



REQUEST FOR PROPOSALS
FOR
WEBSITE DESIGN, CONTENT, DATA MIGRATION AND HOSTING
FOR
CIRCUIT COURT OF COUNTY – OFFICE OF THE CHIEF JUDGE

Issued On
SEPTEMBER 28, 2010

Proposals shall be received at 69 W. Washington St., Suite 3300, Chicago, Illinois 60602.
Attention: Ty Miller, Interim Director of Information Services
Proposals are due before **4:00 P.M. Central Standard Time on NOVEMBER 8, 2010.**
Proposals will be opened at **10:00 A.M. on NOVEMBER 9, 2010.**

**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.

- **SEPTEMBER 28, 2010: RFP Available to Proposers.** The RFP will be posted on the cookcountygov.com website on SEPTEMBER 28, 2010. The RFP may also be picked up at the Circuit Court of Cook County, Office of the Chief Judge, 69 W. Washington Street, Suite 3300, Chicago, IL 60602, Attn: Ty Miller, Interim Director of Information Services on or after **SEPTEMBER 28, 2010**. RFPs will be posted on the cookcountygov.com website and may be picked up through **OCTOBER 12, 2010**.
- **Proposer Conference/Site Tour. NOR REQUIRED FOR THIS RFP.** All Proposers must attend a Proposer Conference/Site Tour **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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- **OCTOBER 22, 2010: Proposer Registration.** Attachment B to this RFP is a Proposer Registration Form. Proposers must complete this form and mail, deliver or fax it to the Circuit Court of Cook County, Office of the Chief Judge, 69 W. Washington Street, Suite 3300, Chicago, IL 60602, Attn: Ty Miller, Interim Director of Information Services on or before OCTOBER 22, 2010 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.
- **OCTOBER 22, 2010: Proposer Inquiry Deadline.** All inquiries regarding this RFP shall be submitted to the Circuit Court of Cook County, Office of the Chief Judge, 69 W. Washington Street, Suite 3300, Chicago, IL 60602, Attn: Ty Miller, Interim Director of Information Services in writing by mail, delivery or fax on or before **OCTOBER 22, 2010**. The County may elect to extend this date or to consider written inquiries submitted after **OCTOBER 22, 2010**, but shall not be required to do so.
- **OCTOBER 28, 2010: 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.
- **OCTOBER 28, 2010: 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.
- **NOVEMBER 5, 2010: Due Date for Proposals.** Proposals must be delivered to the Circuit Court of Cook County, Office of the Chief Judge, 69 W. Washington Street, Suite 3300, Chicago, IL 60602, Attn: Ty Miller, Interim Director of Information Services by 4:00 p.m., CST, on **NOVEMBER 5, 2010**. The Evaluation Committee may elect to consider Proposals which are received after this date, but shall be under no obligation to do so.
- **NOVEMBER 8, 2010: 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.
- **NOVEMBER, 2010: 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.
- **NOVEMBER, 2010: 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: NOT REQUIRED FOR THIS RFP.

TIME OF PROPOSER CONFERENCE AND/OR SITE TOUR:

LOCATION OF PROPOSER CONFERENCE AND/OR SITE TOUR:

TELEPHONE NUMBER FOR DIRECTIONS:

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 subProposers. Prospective subProposers may send one (1) representative to a Proposer Conference. SubProposers are not required to attend the Proposer Conference. Please refer to Section 2.02 SubProposer, for information regarding limitations which apply to subProposer 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:	Ty Miller
Title:	Interim Director of Information Services
Using Department:	Circuit Court of Cook County, Office of the Chief Judge
Address:	69 W. Washington, Suite 3300, Chicago, Illinois 60602
Fax No.:	(312) 603-9932
Email Address:	ty.miller@cookcountyil.gov

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 **“WEBSITE DESIGN, CONTENT, DATA MIGRATION AND HOSTING”** 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 4:00 p.m. CST on **NOVEMBER 8, 2010**. Five (5) originals of the Proposal shall be submitted.

1.07 OPENING OF PROPOSALS

All Proposals delivered to the Using Department RFP Coordinator at the address set forth in Section 1.04 of this RFP will be opened on **NOVEMBER 9, 2010**.

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 Proposer for some or all of the Deliverables described in this RFP.

“Proposer” 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.

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“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).

“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 SUBPROPOSERS

A. SubProposer Identification and Approval. Proposers must identify proposed SubProposers in their Proposals. SubProposers 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 SubProposer and to require the Proposer to identify replacement SubProposers.

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

2.03 CONTENTS AND ORGANIZATION OF PROPOSALS

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.

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- **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.
- **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: SubProposer Identification.** Proposer shall identify the SubProposer(s) it intends to use to provide specific Deliverables described in Section 4 of its Proposal. Proposer shall identify the SubProposer's qualifications to provide the proposed subcontracted Deliverables and the quantity of Deliverables the SubProposer 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.
- **Section 7: Economic Disclosure Statement (EDS).** Proposer shall complete the Economic Disclosure Statement included in this RFP as Attachment E. These forms must be provided with original signatures and authorized notaries where applicable.

2.04 OWNERSHIP OF PROPOSALS

All material submitted by Proposers shall become the sole property of the County. The **CIRCUIT COURT OF COUNTY – OFFICE OF THE CHIEF JUDGE** 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 **CIRCUIT COURT OF COUNTY – OFFICE OF THE CHIEF JUDGE** shall use all reasonable efforts to maintain the confidentiality of such information. This notwithstanding, all Proposers agree, in submitting a Proposal, that

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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.

2.09 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 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 Proposer 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 Circuit Court of Cook County is the largest of the 22 judicial circuits in Illinois, serving the 5.1 million residents of Cook County within Chicago and its 126 surrounding suburbs. It is also one of the largest unified court systems in the world.

Under the Illinois Constitution, each of the 22 Illinois circuit courts is administered by a chief judge who has centralized authority to coordinate and supervise the functions of the court. Timothy C. Evans is the Chief Judge of the Circuit Court of Cook County. Chief Judge Evans oversees the circuit's more than 400 judges whom he assigns throughout the court's nine divisions, six geographic districts and 15 court facilities. He also oversees an annual budget of almost \$204.9 million and more than 2,800 employees who work in 13 non-judicial offices providing probation and other court-related services.

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To accommodate its vast caseload, the Circuit Court of Cook County is organized into three functional departments: County, Municipal and Juvenile Justice and Child Protection.

The **COUNTY DEPARTMENT** is divided into the following seven divisions. Each division is headed by a presiding judge. The types of cases heard in each division depend on the nature of the controversy.

The **Chancery Division** hears matters concerning:

- injunctions
- class actions
- mortgage foreclosures
- name changes
- declaratory judgments
- contract matters
- creditors' rights
- liens
- construction of wills and trusts
- trusteeships
- receiverships
- dissolutions of partnerships and corporations
- statutory and administrative reviews
- vehicle impoundment

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The **Criminal Division** hears cases in which the state alleges the commission of a serious criminal act such as:

- adoption
- marriage of minors
- annexation and deannexation of land to a tax body
- elections
- inheritance taxes
- mental health proceedings
- real estate taxes
- municipal organizations
- orders of protection filed in conjunction with a mental health proceeding
- armed robbery
- assault
- burglary
- criminal sexual assault
- murder

The **Domestic Relations Division** hears matters concerning:

- dissolution of marriage (formerly divorce)
- legal separation
- invalidity of marriage
- civil orders of protection filed in conjunction with a domestic relations proceeding
- child support
- child custody and visitation
- parentage
- enforcement and modification of previously entered judgments in these matters

The **Domestic Violence Division** hears matters concerning:

- civil orders of protection
- criminal actions involving relationships defined by the Illinois Domestic Violence Act including:
 - o all matters through the preliminary hearing or indictment in which the most serious offense charged is a Class 1, 2, or 3 felony
 - o Class 4 felonies
 - o misdemeanors
 - o aggravated stalking
- civil no contact orders
- stalking no contact orders

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The **Law Division** hears civil suits for recovery of monetary damages in excess of \$30,000 in the city of Chicago, and in excess of \$100,000 in the suburban districts, as well as many types of administrative reviews. Cases heard include:

- personal injury/wrongful death
- motor vehicle injury
- medical malpractice
- legal malpractice
- product liability
- intentional tort
- construction injuries
- commercial litigation
- fraud
- breach of contract
- breach of warranty
- employment security
- property damage
- premises liability
- miscellaneous remedies

The **Probate Division** hears matters concerning wills and administration of estates. Cases heard include:

- probate and contest of wills and testamentary instruments
- claims against an estate arising in contract, tort or otherwise
- administration of estates of decedents, disabled persons, minors and wards
- contracts to make a will
- construction of wills
- actions arising under the Illinois Power of Attorney Act
- orders of protection filed in conjunction with a probate proceeding

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The **JUVENILE JUSTICE AND CHILD PROTECTION DEPARTMENT** is divided into two divisions: Juvenile Justice and Child Protection. Each division is headed by a presiding judge.

The **Juvenile Justice Division** hears cases involving delinquent minors under 17 years of age and all 17 year olds charged with misdemeanor offenses. The Juvenile Justice Division also orders programs and services to rehabilitate these minors and monitors their progress through probation officers. Cases heard include:

- minors addicted to alcohol or drugs
- minors requiring authoritative intervention (runaways or those beyond the control of a parent, guardian or custodian)
- orders of protection filed in conjunction with another Juvenile Justice proceeding

The **Child Protection Division** hears cases involving:

- child abuse
- private guardianship
- child neglect
- termination of parental rights
- child dependency
- orders of protection filed in conjunction with another Child Protection proceeding

The **Juvenile Justice and Child Protection Resource Section** serves as liaison to the academic, business and religious communities to identify and develop services and resources that will augment programs vital to juvenile justice. The section is supervised by an administrative presiding judge and is located in the Richard J. Daley Center.

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

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The **First Municipal District** hears cases involving:

- housing
- eviction proceedings
- small claims
- licenses
- misdemeanor criminal proceedings except for those heard in the Domestic Violence Division
- felony preliminary hearings except for those heard in the Domestic Violence Division
- ordinance and traffic enforcement
- contract cases decided by alternative dispute resolution process
- civil suits for damages up to \$30,000
- mandatory arbitration (less formal proceeding with three-member panel deciding case) in suits with damages of \$30,000 or less
- name changes
- marriage court

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The **Second, Third, Fourth, Fifth and Sixth Municipal Districts** hear cases involving:*

- orders of protection
- stalking/civil no contact orders
- housing
- eviction proceedings
- small claims
- licenses
- misdemeanor criminal proceedings (including drug treatment court in the Fourth Municipal District and the Sixth Municipal District only)
- felony preliminary hearings
- ordinance and traffic enforcement
- contract cases decided by alternative dispute resolution process
- civil suits for damages up to \$100,000
- mandatory arbitration (less formal proceeding with three-member panel deciding case) in suits with damages of \$30,000 or less
- name changes
- marriage court

*The following types of cases are also heard in the municipal district courthouses: felony criminal cases; domestic relations cases; juvenile justice cases; and law division tort cases seeking damages in excess of \$100,000.

The Circuit Court's thirteen non-judicial offices provide a number of important court-related services.

Adult Probation Department

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

Expedited Child Support Center

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

Forensic Clinical Services

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

Office of Interpreter Services

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

Office of Jury Administration

The Office of Jury Administration is responsible for providing the pool of qualified jurors for the court. It accomplishes this goal by mailing out jury summonses to prospective jurors. To address problems based on hardship, the court makes every effort to honor requests to be rescheduled to another date or to be transferred to another courthouse. Prospective jurors should make such requests in writing and submit them to the Office of Jury Administration for review. Additionally, the Circuit Court gives prospective jurors age 70 or older the option of not participating in jury service under the court's Opt-Out Program. In addition to scheduling juror service, the Office of Jury Administration acquaints prospective jurors with their responsibilities through the use of a juror orientation video.

Juvenile Court Clinic

The Juvenile Court Clinic is responsible for providing a variety of services to judges and court personnel regarding clinical information in juvenile court proceedings. These services include consultation regarding requests for clinical information, forensic clinical assessments in response to court ordered requests, information regarding community based mental health resources, and education programs on issues relating to mental health information and court proceedings.

Juvenile Probation and Court Services Department

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

Mandatory Arbitration

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

Marriage and Family Counseling Service

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

Parenting Education Program

The Parenting Education Program known as Focus on Children provides half-day parenting education class sessions. The class addresses parenting in divorce situations, post-decree situations and never-been-married situations where the parents do not live together. The class is initiated by court order. A fee is charged for attending the class, however, it may be reduced or waived by the judge.

Office of the Public Guardian

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

Office of Official Court Reporters

The Office of Official Court Reporters employs approximately 300 court reporters licensed by the State of Illinois. An official court reporter uses a stenographic machine to record verbatim each and every word spoken in a court proceeding.

Social Service Department

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

Office of the Chief Judge

The Office of the Chief Judge is the principle administrative office serving the court. It is responsible for providing staff and program support to judges, such as law clerks and clerical support, and overseeing and coordinating services for the non-judicial offices. It also contains sections for judicial training, legal research, child care for persons having business with the court, advice/help desk services for self-represented litigants, human resources, purchasing and information management services.

3.02 CURRENT SOLUTION / METHOD

The Office of the Chief Judge launched the court's website in April 2000 at www.cookcountycourt.org. The website provides information to people who participate in court proceedings, legal practitioners and the general public. It is a text intensive site containing very few graphics. With a few exceptions, content on the site is static. Updates to existing sections are made occasionally to ensure the information on the site is current. Such updates include, but are not limited to, new rules and orders, press releases, and judges' assignments.

A contractor hosts and maintains the Cook County Circuit Court website. Two (2) Office of the Chief Judge employees interact with the contractor to plan and execute web content updates. The employees also update a limited amount of content through content management programs. The Office of the Chief Judge does not employ web designers or developers.

Major revisions to the website have been rare. The last time the site underwent a major revision was in 2003 with the addition of a new section, "Divisions." When another new section needed to be added earlier this year, the site's outdated technology forced the court to have a outside company design and host an ancillary website accessed via a link on the home page.

Content is organized into seven (7) sections: About the Circuit Court; Divisions; Traffic Court Information; Jury Information; Programs & Services; Information Publications; and Court Rules and Orders.

A list of the contents in each section is as follows:

1. About the Circuit Court

- Message from Chief Judge Timothy C. Evans
- Court organizational flow chart (graphic)
- General guide on court organization and operations
- Schedule of the court's legal holidays
- Directories of judges, court facilities and related government agencies

2. Divisions

Contains information for attorneys practicing in the Circuit Court of Cook County organized by division of the court (only three of the court's 16 divisions and districts have content posted on the website).

Child Protection Division

- Judges' Contact Information and Motion Policy
- Guide for Caseworkers on Court Procedures
- Benchmark Hearing Program
- Child Protection Mediation Program
- Child Protection Division Administrative Orders

County Division

- Adoptions
- Civil Asset Forfeitures
- Elections
- Judges' Calendars
- Mental Health Proceedings
- Real Estate Taxes
- County Division Administrative Orders
- Parental Notification of Abortion Act of 1995

Law Division

- Commercial Calendars
- General Calendars
- Major Case Court-Annexed Civil Mediation
- Black Line Trail Call
- Motion Section: Implementation of Uniform General and Focused Case Management System

3. Traffic Court Information

Contains general information on traffic violations cases including policies, procedures, penalties and defendants' rights; a special section on DUI offenses; FAQ section on fines, Traffic Safety School and driver's license suspensions and sanctions.

4. Jury Information

Majority of the information in this section is presented in FAQs; also contains a message from Chief Judge Evans, Stand-by Juror Information; and contact information.

5. Court Programs and Services

Contains information on the programs of the court's three probation departments: Adult, Juvenile and Social Service; the free services provided to the public, including but not limited to, help desks for self-represented litigants, child care for persons having business with the court, court tours and foreign language and sign interpreters.

6. Informational Publications

Booklet, press releases and reports

7. Court Rules and Orders

Those that apply to the operation of the court system-wide

In addition to these seven sections, the site has six buttons on the home page. The buttons lead to handicapped accessibility information, how to contact the Office of the Chief Judge by email, courthouse tours, press releases, and external links.

Four portions of the website differ from the text based format. They are:

- A judges' database that contains the names of all current judges (approximately 425) along with their court assignments, office locations and telephone numbers. It is refreshed with an upload of data from the Office of the Chief Judge several times a month.
- Press releases are added as needed via a content management feature not available to the rest of the website. The feature has not worked for the last year or so.
- An application that supports access to information about mediators used in a court program in some civil cases. Mediators are placed in categories that can be searched in various ways. Portions of mediator forms are posted as PDFs. All mediator information is loaded to the website by a court employee. To view the mediation application, select "Divisions" from the home page, then select "Law." Select "Major Sace Court-Annexed Civil Mediation." Next, select "search for Mediators." Username is "Guest." Password is "RFP." Note that username and password are case sensitive."

The court website is currently hosted on a server in a RAID 5 configuration and is connected to the Internet with a minimum of 3 Mbps of bandwidth to hosting servers, burstable to 100 MBPS for peak traffic loads. Normal traffic is monitored and exceeds 3 Mbps less than one percent of the time. The site is backed-up nightly with offsite storage of each back-up tape.

3.03 REQUIREMENTS AND SPECIAL CONDITIONS

The Office of the Chief Judge is seeking a three-year contract with the qualified vendor. Proposers' submittals in response to this request should include a detailed description and complete cost information for each of the following requirements. Statements of cost should include a detailed description of services performed within the classifications and their associated hourly rates. Rate quotes shall be fully loaded to include all associated costs to perform the service including, such items as travel, parking, and so on.

Project Scope

The OCJ is seeking to redesign its current website to make it easy to navigate and intuitive for the general public, prospective jurors, self-represented litigants and attorneys.

The OCJ seeks professional technical, graphic, and design services to accomplish the following:

- repurpose the current site's existing content;
- redesign the site's look and feel;
- develop a site that will allow non-technical inhouse staff to add new sections and maintain almost all of the site's content;
- develop a site that will allow addition of interactive features in the future;
- maintain a database that displays judges' contact information and is updated via an extracted text file;

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Functional requirements include the ability to download PDFs and videos and provide a site search.

The scope of the project also requires professional and technical services for:

- planning and execution of the migration and hosting of the existing web site to an environment with the same or greater security, back up and performance capabilities as those described in Section 2.02 above;
- ongoing maintenance of the current web site; and
- maintenance and hosting services for the court's redesigned web site.

Current State of the Court's Web Site

The site's technology has not been updated since its launch ten years ago. The site's design and navigation are also archaic. Users consistently comment that they cannot find what they are looking for. It is difficult to add new features to the site. Also the site does not comply with American Disabilities Act standards and is limited to the English language only.

Proposal Requirements

1. *Site Architecture and Site Map*

The vendor will consult with the OCJ to develop a new site architecture and navigation system. The web site will be documented through a site map that will be presented to the OCJ for approval. The site map is the starting point for the creation of the site as well as the content migration guide. OCJ requires professional and technical services to plan and execute the migration and hosting of the existing court web site to an environment with the same or greater security, backup and performance capabilities as those described in Section 2.02 above.

2. *Site Wireframes*

The vendor will consult with the OCJ to develop the wireframes that detail the data elements, section navigation elements, roles, security settings and business rules for each section of the site. The wireframes will be presented to the OCJ for approval and will be the starting point for page level functionality as well as the guide for the site construction phase of the project. Included in this phase will be the development for the keyword taxonomy and workflow content approval system.

3. *Graphic Design*

The OCJ requires graphic design services to develop the new look and feel for the site. Items will include header, footer, navigation elements, home page layout, content page layout and sub-home page layouts.

4. *Content Management Systems*

The OCJ requires content management systems to update certain areas of the web site on a regular basis and to create and add new components to the web site as needed.

The areas of the court's web site that are currently updated most frequently are: press releases, rules and orders of the court, and practice information for attorneys. The OCJ seeks software that makes the updating process efficient and easy so that in-house staff can totally maintain content.

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Another area frequently updated is contact information for judges. This data is currently maintained on the Cook County AS 400. The OCJ requires the vendor to provide an automated mechanism to update the court's web site with data extracted from the AS 400. Currently, a text file containing all judges contact information is created and uploaded to the web site.

5. *Site Construction*

Construction of the site will begin after the OCJ approves the wire frames and the graphic design. The vendor will utilize the site map, wireframes and approved graphic design to construct the new web site. Upon completion, the design, sections, and pages will be created on the new site and be ready for content. The current site presents approximately 700 pages of content. A product is needed to assist OCJ in developing new content quickly for posting on the web site, such as press releases, rules and orders, as well as emergency notices.

6. *Enterprise Search to Index*

The OCJ seeks a solution that allows the indexing and searching of PDF documents.

7. *Content and Data Migration*

The vendor will migrate the existing content of the cookcounty.org web site based on the site map and wireframes. In addition, the judges' search and press release database will be migrated to the new web site.

8. *Staff Content Management Training*

The vendor will provide training to the OCJ primary content management team in the basics of content management for the site. The primary staff will consist of between three (3) to five (5) OCJ staff members.

9. *Hosting*

The vendor must provide hosting capacity to sufficiently support the volume of hits to the site. The current web site receives an average of 63,000 hits a month.

10. *Schedule*

The OCJ requires the launch of the redesigned web site to take place no later than six months from the effective date of the contract.

3.04 OTHER INFORMATION AS NEEDED – TO BE DETERMINED BY DEPARTMENT

N/A

PART IV: LEGAL REQUIREMENTS

ATTACHMENTS A – E

ATTACHMENT A: PROPOSER QUESTIONNAIRE

PROPOSER QUALIFICATIONS ITEMS REQUIRED TO BE SUBMITTED WITH PROPOSAL:

PROPOSER MUST DEMONSTRATE THAT IT IS EXPERIENCED AND QUALIFIED TO PROVIDE THE SERVICES REQUIRED. EACH PROPOSER 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 Proposer's company in terms of its size, range and types of services Proposer has offered and currently offers through its company; and the types of clients and geographic areas serviced by Proposer.
4. Indicate how many years your company has been in business and the number of years devoted to the industry. 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 Proposer's qualifications to provide Services as outlined in this Request for Proposal, but shall not be binding upon the County.

B. 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.

C. REFERENCES

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

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

D. MBE/WBE PARTICIPATION

Provide Proposer'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 PROPOSER AGREES THAT THE COUNTY MAY CONTACT ANY PERSONS FOR INFORMATION REGARDING PROPOSER'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

**CIRCUIT COURT OF COOK COUNTY
OFFICE OF THE CHIEF JUDGE
69 W. WASHINGTON STREET, SUITE 3300
CHICAGO, IL 60602
[FAX] 312-603-9932**

**REQUEST FOR PROPOSALS
FOR
WEBSITE DESIGN, CONTENT, DATA MIGRATION AND HOSTING**

PROPOSER REGISTRATION FORM

NOTE TO PROSPECTIVE PROPOSERS: BY COMPLETING AND RETURNING THIS FORM TO THE CIRCUIT COURT OF COOK COUNTY, OFFICE OF THE CHIEF JUDGE, 69 W. WASHINGTON STREET, SUITE 3300, CHICAGO, IL 60602, ATTN: TY MILLER, INTERIM DIRECTOR OF INFORMATION SERVICES, ON OR BEFORE **OCTOBER 22, 2010**, 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

**GENERAL CONDITIONS
SUPPLY/SERVICE
SOLE SOURCE**

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**GENERAL CONDITIONS
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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.

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 CHAPTER 10-43.7 PROFESSIONAL AND CONSULTING
SERVICE AND SOLE SOURCE

I. POLICY AND GOALS

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in the 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 percent (35%) of the annual total dollar amount of professional, consulting service and sole source contracts and agreements to certified MBEs and WBEs.
- B. A Proposer may achieve the MBE/WBE participation goals by its status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs or WBEs; by entering into a Mentor-Protégé Agreement with a MBE or WBE; by the indirect participation of MBEs or WBEs in other aspects of the Proposer's business; or by a combination of the foregoing.
- C. A Waiver Request must be submitted with the Proposal, documenting the inability of the Proposer to meet the goals, and providing written evidence of "Good Faith Efforts," to obtain goals.
- D. A Proposer's failure to carry out its MBE/WBE commitments in the course of performance on a contract 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 remedies authorized by the Ordinance as the County deems appropriate.

II. REQUIRED SUBMITTALS

To be considered responsive to the requirements of the Ordinance, a Proposer shall submit Items A, B and C listed below. All documentation submitted shall be reviewed by the Contract Compliance Administrator. Failure to submit one of the items required shall be cause to consider a contract non-responsive to the Ordinance goals and may be rejected.

A. MBE/WBE Participation Documentation

Each Proposer shall submit supporting documentation which evidences efforts taken to achieve the County's "best efforts" MBE/WBE participation goals. Such documentation shall include:

- 1. A **Utilization Plan** identifying all firms intended to be utilized to fulfill the goals; the MBE/WBE status of each firm; the name, address, e-mail address and telephone number of the contact person for each MBE/WBE firm; the dollar value of the goods and services to be provided by the MBE/WBE firm; and the dollar value expressed as a percentage (%) of the total value of the purposed contract. (See Section I)

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND CONSULTING
SERVICE AND SOLE SOURCE (CON'T.)

2. A **Letter of Intent** for each MBE/WBE containing specific information regarding goods to be provided or services to be performed by the MBE/WBE; the dollar value of the goods or services, the percentage (%) of the dollar value; and the original signatures of the appropriate officer for both the Proposer and the MBE/WBE. (See Exhibit II)
3. Current **Letter of Certification** for each MBE/WBE firm. Acceptable certifying agencies are: Cook County, Illinois Unified Certification Program (IUCP) and U. S. Small Business Administration. (SBA) (8A) or any other governmental body or agency approved by the Contract Compliance Administrator as applying certification standards substantially similar to those applied by the County of Cook may also be accepted.
4. **Waiver/Goal Reduction Petition** must be included at the time of the submission of the Proposal document. Where the Proposer does not include all documentation in support of the Petition at the time of submission, such documentation must be submitted to the Office of Contract Compliance not less than three (3) business days after the submission date.

The Contract Compliance Administrator retains the right to reject the certification of any MBE or WBE on the ground that it does not meet the County's definition of a MBE or WBE.

B. Use of MBE/WBE Professionals

Each Proposer shall submit with its proposal, a statement which discloses how it intends to maximize the use of minority and women professionals in the course of performing the contract.

C. Affirmative Action Plan

Each Proposer shall submit a copy of its current EEO-1 Report and a copy of its current Letter of Compliance from the United States Department of Labor, Office of Federal Contract Compliance Programs. Absent a Letter from OFCCP, the Proposer shall submit a written report of the inclusion of minority and women professional in the workforce of their company.

III. NON-COMPLIANCE

Where the County of Cook determines that the Proposer 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.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND CONSULTING
SERVICE AND SOLE SOURCE (CON'T.)

IV. **REPORTING/RECORD KEEPING REQUIREMENTS**

The Proposer is required to comply with the reporting and record-keeping requirements as set forth in the Ordinance and as established by the Contract Compliance Administrator. Upon award of a contract, The Proposer is responsible for acquiring all necessary Office of Contract Compliance reporting and record-keeping forms as made available in the Office of Contract Compliance

The Office of Contract Compliance will notify each Contractor and Sub-Contractor upon award of a contract of their reporting obligations (Vendor Notification Letter)

The Office of Contract Compliance will notify each MBE/WBE Sub-Contractor of the award of a contract to a Prime Contractor, the MBE/WBE dollar amount of participation and the percentage (%) amount of participation. The Sub- Contractors will be required to submit on a timely basis, Sub-Contractors Payment Affidavits (see forms section) with proof of payment or money paid to them by the Prime Contractor.

The Office of Contract Compliance requests payment affidavits and proof of payment to MBE/WBE Sub-Contractors as follows:

1. **Annual Contracts:** monthly reporting from both Prime and Sub-Contractors.
2. **Multi Year Contracts:** quarterly reporting from both Prime and Sub-Contractors including proof of payments.
3. **One time purchases** require verification of proof of payment **immediately.**

Failure to comply with this section will be reviewed as non-compliance as stated under Section III. Non-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.

Any questions regarding this document should be directed to:

Betty Hancock Perry
Administrator
Cook County Office of Contract Compliance
118 N. Clark Street – Room 1020
Chicago, Illinois 60602
(312)603-5502

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 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-25 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-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.

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 (CON'T.)

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.

GC-38 COOPERATION WITH INSPECTOR GENERAL

Persons or businesses seeking County contracts are required to abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

Contractors, subcontractors, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance. Failure to cooperate as required may result in monetary and/or other penalties.

END OF SECTION

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 **WEBSITE DESIGN, CONTENT, DATA MIGRATION AND HOSTING** 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.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>TOTAL COST</u>
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One Time Charges:

1. Site Architecture and Site Map
2. Site Wireframes
3. Graphic Design
4. Content Management Systems
5. Site Construction
6. Enterprise Search to Index
7. Content and Data Migration
8. Staff Content Management Training

Subtotal of One Time Charges from Above

<u>Recurring Fees:</u>	<u>RATE PER MONTH</u>	<u>TOTAL COST</u>
------------------------	-----------------------	-------------------

9. Site Hosting and Maintenance for 36 months

GRAND TOTAL: \$ _____

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

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

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

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

INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

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

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

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

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

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

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

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

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

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

"Lobbyist" means any person or entity who lobbies.

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

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

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

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

Sections 6, 7, 8: Execution Forms. The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; and Section 8 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required. The County is in the process of converting these forms into a format that may be downloaded and completed on the user's computer. Once this feature is available, those having the necessary software may follow the instructions set forth below under the heading "Instructions for Completing PDF Forms."

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

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

MBE/WBE UTILIZATION PLAN

Section 1

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

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

_____ Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification.)

_____ Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs, (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance.)

_____ Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either Directly or Indirectly in the performance of the Contract. (If so, complete Sections II and III).

II. Direct Participation of MBE/WBE Firms

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

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

***Where goals have not been achieved through Direct Participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission.**

II. Indirect Participation of MBE/WBE Firms

NOTE: This section need not be completed if the MBE/WBE goals have been met through Direct Participation. However, Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

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

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

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

**COOK COUNTY LETTER OF INTENT
(Section 2)**

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

Contract Title & Number: _____ / _____

From: _____
(MBE/WBE Firm)

To: _____ and the County of Cook
(Bidder/Proposer Firm)

The Undersigned is prepared to provide the following services, supplies and project in connection with the above named contract (the "Contract"):

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

<u>Description of Service/Supply/Project</u>	<u>Fee/Cost</u>
1. _____	\$ _____ %
2. _____	\$ _____ %
3. _____	\$ _____ %
4. _____	\$ _____ %
Total:	\$ _____ %

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

Upon Penalty of perjury, I _____ (print name)

the _____ (title) and duly authorized representative

of the _____ (MBE/WBE 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 _____, 20____

(Notary's Signature)

(Notary Seal)

COOK COUNTY LETTER OF INTENT
FROM BIDDER OR PROPOSER TO COOK COUNTY

Upon penalty of perjury, _____ (*print name*),
the _____ (*title*) and duly authorized
representative of _____ (*Bidder Proposer firm*),
affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will
be supplied/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 _____, 20_____.

(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.

**CERTIFICATIONS
(SECTION 4)**

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

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

**REQUIRED DISCLOSURES
(SECTION 5)**

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name

Address

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

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

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

Yes:_____ No:_____

- b) If yes, list business address(es) within Cook County:

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

Yes:_____ No:_____

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

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege. All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS **and** complete the following, based upon the definitions and other information included in such Affidavit:

_____ Applicant has no "Substantial Owner."

OR

_____ The Cook County Affidavit of Child Support Obligations has been completed by all "Substantial Owners" and is attached to this EDS.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

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

COOK COUNTY AFFIDAVIT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

Privilege Information:

County Privilege: _____

County Department: _____

Applicant Information:

Last name: _____ First Name: _____ MI: _____

SS# (Last Four Digits): ____ ____ ____ ____

Street Address: _____

City: _____ State: _____ Zip: _____

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

Child Support Obligation Information:

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

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

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

Signature: _____ Date: _____

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

X _____

Notary Public Signature

Notary Seal

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

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

Identifying Information:

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

Street Address: _____

City: _____ State: _____ Zip Code: _____

Phone No.: _____

Form of Legal Entity:

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

☐ Business Trust ☐ Estate ☐ Association ☐ Joint Venture

☐ Other (describe) _____

Ownership Interest Declaration:

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

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

_____	_____	_____
_____	_____	_____
_____	_____	_____

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

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

_____	_____	_____
_____	_____	_____
_____	_____	_____

3. Is the Applicant constructively controlled by another person or Legal Entity? ☐ Yes ☐ No
If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

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

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

Declaration (check the applicable box):

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

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

Title

Signature

Date

E-mail address

Phone Number

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

My commission expires:

X _____
Notary Public Signature

Notary Seal

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

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

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

BUSINESS NAME:_____

BUSINESS ADDRESS:_____

BUSINESS TELEPHONE:_____ FAX NUMBER:_____

CONTACT PERSON:_____ FEIN/SSN:_____

*COOK COUNTY BUSINESS REGISTRATION NUMBER:_____

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

*BY: _____

Date:_____

Subscribed to and sworn before me this

_____ day of _____, 20____.

My commission expires:

X_____

Notary Public Signature

Notary Seal

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

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

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

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

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

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

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

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

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

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

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

SIGNATURE BY A CORPORATION
(SECTION 8)

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ *IL CORPORATE FILE NUMBER: _____

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: _____ VICE PRESIDENT: _____

SECRETARY: _____ TREASURER: _____

****SIGNATURE OF PRESIDENT:** _____

ATTEST: _____ **(CORPORATE SECRETARY)**

Subscribed and sworn to before me this

_____ day of _____, 20__.

My commission expires:

X _____
Notary Public Signature

Notary Seal

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

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

SIGNATURE BY A CORPORATION
(SECTION 8)

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BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ *IL CORPORATE FILE NUMBER: _____

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: _____ VICE PRESIDENT: _____

SECRETARY: _____ TREASURER: _____

****SIGNATURE OF PRESIDENT:** _____

ATTEST: _____ **(CORPORATE SECRETARY)**

Subscribed and sworn to before me this

_____ day of _____, 20__.

My commission expires:

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Notary Public Signature

Notary Seal

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BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ *IL CORPORATE FILE NUMBER: _____

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: _____ VICE PRESIDENT: _____

SECRETARY: _____ TREASURER: _____

****SIGNATURE OF PRESIDENT:** _____

ATTEST: _____ **(CORPORATE SECRETARY)**

Subscribed and sworn to before me this

_____ day of _____, 20__.

My commission expires:

X _____
Notary Public Signature

Notary Seal

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

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

**COOK COUNTY SIGNATURE PAGE
(SECTION 9)**

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

PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

COOK COUNTY PURCHASING AGENT

COOK COUNTY COMPTROLLER

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

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

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

OR

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

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

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

ASSISTANT STATE'S ATTORNEY