



**COOK COUNTY JUSTICE ADVISORY COUNCIL**

**REQUEST FOR QUALIFICATIONS (RFQ)**

**NUMBER 1205-2005**

**ELECTRONIC MONITORING CONSULTATION**

**Responses shall be submitted to the  
Cook County Online Solicitation / Bid Submission site at**

**<https://www.cookcountyiil.gov/service/online-solicitation-bid-submission>**

**Responses are due no later than  
10:00 A.M. Central Time on Wednesday, June 17, 2020**

**Late responses will not be considered and will be returned.**

There will be an Electronic Pre-response Conference on  
Wednesday, May 20, 2020 at 10:00 A.M. Central Time.  
Conference Registration Required by Friday, May 15, 2020.

Questions regarding this RFQ should be directed to: Chris  
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(312) 603-1141, Chris.Hawkins-Long@cookcountyiil.gov

**Toni Preckwinkle**  
President  
Cook County Board

**Delrice Adams**  
Executive Director  
Cook County Justice Advisory Council

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**Appendixes Containing Response Submission Items**

Appendix I	Agency Designated Contacts Form
Appendix II	Identification of Subcontractor/Supplier/Subconsultant Form
Appendix III	Economic Disclosure Statement – Notarization Required
Appendix IV	Addenda Acknowledgement Form

**Appendixes Containing Guidance, Not to be Returned with Response**

Appendix V	JAC Compliance Policy for Grant Recipients
Appendix VI	Sample Cook County Professional Social Services Agreement (do not complete or return this document).
Appendix VII	Checklist of Items to Include in a Completed Response

## 1 INTRODUCTION

### 1.1 RFQ Description

The purpose of the Cook County Justice Advisory Council (JAC) Electronic Monitoring Consulting Request for Qualifications (1205-2005) is to seek technical assistance and consultation on solutions to reduce community violence and prevent recidivism by enhancing electronic monitoring options for individuals with criminal justice system involvement. This RFQ shall establish a prequalified list of firms or individuals, further described in Section 2.2. The prequalified list will be valid for twelve (12) months, with a one-year renewal option.

The JAC seeks Respondents to offer qualifications to engage in an Electronic Monitoring Consultation Project. This Project shall be comprised of a comprehensive analysis of Cook County's Electronic Monitoring processes and technology, with recommendations for improvement. The Project shall also design of a set of specifications to be used to deliver services in alignment with the recommendations offered.

#### Description of Consultation:

Respondent shall present qualifications to facilitate research and a solution for effectively administering electronic monitoring in Cook County, including:

1. presenting a survey of best practices and knowledge of electronic monitoring industry standards.
2. engaging in a comprehensive survey of stakeholder needs, among Cook County agencies and other interested parties.
3. developing a gap analysis of processes, technical capabilities, and program results, as compared to best practices and industry standards in electronic monitoring
4. guiding the composition and release of an RFQ seeking vendors for an enhanced County-wide electronic monitoring program, as well as initial implementation of this technical project, with additional process guidance for gathering key metrics.

In the guidance of the composition and release of the RFQ described above in item #4, the following overarching aims apply:

- the forthcoming program shall keep pretrial defendants served out of the Cook County Jail without creating avoidable risks to the public safety.
- the program shall be responsive to detainees' mobility needs in four key areas: healthcare, family responsibilities, employment and education. It is vital that movement be allowed to pretrial defendants to:
  - attend all medical appointments and receive all medical care needed to improve or maintain health, including behavioral health. Staff at Cook County Health and Hospitals, as well as their partner agencies must have a secure means of communicating an individual's appointments and related treatment needs.
  - have a reliable means of communicating with the provider regarding their family responsibilities.
  - share their employer within the system and ensure that movement is allowed that reflects a defendant's work schedule.
  - share any educational program in which the defendant is enrolled with the system, and ensure that movement is allowed that reflects the requirements of that enrollment.

- the program shall continuously inform the Sheriff's Office of any violation of any conditions of electronic monitoring, whether not such violation merits an escape charge; lesser violations of monitoring conditions must be made part of the record and the information shared as needed.
- the program shall meet the identified needs of all the criminal justice stakeholders including but not limited to the Public Defender, the States Attorney, the Circuit Court of Cook County including the Probation Department, the Justice Advisory Council, and the Cook County Health and Hospitals System.
- the upcoming RFQ described shall reflect the most current knowledge and research concerning the effective use of such monitoring; as such, such RFQ shall be designed to elicit responses that embody best practices and the current state of research in the fields of jail population reduction, reducing lack of compliance and failures to appear while maintain community safety throughout Cook County.
- the upcoming RFQ described shall include sufficient reporting capabilities to demonstrate positive impact, and support County requests for additional investments, while providing proactive data sharing with all criminal justice stakeholders.
- the upcoming RFQ described shall be detailed and clear so as to enable the Justice Advisory Council to move successfully into a new area of service provision and shall be composed so as to maximize the number of qualified responses in support of a robustly competitive process and strong outcomes that County Government and the general public may rely upon over a period of years.

Description of Project for which Respondent Shall Deliver Technical Consultation:

Primarily holding pre-trial detainees, Cook County Jail currently houses a population numbering approximately 4,150, with a custodial population averaging 7,215 daily that includes an electronic monitoring population of 3,047. The Sheriff's Office has maintained an electronic monitoring ("EM") program since 1989, and in the height of overcrowding in Cook County jail electronic monitoring was a mechanism to decrease the population in order to comply with a federal consent decree.

The program is currently populated by individuals court-ordered to EM as a condition of pre-trial bond, as a sentence, or as part of post-release reintegration. Currently, the Sheriff's Office utilizes radio frequency units to monitor individuals placed on EM; these are approximately ninety-nine percent (99%) cellular units.

The Office of the Chief Judge also administers pretrial services which provide supervision of accused persons released on bond and awaiting trial, home confinement, and sex offender supervision through court ordered electronic monitoring. The population of defendants on electronic monitoring ordered by the Office of the Chief Judge changed significantly after an order in 2017 directing judges to assign affordable bonds — an effort to prevent poor, nonviolent defendants from lingering in jail because they could not afford to post bail. The jail population has since decreased significantly, but the proportion of defendants on both pre-trial electronic monitoring through the courts has increased.

Respondents for this Consultation Project shall:

- Demonstrate current knowledge and research concerning the effective use of electronic monitoring.
- Demonstrate the ability to develop standards and recommendations that embody best practices and the current state of research in the fields of jail population reduction, and strategies for reducing lack of compliance and failures to appear.

- Demonstrate the ability to develop standards and practices which will guide reporting requirements. This reporting will demonstrate excellence to internal and external criminal justice stakeholders, and at the same time enable proactive data sharing with these partners.
- Demonstrate the ability to convene stakeholders and facilitate discussion and activity of a multidimensional workgroup. Through this process, stakeholder needs and concerns will be expected to come into focus; this may involve focus groups, data analysis, interviews, and structured surveys.
- Demonstrate the ability to develop a comprehensive report outlining recommendations and case analysis that yields the most efficiency, cost-effectiveness, and best solutions.
- Provide evidence of having created detailed and clear bid descriptions for technical systems that promote a broad range of qualified responses in a competitive bid process for a unit of government.
- Demonstrate the ability to guide successful initial implementation of this technical project, with additional process guidance for gathering key metrics.

## **1.2 Cook County and Justice Advisory Council Background**

Cook County is located in the upper northeastern section of the State of Illinois and contains more than 800 local governmental units within its boundaries. With a population of approximately 5.3 million people, it is the second most populous county in the nation and the 19th largest government in the United States (2010 census statistics). It is a home rule county pursuant to Article VII, Section 6 of the Illinois State Constitution and is governed by a 17-member Board of Commissioners who are elected from single-member districts. The Commissioners and a County Board President are elected to four-year terms by the citizens of the County. Cook County contains 128 municipalities in its region, the largest being the City of Chicago which is the County seat where the central offices of Cook County are located. The City of Chicago and the suburban municipalities account for approximately 85% of the County's 946 square miles, while unincorporated areas make up the remaining 15%. The unincorporated areas of the County are under the jurisdiction of the Cook County Board of Commissioners. As mandated by State law, County government has principal responsibility for the protection of persons and property, the provision for public health services and the maintenance of County highways.

The Cook County Justice Advisory Council (JAC) implements Cook County Board President Toni Preckwinkle's public safety policy and criminal and juvenile justice systems reform efforts. Its mission is to work collaboratively with key stakeholders in the County's criminal and juvenile justice system to reduce the population of the Cook County Jail and Juvenile Temporary Detention Center, while ensuring systematic and community supports to reduce recidivism and increase public safety. The work of the JAC on behalf of the President is based on the foundational belief that detention is only appropriate for those individuals who are considered violent and a risk to the community or themselves and/or those who are considered a flight risk. Whenever possible, Individuals, particularly those who are non-violent and awaiting trial, should be offered opportunities to be safely reintegrated into society (while supported by electronic monitoring, proactive probation services, and early risk assessment).

**1.3** Schedule

The County anticipates the following Schedule:

RFQ posted to the County Website	Monday, May 4, 2020
RSVP Date for Pre-Response Conference	Friday, May 15, 2020
Pre-Response Conference	Wednesday, May 20, 2020
Respondent Inquiry Deadline	Friday, May 22, 2020
Response to Inquiries	Friday, May 29, 2020
Response Due Date	Wednesday, June 17, 2020

**1.4** Pre-Response Conference

The County will hold an electronic Pre-Response Conference on Wednesday, May 20, 2020 at 10am Central Time. Representatives of the County will be present to answer any questions regarding the services requested or response procedures. Prospective Respondents will respond to the contact person listed on the front cover of the RFQ by Friday, May 15, 2020 to confirm participation and receive participation instructions.

**2** **SCOPE OF SERVICES**

**2.1** Background/Need/Objectives

Cook County’s Electronic Monitoring (EM) program allows an alternative to incarceration for defendants awaiting trial to reside outside of the Cook County Department of Corrections while they await the disposition of their criminal case(s) in the Circuit Court of Cook County.

The need is for an efficient and cost-effective electronic monitoring program; therefore, the County is seeking technical assistance and consultation to explore best practices and recommendations to enhance and improve the current EM program while balancing public safety, non-compliance, failure to appear, flight and any other type of noncompliance.

The Cook County Justice Advisory Council (JAC) has a long history of involvement in criminal justice reform. The Council engages in advocacy in the areas of legislation and policy. The Council has also awarded grants and other contracts in major service areas on behalf of individual in the criminal justice system or at risk of such involvement. However, the Council has never previously contracted for an electronic monitoring system. This is a new area with distinct requirements.

The JAC has direct knowledge of the strengths and weaknesses of prior Cook County electronic monitoring, but requires an experienced provider to offer external analysis and assessment of current systems and to guide the technical formulation of a Request for Proposals or Request for Qualifications for a vendor able to deliver such electronic monitoring systems in the future, with follow-on engagement for implementation and metrics collection processes.

**2.2** Scope of Work

Cook County Government ("the County") anticipates up to one (1) twelve-month professional services agreement with a qualified respondent, payable with an initial 50% payment and 25% after six (6) and nine (9) months of the engagement. Funding of any professional services agreement is subject to budget availability and the approval of the Cook County Board of Commissioners or their delegate.

A Respondent to this RFQ shall provide evidence of qualifications to deliver the following:

- A comprehensive survey of research and best practices in electronic monitoring.
- Collaboration with the Justice Advisory Council and the other County Criminal Justice System stakeholders to understand current electronic monitoring system needs.
- Capacity to deliver detailed requirements to be included in a prospective Request for Qualifications or Request for Proposals, including technical specifications
- Guidance in determining the appropriate criteria for RFP/RFQ evaluation.
- A Draft Request for Proposals/Request for Qualifications
- Consultation during initial implementation for technical matters and development of metrics collection processes.

### **3 INSTRUCTIONS TO RESPONDENTS AND RESPONSE FORMAT**

#### **3.1 Required Narrative Response Documents**

Respondent shall submit Documents 1-10.

- **Document 1: Response. Include the following, organized with section headings.**

**Section A: Cover Letter and Pricing Proposal** (2 pages maximum, with signature by the organization's chief executive officer)

The cover letter shall be signed by an authorized representative of the respondent. The letter shall indicate the Respondent's willingness to provide the services described in this Request for Qualifications. Also, the cover letter shall identify the members of the team that comprise the Respondent, and an estimated cost (hourly and/or in total) over the project period for the deliverables indicated in Section 2.2.

**Section B: Executive Summary** (2 pages maximum)

The Executive Summary should include a Vendor description, summary of the relevant qualifications of the respondent specific to the key activities and deliverables, and key personnel who will be responsible for the services to be provided. This description shall include a brief description of Vendor's experience with engagements similar to the proposed consultation and provide evidence of a successful track record with the administration/implementation of current and/or previous projects. Respondent shall describe where the staffing will be situated within your organizational structure and which organizational units will manage and implement the work.

**Section C: Qualifications for Proposed Service Category** (10 pages maximum)

- Respondent shall provide a description of its history specific to experience with facilitating successful procurement in highly technical fields and shall include a description of the provision of sophisticated technical services to support innovative law enforcement goals. Respondent shall offer evidence of its track record of success, including intermediate and final deliverables for similar projects. Evidence shall include, but not be limited to, documents created to facilitate procurement, with subject matter surveys which include research and reviews of current literature in specific fields that will help to illustrate the



type of work the applicant would be able to perform for the JAC.

- Respondent shall provide a description of the Respondent's readiness that provides a clear picture of its current preparedness to engage in this work in a timely manner, and its capacity for administering the JAC engagement (i.e. responding to JAC correspondence, timely submission of fiscal and programmatic reports, data collection capacity, engaging any partners, hiring, training, etc.). If Respondent does not currently have experience providing all the required elements of the engagement, please explain how it will prepare to provide those elements.
- Proposers shall include a brief description of their track record, including history, number of employees, number of years in business, and a list of projects relevant to this RFQ.

**Section D: Organizational Capacity and Organizational References** (5 pages maximum)

1. List at least three (3) externally funded (3) projects which Respondent has implemented that are relevant to this RFQ. For each listed project, include:
  - a. A brief description of the services provided.
  - b. The total cost of the project.
  - c. The location(s) where services were provided.
  - d. A detailed summary of the work product.
  - e. The funding source, funding dates and funding amount.
2. Provide at least three (3) relevant professional references for individuals not employed by the Cook County Justice Advisory Council, preferably involved with similar governmental engagements, that can attest to your qualifications and experience with proposed services. Each reference shall include, at a minimum:
  - a. The reference's name.
  - b. The reference's title.
  - c. The reference's organization name.
  - d. The reference's organization street address.
  - e. The reference's telephone number.
  - f. The reference's e-mail address.
  - g. A description of relevant work undertaken for which the reference can vouch.

**Section E: Key Personnel** (as many pages as needed)

Respondents shall identify the key personnel that will be committed to the project, including a chronological resume. The Justice Advisory Council reserves the right to reject any key personnel proposed if it is determined in the County's best interest. The evaluation of responses includes the qualifications of the personnel proposed; therefore, Respondents will name key personnel as part of their submission. Key Personnel must not be replaced during the project without the approval of the Justice Advisory Council Agent. The selected Respondent must provide sufficient staff and volunteers to cover project needs. The Respondent must consider appropriate staff coverage for vacation days, long-term disabilities, sick days and vacant positions. Include a description of how the staff selected as key personnel take into account the population being served with consideration to parity, economic challenges, and cultural values.

- **Document 2: Legal Actions Statement.** (2 pages maximum)  
Provide a list of any pending litigation in which the Respondent may experience significant financial settlement and include a brief description of the reason for legal action. If the Respondent does not have any legal actions, the Respondent shall indicate “Not Applicable” in this section.
- **Document 3: Conflict of Interests Statement.** (2 pages maximum)  
Provide information regarding any real or potential conflict of interest. Failure to address any potential conflict of interest may be cause for rejection of the response. If the Respondent does not have any conflicts of interest, the Respondent shall indicate “Not Applicable” in this section.
- **Document 4: Agency Designated Contacts Form**  
Respondents shall complete the Agency Designated Contacts Form, labeled as Appendix I.
- **Document 5: Identification of Identification of Subcontractor/Supplier/Subconsultant Form**  
Respondents shall complete the Agency Designated Contacts Form, labeled as Appendix II.
- **Document 6: Economic Disclosure Statement.**  
Respondents shall execute and submit the Economic Disclosure Statement (“EDS”), labeled as Appendix III. In the event any further clarification is required on any of the information provided, the County reserves the right to make any necessary communication with the Respondent for such purpose. Such communication, if made, may include a deadline by which time any necessary clarifying information must be submitted.
- **Document 7: Addenda Acknowledgment Form**  
Respondents shall complete the Addenda Acknowledgment Form, labeled as Appendix IV. Interpretations that change the terms, conditions, or specifications will be made in the form of an addendum to the solicitation by the County. If issued, the County will post the addenda on the County website at <https://legacy.cookcountygov.com/purchasing/bids/listAllBids.php>. Please note that any clarification addenda issued prior to the Response due date shall be made available to all Respondents. Since all addenda become a part of the Response, the Addenda Acknowledgment Form must be signed by an authorized Respondent representative and returned with the Response on or before the Response opening date. Failure to sign and return any and all addenda acknowledgements shall be grounds for rejection of the Response.
- **Documents 8, 9, 10: Three Most Recent Audited Financial Statements**  
Respondent shall provide the audited financial statements for the last three fiscal years. Include the letter of opinion, balance sheet, schedules, and related auditor’s notes. If the organization does not have three years of audited financial statements, Respondent may submit three years of other documentation which demonstrates detailed levels of expenses and revenues with sources of revenue and categories of expenses, with an explanation for why audited financial statements are not available.

### **3.2 Submission Requirements**

Respondents are advised to carefully review all the requirements and submit all documents and information as indicated in this RFQ. Incomplete responses may lead to a response being deemed non-responsive and shall subject the Respondent to disqualification. Non-responsive responses will not be considered. A checklist is attached as Appendix VII for your reference.

### 3.2.1 Format of Submission

Respondents shall offer materials prepared in Times New Roman font, 12 point, with single spacing and one-inch margins.

Respondent shall submit responses to the Cook County Online Solicitation / Bid Submission site at <https://www.cookcountyiil.gov/service/online-solicitation-bid-submission> no later than the time and date indicated in the RFQ. Please refer to Appendix VII, Cook County Justice Advisory Council RFQ Requirement Checklist, for detailed guidance on submission items. Material should be organized following the order of the submission requirements. Items shall either be combined into a one or two PDF documents, each not exceeding 75Mb, or, alternately, documents of differing formats may be combined into one or two ZIP files for submission.

### 3.2.2 Time for Submission, Timely Delivery Requirements, and Late Responses

Responses shall be **RECEIVED** no later than the date and time indicated for submission in this RFQ. **Late submittals will not be considered.**

**The Respondent remains responsible for ensuring that its Response is received at the time and date specified. The County assumes no responsibility for any Response not so received.**

## 3.3 Additional Instructions and Requirements

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

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

### 3.3.1 Review of Sample Professional Services Agreement

In accordance with 34-146, of the Cook County Procurement Code, all Contractors or providers providing services under a Professional Social Service Contract or Professional Social Services Agreement, shall submit an annual performance report to the Using Agency, i.e., the agency for whom the Contractor or provider is providing the professional social services, that includes but is not limited to relevant statistics, an empirical analysis where applicable, and a written narrative describing the goals and objectives of the contract or agreement and programmatic outcomes. The annual performance report shall be provided and reported to the Cook County Board of Commissioners by the applicable Using Agency within forty-five days of receipt. Failure of the Contractor or provider to provide an annual performance report will be considered a breach of contract or agreement by the Contractor or provider and may result in termination of the Contract or agreement.

For purposes of this Section, a Professional Social Service Contract or Professional Social Service Agreement shall mean any contract or agreement with a social service provider, including other

governmental agencies, nonprofit organizations, or for profit business enterprises engaged in the field of and providing social services, juvenile justice, mental health treatment, alternative sentencing, offender rehabilitation, recidivism reduction, foster care, substance abuse treatment, domestic violence services, community transitioning services, intervention, or such other similar services which provide mental, social or physical treatment and services to individuals. Said Professional Social Service Contracts or Professional Social Service Agreements do not include CCHHS managed care contracts that CCHHS may enter into with health care providers.

A sample Cook County Professional Services Agreement is included with this RFQ as Appendix VI. Do not complete or return this sample document. In the event Respondent wishes to make modifications to this Agreement, proposed changes may be detailed in Document 1, Section A: "Cover Letter and Pricing Proposal" in the Response.

### 3.3.2 Availability of Documents

The County will publish their competitive bid, RFQ, and other procurement notices, as well as award information, at <http://legacy.cookcountygov.com/purchasing/bids/listAllBids.php>.

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

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

### 3.3.3 Clarifications and Addenda

Should any Respondent have questions concerning conditions and specifications, or find discrepancies in or omissions in the specifications, or be in doubt as to their meaning, they should notify the contact person listed on the cover page of this RFQ by Friday, May 22, 2020 at 3:00pm Central Time to obtain clarification prior to submitting a Response. Such inquires must reference the response due date and the County RFQ number.

Any clarification addenda issued to Respondent prior to the Response due date shall be made available to all Respondents. Since all addenda become a part of the Response, the Addenda Acknowledgement Form (found in Appendix IV) must be signed by an authorized Respondent representative and returned with the Response on or before the Response opening date. Failure to sign and return any and all addenda acknowledgements shall be grounds for rejection of the Response.

Interpretations that change the terms, conditions, or specifications will be made in the form of an addendum to the solicitation by the County. If issued, the County will post the addenda on the

County website: <https://legacy.cookcountygov.com/purchasing/bids/listAllBids.php>. In the event there are any conflicts between the general terms and conditions and any special terms and conditions, the special terms and conditions shall take precedence.

#### 3.3.4 Respondent's Responsibility for Services Proposed

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

#### 3.3.5 Errors and Omissions

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

#### 3.3.6 RFQ Interpretation

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

#### 3.3.7 Confidentiality and Response Cost and Ownership

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

#### 3.3.8 Use of Sub-Respondents

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

#### 3.3.9 MBE/WBE Participation Goals

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

### **3.3.10 Respondent's Disclosure and Conflict of Interest**

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

### **3.3.11 Alteration/Modification of Original Documents**

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

## **4 EVALUATION AND SELECTION PROCESSES AND AGREEMENT EXECUTION**

### **4.1 Responsiveness Review**

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

### **4.2 Acceptance of Responses**

The Cook County Justice Advisory Council reserves the right to reject any or all qualifications or any part thereof, to waive informalities, and to accept the submission deemed most favorable to the County.

### **4.3 Evaluation Process and Criteria**

An evaluation committee comprised of County personnel will evaluate all responsive submissions in accordance with the evaluation criteria detailed below. This evaluation process may result in a shortlist of responses. The evaluation committee, at its option, may request that all or shortlisted respondents make a presentation, other customer testimonials, submit clarifications, schedule a site visit of their premises (as appropriate), provide a best and final offer, provide additional references, respond to questions, or consider alternative approaches.

Upon review of all information provided by shortlisted Respondents, the evaluation committee will make a recommendation for selection to the Executive Director of the Cook County Justice Advisory Council for concurrence and submission to the County elected officials. The County reserves the right to check references on any projects performed by the Respondent whether provided by the Respondent or known by the County. The County intends to select responses that best meet the needs of the County and provide the best overall value. Upon approval of a selected Respondent, a contract will be prepared by the County and presented to the Selected Respondent for signature.

#### **4.3.1 Evaluation Criteria: Responsiveness of Response**

Respondent is compliant with all the submission requirements of the RFQ.

#### 4.3.2 Evaluation Criteria: Technical Response

Qualifications will be reviewed and scored based on the following criteria:

Respondent's readiness to implement the specific service components associated with the project, as evidenced by their general experience with providing similar services, including the description of the successful implementation of at least three (3) similar projects. Scoring Weight: 50%

Completeness, consistency and clarity in the Respondents references, including reference's name, title, organization, address, phone, and e-mail address. Scoring weight: 25%.

Completeness, consistency and clarity in the Respondent's execution of all required sections of response. Scoring Weight: 15%

Financial Statements of the Respondent, submit tax submissions or audited financial statements for the last three fiscal years, including the letter of opinion, balance sheet, schedules, and related auditor's notes. Scoring Weight: 10%

**To be eligible for funding, a response must achieve a minimum overall qualitative score of 60%.**

#### 4.4 Respondent Presentations

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

#### 4.5 Right to Inspect

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

#### 4.6 Best and Final Offer

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

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

For each award made pursuant to this RFQ, an annual performance report that is common to all Cook County Professional Social Service Contracts will be required. This performance report shall be provided annually by grantees, within 45 days of request, in addition to interim and final reports related to the grant award. Further details on this report are available in Appendix XI: Sample Cook County Professional Social Services Agreement.

#### **4.7 Period of Firm Response**

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

#### **4.8 Final Selection Process and Awards**

The County may, at its discretion evaluate all responsive responses. The County may award one or more contracts but reserves the right to award fewer or none, based on the responsiveness and quality of the qualifications received.

#### **4.9 Cook County Rights**

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

### **5 POST-AWARD REQUIREMENTS AND COMPLIANCE**

#### **5.1 Orientation and Reporting**

All organizations and individuals who are awarded JAC contracts are required to attend an orientation prior to beginning services. This orientation is mandatory. Its purpose is to provide partners with specific instructions relative to the JAC's reporting and other administrative requirements. The JAC requires that each organization send those individuals who will be responsible for preparing the JAC required programmatic and fiscal reports.

Funded organizations and individuals shall be required to submit periodic programmatic and fiscal reports for the duration of the grant. The JAC will provide forms for this purpose which will be distributed to each grantee as part of the mandatory orientation session. In addition, all funded organizations and individuals shall have and maintain an email address for correspondence purposes.



**APPENDIX I**

**Agency Designated Contacts Form**

Complete attached Agency Designated Contacts Form.

**Agency Designated Contacts Form**

**(THIS FORM MUST BE INCLUDED WITH YOUR PROPOSAL SUBMISSION)**

**Agency Designated Contacts:**

Following determination of award and upon the final execution of the contract, the issuing department will contact the agency to schedule an initial orientation meeting. This meeting will cover administrative procedures associated with the programmatic and fiscal management of the funded project. Please complete this form and include it with your submission so that, if awarded, the issuing department knows who the appropriate program and fiscal contacts are for your agency.

**Agency Name:** \_\_\_\_\_

**Agency Address:** \_\_\_\_\_

**Agency Program Contact:** \_\_\_\_\_

**Agency Program Contact Title:** \_\_\_\_\_

**Agency Program Contact Address:** \_\_\_\_\_

**Contact Phone:** \_\_\_\_\_

**Contact Email:** \_\_\_\_\_

**Agency Fiscal Contact:** \_\_\_\_\_

**Agency Fiscal Contact Title:** \_\_\_\_\_

**Agency Fiscal Contact Address:** \_\_\_\_\_

**Contact Phone:** \_\_\_\_\_

**Contact Email:** \_\_\_\_\_

**APPENDIX II**

**Identification of Subcontractor/Supplier/Subconsultant Form**

Complete attached Identification of Subcontractor/Supplier/Subconsultant Form.

**Cook County Justice Advisory Council  
Identification of Subcontractor/Supplier/Subconsultant Form**

The Proposer/Respondent (“the Contractor”) will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form (“ISF”) with each Request for Proposal and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

RFP/RFQ No.	Date
Total Proposal Amount	RFP/RFQ Title
Contractor	Subcontractor/Supplier/ Subconsultant to be added or substitute
Authorized Contact For Contractor	Authorized Contact for Subcontractor/Supplier/ Subconsultant
Email Address (Contractor)	Email Address (Subcontractor)
Company Address (Contractor)	Company Address (Subcontractor)
City, State and Zip (Contractor)	City, State and Zip (Subcontractor)
Telephone and Fax (Contractor)	Telephone and Fax (Subcontractor)
Estimated Start and Completion Dates (Contractor)	Estimated Start and Completion Dates (Subcontractor)

**Note:** Upon request, a copy of all written subcontractor agreements must be provided to the Cook County Justice Advisory Council.

Description of Services or Supplies	Total Price of Subcontract for Services or Supplies

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/ Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work.

\_\_\_\_\_  
Prime Contractor Name:

\_\_\_\_\_  
Authorized Signatory Name and Title:

\_\_\_\_\_  
Prime Contractor Signature

\_\_\_\_\_  
Date

### **APPENDIX III**

#### **Economic Disclosure Statement**

The following Economic Disclosure Statement (EDS) shall be completed and the last page notarized. Throughout the EDS, for Respondents organized as nonprofits, questions referring to substantial owners may be interpreted as referring to the most senior executive officer of the organization. This document shall be signed by the most senior executive officer of Respondent's organization with the authority to bind the organization in contracts (e.g., President, CEO, Executive Director), and that signature shall be notarized with both original ink signatures being present in the submitted material.

**COOK COUNTY  
ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENT  
INDEX**

<b>Section</b>	<b>Description</b>	<b>Pages</b>
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1- 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 – 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15-17
6	Cook County Signature Page	EDS 18

**SECTION 1**  
**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 Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

**Definitions.** 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, as applicable.

*Affiliate* means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

*Applicant* means a person who executes this EDS.

*Bidder* means any person who submits a Bid.

*Code* means the Code of Ordinances, Cook County, Illinois available on municode.com.

*Contract* shall include any written document to make Procurements by or on behalf of Cook County.

*Contractor* or *Contracting Party* means a person that enters into a Contract with the County.

*Control* means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

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

*Joint Venture* means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

*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 who lobbies.

*Person* or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

*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.

*Proposal* means a response to an RFP.

*Proposer* means a person submitting a Proposal.

*Response* means response to an RFQ.

*Respondent* means a person responding to an RFQ.

*RFP* means a Request for Proposals issued pursuant to this Procurement Code.

*RFQ* means a Request for Qualifications issued to obtain the qualifications of interested parties.

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

**Section 1: Instructions.** Section 1 sets forth the instructions for completing and executing this EDS.

**Section 2: Certifications.** Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. 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 3: Economic and Other Disclosures Statement.** Section 3 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 Applicant to the warranties, representations, agreements and acknowledgements contained therein.

**Required Updates.** The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

**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, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at [cookcountyil.gov/ethics-board-of](http://cookcountyil.gov/ethics-board-of).

**Authorized Signers of Contract and EDS Execution Page.** If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. 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.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

Effective October 1, 2016 all foreign corporations and LLCs must be registered with the Illinois Secretary of State's Office unless a statutory exemption applies to the applicant. Applicants who are exempt from registering must provide a written statement explaining why they are exempt from registering as a foreign entity with the Illinois Secretary of State's Office.



**SECTION 2**

**CERTIFICATIONS**

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT 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 APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT 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 subparagraphs (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 APPLICANT HEREBY CERTIFIES THAT:*** The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

**B. BID-RIGGING OR BID ROTATING**

***THE APPLICANT HEREBY CERTIFIES THAT:*** *In accordance with 720 ILCS 5/33 E-11, neither the Applicant 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 APPLICANT HEREBY CERTIFIES THAT:*** The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

**D. DELINQUENCY IN PAYMENT OF TAXES**

**THE APPLICANT HEREBY CERTIFIES THAT:** *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

**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 APPLICANT HEREBY CERTIFIES THAT:** *It is in compliance with 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. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)**

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

**H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)**

**THE APPLICANT CERTIFIES THAT:** It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at [www.municode.com](http://www.municode.com).

**I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)**

**THE APPLICANT CERTIFIES THAT:** It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at [www.municode.com](http://www.municode.com).

**J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;**

Unless expressly waived by the Cook County Board of Commissioners, 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 annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

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

**SECTION 3**

**REQUIRED DISCLOSURES**

**1. DISCLOSURE OF LOBBYIST CONTACTS**

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

Name	Address
_____	_____
_____	_____
_____	_____

**2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)**

*Local business* means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

a) Is Applicant a "Local Business" as defined above?  
Yes: \_\_\_\_\_ No: \_\_\_\_\_

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

c) Does Applicant employ the majority of its regular full-time workforce within Cook County?  
Yes: \_\_\_\_\_ No: \_\_\_\_\_

**3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)**

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

**All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.**

**4. REAL ESTATE OWNERSHIP DISCLOSURES.**

The Applicant 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 Applicant in Cook County:

**PERMANENT INDEX NUMBER(S):** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
**(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)**

**OR:**

- b) \_\_\_\_\_ The Applicant owns no real estate in Cook County.

**5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.**

If the Applicant 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 Applicant 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 Applicant 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:**

Contract #:

County Department:

**Business Entity Information (INCLUDES CORPORATE APPLICANT AND CORPORATE SUBSTANTIAL OWNERS):**

Business Entity Name: \_\_\_\_\_

Street Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone #: \_\_\_\_\_

**Individual Applicant and Individual Substantial Owner Information (If Applicable):**

Last name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

SS# (Last Four Digits): \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Driver's License No: \_\_\_\_\_

**Child Support Obligation Information:**

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

- \_\_\_\_\_ 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

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

Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

X \_\_\_\_\_

**Notary Public Signature**

**Notary Seal**

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

**COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT**

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

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.

"Person" "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. A Person 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: \_\_\_\_\_ FEIN # Only: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

Cook County Business Registration Number: \_\_\_\_\_  
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): \_\_\_\_\_

**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 Person 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 Person 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, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

**Corporate Officers, Members and Partners Information:**

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office

**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.

**COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE**

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-mail address

\_\_\_\_\_  
Phone Number

Subscribed to and sworn before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My commission expires:

X \_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Seal





**COOK COUNTY BOARD OF ETHICS**  
 69 W. WASHINGTON STREET, SUITE 3040  
 CHICAGO, ILLINOIS 60602  
 312/603-4304 Office 312/603-9988 Fax

**FAMILIAL RELATIONSHIP DISCLOSURE PROVISION**

**Nepotism Disclosure Requirement:**

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

**Additional Definitions:**

“*Familial relationship*” means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

Parent	Grandparent	Stepfather
Child	Grandchild	Stepmother
Brother	Father-in-law	Stepson
Sister	Mother-in-law	Stepdaughter
Aunt	Son-in-law	Stepbrother
Uncle	Daughter-in-law	Stepsister
Niece	Brother-in-law	Halfbrother
Nephew	Sister-in-law	Halfsister

**COOK COUNTY BOARD OF ETHICS  
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

**A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY**

Name of Person Doing Business with the County: \_\_\_\_\_

Address of Person Doing Business with the County: \_\_\_\_\_

Phone number of Person Doing Business with the County: \_\_\_\_\_

Email address of Person Doing Business with the County: \_\_\_\_\_

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

\_\_\_\_\_  
\_\_\_\_\_

**B. DESCRIPTION OF BUSINESS WITH THE COUNTY**

*Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:*

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: \_\_\_\_\_

\_\_\_\_\_

The aggregate dollar value of the business you are doing or seeking to do with the County: \$\_\_\_\_\_

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: \_\_\_\_\_

\_\_\_\_\_

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: \_\_\_\_\_

\_\_\_\_\_

**C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS**

*Check the box that applies and provide related information where needed*

- The Person Doing Business with the County **is an individual** and there is **no familial relationship** between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.
- The Person Doing Business with the County **is a business entity** and there is **no familial relationship** between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS  
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

The Person Doing Business with the County **is an individual** and **there is a familial relationship** between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

The Person Doing Business with the County **is a business entity** and **there is a familial relationship** between at least one member of this business entity’s board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows:**

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
---	--	--	-------------------------------------

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

Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
---	--	--	-------------------------------------

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

Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
---	--	--	-------------------------------------

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

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

**VERIFICATION:** To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

\_\_\_\_\_  
Signature of Recipient

\_\_\_\_\_  
Date

\* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (i.e. in laws and step relations) or adoption.

SECTION 4

**COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE**

Effective May 1, 2015, every Person, **including Substantial Owners**, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"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 Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. 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. **County reserves the right to request additional information to verify veracity of information contained in this Affidavit.**

**I. Contract Information:**

Contract Number: \_\_\_\_\_

County Using Agency (requesting Procurement): \_\_\_\_\_

**II. Person/Substantial Owner Information:**

Person (Corporate Entity Name): \_\_\_\_\_

Substantial Owner Complete Name: \_\_\_\_\_

FEIN# \_\_\_\_\_

Date of Birth: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Home Phone: ( ) \_\_\_\_\_ - \_\_\_\_\_

**III. Compliance with Wage Laws:**

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

*Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., YES or NO*

*Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES or NO*

*Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES or NO*

*Employee Classification Act, 820 ILCS 185/1 et seq., YES or NO*

*Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or NO*

*Any comparable state statute or regulation of any state, which governs the payment of wages YES or NO*

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV**.

**IV. Request for Waiver or Reduction**

If Person/Substantial Owner answered “Yes” to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction or waiver is made on the basis of one or more of the following actions that have taken place:

*There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner*  
**YES or NO**

*Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation*  
**YES or NO**

*Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default*  
**YES or NO**

*Other factors that the Person or Substantial Owner believe are relevant.*  
**YES or NO**

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

**V. Affirmation**

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Person signing (Print): \_\_\_\_\_ Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

X \_\_\_\_\_  
**Notary Public Signature**

\_\_\_\_\_  
**Notary Seal**

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

SECTION 5

CONTRACT AND EDS EXECUTION PAGE

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

**Execution by Corporation/LLC/Joint Venture/Sole Proprietorship**

\_\_\_\_\_  
Corporation Name/LLC/Joint Venture/Assumed Name

\_\_\_\_\_  
President/CEO/Executive Director/Sole Proprietor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
President/CEO/Executive Director/Sole Proprietor Printed Name

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email

\*If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

Subscribed and sworn to before me this

Notary Seal

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
My commission expires

**SECTION 6**  
**COOK COUNTY JUSTICE ADVISORY COUNCIL SIGNATURE PAGE**

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

\_\_\_\_\_  
Cook County Justice Advisory Council Executive Director

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Assistant State's Attorney  
(Required on contracts over \$1,000,000)

\_\_\_\_\_  
Date

**CONTRACT TERM & AMOUNT**

- Justice Advisory Council

\_\_\_\_\_  
Contract #

\_\_\_\_\_  
Original Contract Term

\_\_\_\_\_  
Renewal Options (If Applicable)

\_\_\_\_\_  
Contract Amount

\_\_\_\_\_  
Cook County Board Approval Date (If Applicable)



## **APPENDIX IV**

### **Addenda Acknowledgement Form**

Respondents shall acknowledge receipt of any addenda issued on the spaces provided in Addenda Acknowledgement Form following and submit this form with its response. Failure to acknowledge receipt of any addenda issued and submittal of this form may render the response non-responsive.



**COOK COUNTY**  
**Justice Advisory Council**  
69 W. WASHINGTON STREET, SUITE 1110  
CHICAGO, ILLINOIS 60602  
312/603-1133

## ADDENDA ACKNOWLEDGEMENT FORM

**IMPORTANT NOTICE:** Proposers shall acknowledge receipt of any addenda issued on the spaces provided below and submit this form with its proposal. Failure to acknowledge receipt of any addenda issued and submittal of this form may render the proposal non-responsive.

Bid/RFP/RFQ No.: \_\_\_\_\_

Project Name: \_\_\_\_\_

Addendum No. 1

Addendum No. 2

Addendum No. 3

Addendum No. 4

Addendum No. 5

Other: \_\_\_\_\_

N/A (No Addenda Issued)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

**APPENDIX V**

**JAC Compliance Policy for Grant Recipients**

Respondents shall review the attached JAC Compliance Policy for Grant Recipients

## JAC Compliance Policy for Grant Recipients

### Overview

The JAC is charged with ensuring that programs and services supported by grant funds meet minimal quality and ethical standards. This includes monitoring performance relative to the grantee's adherence to: a) JAC/Cook County guidelines, b) contractual obligations as specified in the contractual grant award, and c) following the approved program plan and budget. It also includes monitoring to ensure that programs and services are delivered in a manner that ensures the safety, respect, and highest level of success for program participants.

### Determination of Non-Compliance

Based on the JAC's assessment of multiple factors over the course of the contract period, a grantee may be designated "non-compliant" if situations arise where the grantee is determined to be in non-compliance with two or more of these factors and fails to take corrective action after receiving formal notification from the JAC. The following factors are monitored to determine that grantees are meeting minimal standards.

Factor	Minimal Standard	Determination of Non-Compliance
<b>Responsiveness</b>	The grantee is required to respond to the JAC in each instance where the JAC is requesting information or requiring action on the part of the grantee.	<ul style="list-style-type: none"><li>• The grantee displays a pattern of unresponsiveness by either failing to communicate or communicating incomplete or inaccurate information.</li><li>• The grantee displays a pattern of failure to follow up on action items.</li><li>• The grantee displays a pattern of failing to meet critical deadlines or requires repeated coaxing to respond.</li></ul>
<b>Scope of Work</b>	The grantee is required to adhere to the approved scope of work as reflected in the grantee's contract or in a subsequent approved revision of the agreed upon scope.	<ul style="list-style-type: none"><li>• The agency is not following the approved scope of services per its contract with the JAC.</li><li>• The agency has changed the scope of work without seeking JAC approval.</li><li>• The agency indicates that they are unable to perform the scope of work per its contract.</li></ul>

<p><b>Budget and Expenditure of Grant Funds</b></p>	<p>The grantee is required to adhere to the approved budget as reflected in the grantee’s contract or in a subsequent approved budget revision.</p>	<ul style="list-style-type: none"> <li>• The agency is spending grant funds on items that are not included in the approved budget.</li> <li>• The agency has changed the budget without seeking JAC approval.</li> <li>• The agency significantly under-spent grant funds (i.e. more than 10% of the grant remains unexpended at the close of the contract period).</li> <li>• The agency submits unallowable expenses more than once.</li> <li>• The agency fails to return unspent funds.</li> </ul>
<p><b>Reporting</b></p>	<p>The grantee is required to follow a set reporting schedule which is communicated to the grantee upon award.</p> <p>The grantee is also expected to comply with any additional reporting requirements that may arise over the course of the contract period.</p>	<ul style="list-style-type: none"> <li>• The agency is delinquent in the submission of programmatic or fiscal reports without communication with the JAC. Delinquency in reporting is defined as follows: The grantee has not submitted a report within seven days beyond the due date and the grantee has neither offered an explanation nor been approved for an extension.</li> <li>• The agency’s reports lack sufficient content.</li> <li>• The agency is not reporting on its proposed and approved outcome measures.</li> </ul>

**Consequences of Non-Compliant Determination**

If a grantee’s performance is determined to be below minimal standards, the JAC will inform the grantee and offer assistance toward corrective action. If the grantee fails to make corrective actions the JAC may designate the grantee as “non-compliant.”<sup>1</sup>

In the event that an organization was designated as “non-compliant” and subsequently applies for future funding, the JAC may consider this designation and past performance in determining whether to award the agency a subsequent grant.

---

<sup>1</sup> The JAC has enacted this policy as of 2016 and, as such, will not take into account any consideration of grantee performance occurring before 2016.

## APPENDIX VI

### Sample Cook County Professional Social Services Agreement

Respondents shall review the following Sample Cook County Professional Social Services Agreement. This Sample Agreement is for review only and should not be completed nor submitted with a response.

For each award made pursuant to this RFQ, a document substantially similar to this document shall be executed as part of that grant award. If terms of this Sample Agreement are not acceptable, please indicate any objections or concerns in the "Additional Information" section of the Response Narrative.

Article 3, Section L of this agreement references a specific performance report that is common to all Cook County Professional Social Service Contracts. This performance report shall be provided annually by grantees, within 45 days of request, in addition to interim and final reports related to the grant award.

"In accordance with 34-146, of the Cook County Procurement Code, all Contractors or providers providing services under a Professional Social Service Contracts or Professional Social Services Agreements, shall submit an annual performance report to the Using Agency, i.e., the agency for whom the Contractor or provider is providing the professional social services, that includes but is not limited to relevant statistics, an empirical analysis where applicable, and a written narrative describing the goals and objectives of the contract or agreement and programmatic outcomes. The annual performance report shall be provided and reported to the Cook County Board of Commissioners by the applicable Using Agency within forty-five days of receipt. Failure of the Contractor or provider to provide an annual performance report will be considered a breach of contract or agreement by the Contractor or provider and may result in termination of the Contract or agreement."

**COOK COUNTY JUSTICE ADVISORY COUNCIL  
PROFESSIONAL SERVICES AGREEMENT**

---

**BETWEEN**



COOK COUNTY JUSTICE ADVISORY COUNCIL  
AND

\_\_\_\_\_  
CONTRACT NO. \_\_\_\_\_

# PROFESSIONAL SERVICES AGREEMENT

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Economic Disclosure Statement and Contract Signature Page

**List of Exhibits**

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- Exhibit 2      Schedule of Compensation
- Exhibit 3      Minority and Women Owned Business Enterprise Commitment
- Exhibit 3      Evidence of Insurance
- Exhibit 4      Board Authorization

## AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Cook County Justice Advisory Council hereinafter referred to as "County" and \_\_\_\_\_, doing business as a(an) \_\_\_\_\_ of the State of \_\_\_\_\_ hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Board of Commissioners on \_\_\_\_\_, as evidenced by Board Authorization letter attached hereto as EXHIBIT "5".

## BACKGROUND

*The County of Cook issued a Request for Proposals "RFP" for \_\_\_\_\_ . Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Consultant was selected based on the proposal submitted and evaluated by the County representatives.*

*Consultant represents that it has the professional experience and expertise to provide the necessary services and further warrants that it is ready, willing and able to perform in accordance with the terms and conditions as set forth in this Agreement.*

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

## TERMS AND CONDITIONS

### **ARTICLE 1) INCORPORATION OF BACKGROUND**

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

### **ARTICLE 2) DEFINITIONS**

#### **a) Definitions**

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

**"Additional Services"** means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Using Agency require the approval of the Cook County Justice Advisory Council in a written amendment to this Agreement before Consultant is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

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

"**Justice Advisory Council**" means the Cook County Justice Advisory Council for the County of Cook and any representative duly authorized in writing to act on its behalf.

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

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

**b) Interpretation**

- i) The term "**include**" (in all its forms) means "include, without limitation" unless the context clearly states otherwise.
- ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.
- iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any tables of contents or marginal notes appended to it are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.
- v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.
- vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

**c) Incorporation of Exhibits**

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

Exhibit 1	Scope of Services
Exhibit 2	Schedule of Compensation
Exhibit 3	Minority and Women Owned Business Enterprise Commitment
Exhibit 3	Evidence of Insurance
Exhibit 4	Board Authorization

**ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT**

**a) Scope of Services**

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

**b) Deliverables**

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

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

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

c) **Standard of Performance**

Consultant must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a consultant performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County and with respect to that information, Consultant agrees to be held to the standard of care of a fiduciary.

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

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

d) **Personnel**

i) **Adequate Staffing**

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

ii) **Key Personnel**

Consultant must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "**Key Personnel**" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). The Using Agency may at any time in writing notify Consultant that the County will no longer accept performance of Services under this

Agreement by one or more Key Personnel listed. Upon that notice Consultant must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in Exhibit 1, Scope of Services.

iii) **Salaries and Wages**

Consultant and Subconsultants must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Consultant underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The parties acknowledge that this Section 3.d(iii) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) **Insurance**

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

i) **Insurance To Be Provided**

(1) Workers Compensation and Employers Liability

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

(2) Commercial General Liability (Primary and Umbrella)

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

contributory basis for any liability arising directly or indirectly from the Services.

Subconsultants performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.i(2).

(3) Automobile Liability (Primary and Umbrella)

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

(4) Professional Liability

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

Subconsultants performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.i(4).

(5) Valuable Papers

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

ii) **Additional Requirements**

(1) Consultant must furnish the Cook County Justice Advisory Council, 69 W. Washington St, Suite 1110, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Consultant must submit evidence of insurance on the County Insurance Certificate Form (copy attached as Exhibit 3) or equivalent prior to the effective date of the Agreement. The receipt of any certificate does not constitute agreement by the County that the insurance requirements in this Agreement have been fully met or that

the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the County to obtain certificates or other insurance evidence from Consultant is not a waiver by the County of any requirements for Consultant to obtain and maintain the specified coverages. Consultant must advise all insurers of the provisions in this Agreement regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the County retains the right to terminate this Agreement or to suspend this Agreement until proper evidence of insurance is provided.

- (2) The insurance must provide for 60 days prior written notice to be given to the County in the event coverage is substantially changed, canceled or non-renewed. All deductibles or self-insured retentions on referenced insurance coverages must be borne by Consultant. Consultant agrees that insurers waive their rights of subrogation against the County of Cook, its employees, elected officials, agents or representatives.
- (3) The coverages and limits furnished by Consultant in no way limit Consultant's liabilities and responsibilities specified within this Agreement or by law. Any insurance or self-insurance programs maintained by the County of Cook apply in excess of and do not contribute with insurance provided by Consultant under this Agreement.
- (4) The required insurance is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.
- (5) Consultant must require all Subconsultants to provide the insurance required in this Agreement, or Consultant may provide the coverages for Subconsultants. All Subconsultants are subject to the same insurance requirements as Consultant unless otherwise specified in this Agreement. If Consultant or Subconsultant desires additional coverages, the party desiring the additional coverages is responsible for its acquisition and cost.
- (6) The County's Risk Management Office maintains the rights to modify, delete, alter or change these requirements. "**Risk Management Office**" means the Risk Management Office, which is under the direction of the Director of Risk Management and is charged with reviewing and analyzing insurance and related liability matters for the County.

**f) Indemnification**

The Consultant 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 Consultant, or the acts or omissions of the officers, agents, employees, Consultants, subconsultants, licensees or invitees of the Consultant. The Consultant expressly understands and agrees that any Performance Bond or insurance protection required of the Consultant, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

**g) Confidentiality and Ownership of Documents**

Consultant acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Consultant in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Consultant's performance hereunder. Consultant 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. Consultant 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 Consultant 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 Consultant 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 Consultant's own purposes or for those of any third party. During the performance of the Contract Consultant shall be responsible of any loss or damage to the Documents while they are in Consultant's possession, and any such loss or damage shall be restored at the expense of the Consultant. The County and its designees shall be afforded full access to the Documents and the work at all times.

**h) Patents, Copyrights and Licenses**

If applicable, Consultant shall furnish the Cook County Justice Advisory Council with all licenses required for the County to utilize any software, including firmware or middleware, provided by Consultant as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Consultant shall also furnish a copy of such licenses to the Cook County Justice Advisory Council. 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.

Consultant agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, as permitted by Illinois law, 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 Consultant'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, Consultant with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Consultant'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 Consultant 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.

**i) Examination of Records and Audits**

The Consultant 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 Consultant related to the Contract, or to Consultant's compliance with any term, condition or provision thereof. The Consultant shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Consultant 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 compliance with any term, condition or provision thereunder or under the Contract.

In the event the Consultant receives payment under the Contract, reimbursement for which is later disallowed by the County, the Consultant 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 Consultant under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Consultant 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 Consultant 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, Consultant 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.

**j) 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 Cook County Justice Advisory Council, which approval shall be granted or withheld at the sole discretion of the Cook County Justice Advisory Council. In no case, however, shall such approval relieve the Consultant from its obligations or change the terms of the Contract. The Consultant shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Cook County Justice Advisory Council. 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 Consultant shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Consultant shall identify in writing to the Cook County Justice Advisory Council the names of any and all Subcontractors it intends to use in the performance of the Contract by completing the Identification of Subcontractor/Supplier/ Subconsultant Form (“ISF”). The Cook County Justice Advisory Council shall have the right to disapprove any Subcontractor. All Subcontractors shall be subject to the terms of this Contract. Consultant shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Cook County Justice Advisory Council upon request.

The Consultant must disclose the name and business address of each Subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Consultant 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 Consultant is not required to disclose employees who are paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant’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

Consultant is uncertain whether a disclosure is required under this Section, the Consultant 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 Consultants and Subcontractor of the Consultant shall be accountable to the Cook County Justice Advisory Council or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

**k) Professional Social Services Report**

In accordance with 34-146, of the Cook County Procurement Code, all Consultants or providers providing services to the Cook County Justice Advisory Council under a Professional Social Service Contracts or Professional Social Services Agreements, shall submit an annual performance report to the Cook County Justice Advisory Council that includes but is not limited to relevant statistics, an empirical analysis where applicable, and a written narrative describing the goals and objectives of the contract or agreement and programmatic outcomes. The annual performance report shall be provided to the Cook County Justice Advisory Council within forty-five days of receipt. Failure of the Consultant or provider to provide an annual performance report will be considered a breach of contract or agreement by the Consultant or provider, and may result in termination of the Contract or agreement.

For purposes of this Section, a Professional Social Service Contract or Professional Social Service Agreement shall mean any contract or agreement with a social service provider, including other governmental agencies, nonprofit organizations, or for profit business enterprises engaged in the field of and providing social services, juvenile justice, mental health treatment, alternative sentencing, offender rehabilitation, recidivism reduction, foster care, substance abuse treatment, domestic violence services, community transitioning services, intervention, or such other similar services which provide mental, social or physical treatment and services to individuals. Said Professional Social Service Contracts or Professional Social Service Agreements do not include CCHHS managed care contracts that CCHHS may enter into with health care providers.

**ARTICLE 4) TERM OF PERFORMANCE**

**a) Term of Performance**

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

**b) Timeliness of Performance**

i) Consultant must provide the Services and Deliverables within the term and within

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

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

**c) Agreement Extension Option**

The Cook County Justice Advisory Council may at any time before this Agreement expires elect to renew this Agreement for \_\_\_\_\_ additional one-year periods under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Consultant. After notification by the Cook County Justice Advisory Council, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

**ARTICLE 5) COMPENSATION**

**a) Basis of Payment**

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

**b) Method of Payment**

All invoices submitted by the Consultant shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All Contracts for services that are procured as Sole Source must also contain a provision requiring the Contractor to submit itemized records indicating the dates that services were provided, a detailed description of the work performed on each such date, and the amount of time spent performing work on each such date. All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or

obligation owed by the Consultant to the County.

The Consultant acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Consultant certifies that all itemized entries set forth in the invoices are true and correct. The Consultant acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies, services or equipment set forth in the Agreement to the Using Agency, or that it has properly performed the services set forth in the Agreement. The invoice must also reflect the dates and amount of time expended in the provision of services under the Agreement. The Consultant acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Consultant, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Consultant receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Agreement, the Consultant must make payment to its Subcontractors within 15 days after receipt of payment from the County, provided that such Subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Consultant with all of the documents and information required of the Consultant. The Consultant may delay or postpone payment to a Subcontractor when the Subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Consultant is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

**c) Funding**

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

**d) Non-Appropriation**

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

**e) Taxes**

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and

Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07.

**f) Price Reduction**

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

**g) Consultant Credits**

To the extent the Consultant 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 Agency. Consultant shall reflect any such credits on its invoices and in the amounts it invoices the County.

**ARTICLE 6) DISPUTES**

Any dispute arising under the Contract between the County and Consultant shall be decided by the Cook County Justice Advisory Council. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Cook County Justice Advisory Council. Upon request of the Cook County Justice Advisory Council, the party complained against shall respond to the complaint in writing within five days of such request. The Cook County Justice Advisory Council will reduce its decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The decision of the Cook County Justice Advisory Council 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 Cook County Justice Advisory Council 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 Cook County Justice Advisory Council of a dispute. No inference shall be drawn from the absence of a decision by the Cook County Justice Advisory Council.

Notwithstanding a dispute, Consultant shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

**ARTICLE 7) COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE WITH ALL LAWS**

The Consultant, Subcontractor, 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 (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.

The Consultant 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 Consultant's employees, agents or Subcontractor shall be the responsibility of the Consultant.

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

**ARTICLE 8) SPECIAL CONDITIONS**

**a) Warranties and Representations**

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

- i) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;
- iv) warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and has not been considered by the Cook County Justice Advisory Council to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County;



- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- vi) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and
- vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.a and 9.c.

**b) Ethics**

- i) In addition to the foregoing warranties and representations, Consultant warrants:
  - (1) no officer, agent or employee of the County is employed by Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.
  - (2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Consultant or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

**c) Joint and Several Liability**

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

**d) Business Documents**

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

e) **Conflicts of Interest**

- i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.
- ii) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.
- iii) Upon the request of the County, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant's past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.
- iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, Subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.
- v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Cook County Justice Advisory Council in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.
- vi) Furthermore, if any federal funds are to be used to compensate or reimburse

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

**f) Non-Liability of Public Officials**

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

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

**a) Events of Default Defined**

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the County.
- ii) Consultant's material failure to perform any of its obligations under this Agreement including the following:
  - (a) Failure due to a reason or circumstances within Consultant's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;
  - (b) Failure to perform the Services in a manner reasonably satisfactory to the Cook County Justice Advisory Council or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
  - (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
  - (d) Discontinuance of the Services for reasons within Consultant's reasonable control; and
  - (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.

- iii) Any change in ownership or control of Consultant without the prior written approval of the Cook County Justice Advisory Council, which approval the Cook County Justice Advisory Council will not unreasonably withhold.
- iv) Consultant's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Consultant acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.
- v) Failure to comply with Article 7 in the performance of the Agreement.
- vi) Consultant's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Cook County Justice Advisory Council indicate a willful or reckless disregard for County laws and regulations.

**b) Remedies**

The occurrence of any event of default permits the County, at the County's sole option, to declare Consultant in default. The Cook County Justice Advisory Council may in his sole discretion give Consultant an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Cook County Justice Advisory Council. Whether to declare Consultant in default is within the sole discretion of the Cook County Justice Advisory Council and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

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

- i) The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the County would have paid Consultant under the terms and conditions of this Agreement for the

Services that were assumed by the County as agent for the Consultant under this Section 9.b;

- ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iv) The right to money damages;
- v) The right to withhold all or any part of Consultant's compensation under this Agreement;
- vi) The right to consider Consultant non-responsible in future contracts to be awarded by the County.

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

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

c) **Early Termination**

In addition to termination under Sections 9.a and 9.b of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Consultant. The County will give notice to Consultant in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Consultant or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

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

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

If the County's election to terminate this Agreement for default under Sections 9.a and 9.b is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.c.

**d) Suspension**

The County may at any time request that Consultant suspend its Services, or any part of them, by giving 15 days prior written notice to Consultant or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Consultant must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Cook County Justice Advisory Council and such equitable extension of time as may be mutually agreed upon by the Cook County Justice Advisory Council and Consultant when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Consultant as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Consultant by written notice may treat the suspension as an early termination of this Agreement under Section 9.c.

**e) Right to Offset**

In connection with performance under this Agreement, the County may offset any excess costs incurred:

- i) if the County terminates this Agreement for default or any other reason resulting from Consultant's performance or non-performance;
- ii) if the County exercises any of its remedies under Section 9.b of this Agreement;  
or
- iii) if the County has any credits due or has made any overpayments under this Agreement.

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

**f) Delays**

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

**g) Prepaid Fees**

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

**ARTICLE 10) GENERAL CONDITIONS**

**a) Entire Agreement**

**i) General**

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

**ii) No Collateral Agreements**

Consultant acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and

incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Consultant to enter into this Agreement or has been relied upon by Consultant, including any with reference to:

- (a) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;
- (b) the nature of the Services to be performed;
- (c) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement;
- (d) the general conditions which may in any way affect this Agreement or its performance;
- (e) the compensation provisions of this Agreement; or
- (f) any other matters, whether similar to or different from those referred to in (a) through (e) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) **No Omissions**

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

b) **Counterparts**

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

c) **Contract Amendments**

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such amendments shall only be made by mutual agreement in writing.



In the case of Contracts not approved by the Board, the Cook County Justice Advisory Council may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Cook County Justice Advisory Council. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

Any amendments to this Contract made without the express written approval of the Cook County Justice Advisory Council is void and unenforceable.

**d) Governing Law and Jurisdiction**

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

**e) Severability**

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

**f) Assigns**

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

**g) Cooperation**

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

Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Using Agency in connection with the termination or expiration.

**h) Waiver**

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

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

**i) Independent Consultant**

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

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

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

**j) Governmental Joint Purchasing Agreement**

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

In the event that other agencies participate in a joint procurement, the County reserves the right to renegotiate the price to accommodate the larger volume.

**k) Comparable Government Procurement**

As permitted by the County of Cook, other government entities, if authorized by law, may wish to purchase the goods, supplies, services or equipment under the same terms and conditions contained in this Contract (i.e., comparable government procurement). Each entity wishing to reference this Contract must have prior authorization from the County of Cook and the Consultant. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods, supplies, equipment or services supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for the goods, supplies, equipment or services supplies/services ordered by these entities. Each entity reserves the right to determine the amount of goods, supplies, equipment or services it wishes to purchase under this Contract.

**l) Force Majeure**

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

**m) Federal Clauses**

The following provisions apply to all Contracts which are funded in whole or in part with federal funds.

**i) Equal Opportunity**

a. During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in

conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or

purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

- ii) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)
  - a. When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act ((40 U.S.C. 3141-3148) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").
  - b. Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage

determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

iii) Copeland "Anti-Kickback" Act (40 U.S.C. 3145)

All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

iv) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by recipients in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

v) Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended

Contracts and subgrants of amounts in excess of \$15000,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- vi) Debarment and Suspension (E.O.s 12549 and 12689)

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

- vii) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

- viii) Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

## ARTICLE 11) NOTICES

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

If to the County:            Delrice Adams, Executive Director  
   Cook County Justice Advisory Council  
   69 W. Washington St., Suite 1110  
   Chicago, Illinois 60602

If to Consultant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

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

**ARTICLE 12) AUTHORITY**

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

SAMPLE



EXHIBIT 1

Scope of Services

SAMPLE

EXHIBIT 2

Schedule of Compensation

SAMPLE

EXHIBIT 3

Minority and Women Owned Business Enterprise Commitment

**I. POLICY AND GOALS**

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County Contracts and to eliminate arbitrary barriers for participation in such Contracts by local businesses certified as a Minority Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) as both prime and sub-contractors. 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 annual goals for MBE and WBE participation as outlined below:

Contract Type	Goals	
	MBE	WBE
Goods and Services	25%	10%
Construction	24%	10%
Professional Services	35% Overall	

- B. The County shall set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in this solicitation document.

**The MBE/WBE participation goals for this Agreement are zero percent (0%).**

EXHIBIT 4

Evidence of Insurance

SAMPLE

EXHIBIT 5

Board Authorization

SAMPLE

## APPENDIX VII

### Cook County Justice Advisory Council RFQ Response Requirement Checklist

Per Section 3 (Instructions to Respondents and Response Format) in the RFQ, please be sure that your response submission addresses all response requirements outlined in Section 3. Respondents must limit responses for each section to the specific page maximums below.

Respondent shall submit documents 1-10 to the Cook County Online Solicitation / Bid Submission site at <https://www.cookcountyil.gov/service/online-solicitation-bid-submission> no later than the time and date indicated in the RFQ.

Material shall be organized following the order of the submission requirements. Items shall either be combined into a one or two PDF documents, each not exceeding 75Mb, or, alternately, documents of differing formats may be combined into one or two ZIP files for submission.

#### **Items to Submit:**

- \_\_\_ Document 1:            Response Narrative, include the following organized with section headings
  - ✓ Cover Letter and Pricing Proposal (2 pages maximum, with signature by the organization's chief executive officer)
  - ✓ Executive Summary & Organization Chart (2 pages maximum)
  - ✓ Qualifications for Proposed Service Category (10 pages maximum)
  - ✓ Organizational Capacity and Organizational References (5 pages maximum)
  - ✓ Key Personnel (as many pages as needed)
  
- \_\_\_ Document 2:            Legal Actions Statement (2 pages maximum)
  
- \_\_\_ Document 3:            Conflict of Interests Statement (2 pages maximum)
  
- \_\_\_ Document 4:            Economic Disclosure Statement
  
- \_\_\_ Document 5:            Identification of Subcontractor/Supplier/Subconsultant Form
  
- \_\_\_ Document 6:            Agency Designated Contacts Form
  
- \_\_\_ Document 7:            Addenda Acknowledgement Form
  
- \_\_\_ Documents 8/9/10: Three Most Recent Annual Audited Financial Statements