“Registered Proposer” shall refer to a prospective Proposer who has submitted a completed Proposer Registration Form (Attachment B) to the County, which shall entitle such prospective Proposer to receive any Addendum 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 of and recommendation that the Board authorize a Contract with one or more Proposer(s).

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

“Using Department” shall mean the Departments or Agencies within Cook County government which will receive the Deliverables or Solutions if a Contract is entered into as a result of this RFP.

“Using Department RFP Coordinator” shall refer to the individual representing the Using Department for all purposes related to this RFP and to whom all communications and Proposals must be directed. This individual is identified in Section 1.04 of this RFP.

2.02 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 disapprove a proposed Subcontractor and to require the Proposer to identify replacement Subcontractors.

B. Subcontractor Attendance at Proposer Conference. Firms which 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.

2.03 CONTENTS AND ORGANIZATION OF PROPOSALS

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

- **Section 1: Transmittal Letter.** Proposer shall include a letter of transmittal signed by an individual who is authorized to bind the Proposer contractually. The transmittal letter shall include the name, title, address, telephone number, facsimile number and email address of one or more individuals who can respond to requests for additional information.
- **Section 2: Proposer’s Qualifications and Experience.** Proposer shall complete the Proposer Questionnaire included with this RFP as Attachment A and shall supply any information or documentation required by the Proposer Questionnaire.

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- **Section 3: Proposed Solution.** Proposer shall provide both a summary and a detailed description of its proposed approach to and plan for providing one or more Solution(s) which will meet the County's contractual requirements as set forth in Part III of this RFP. The Proposer shall also describe in detail its proposed pricing, which shall be summarized on the Cost Proposal Form included with this RFP as Attachment D.
- **Section 4: Subcontractor Identification.** Proposer shall identify the Subcontractor(s) it intends to use to provide specific Deliverables described in Section 4 of its Proposal. 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 5: Requested Exceptions to General Conditions.** The County's legal terms, or General Conditions, are included with this RFP as Attachment C. 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.
- **Section 6: Cost Proposal.** Proposer shall complete the Cost Proposal Page included in this RFP as Attachment D. This form shall provide a summary of proposed pricing which is described in more detail in Section 4 of the Proposal.

2.04 OWNERSHIP OF PROPOSALS

All material submitted by Proposers shall become the sole property of the County. The Office of Cook County Clerk David Orr 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, and in which case the Office of Cook County Clerk David Orr 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.

2.05 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.

2.06 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.

2.07 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.

2.08 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 contained within its Proposal.

2.9 PROPOSER NEGOTIATIONS

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

2.10 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.

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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 and approval of the Cook County Board of Commissioners, which may accept or reject any proposed Contract in its sole discretion.

2.11 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.

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

PART III: COUNTY REQUIREMENTS: SPECIAL CONDITIONS

The Proposer shall have a demonstrated expertise with the technical and functional aspects of the matters contained in this Section III, Special Conditions. The minimum anticipated needs of the County and responsibilities of the Contractor are set forth in this Section III. Proposers should describe how their Solution(s) will satisfy these needs and fulfill these requirements. If Proposer wishes to propose a Solution which does not satisfy the provision of this Section III, it should submit a written inquiry as provided in Section 1.02, above, requesting that the County modify the scope of this RFP or agree to entertain alternative Solutions.

3.01 USING DEPARTMENT BACKGROUND INFORMATION

The Cook County Clerk is the government official responsible for the administration of the elections in suburban Cook County, outside the City of Chicago. For these purposes, the Clerk will conduct elections as outlined in this RFP.

Suburban Cook County covers approximately 743 square miles. The extreme distance from the point of pick-up to the point of delivery as outlined in this RFP is approximately 40 miles. Cook County is divided into 30 townships consisting of a total of approximately 2300 precincts and 1400 polling places. The County is further divided into 126 cities and villages. Other jurisdictions include 196 various park, library, sanitary and fire protection districts along with 158 elementary, high school and college districts.

All of the above-mentioned districts may be involved in elections during the term of this Contract.

- **CONTRACT PERIOD: TENTATIVE ELECTION CALENDAR**

This RFP applies to six (6) elections and extends from January 1, 2009 through May 30, 2011. The specific dates of elections listed below are subject to change.

2009:

February 24, 2009

April 7, 2009

2010:

February 2, 2010 (or possible third week in March)

November 2, 2010

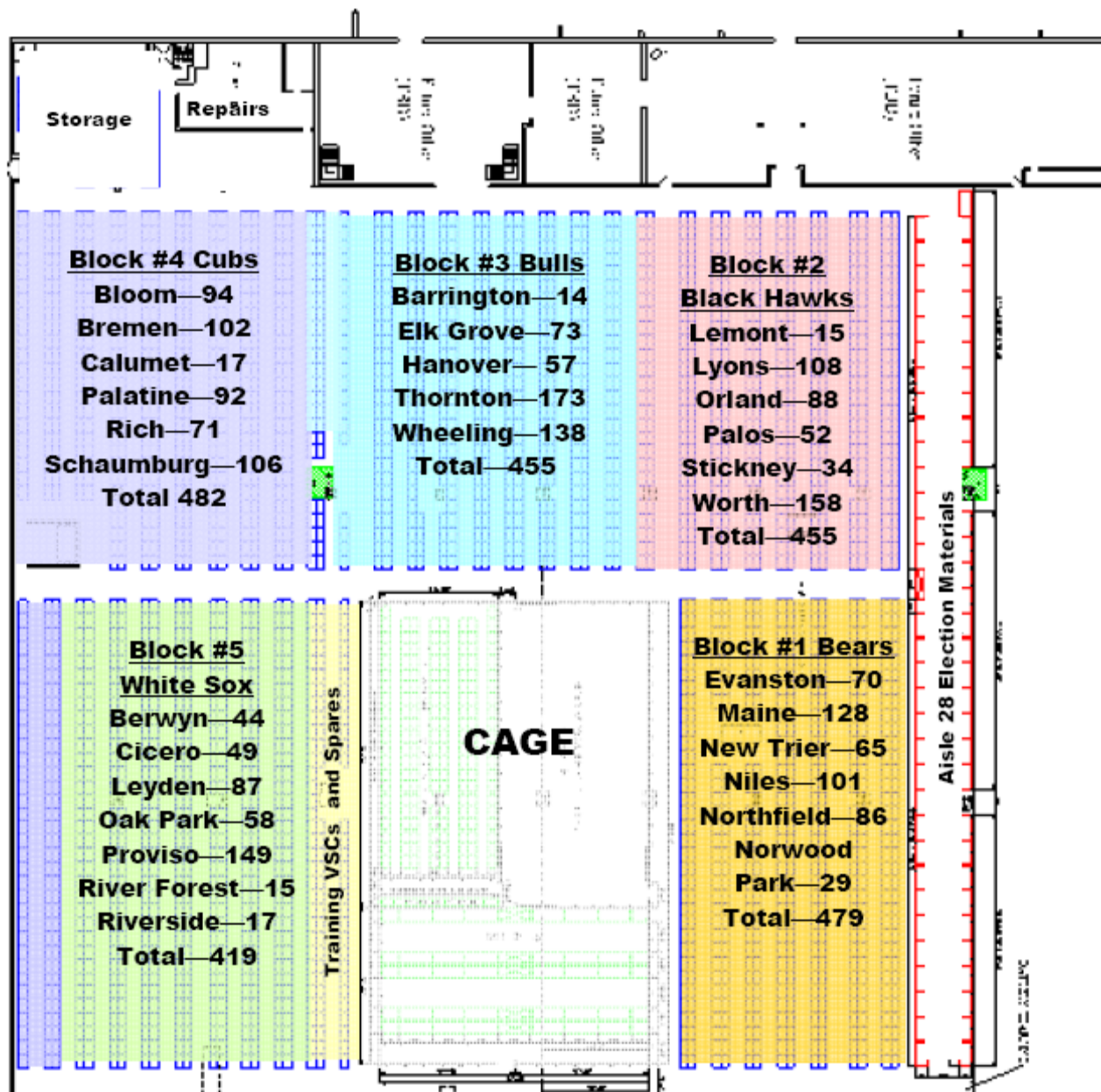
2011:

February 22, 2011

April 5, 2011

- **VOTING PRECINCTS UNDER THE JURISDICTION OF THE COUNTY CLERK**

The following HDC floor plan is a sample of the "block order" of Voting Supply Carriers (VSCs) showing Cook County townships and the number of precincts in each. All precincts will be involved in each election except the February 2009 and the February 2011 elections (see Cost Proposal Chart).



This plan is correct as of the date of this RFP, but the number is subject to change over the term of the Contract.

The Cook County Clerk Office is committed to providing quality service to the public in a timely and efficient manner. Under federal, state and county laws, the Clerk's office performs numerous duties including the following:

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- Elections Department (ED): Conducts elections and registers voters for suburban Cook County.
- Bureau of Vital Records (BVR): Maintains and provides the public with copies of birth, death and marriage records; issues marriage licenses, notary public certifications, and assumed business name registrations.
- Real Estate and Tax Services Division (TSD): Sets tax rates and maintains real estate maps, local government tax levies, receives redemptions of delinquent property taxes and provides property tax information.
- Clerk of the Board (COB): Prepares agendas and publishes the Journal of Proceeding for all meetings of the Cook County Board of Commissioners.
- Ethics and Campaign Disclosure Department (ECDD): Receives and makes available to the public statements of economic interest, campaign finance reports and lobbyist registration and reports.

3.02 CURRENT SOLUTION / METHOD

The Clerk currently uses outside contractors to provide third party logistics for the work described in this RFP. This RFP solicits proposals for moving election-related supplies, materials and equipment and managing the delivery of Voting Supply Carriers (VSCs) to locations throughout suburban Cook County, outside of the City of Chicago, Illinois, from the Hawthorne Distribution Center (HDC), 4545 W. Cermak, Chicago, Illinois and election supplies from the George Dunne Cook County Administration Building, 69 W. Washington Street (69WW), Chicago, Illinois.

The Contractor shall supply labor, equipment and personnel required to manage the movement and delivery of VSCs and other election-related supplies, materials and equipment. See Cost Proposal Chart for quantities of specific items per each election.

3.03 REQUIREMENTS AND SPECIAL CONDITIONS

3.03.1 COORDINATION AND SUPERVISION

For any of the following lettered sections, Contractor is responsible for performing the following tasks in its oversight and supervision of Sub-contractors or Labor Contractors:

- o ROUTING: develop a routing strategy for the delivery and return of all Election equipment and supplies incorporating the HDC “Block Order” outlined herein; create and provide routing maps to all drivers, subcontractors and delivery services.

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- o **DIRECTING:** assign delivery and return routes to all subcontractors, drivers and delivery services; contact and verify delivery and pick-up schedule with each precinct polling place; schedule HDC loading dock time and communicate pick-up and delivery schedule to all drivers, subcontractors and delivery services; supply staffing, including supervisory personnel at HDC or wherever appropriate; hold briefing sessions with drivers, subcontractors and delivery services, conduct and advise of emergency situation procedures; and give direction on procedures for reporting damages.
- o **MANAGING:** manage all activities of any drivers, subcontractors and delivery services, as the case may be.
- o **MONITORING:** monitor the activities, performance/non-performance and progress of the drivers, subcontractors and delivery services to ensure all tasks are being executed in a timely manner; and
- o **REPORTING:** report the activities, performance/non-performance, condition of labor and equipment, and status of the project to HDC management.

A. Election Judge/ Equipment Manager Training Program

Contractor will be required to route, pick up and deliver all training equipment for the Election Judge and Equipment Manager training programs beginning two-three (2 – 3) months prior to Election Day as follows in each election except the February 2009 and February 2011 elections (see Cost Proposal Chart):

1. **Train the Trainer:** Three (3) months prior to Election Day, Contractor will be required to pick up from HDC and deliver to a single location up to twenty (20) fully-loaded VSCs to be used for training the trainers and either returned to HDC or delivered to another training site.
2. **Equipment Manager and Election Judge Trainings:** Approximately two (2) months prior to the election, Contractor will be required to pick up from HDC up to fifty (50) fully-loaded VSCs and deliver them to multiple training locations throughout suburban Cook County. During the training period, the VSCs for each of the four training teams must be moved from one training location to another twice a week. At the end of the training period, training VSCs must be picked up from the final training sites two (2) days prior to Election Day and returned to HDC immediately after Election Day, (see sample training schedule).

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SAMPLE TRAINING SCHEDULE						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 New Years Day	2	3 North – Winnetka C. H. Refresher: 6:30 pm	4	5 North – Winnetka C. H. Refresher: 9 am Refresher: 2 pm
6	7 West – Mohr Center NEW Class 1: 1 pm NEW Class 2: 6:30 pm	8 West – Mohr Center Refresher: 1 pm Refresher: 6:30 pm	9 West – Mohr Center Refresher: 1 pm Refresher: 6:30 pm	10 West – Mohr Center Refresher: 1 pm Refresher: 6:30 pm	11	12 West – Mohr Center Refresher: 9 am Refresher: 2 pm Southwest – Toyota
13	14 Northwest – Arlington Park NEW Class 1: 1 pm NEW Class 2: 6:30 pm	15	16 Northwest – Arlington Park Refresher: 1 pm Refresher: 6:30 pm	17 Northwest – Arlington Park Refresher: 6:30 pm	18	19 Northwest – Arlington Park Refresher: 9 am TENTATIV Refresher: 2 pm
20	21 MLK Birthday North – Winnetka C. H. NEW Class 1: 1 pm	22 North – Winnetka C. H. Refresher: 1 pm Refresher: 6:30 pm	23 North – Winnetka C. H. Refresher: 1 pm Refresher: 6:30 pm	24 North – Winnetka C. H. Refresher: 1 pm Refresher: 6:30 pm	25	26 LOYOLA ONLY North-Loyola – Winnetka NEW Class 1: 9 am NEW Class 2: 2 pm
27 LOYOLA ONLY North-Loyola – Winnetka NEW Class 1: 9 am NEW Class 2: 2 pm	28 North – Winnetka C. H. NEW Class 1: 1 pm NEW Class 2: 6:30 pm	29 North – Winnetka C. H. Practice: 1 pm Practice: 6:30 pm	30 North – Winnetka C. H. Practice: 1 pm Practice: 6:30 pm	31 Northwest – Arlington Park Practice : 2 pm Refresher : 6		

B. Voter Registration Program

Contractor is required to pick up voter registration materials on two (2) separate days as follows:

1. Twenty-seven (27) days prior to Election Day at approximately one hundred and twenty-six (126) city and village clerks' offices between 9:00 a.m. and 4:00 p.m. and deliver these materials to the Election Department at 69WW the same day. An Econoline truck or van may be used in moving these materials.
2. Twenty-six (26) days prior to Election Day at the thirty (30) township clerks' offices and five (5) suburban County Clerk offices. These must be done between 9:00 a.m. and 4:00 p.m. and materials must be delivered to the Election Department at 69 WW the same day.

C. Early Voting/In-Person Absentee Voting

1. Early Voting: Contractor is required to pick up Early Voting equipment and supplies from HDC and deliver to the Early Voting sites twenty-six (26) days prior to Election Day. These deliveries will consist of approximately five (5) E2Ps, two (2) HAATs, a canvas bag of materials, and a box of miscellaneous supplies for each site. Equipment and supplies must be picked up no earlier than 5:30 p.m. and no later than 6:00 p.m. on the final day of Early Voting – five (5) days prior to Election Day – from each site (see Cost Proposal Chart for number of sites per election) and delivered to HDC no later than 8:00 p.m. the same day.
2. In-Person Absentee Voting: Equipment and supplies must be picked up from the Early Voting sites that also conduct In-Person Absentee Voting at 6:00 p.m. the day prior to Election Day and delivered to HDC the same day. These sites include the five (5) suburban County Clerk offices located in the Cook County Courthouses and one (1) at 69 WW.

Cook County Clerk Suburban Offices

*Northwest suburbs/Rolling Meadows
District #1 Rolling Meadows Courthouse
2121 Euclid Ave., Room 238
Rolling Meadows, IL 60008 (847)818-2850*

*South Suburbs/Markham
District #5 Markham Courthouse
16501 S. Kedzie, Room 238
Markham, IL 60426 (708)210-4150*

*North suburbs/Skokie
District #2 Skokie Courthouse
5600 W. Old Orchard Road, Room 149
Skokie, IL 60077 (847)470-7233*

*West suburbs/Maywood
District #3 Maywood Courthouse
1311 Maybrook Square, Room 109
Whitcomb Building Maywood, IL 60153
(708) 865-6010*

*Southwest suburbs/Bridgeview
District #4 Bridgeview Courthouse
10220 S. 76th Ave., Room 238
Bridgeview, IL 60455 (708) 974-6150*

D. Voting Supply Carriers (VSCs)

There are approximately 2300 precincts and 1400 polling places for the April 2009, February 2010, November 2010, and April 2011 elections. The February 2009 and February 2011 elections will have approximately 100 precincts and 75 polling places. Each precinct has one or more VSCs to be picked up from HDC and delivered throughout the thirty (30) townships in suburban Cook County to the polling places.

VSCs are 5.66' (H) x 4.14' (W) x 2.14' (D) and weigh approximately 750-800 pounds with required equipment and supplies.





1. Contractor is responsible for the pick-up, delivery and return of the VSCs per the instructions outlined below. A semi-trailer will need to be used in the movement of VSCs. Depending on the routing strategy developed by the Successful Proposer, it is required to have available at least 10 tractor semi-trailer trucks with 53-foot trailers with enclosed cargo compartments capable of carrying a minimum of 30 VSCs per route or 20 straight line trucks of at least 24 feet in outside length with enclosed cargo compartments and capable of carrying a minimum of 15 VSCs per route. Each row of VSCs must be strapped down and each VSC must be blanketed. All trucks must be equipped with lifts. All vehicles required in any route must be utilized as determined by VSC availability in order to ensure that deliveries are completed prior to Election Day.

2. The VSCs are to be trucked from the rear only. They are to be loaded onto the Contractor trucks at one level. Under no circumstances are the VSCs to be stacked one on top of another.

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3. All Personnel moving the equipment must be trained on how to move and transport the VSC correctly. Contractor is required to verify that subcontractors and laborers have been properly trained in the handling of equipment such as loading, unloading, strapping and blanketing VSCs. All trailers are to be inspected internally prior to dispatch to HDC to ensure they are in safe, usable condition and that floor boards are free of holes and obstacles.
 4. Contractor must be able to manage the personnel and trucks so as to make all pickups and deliveries within five (5) days utilizing as many as eleven (11) docks simultaneously.
 5. Staging order of the VSCs and timeline will be determined by HDC. Contractor will begin staging VSCs on the loading dock approximately ten (10) days prior to the Election Day. Contractor is responsible for the removal of the VSCs in Block order from the warehouse floor to the loading docks.
 6. VSCs are picked up from HDC on Monday, beginning eight (8) days prior to the Election and ending the Monday before the election. Routing and routing maps are created by the Contractor based on the Clerk's polling place locations. The Clerk will supply polling place delivery locations and instructions approximately twelve (12) days prior to Election Day dependent on factors not necessarily in direct control of the Clerk. Contractor is required to have staff and equipment available to complete delivery of 90% of the VSCs by 4:00 p.m. the Friday prior to Election Day. The 90% deadline will not be extended even if the start of pickup is delayed by the Clerk's office. It is imperative that approximately 90% of the VSCs be delivered by Friday prior to Election Day in order for the Election Judges to have an opportunity to ascertain that all of their supplies are in the VSC.
- There will be approximately 10-15% of the VSCs that will be delivered the Monday prior to Election Day. These must be delivered by noon. Each and every VSC must be delivered by noon on Monday prior to Election Day.
7. Contractor shall make accommodation for approximately thirty (30) "B" VSCs or second VSCs to be delivered to precincts determined by HDC Manager prior to Election Day except for the February 2009 and February 2011 elections.
 8. In addition to the VSCs, Contractor must also deliver 1-3 pieces of accessibility equipment to approximately 120 polling locations. Accessibility equipment includes traffic cones, ballot calls, and accessibility ramps. Accessibility equipment is to be delivered with the VSCs to designated precincts, and must be picked up with the VSCs following the election.
 9. The Contractor must have the staff available, and make arrangement, if necessary, on the Saturday, Sunday and Monday before Election Day to move VSCs to a different location at the polling place if necessary. These requests are minimal, but they must be handled promptly with no additional charges.

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10. Contractor must have a delivery card signed at the polling place for each VSC delivered and return these cards to its office on a daily basis for inventory control. This is very important to HDC management in case a question relative to the location of a VSC is raised. If a VSC is damaged during delivery, the Contractor must notify HDC management immediately and not delay until the signed delivery cards are returned at the end of the day. If a VSC is damaged and returned to HDC, the Contractor shall deliver a replacement VSC at no additional cost to the County no later than the next day. HDC management will assess damage to the equipment and test the electronic voting machines contained in the VSC to determine whether replacements are needed. Contractor shall be liable for the costs of repairing any damage and/or replacing any equipment that is rendered inoperable that is determined to be the result of its handling of the VSCs.

11. Beginning Wednesday morning after Election Day VSCs are picked up and returned to the HDC loading docks. From the loading docks, Contractor will move the VSCs to specific designations on the HDC floor as designated by HDC management (refer to Block Order layout shown on Page 5). Contractor is responsible for ensuring the proper alignment of all VSCs. All VSCs must be picked up and returned to HDC within five-eight (5-8) days after Election Day.

E. Election Judge Supply Envelopes

1. Contractor is required to pick-up from HDC Election Judge Supply Envelopes and deliver them to the offices of the township clerks. They are to be delivered no later than the Wednesday before each Election between 9:00 a.m. and 1:00 p.m. On the Friday before the Election, four (4) days prior to Election Day, Contractor shall pick up all signed receipt cards and unclaimed envelopes from all township Clerks. All materials will be delivered to 69WW between 1:00 p.m. and 5:00 p.m. on the Friday prior to Election Day. An Econoline (small parcel delivery) truck or van may be used for the movement of these items.

2. Contractor is required to re-deliver any unclaimed Election Judge Supply Envelopes to the Election Judge's home. This work will be conducted on the Saturday and Sunday immediately prior to Election Day. The Contractor must have the ability to perform such work within 8 hours after receiving telephone notice by Elections management.

F. Nursing Home Voting

Five (5) days prior to Election Day, Contractor will deliver absentee voting materials to the personal residences of the Election Judges who will be conducting Nursing Home Voting. Materials to be delivered include one or two (1-2) wheeled bags for each nursing home which contain paper ballots, forms and supplies. No E2Ps are used for Nursing Home Voting. For the February 2009 and February 2011 elections there will be approximately 10-25 deliveries. All other elections will have approximately 75-150 deliveries per election.

G. 6:00 a.m. Delivery Envelopes

On Election Day, Contractor is required to deliver a “6:00 a.m. Delivery Envelope” to each and every precinct by 6:00 a.m. These 12”x19” envelopes contain important last-minute instructions for the election judges and will be available at 69WW by 7:00 p.m. Monday prior to Election Day.

H. Election Day Stand-By Crews

There will be two areas for stand-by crews on Election Day as follows:

1. Field: Contractor must provide three (3) stand-by crews, starting at 5:00 a.m. on Election Day until 12:00 noon, for any changes in the movement of Election equipment. One stand-by crew shall be located in the north suburbs, one in the south suburbs and one in the west suburbs. A stand-by crew shall consist of two (2) trucks (either semi-trailers or straight trucks) staffed by two (2) individuals per truck until 9:00 am and two (2) Econoline type vans after 9:00 a.m. The stand-by crews must have dispatching and supervisory capabilities and 2-way, direct, immediate communication capabilities to Contractor.
2. HDC: Contractor must have up to twenty (20) stand-by crews at HDC from 6:30 a.m. through 6:00 p.m. for emergency deliveries of E2Ps to the Remote Distribution Centers. These deliveries can be made by bonded delivery vehicles but must be able to accommodate up to four (4) E2Ps, HAATs and other voting equipment and supplies.

I. Election Night Coverage - RDCs

The Contractor is required to provide one truck (either semi-trailer or straight truck) and employees to each of the RDCs to transport Election materials to HDC, including, without limitation:

1. Boxed election material;
2. Wheeled ballot bags;
3. All miscellaneous materials brought back by Election Judges and by the Clerk employees to the RDCs.

The Contractor must provide the required number of speed packs and legal totes to each RDC site on Election night. The exact number will be determined prior to Election night. Trucks should be available from 7:00 p.m. until closing. See Cost Proposal Chart for the number of RDCs and the number of expected speed packs per election.

Third Party Logistics Request For Proposal No. 08-50-1034P
Moving Election Equipment and Supplies
Timetable

A.1.: 2-3 Months Prior to Election Day	Delivery of VSCs for training of trainers
A.2.: 2 Months through 2 days Prior to Election Day	Election Judge/Equipment Manager Training
B.: 26 and 27 Days prior to Election Day (Close of Voter Registration)	Pick Up Voter Registration Materials
C.1.: 26 Days Prior to Election Day	Early Voting Equipment and Materials Delivery
C.1.: 5 Days Prior to Election Day	Early Voting Equipment and Materials Pickup
C.2.: 1 day prior to Election Day	In-Person Absentee Voting Equipment and Materials Pickup
D.5.: 10 days (Friday) Prior to Election Day	Begin Staging and Loading VSCs for Delivery
D.6.: 8 days (Monday) through 4 days (Friday) Prior to Election Day	Manage the delivery of 85- 90% of VSCs
D.6.: 1 Day Prior to Election Day	Manage the delivery of 10-15% “Monday Only” VSC Deliveries
D.11.: 1 Day after Election Day	Manage pick-up of VSCs from Polling Places and Delivery to HDC (completed in 8 Days)
E.1.: 7 Days (Wednesday) Prior to Election Day	Election Judge Supply Envelope Delivery
E.1.: 4 Days (Friday) Prior to Election Day	Election Judge Supply Envelope Receipt Card and Unclaimed Envelope Pickup
E.2.: 2-3 Days Prior to Election Day	Deliver Unclaimed Election Judge Supply Envelopes
F.: 5 Days (Thursday) prior to Election Day	Nursing Home Voting Materials Delivery
G.: Election Day 6:00 a.m. Delivery	“6:00 a.m. Envelopes” Delivery
H.1.: Election Day Stand-By Crew - Field	3 Stand-by Crews from 5:00 a.m. to 12:00 noon
H.2.: Election Day Stand-By Crew-HDC	20 Stand-by Crews from 6:30a.m.-6:00p.m
I.: Election Night – RDCs	1 Truck from 7:00p.m. – Closing at Each RDC for Pickup and Delivery to HDC (bonded)

3.04 OTHER INFORMATION AS NEEDED – TO BE DETERMINED BY DEPARTMENT

DEFINITIONS AS DESCRIBED BY THE DEPARTMENT

“Clerk” shall mean the Cook County Clerk and representatives, particularly the Department of Elections officials.

“E2P” shall mean an Edge 2 Plus unit of electronic voting equipment approximately 4’x4’, 60 pounds resembling a large square suitcase.

“HAAT” shall mean a Hybrid Activator Accumulator Transmitter unit of electronic voting equipment 1’x1’, 7 pounds resembling a VCR.

“HDC” shall mean Cook County Clerk Elections Department, Hawthorne Distribution Center, 4545 W. Cermak Avenue, Chicago, Illinois.

“Proprietor” is the property owner of the polling place or training center.

“RDC” is a Remote Distribution Center open only on Election Day in various locations throughout suburban Cook County.

“VSC” shall mean Voting Supply Carrier which is a wheeled blue metal box of dimensions 5.66’ (H) x 4.14’ (W) x 2.14’ (D) weighing 750-800 pounds with a locked door. It carries voting equipment and supplies.

3.04.1 CONTRACT PERIOD

This is a requirements-type of contract which shall be effective after approval by the County of Commissioners and after proper execution of the Contract Documents for a Contract Period of December 1, 2008 through May 30, 2011. Prices are to remain firm from date of Award through the completion of the Contract.

3.04.2 RFP PRICE CALCULATIONS

Proposer must submit a Contract price in Addendum E: COST PROPOSAL FORM that (1) is a lump sum amount for the entire work of this RFP, and (2) is broken down into parts as called for in this RFP. Proposer must anticipate all costs for the complete performance of the Contract taking into consideration the crucial time frames involved in Election matters and the time of the year and possible weather conditions involved during the term of this RFP. The Clerk shall not honor any charges beyond the Contract Price, with the exception of Miscellaneous Moves set forth in the Specifications. The Successful Proposer shall not be reimbursed or be entitled to additional compensation for any minor variations in instructions given by the Cook County Department of Elections or the Specifications, since such should

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be anticipated. Minor variations include, without limitation, change in delivery from one location to another.

For each item set forth, the Proposer is required to fill out the “Attachment E. Cost Proposal Form” associated with the item, and found at the back of this RFP. The information in Attachment E. is absolutely essential to the evaluation of Proposals submitted in response to the RFP. Failure or inability to complete all of the requirements shall result in the disqualification of any proposal from consideration for the Contract.

3.04.3 FORFEITURE OF BOND

If damage occurs to County property as a result of the Contractor fulfilling its responsibilities outlined in the time frame dictated, the County has the right to use the bond to pay to repair/replace property.

3.04.4 PERFORMANCE

It is the sole responsibility of the Contractor to assure that all tasks set forth in Part II Requirements and Special Conditions are completed in the time frame dictated and, if necessary, is required to call on additional resources in an emergency situation. The Contractor must have the staff to accomplish all of the Requirements and Special Conditions in the time frames set forth in Part II Section 2.03 herein. It shall be the responsibility of the Contractor to ensure the delivery of all items in good condition. The Contractor must also be able to adapt to delays due to court litigation or any other matter including delay caused by the delivery of early voting or absentee materials and/or Voting Supply Carriers. If any items are damaged in shipping, it shall be the sole responsibility of the Contractor moving the equipment to submit a damage report to the HDC Manager, and reimburse the Clerk for the cost of new replacement items. If any polling place is damaged during delivery or pick-up of VSCs or other election materials it is the responsibility of the Contractor to contact the Proprietor of the polling place and to reimburse the Proprietor for damages. Further, the Contractor shall submit a damage report to the HDC Manager with the location, time, date and type of damage within 24 hours after damage occurs. It is the responsibility of the Contractor to respond and ensure operations continue in the time frame dictated despite problems with damaged equipment.

The Contractor bears sole and ultimate responsibility for the successful completion of the entire election moving operation, through its management of the Sub-Contractors, if any, and Labor Contractors, as well as its own efforts.

3.04.5 CONTRACTOR’S COMMUNICATION CAPABILITIES

The Contractor is required to have direct communication capabilities and tracking capabilities to communicate, at any time with any truck, during the delivery and pick-up of supplies and material in the event that any unforeseen problems occur at any precinct location, with the routing of personnel and/or equipment, or any other situation where management needs to facilitate a response and direct labor so a

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not to jeopardize the integrity of the election. Contractor also needs to have direct communication and tracking capabilities with any truck at any time in order to keep HDC management apprised of the exact status of all supplies and materials and must demonstrate a communications network that enables the Contractor/Project Manager to communicate with labor, personnel and HDC management. Proposal must include description of the compatible communication capabilities that will ensure no more than a 10-minute response time required by any sub-contractors. For each day described in this RFP, Successful Proposer must staff a 24 hour per day, 7-day week telephone so that HDC management can be in contact with the Contractor at all times.

3.04.6 PERFORMANCE BONDS

A. Driver's Performance.

The Successful Proposer shall be required to furnish evidence that it and all of its drivers are appropriately licensed by the State and bonded by a surety that meets the approval of the County. The bond and surety are subject to the right of reasonable approval by the County.

B. General Performance.

The Successful Proposer shall be required to furnish a performance Bond upon award of the Contract, in the penal sum of the full amount of the Contract, from a surety company meeting the requirements set forth in the General Conditions. The Proposal must be accompanied by a letter from Contractor's surety certifying that said surety has read the requirements set forth in the General Conditions and will issue the required bond upon award of the Contract by the Board of Commissioners of Cook County.

3.04.7 INSURANCE

The Successful Proposer will furnish Original or Certified Copies of Certificates of Insurance certifying that it has procured the following kinds and limits of insurance.

- o General Liability with a minimum limit of \$100,000.00 (bodily injury and property damage, each occurrence)
- o Automobile Liability with a minimum limit of \$100,000.00 (bodily injury and property damage, each occurrence)
- o Statutory Workers' Compensation and Employees' Liability with a minimum limit of \$100,000.00 per person.

Should any of the above described Policies be canceled before the expiration of any Contract awarded pursuant to this RFP, the issuing company must provide thirty (30) days written notification to the County prior to such cancellation. The County of Cook shall be named an additional insured party on all Certificates of Insurance. The Certificate of Insurance must be submitted prior to the performance of any contract awarded under this RFP.

3.04.8 SECURITY

Because of the sensitivity of this RFP, the Contractor is expected to impose strict security guidelines upon its personnel and employees in the delivery of the election materials so that election materials are delivered only to locations specified by the Clerk and further that no officer, agent, employee or other person may be permitted to tamper with, in any manner, the election materials. Such tampering may be a criminal violation of the Election Code of Illinois or Illinois Compiled Statutes or other applicable law.

3.04.9 CLEAN-UP

Contractor shall remove all crates, boxes and other debris brought in by the Contractor or created by the Contractor in the performance of this RFP.

PART IV: LEGAL REQUIREMENTS

ATTACHMENTS A – E

ATTACHMENT A: PROPOSER QUESTIONNAIRE

CONTRACTOR QUALIFICATIONS ITEMS REQUIRED TO BE SUBMITTED WITH PROPOSAL:

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

A. DESCRIPTION OF COMPANY

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

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

In addition, the Proposer shall provide:

1. Organization Chart and Rationale for Team – An organization chart for the company should show reporting relationships of principals and areas of responsibility pertaining to the required services, as outlined in Section 3 and the rationale for assembling this specific team. Describe why this firm is best suited to be selected.

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2. Team Member Firms' Key Personnel – Submit resumes for key personnel committed to this project; these personnel can be both managerial and technical. Include a description of any key personnel's specialized experience.
3. A summary of the history of Contractor's company in terms of its size, range and types of services Contractor has offered and currently offers through its company; and the types of clients and geographic areas serviced by Contractor.
4. Indicate how many years your company has been in business and the number of years devoted to healthcare. If your company is a subsidiary, include a copy of the corresponding information on the parent company.

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

B. GENERAL INFORMATION

C. FINANCIAL STATEMENT

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

D. REFERENCES

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

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

D.MBE/WBE PARTICIPATION

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

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

ATTACHMENT B: PROPOSER REGISTRATION FORM

GENERAL CONDITIONS
SUPPLY/SERVICE
SOLE SOURCE

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GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Purchasing Agent, which approval shall be granted or withheld at the sole discretion of the Purchasing Agent. In no case, however, shall such approval relieve the Contractor from its obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the 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.

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

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

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

GC-02 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-03 INSURANCE

Contractor shall purchase and maintain at all times during the term of this Contract insurance coverage which is satisfactory to the County and will satisfactorily insure the Contractor against claims and liabilities which arise or could arise because of the performance or nonperformance of the Contract. All insurance required hereunder shall meet the requirements of the County's Department of Risk Management and shall name the County as an additional insured unless such designation is unavailable due to commercial practices in the insurance industry as to a particular type of coverage. With the exception of certificates required to be submitted with the Proposal, Contract shall deliver to the County satisfactory certificates evidencing compliance with this insurance provision prior to commencing performance under the Contract.

GC-04 INSPECTION AND RESPONSIBILITY

At any and at all times during the term of the Contract and at any location where the Contract is performed, the County shall have a right to inspect any Deliverables provided in carrying out this Contract. The Contractor shall be solely responsible for the quality and standards of all Deliverables furnished under this Contract. Deliverables may be rejected by the Purchasing Agent and/or the Director of the Using Department if they fail to meet Contract requirements or are provided in a manner which does not meet Contract requirements. In the event of such rejection, Deliverables shall be replaced and/or re-performed by the Contractor promptly and at no additional cost to the County. Any Deliverables 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 Deliverables have been rejected.

GC-05 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-06 PAYMENT

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

GC-07 PREPAID FEES

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

GC-08 TAXES

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

GC-09 PRICE REDUCTION

If at any time after the contract award, Contractor makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section GC-09, Price Reduction, a general price reduction shall include reductions in the effective price charged by Contractor by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Contractor makes in the price of the Deliverables to its prospective customers generally.

GC-10 CONTRACTOR CREDITS

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

GC-11 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 of the Using Department. 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. However, unless a notice is issued by the Purchasing Agent indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Purchasing Agent of a dispute. No inference shall be drawn from the absence of a decision by the Purchasing Agent. 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-12 DEFAULT

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract including, but not limited to, a representation or warranty, where Contractor has failed to cure such breach within ten (10) days after written notice of breach is given to Contractor by the County, setting forth the nature of such breach.

In the event Contractor shall breach any material terms or conditions of this Contract on more than one occasion during any twelve month period during the term hereof, or in the event Contractor expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County may, at its option, declare the Contractor to be in default and the County shall be entitled to exercise all available remedies including, but not limited to, termination of the Contract, without affording the Contractor further opportunity to cure such breach. Failure of County to give written notice of breach to the Contractor shall not be deemed to be a waiver of the County's right to assert such breach at a later time, should the Contractor commit a subsequent breach of this Contract.

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-13 COUNTY'S REMEDIES

Following notice of material breach to Contractor, the County reserves the right to withhold payments otherwise owed to Contractor until such time as Contractor has cured the breach.

If the Contractor fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-12, Default, or if Contractor commits a subsequent material breach within a twelve month period or expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County shall have the right to terminate this Contract upon written notice to the Contractor which shall set forth the effective date of such termination.

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

GC-14 CONTRACTOR'S REMEDIES

If the County has been notified of breach and fails to remedy the breach during the ninety(90) day cure period pursuant to General Condition GC-12, Default, the Contractor shall have the right to terminate this Contract upon not less than thirty (30) days prior written notice to the County, which notice shall set forth the effective date of termination.

Contractor shall have the right to pursue all remedies available in law or equity. In all cases the Contractor's damages shall be those actual provable damages not to exceed the amount of the Contract as awarded by the Cook County Board of Commissioners less all amounts paid to Contractor. In no event shall Contractor be entitled to any consequential damages. Irrespective of the exercise of remedies hereunder, Contractor shall not disrupt the County's operations or repossess any component thereof.

GC-15 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-16 MODIFICATIONS AND AMENDMENTS

The parties may from time to time during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing. Modifications and amendments which individually or cumulatively result in additional cost of \$1,000.00 or greater or which extend the term of the Contract by thirty (30) days or more shall not be deemed as authorized without the approval of the Cook County Board of Commissioners. Modifications and amendments which increase cost by less than \$1,000.00 or which do not extend the term of the Contract by more than thirty (30) days may only be made with the written approval of the Purchasing Agent.

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

Contractor is hereby notified that, except for modifications and amendments which are made in accordance with this Section GC-16, Modifications and Amendments, no County department or employee thereof has authority to make any modification or amendment to this Contract.

GC-17 PATENTS, COPYRIGHTS AND LICENSES

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

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

GC-17 PATENTS, COPYRIGHTS AND LICENSES (CON'T.)

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

GC-18 COMPLIANCE WITH THE LAWS

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

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

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES

COOK COUNTY ORDINANCE DIVISION 6, SECTION 34-275 – 34-285

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-20 MATERIAL DATA SAFETY SHEET

Where required under the Illinois "Toxic Substance Disclosure To Employees Act", Illinois Compiled Statutes, 2002, 820 ILCS 255/1, Contractor shall submit with each delivery of Deliverables, a Material Safety Data Sheet.

GC-21 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). Neither the Contractor nor any of its employees, agents or subcontractors shall use for business or personal gain, or make other improper use of, confidential information which is acquired in connection with the Contract. To the extent Contractor will have access to the County's protected health information in performing its responsibilities under this Contract, Contractor shall contact the Chief Privacy Officer for the Using Department(s) and shall execute the County's business associate agreement prior to performing any responsibilities which involve access to protected health information.

GC-22 ACCIDENT REPORTS

Contractor shall provide the Purchasing Agent and the Director of the Using Department with prompt written notification (no later than twenty-four (24) hours) of any occurrence, on County premises or otherwise, which pertains in any way to this Contract and which results in either bodily injury to employees or third parties or property damage. The report shall include the name of person(s) injured, if any; name of the injured person's employer, if any; the date, time and location of the occurrence; description of the extent of injury and/or damage; the name(s) of witnesses; the names of any providers known to have provided treatment for injuries sustained; and such other information as may be required by the County. The Contractor shall notify the local police regarding any occurrence requiring an official police record. The report submitted to the County should indicate whether the police were notified and, if so, the number of the police report.

GC-23 USE OF COUNTY PREMISES AND RESOURCES

Contractor shall confer with the Director of the Using Department to ascertain full knowledge of all rules and regulations of the County facilities relative to this Contract and shall cause all of its employees, agents and subcontractors to comply therewith. The Contractor shall confine the operations of its employees, agents and subcontractors on County premises to the performance of the Contract consistent with limits indicated by laws, ordinances, permits and/or direction of the Director of the Using Department and shall not encumber the premises with materials or debris. In performing the Contract, the Contractor shall not cause or permit a condition that endangers the safety of others and shall not load or permit any part of a structure to be loaded with a weight that will endanger the safety of the structure or any persons.

GC-24 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 hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

TO THE COUNTY:

COOK COUNTY PURCHASING AGENT
118 North Clark Street. Room 1018
Chicago, Illinois 60602
Include County Contract Number in all notices)

TO THE CONTRACTOR:

At address provided on the Execution Pages or as otherwise indicated in writing to County Purchasing Agent in a written document which, in bold face type, references the name of the Contractor, the County Contract Number and states "NOTIFICATION OF CHANGE IN ADDRESS."

GC-25 TERMINATION FOR CONVENIENCE AND SUSPENSION OF CONTRACT

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor. Unless otherwise stated in the notice, the effective date of such termination shall be three business days after the date the notice of termination is mailed by the County. If the County elects to terminate the Contract in full, unless otherwise specified in the notice of termination, the Contractor shall immediately cease performance and shall promptly tender to the County all Deliverables, whether completed or in process. If the County elects to terminate the Contract in part, unless otherwise specified in the notice of partial termination, the Contractor shall immediately cease performance of those portions of the Contract which are terminated and shall promptly tender to the County all Deliverables relating to said portions of the Contract, whether completed or in process. Contractor shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as specifically approved by the Purchasing Agent.

GC-26 GUARANTEES AND WARRANTIES

The Contractor shall furnish all guarantees and warranties applicable to the Deliverables to the Director of the Using Department prior to or at the time of delivery. All Deliverables shall be covered by the most favorable commercial warranties and guarantees the Contractor gives to any customer for the same or substantially similar Deliverables or Services. The rights and remedies so provided shall be in addition to and shall not limit any rights afforded to County under this Contract.

To the extent Contractor provides Deliverables manufactured by another entity, Contractor shall transfer original product warranty and any rights to manufacturer's related services to the County and shall submit all appropriate documentation of said transfer to the Director of the Using Department prior to or at the time the Contractor tenders the Deliverables.

GC-27 STANDARD OF DELIVERABLES

Except as may be expressly stated in the Special Conditions or Specifications of this Contract, only new, originally manufactured Deliverables will be accepted by the County. The County will not accept any Deliverables that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Deliverables 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 commencement of the Contract will be considered experimental.

GC-28 DELIVERY

All Contract Goods shipped to the County shall be shipped F.O.B., DESTINATION, FREIGHT PREPAID. 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 Contract Goods 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 of Cook.

GC-29 QUANTITIES

Any quantities of indicated in the Proposal Pages 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 by the County during the term of the Contract. The County reserves the right to increase or decrease such quantities at the Contract price to correspond to the actual needs of the County. If the County increases the quantities required, any such increase shall be subject to an agreed written amendment in the Contract Amount. 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 Purchasing Agent.

GC-30 CONTRACT INTERPRETATION

Whenever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others. 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.

This Contract shall be interpreted and construed based upon the following order of precedence of component parts. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency.

1. Addenda, if any.
2. Execution Forms
3. Specification.
4. Special Conditions.
5. General Conditions.
6. Instruction to Bidders.
7. Legal Advertisement.
8. Bid Proposal.

GC-31 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

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

GC-31 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS (CON'T.)

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

GC-32 AUDIT; EXAMINATION OF RECORDS

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

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

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

GC-32 AUDIT; EXAMINATION OF RECORDS

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

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

GC-33 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 to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County in 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-34 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-35 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-36 FORCE MAJEURE OR UNAVOIDABLE DELAYS

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 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-37 INDEPENDENT CONTRACTOR STATUS; NO THIRD PARTY BENEFICIARIES

The Contractor and its employees, agents and subcontractors are, for all purposes arising out of the Contract, independent contractors and not employees of the County. It is expressly understood and agreed that neither the Contractor nor Contractor's employees, agents or subcontractors shall be entitled to any benefit to which County employees may be entitled including, but not limited to, overtime or unemployment compensation, insurance or retirement benefits, workers' compensation or occupational disease benefits or other compensation or leave arrangements.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship or principal and agent or of partnership or of joint venturer or any relationship between the parties hereto other than that of independent contractors. Nothing herein shall be construed to confer upon any third parties the status of third party beneficiary.

END OF SECTION

Request For Proposal No. 08-50-1034P

**OFFICE OF COOK COUNTY CLERK DAVID ORR
69 W. WASHINGTON STREET #1418
312-603-5163
312-603-9641**

**REQUEST FOR PROPOSALS
FOR
THIRD PARTY LOGISTICS**

PROPOSER REGISTRATION FORM

NOTE TO PROSPECTIVE PROPOSERS: BY COMPLETING AND RETURNING THIS FORM TO 69 W. WASHINGTON, ROOM 1418, CHICAGO, IL 60602, ATTN: PHILLIS Y. LASTER, RFP COORDINATOR, ON OR BEFORE **MAY 2, 2008**. YOU WILL RECEIVE ANY ADDENDA ISSUED BY THE COUNTY WHICH EITHER REVISE THE DATES FOR SUBMITTAL OF PROPOSALS, RESPOND TO QUESTIONS SUBMITTED BY OTHER PROSPECTIVE PROPOSERS, OR WHICH SUPPLEMENT OR CHANGE THE REQUIREMENTS SET FORTH IN THE REQUEST FOR PROPOSALS. THIS FORM MAY BE RETURNED BY FAX TO THE NUMBER SPECIFIED ABOVE.

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

PROPOSER NAME: _____

PROPOSER'S ADDRESS: _____

NAME OF DESIGNATED REPRESENTATIVE FOR PURPOSES OF THIS RFP:

REPRESENTATIVE'S PHONE #: _____

REPRESENTATIVE'S FAX: _____

REPRESENTATIVE'S EMAIL ADDRESS: _____

ATTACHMENT C: GENERAL CONDITIONS

ATTACHMENT D: COST PROPOSAL FORM

ATTACHMENT D: COST PROPOSAL FORM

PROPOSAL PAGE

The Proposer declares that they have carefully examined the Request for Proposal documents in its entirety, including any Addendums issued pursuant thereto for **THIRD PARTY LOGISTICS** as prepared by Cook County and has become familiar with all of the conditions under which it must be carried out and understands that by submitting proposed pricing on these pages, Proposer waives all right to plead any misunderstanding regarding the same.

ITEM NO. DESCRIPTION

1.

GRAND TOTAL: \$ _____

DELIVERY/SERVICE DATE: _____
(NUMBER OF CALENDAR DAYS AFTER AWARD OF RFP)

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

INDEX

ECONOMIC DISCLOSURE STATEMENT

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2	LETTER OF INTENT (FROM MBE/WBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT) <i>FORMAT SAMPLE</i>	EDS-3/4
3	PETITION FOR REDUCTION/WAIVER OF MBE/WBE PARTICIPATION GOALS	EDS-5/6
4	CONTRACTOR CERTIFICATIONS	EDS-7-13
5	ACKNOWLEDGEMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE	EDS-14/15
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9	PROPOSAL ACCEPTANCE, COOK COUNTY	EDS-25

MBE/WBE UTILIZATION PLAN
Section 1

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

I. BIDDER'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 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 will perform as subcontractors/suppliers/consultants include the following:

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

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

1. Name of MBE/WBE: _____
Address: _____
e-mail: _____
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: _____
e-mail: _____
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.

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

COOK COUNTY LETTER OF INTENT

Upon Penalty of perjury, _____ (*print name*)
the _____ (*title*) and duly authorized
representative of the _____ (*Bidder Proposer firm*)
affirm that the foregoing information is true and correct and the services,
supplies, and/or project indicated above will be supplies/performed for the
above indicated total dollar amount \$ _____ which represents the
above indicated total percentage _____ % for the contract amount
\$ _____.

(Signature of affiant)

_____/_____/_____
(Date)

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

(Notary's Signature)

(Notary Seal)

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

A. BIDDER/PROPOSER HEREBY REQUESTS:

☐

FULL MBE WAIVER

☐

FULL WBE WAIVER

☐

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

_____ % of Reduction for MBE Participation

_____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

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

☐

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

☐

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

☐

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

☐

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

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

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

- ☐ (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation **(please attach)**
- ☐ (2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business **(please attach)**
- ☐ (3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services **(please attach)**
- ☐ (4) Use the services and assistance of the Office of Contract Compliance Staff **(please explain)**
- ☐ (5) Engaged MBEs & WBEs for indirect participation **(please explain)**

D. OTHER RELEVANT INFORMATION

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

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 IF 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 two (2) 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 state, federal, local government or school district in 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 two-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 (l) 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 (m) 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 (m);

(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 (m);

(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 (m).

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 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 State 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 \$25,000.00.

"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, 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.**

EDS-16

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, 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.**

EDS-17

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, 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 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, 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, 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, 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 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, 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 NUMBER(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.

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, 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 NUMBER(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.

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EXECUTION BY A CORPORATION

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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 NUMBER(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.

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

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