



OFFICE OF THE PURCHASING AGENT

COUNTY OF COOK

118 NORTH CLARK ST. ROOM 1018
CHICAGO, ILLINOIS 60602-1375
(312) 603-5370

THIS PURCHASE ORDER NUMBER
MUST APPEAR ON ALL PACKAGES,
INVOICES, SHIPPING PAPERS AND
DROP SHIPMENTS.

PURCHASE ORDERED ISSUED TO
811512

Gateway Foundation Inc
55 E Jackson Blvd Ste 1500
Chicago IL 60604

DATE
5/20/2009
F.O.B. POINT

PURCHASE ORDER NO.
167326 - 000- OP
REQUISITION NO.
00084990 OC

COOK COUNTY FEIN: 36-6006541
ILLINOIS SALES TAX EXEMPT: E-9998-2013-04
FEDERAL EXCISE TAX EXEMPT CERT: 36-75-D038K

SHIP TO Sheriff - Sprvsn & Interven Admin Sheriff's Office - South Campus 3026 S. California Avenue Chicago IL 60608	DELIVERY INSTRUCTIONS attn: Karen Moran 773-869-3391	DEPT NO	Page 1 of 1
		2360990	

LINE	FURNISH THE FOLLOWING SUPPLIES AND/OR SERVICE	QUANTITY/ UOM	UNIT PRICE	EXTENDED PRICE	ACCOUNT NUMBER
1.00	Services, Substance Abuse Treatment Services and all its SUBSTANCE ABUSE SERVICES AS PER CONTRACT 09-41-118 AUTHORIZED BY COUNTY BOARD 04/01/2009 CONTRACT PERIOD 05/17/2009 THROUGH 05/16/2010 AMOUNT AUTHORIZED \$3,114,428.00 AMOUNT ENCUMBERED THIS PO \$1,500,000.00 BALANCE TO FOLLOW ON SEPARATE PO REQ92360001 REF RFP 08-50-2004P	.00 JB	500,000.000	1,500,000.00	2360990.521320
		*****	Total Order	*****	1,500,000.00

NOTE: VENDOR AGREES NOT TO EXCEED THE QUANTITY OR DOLLAR AMOUNT OF THIS ORDER WITHOUT WRITTEN AUTHORIZATION FROM THE PURCHASING AGENT

RECEIPT CERTIFICATION (FOR DEPARTMENT USE ONLY)

I hereby certify that I have received the goods/services reflected above and that the items referenced are in full conformity with the purchase order/contract.

Authorized Signature: _____

Date: _____

I hereby certify that this purchase is in agreement with the requisition on file authorizing the expenditure and is properly approved.

PURCHASING AGENT

Date: _____

[Handwritten Signature] 5-21-09

Purchase Requisition

Office of the Purchasing Agent
Cook County of Illinois

Purchase Order Number
167324

Requisition # **OC 84990** Contract #

Open Date

Buyer Number 299999 TEAM LEAD MAILBOX
Bid/Sole Src Code 2360990
Business Unit

Ship To: 8000957 Sheriff - Sprvsn & Interven Ad
3026 S. California Avenue
Chicago IL 60608

Supplier: 811512 Gateway Foundation Inc
55 E Jackson Blvd Ste 1500
Chicago IL 60604

Internal Req Number 92360001
Board App Date & Item Bd Approved 4/1/09 Item #63
Requisition Date 4/3/2009
Date Needed 4/15/2009

One Time Purchase Yes No Covers Need for months. Specific Period of time thru Prior Contract No. Expiration Date Emergency No.

Line # Commodity Description Bal on Hand Quantity UOM Est. Unit Cost Extended Cost Business Unit and Object Account

1,000 578 Services, Substance Abuse Treatment Services and all its
auxiliary services to the participants of the Department of Community
Supervision and Intervention's Pre-Release and Day Reporting Centers.
Authorized by the Board 4/1/09 Item # 63
Contract period: 5/17/09-5/16/2010
Total contract amount \$3,114,428.00
One year contract with the option for four (4) one (1) year renewals
This PO to encumber \$1,500,000.00
Request for Proposal(RFP) # 08-50-2004P

Total of Items Ordered 1,500,000.00

ON BUDGET HOLD
Name: 1,500,000.00
Date: 5/16/09
Removed By: [Signature]
Please return this document to the Office of the Purchasing Agent

RECEIVED
COMPTROLLER
09 MAY 21 AM 9:16

BM

RECEIVED
OFFICE OF THE
PURCHASING AGENT
09 APR -3 PM 4:22

CERTIFICATION

I hereby certify that the items and/or services above are necessary to this department (or institution) and that the dept. no., account & activity numbers indicated above accurately reflect the specific line item budget appropriation approved by the Board of County Commissioners and there is a sufficient unencumbered balance in the account to grant same.

CCA

APPROVED BUDGETARY ACCOUNT

PURCHASING USE ONLY

REQUISITIONER

Christina
BUREAU or DEPARTMENT HEAD

ACCT # _____
DATE _____ BY _____



PURCHASE REQUISITION

09-41-118 OFFICE OF THE PURCHASING AGENT

41

STOREROOM NO.

EMERGENCY NO.

BUYER NO.

BUSINESS UNIT

ACCOUNT

OPEN DATE

INTERNAL REQ #

SYSTEM REQ #

DATE

8000957

2360990

521320

92360001

03/13/09

DELIVER TO: Sheriff's Office- Department of Community Supervision and Intervention, 3026 S. California Ave Chicago, Illinois 60608

DEPARTMENT 8000957

Sheriff's Office- Department of Community Supervision and Intervention

ATTENTION:

Karen Moran

TELEPHONE NO. 773.869.3391

HOSPITAL ACCT. NO.

3026 S. California Ave. Chicago, Illinois 60608

Gateway Foundation
55 East Jackson Blvd.
Suite 1500
Chicago, Illinois 60604

(815) 220-9058
Gregg Dockins

SOLE SOURCE

ONE-TIME PURCHASE: YES NO

COVERS NEED FOR _____ MONTHS

BOARD OK DATE TO BID/ENTER INTO CONTRACT AND AGENDA ITEM NO. 4-1-09

DATE NEEDED: May 17, 2009

SPECIFIC PERIOD OF TIME:

thru

PRIOR CONTRACT NO:
EXPIRATION DATE:

COMMODITY CODE	FULL DESCRIPTION OF NEED	BALANCE ON HAND	UNIT OF MEAS.	QUANTITY	EST. UNIT COST	EST. EXTENDED COST
	Services, Substance Abuse Treatment Services and all of its auxiliary services to the participants of the Department of Community Supervision and Intervention's Pre-Release and Day Reporting Centers. Contract period: May 17, 2009- May 16, 2010. Request for Proposal (RFP) # 08-50-2004P					\$1,500,000.00

CERTIFICATE OF NECESSITY

CCA

HOSPITAL FINANCE DEPT.

APPROVED BUDGETARY ACCOUNT BY DEPT. OF BUDGET & MGT. SVS.

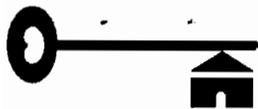
I HEREBY CERTIFY THAT THE ITEMS AND OR SERVICES LISTED ABOVE ARE NECESSARY IN THIS DEPARTMENT FOR THE OPERATION AND THAT THEY ARE NOT PROVIDED FOR UNDER AN APPROPRIATION WAS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS AND THAT THERE IS A SUFFICIENT UNENCUMBERED BALANCE TO OBLIGATE THE COUNTY.

[Signature]
BUREAU OR DEPARTMENT HEAD

ACCT# / DATE BY

RECEIVED
OFFICE OF THE
PURCHASING AGENT
09 MAR 27 PM 12:07

PURCHASING USE ONLY



Department of Community Supervision and Intervention

Executive Office

3026 South California Avenue • Chicago, Illinois 60608
(773) 869-7959 • Fax: (773) 869-3344

Thomas J. Dart
Sheriff

March 26, 2009

Ms. Carmen Triche-Colvin
Purchasing Agent
County of Cook
118 N. Clark Street, Room 1018
Chicago, Illinois 60602

DELIVERY BY HAND

Re: "RFP#08-50-2004P" Award Recommendation

Dear Ms. Triche-Colvin:

As required under the Cook County Procurement Code, this letter serves to notify you that the Sheriff's Proposal Review Committee has reviewed the proposal submitted for the Sheriff's Department of Community Supervision and Intervention's Substance Abuse Treatment and all of its auxiliary services for the participants of the Day Reporting and Pre-Release Centers Request for Proposals ("RFP"). The Sheriff's Office Proposal Review Committee recommends the proposal of the Gateway Foundation, Chicago, Illinois, for approval based upon adherence to technical specifications and cost.

Please call me for further information at 773.869.7959. Thank you for your assistance in this matter.

Sincerely,

David S. Devane
Executive Director

RECEIVED
OFFICE OF THE
PURCHASING AGENT
09 MAR 27 PM 12:07

AGENCY SIGN-OFF
Meeting of April 1, 2009

OFFICE OF THE SHERIFF
SHERIFF'S DEPARTMENT OF COMMUNITY SUPERVISION AND
INTERVENTION

PROPOSED CONTRACT

Transmitting a Communication, dated March 10, 2009 from

David S. Devane, Executive Director

requesting authorization for the Purchasing Agent to enter into a contract with Gateway Foundation, Chicago, Illinois, to provide substance abuse treatment and all of its auxiliary services to the participants of the Department of Community Supervision and Intervention's Pre-Release and the Day Reporting Centers. Gateway Foundation is recommended based upon the result of a Request for Proposal (RFP) process.

Reason: The Sheriff's Office in conjunction with the Purchasing Agent conducted an RFP process with the goal of awarding a contract to provide substance abuse treatment and all of its auxiliary services to the participants of the Department of Community Supervision and Intervention's Pre-Release and the Day Reporting Centers. There were six (6) respondents to this RFP. Gateway Foundation was chosen based upon their response to the specific criteria requested and scoring of the selection committee. This contract is for one (1) year with four (4) additional one (1) year renewal options.

Estimated Fiscal Impact: \$ 3,114,428.00. Contract period: May 17, 2009 through May 16, 2010. (236-298 Account). Requisition No. 92360001.

Approval of this item would commit Fiscal Year 2009 and future year funds.
FY 2009- \$1,690,000.00. FY 2010- \$1,424,428.00.

EXECUTION BY A CORPORATION

(Section 8)

The undersigned acknowledges receipt of a full set of Contract Documents for Contract Number 08-50-2004P and Addenda Number(s) 08-50-2004 PA1 (None unless indicated here). The undersigned makes the foregoing Bid Proposal subject to all of the terms and conditions of the Contract Documents. The undersigned warrants that all of the facts and information submitted by the undersigned in connection with this Bid Proposal are true and correct. Upon award and execution of the Contract, the undersigned agrees that execution of this Proposal shall stand as the undersigned's execution of the Contract.

BUSINESS NAME: Gateway Foundation, Inc.

BUSINESS ADDRESS: 55 E. Jackson Blvd. Suite 1500

BUSINESS TELEPHONE: (312)663-1130 FAX NUMBER: (312)663-0504

CONTACT PERSON: Michael J. Darcy, President & CEO

FEIN: 36-2670036 *IL CORPORATE FILE NUMBER: N-448-647-1

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

PERMANENT INDEX NUMBER(S): see attached

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

LIST ALL CORPORATE OFFICERS:

PRESIDENT: Michael J. Darcy VICE PRESIDENT: none

SECRETARY: Martha Yount TREASURER: George Vargas

***SIGNATURE OF PRESIDENT: X Michael J. Darcy

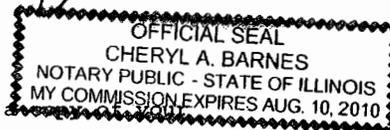
ATTEST: X Martha Yount (CORPORATE SECRETARY)

Subscribed and Sworn to before me this 16 day of December, 2008

My commission expires August 10, 2010

X Cheryl A. Barnes
Notary Public Signature

Notary Seal



- * If the corporation is not registered in the State of Illinois, a certificate of good standing from the State in which you are incorporated, is to be submitted with your Bid Proposal.
- ** Required per COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1.
- *** In the event that this Bid Proposal is executed by someone other than the President and Secretary, attach hereto a certified copy of the corporate by-laws or other authorization by the corporation which authorizes such persons to execute this Bid Proposal on behalf of the corporation.

OFFICE OF THE SHERIFF
DEPARTMENT OF COMMUNITY SUPERVISION AND INTERVENTION

PROPOSED CONTRACT

ITEM #63

Transmitting a Communication, dated March 10, 2009 from

THOMAS J. DART, Sheriff of Cook County

by

DAVID S. DEVANE, Executive Director, Department of Community Supervision and Intervention

requesting authorization for the Purchasing Agent to enter into a contract with Gateway Foundation, Chicago, Illinois, to provide substance abuse treatment and all of its auxiliary services to the participants of the Sheriff's Department of Community Supervision and Intervention's Pre-Release and the Day Reporting Centers.

Reason: Gateway Foundation is recommended based upon the result of a Request for Proposal (RFP) process. The Sheriff's Office in conjunction with the Purchasing Agent conducted an RFP process with the goal of awarding a contract. There were six (6) respondents to this RFP. Gateway Foundation was chosen based upon their response to the specific criteria requested and scoring of the selection committee. This contract is for one year with four additional one-year renewal options.

Estimated Fiscal Impact: \$3,114,428.00 (FY 2009: \$1,690,000.00; and FY 2010: \$1,424,428.00).
Contract period: May 17, 2009 through May 16, 2010. (236-298 Account). Requisition No. 92360001.

Approval of this item would commit Fiscal Years 2009 and 2010 funds.

Vendor has met the Minority and Women Business Enterprise Ordinance.

OFFICE OF THE SHERIFF
DEPARTMENT OF FISCAL ADMINISTRATION AND
SUPPORT SERVICES

PERMISSION TO ADVERTISE

ITEM #64

Transmitting a Communication, dated March 4, 2009 from

THOMAS J. DART, Sheriff of Cook County

by

ALEXIS A. HERRERA, Chief Financial Officer

requesting authorization for the Purchasing Agent to advertise for bids for the purchase of #2 grade diesel and mid-grade unleaded fuel.

Contract period: July 10, 2009 through July 9, 2011. (211-445 Account). Requisition No. 92110029.

Approval of this item would commit Fiscal Years 2009, 2010 and 2011 funds.

POST BOARD AGENDA

APPROVED
BY THE BOARD OF COOK COUNTY COMMISSIONERS
APR 01 2009

OFFICE OF THE SHERIFF
SHERIFF'S DEPARTMENT OF COMMUNITY SUPERVISION AND
INTERVENTION

PROPOSED CONTRACT

Transmitting a Communication, dated March 10, 2009 from

THOMAS J. DART, Sheriff of Cook County

by

DAVID S. DEVANE, Executive Director, Department of Community Supervision and Intervention

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Contract period: May 17, 2009 through May 16, 2010. (236-298 Account). Requisition No. 92360001.

Approval of this item would commit Fiscal Years 2009 and 2010 funds.

RECEIVED
OFFICE OF THE
PURCHASING AGENT
09 APR -3 PM 4: 22



92360001

Department of Community Supervision and Intervention

Executive Office

3026 South California Avenue • Chicago, Illinois 60608
(773) 869-7959 • Fax: (773) 869-3344

Thomas J. Dart
Sheriff

March 26, 2009

Ms. Carmen Triche-Colvin
Purchasing Agent
County of Cook
118 N. Clark Street, Room 1018
Chicago, Illinois 60602

DELIVERY BY HAND

Re: "RFP#08-50-2004P" Award Recommendation

Dear Ms. Triche-Colvin:

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Please call me for further information at 773.869.7959. Thank you for your assistance in this matter.

Sincerely,

David S. Devane
Executive Director

MAR 27 2009



TODD H. STROGER, PRESIDENT
BOARD OF COUNTY COMMISSIONERS

CARMEN K. TRICHE-COLVIN
PURCHASING AGENT

COUNTY OF COOK
OFFICE OF THE PURCHASING AGENT

118 NORTH CLARK STREET
CHICAGO, ILLINOIS 60602
(312) 603-5370

June 10, 2009

Gateway Foundation, Inc.
55 E. Jackson Blvd.
Suite 1500
Chicago, IL 60604
Attn: Michael Darcey

Ref: Contract No: 09-41-118

Enclosed please find your copy of the above referenced contract.

This contract has been approved by the Board of Commissioners and signed by the proper officials on behalf of Cook County.

Cordially,

A handwritten signature in cursive script that reads "Carmen K. Triche-Colvin".

Carmen K. Triche-Colvin
Purchasing Agent

CKTC/cm

Enclosure

Cc: Alexis Herrera



CONTRACT FOR SERVICE

DOCUMENT NO. 09-41-118



RECEIVED
OFFICE OF THE
PURCHASING AGENT
09 APR 23 AM 11:23

SUBSTANCE ABUSE TREATMENT SERVICES

FOR

THE COOK COUNTY SHERIFF

Department of Supervision & Intervention

WITH: GATEWAY FOUNDATION

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

MAY 19 2009

BOARD OF COMMISSIONERS
COUNTY OF COOK
TODD H. STROGER, PRESIDENT

COM _____

ISSUED BY THE OFFICE OF THE PURCHASING AGENT

040109

REQ# 92360001

0403

4-6-09

CONTRACT FOR SERVICE
PART I
AGREEMENT

This CONTRACT is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, hereinafter the "County" and GATEWAY FOUNDATION, hereinafter the "Contractor", pursuant to authorization by the Cook County Board of Commissioners on the 1st day of April, 2009, as evidenced by the Board authorization letter attached hereto as EXHIBIT "A."

WHEREAS, the County is responsible for procuring services for the COOK COUNTY SHERIFF hereinafter the "Using Department";

WHEREAS, the Using Department requires the following service; SUBSTANCE ABUSE TREATMENT SERVICE;

WHEREAS, the Contractor is able and willing to provide such services, hereafter referred to as the "Work Program" as required by the County, upon the terms and conditions hereinafter provided and in consideration for the fees set forth herein;

NOW THEREFORE, in consideration of the premises and the mutual undertakings herein set forth, the parties agree as follows:

I. WORK PROGRAM

The Contractor agrees to perform the following services:

AS SET FORTH IN EXHIBIT "B"

II. CONTRACT PERIOD

This contract shall be in effect for twelve (12) months after proper execution of the Contract by the County, with the option by the County for four one-year renewals.

III. PAYMENT

All charges shall not exceed the amount of \$3,114,428.00 and shall be paid in accordance with Exhibit A. Invoices in triplicate on County Invoice Form 29A shall be submitted by the Contractor to the Using Department when requesting payment. The County shall have the right to examine the books of the Contractor for the purpose of auditing the same with reference to all charges made to the County.

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

IV. GENERAL CONDITIONS

This Contract incorporates and is subject to the provisions attached hereto as Part II, General Conditions, Contract for Service and is incorporated herein by this reference. Contractor's attention is specially directed to GC-02, Subcontracting or Assignment of Contract Funds.

V. EXHIBITS

This Contract incorporates the following Contractor Documentation:

1. EXHIBIT "B"

Notwithstanding such incorporation, none of the terms set forth in any Exhibit which conflicts with the express terms of this Contract or its General Conditions shall be deemed or construed to supersede the terms of this Contract or its General Conditions.

GENERAL CONDITIONS
SUPPLY/SERVICE
SOLE SOURCE

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GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

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

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

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

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

GC-02 PERSONNEL

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

GC-03 INSURANCE

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

GC-04 INSPECTION AND RESPONSIBILITY

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

GC-05 INDEMNIFICATION

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

GC-06 PAYMENT

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

GC-07 PREPAID FEES

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

GC-08 TAXES

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

GC-09 PRICE REDUCTION

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

GC-10 CONTRACTOR CREDITS

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

GC-11 DISPUTES

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

GC-12 DEFAULT

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

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

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

GC-13 COUNTY'S REMEDIES

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

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

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

GC-14 CONTRACTOR'S REMEDIES

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

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

GC-15 DELAYS

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

GC-16 MODIFICATIONS AND AMENDMENTS

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

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

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

GC-17 PATENTS, COPYRIGHTS AND LICENSES

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

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

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

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

GC-18 COMPLIANCE WITH THE LAWS

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

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

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES

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

I. POLICY AND GOALS

A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County contracts and to eliminate arbitrary barriers for participation, as both prime and subcontractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women-owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes a "best efforts" goal of awarding not less than thirty-five (35%) of the annual total dollar amount of professional and consulting service contracts and sole source agreements to certified MBEs and WBEs.

B. A contractor may achieve the contract MBE/WBE participation goals by its status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs or WBEs; by entering into a Mentor-Protege Agreement with a MBE or WBE; by the indirect participation of MBEs or WBEs in other aspects of the contractor's business; or by a combination of the foregoing.

C. A contractor's failure to carry out its MBE/WBE commitments in the course of a contractor's performance shall constitute a material breach of the contract, and if such breach is not appropriately cured, may result in the termination of the contract or such other remedy authorized by the Ordinance as the County deems appropriate.

II. REQUIRED SUBMITTALS

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

A. Affirmative Action Plan

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

B. Contractor's MBE/WBE Efforts Documentation

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

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

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

III. NON-COMPLIANCE

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

IV. REPORTING/RECORD-KEEPING REQUIREMENTS

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

V. EQUAL EMPLOYMENT OPPORTUNITY

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

GC-20 MATERIAL DATA SAFETY SHEET

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

GC-21 CONDUCT OF THE CONTRACTOR

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. The Contractor shall take notice of and comply with the Cook County Lobbyist Registration Ordinance (No. 93-0-22, 6-22-93). Neither the Contractor nor any of its employees, agents or subcontractors shall use for business or personal gain, or make other improper use of, confidential information which is acquired in connection with the Contract. To the extent Contractor will have access to the County's protected health information in performing its responsibilities under this Contract, Contractor shall contact the Chief Privacy Officer for the Using Department(s) and shall execute the County's business associate agreement prior to performing any responsibilities which involve access to protected health information.

GC-22 ACCIDENT REPORTS

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

GC-23 USE OF COUNTY PREMISES AND RESOURCES

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

GC-24 GENERAL NOTICE

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

TO THE COUNTY:

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

TO THE CONTRACTOR:

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

GC-25 TERMINATION FOR CONVENIENCE AND SUSPENSION OF CONTRACT

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

GC-26 GUARANTEES AND WARRANTIES

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

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

GC-27 STANDARD OF DELIVERABLES

Except as may be expressly stated in the Special Conditions or Specifications of this Contract, only new, originally manufactured Deliverables will be accepted by the County. The County will not accept any Deliverables that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Deliverables not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the commencement of the Contract will be considered experimental.

GC-28 DELIVERY

All Contract Goods shipped to the County shall be shipped F.O.B., DESTINATION, FREIGHT PREPAID. Arrangements shall be made in advance by the Contractor in order that the County may arrange for receipt of the materials.

Truck deliveries will be accepted before 3:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or County Holidays. The County is not responsible for delivery delays due to waiting times for loading and unloading at dock locations.

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

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

GC-29 QUANTITIES

Any quantities of indicated in the Proposal Pages for the performance of the Contract are estimates for the purpose of determining an approximate total Contract amount and may not be the actual quantities required by the County during the term of the Contract. The County reserves the right to increase or decrease such quantities at the Contract price to correspond to the actual needs of the County. If the County increases the quantities required, any such increase shall be subject to an agreed written amendment in the Contract Amount. The County will be obligated to order and pay for only such quantities as are from time to time ordered, delivered, and accepted on purchase orders issued by the Purchasing Agent.

GC-30 CONTRACT INTERPRETATION

Whenever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others. The headings of articles, paragraphs and sections in this Contract are included for convenience only and shall not be considered by either party in construing the meaning of this Contract. If any provision or clause of this Contract shall be held to be invalid, such provision or clause shall be deleted from the Contract and the Contract shall be construed to give effect to the remaining portions thereof.

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

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

GC-31 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

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

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

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

GC-32 AUDIT; EXAMINATION OF RECORDS

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

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

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

GC-32 AUDIT; EXAMINATION OF RECORDS

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

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

GC-33 GOVERNING LAW

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

GC-34 WAIVER

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

GC-35 ENTIRE CONTRACT

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

GC-36 FORCE MAJEURE OR UNAVOIDABLE DELAYS

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

GC-37 INDEPENDENT CONTRACTOR STATUS; NO THIRD PARTY BENEFICIARIES

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

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

END OF SECTION

SPECIFICATIONS AND AGREEMENT

The undersigned declares that he has carefully examined the Agreement Form, General and Special Conditions and Specifications identified as Contract Document Number 09-41-118 for SUBSTANCE ABUSE TREATMENT SERVICES, for the COOK COUNTY SHERIFF, as prepared by Cook County, and that he has familiarized himself with all of the conditions under which it must be carried out and understands that by this agreement he waives all right to plead any misunderstanding regarding the same.

<u>ITEM NO.</u>	<u>UNIT OF MEASURE</u>	<u>QTY.</u>	<u>DESCRIPTION</u>
1.	JOB	1	SUBSTANCE ABUSE TREATMENT SERVICES , FOR THE SHERIFF'S DEPARTMENT OF COMMUNITY SUPERVISION AND INTERVENTION PRE-RELEASE AND DAY REPORTING CENTERS AS PER EXHIBIT "B" HEREIN.
			<u>\$3,114,428.00/JOB</u>
			<u>\$3,114,428.00/TOTAL</u>

GRAND TOTAL
NOT TO EXCEED: \$3,114,428.00

NOTE: DO NOT SERVICE UNTIL NOTIFIED BY DEPARTMENT.

CONTRACT PERIOD: MAY 17, 2009 THROUGH MAY 16, 2010

WITH THE OPTION FOR FOUR (4) ONE-YEAR (1) RENEWALS BY THE COUNTY

CONTRACT 09-41-118

EXHIBIT "A"

From: Gregg Dockins <gdockins@gatewayfoundation.org>
To: "'kamoran@cookcountygov.com'" <kamoran@cookcountygov.com>
CC: 'Alexis Herrera' <alherre@cookcountygov.com>, 'Robert Mindell'
<rmindel@luc.edu>
Date: Friday - March 13, 2009 11:51 AM
Subject: RFP #08-50-2004PA1, Gateway Option #2--Support Documentation

Ms. Moran,

I am writing to you in response to our conversation yesterday afternoon. As we discussed, you are requesting the support documentation for Gateway's Revised Pricing Option #2 for RFP #08-50-2004PA1, in the amount of \$3,114,428.

I have attached the following support documents:

- 1) Revised Exhibit E-1, which contains the line item breakdown of expenses; and,
- 2) Revised Organizational chart, which contains the amended staffing pattern that matches the option selected.

Please let me know if you require anything further at this time. I will be happy to provide whatever is necessary to complete the process.

Sincerely,

Gregg Dockins
Director of Corrections Initiatives
Gateway Foundation, Inc.
55 E. Jackson Blvd.
Suite 1500
Chicago, IL 60604
(815) 220-9058 - Office
(815) 579-2701 - Mobile
(312) 663-0504 - Fax
gdockins@gatewayfoundation.org <mailto:gdockins@gatewayfoundation.org>
www.gatewaycorrections.org <http://www.gatewaycorrections.org>

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POST BOARD AGENDA

APPROVED BY THE BOARD OF COOK COUNTY COMMISSIONERS APR 01 2009
--

OFFICE OF THE SHERIFF
SHERIFF'S DEPARTMENT OF COMMUNITY SUPERVISION AND
INTERVENTION

PROPOSED CONTRACT

Transmitting a Communication, dated March 10, 2009 from

THOMAS J. DART, Sheriff of Cook County

by

DAVID S. DEVANE, Executive Director, Department of Community Supervision and Intervention

requesting authorization for the Purchasing Agent to enter into a contract with Gateway Foundation, Chicago, Illinois, to provide substance abuse treatment and all of its auxiliary services to the participants of the Sheriff's Department of Community Supervision and Intervention's Pre-Release and the Day Reporting Centers.

Reason: Gateway Foundation is recommended based upon the result of a Request for Proposal (RFP) process. The Sheriff's Office in conjunction with the Purchasing Agent conducted an RFP process with the goal of awarding a contract. There were six (6) respondents to this RFP. Gateway Foundation was chosen based upon their response to the specific criteria requested and scoring of the selection committee. This contract is for one year with four additional one-year renewal options.

Estimated Fiscal Impact: \$3,114,428.00 (FY 2009: \$1,690,000.00; and FY 2010: \$1,424,428.00).
Contract period: May 17, 2009 through May 16, 2010. (236-298 Account). Requisition No. 92360001.

Approval of this item would commit Fiscal Years 2009 and 2010 funds.

RECEIVED
OFFICE OF THE
PURCHASING AGENT
09 APR -3 PM 4: 22

EXHIBIT "B"

Gateway Foundation--Request For Proposal No. 08-50-2004PA1

Exhibit E-1--Pricing Option #2

Project Expenses	Unit Cost	# of Units/% of Time	Total Costs
Personnel Service			
		all at 100% of Time except Psychologist	
a	Program Admin/Clin Director	\$ 84,722	1.00 \$ 84,722
b	Senior Staff Psychologist	\$ 84,722	0.25 \$ 21,181
c	Treatment Services Manager	\$ 76,000	2.00 \$ 152,000
d	Office Manager	\$ 45,000	1.00 \$ 45,000
e	Clinical Supervisor	\$ 50,000	7.00 \$ 350,000
f	Intake Counselor II--MISA Cert.	\$ 36,400	2.00 \$ 72,800
g	Counselor II--MISA Cert.	\$ 36,400	11.00 \$ 400,400
h	Counselor II--Non-MISA	\$ 33,509	8.00 \$ 268,072
i	Counselor I--Non-Certified	\$ 30,524	7.00 \$ 213,668
j	Case Manager	\$ 33,509	7.00 \$ 234,563
k	Re-Entry/Transition Specialist	\$ 33,509	2.00 \$ 67,018
l	Chemical Technician	\$ 23,806	1.00 \$ 23,806
m	Administrative Assistant II	\$ 33,998	2.00 \$ 67,996
n	Education Mentor/Teacher	\$ 32,243	1.00 \$ 32,243
o	Psychology Interns	\$ 12,000	6.00 \$ 72,000
p	FICA EXPENSE	7.56%	\$ 159,173
q	GROUP MEDICAL EXPENSE	11.00%	\$ 231,602
r	WORKER'S COMPENSATION	2.50%	\$ 52,637
s	DISABILITY INSURANCE	0.30%	\$ 6,316
t	LIFE INSURANCE	0.40%	\$ 8,422
u	UNEMPLOYMENT COMPENSATION	0.50%	\$ 10,527
v	EMPLOYEE ASSISTANCE PROGRAM	0.10%	\$ 2,105
Equipment			
a	Desktop PCs	\$ 1,055	42 \$ 44,310
b	PC Office Software	\$ 113	42 \$ 4,746
c	MS PC client Licenses	\$ 50	42 \$ 2,100
d	Printers	\$ 199	30 \$ 5,970
e	Kronos time clock	\$ 2,450	1 \$ 2,450
f	Fingerprint reader	\$ 200	42 \$ 8,400
g	Scantron document reader	\$ 4,178	1 \$ 4,178
h	Computer Server	\$ 7,980	1 \$ 7,980
Equipment total subject to depreciation			\$ (80,134)
Above equipment depreciated over 3,4, and 5 years, based on type.			\$ 17,014
Commodities			
a	Client Education Materials		\$ 54,825
b	Staff coffee, food		\$ 3,000
c	Copier paper		\$ 4,500
d	Computer supplies		\$ 4,000
e	Gen'l office supplies		\$ 8,000
f	Postage and shipping		\$ 2,000
g	Printed forms, letterhead, business cards		\$ 12,230
Travel			
a	Travel for staff personnel, including start-up personnel		\$ 16,500
b	Travel for participants		\$ -
Contractual			
a	Copier lease		\$ 10,120
b	Copier maintenance agreement		\$ 8,000

RECEIVED
OFFICE OF THE
PURCHASING AGENT
09 APR - 3 PM 4:22

Gateway Foundation--Request For Proposal No. 08-50-2004PA1

Exhibit E-1--Pricing Option #2

Project Expenses	Unit Cost	# of Units/% of Time	Total Costs
Consultants			
a Program Evaluator			\$ 14,400
b Staff trainer			\$ 6,000
c Employee Benefits Consultant			\$ 1,700
Other Costs			
a Staff training conferences and materials			\$ 22,500
b Liability and Contents Insurance			\$ 800
c Staff Recruitment			\$ 8,500
d Cell phone and additional land line			\$ 600
e Client graduation expenses			\$ 2,000
f Employee recognition and service awards			\$ 4,500
g Program licensure fees and membership dues/subscriptions			\$ 1,800
h Toxicology lab expenses			\$ 1,500
i Indirect overhead at 12% of direct expenses			\$ 333,688
		GRAND TOTAL	\$ 3,114,428
		Billable bed days/slots	192,000
		Price per bed/slot day:	\$ 16.22

From: Gregg Dockins <gdockins@gatewayfoundation.org>
To: "'kamoran@cookcountygov.com'" <kamoran@cookcountygov.com>
CC: 'Alexis Herrera' <alherre@cookcountygov.com>, 'Robert Mindell'
<rmindel@luc.edu>
Date: Friday - March 13, 2009 11:51 AM
Subject: Recall: RFP #08-50-2004PA1, Gateway Option #2--Support Documentation

Gregg Dockins would like to recall the message, "RFP #08-50-2004PA1, Gateway Option #2--Support Documentation".

This message and any attachments are solely for the intended recipient and may contain confidential or privileged information. If you are not the intended recipient, any disclosure, copying, use, or distribution of the information included in this message and any attachments is **STRICTLY PROHIBITED**. If you have received this message in error, please notify the sender by reply e-mail and immediately and permanently delete this message and any attachments from your computer system.

From: Gregg Dockins
<gdockins@gatewayfoundation.org>
To: "'kamoran@cookcountygov.com'" <kamoran@cookcountygov.com>
Cc: 'Alexis Herrera' <alherre@cookcountygov.com>, 'Robert
Mindell' <rmindel@luc.edu>
Received: Fri, 13 Mar 2009 11:51:00 -0500
Subject: RFP #08-50-2004PA1, Gateway Option #2--Support Documentation

Attachment Gateway--CCJ DRC PRC Exhibit E-1
(revised Option #2).pdf Gateway--CCJ DRC
PRC Org Chart (revised Option #2).pdf

Ms. Moran,

I am writing to you in response to our conversation yesterday afternoon. As we discussed, you are requesting the support documentation for Gateway's Revised Pricing Option #2 for RFP #08-50-2004PA1, in the amount of \$3,114,428.

I have attached the following support documents:

- 1) Revised Exhibit E-1, which contains the line item breakdown of expenses; and,
- 2) Revised Organizational chart, which contains the amended staffing pattern that matches the option selected.

Please let me know if you require anything further at this time. I will be happy to provide whatever is necessary to complete the process.

Sincerely,

Gregg Dockins

Director of Corrections Initiatives

From: Gregg Dockins <gdockins@gatewayfoundation.org>
To: "'kamoran@cookcountygov.com'" <kamoran@cookcountygov.com>
CC: 'Alexis Herrera' <alherre@cookcountygov.com>, 'Robert Mindell' <rmindel@luc.edu>
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Subject: RFP #08-50-2004PA1, Gateway Option #2--Support Documentation

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I have attached the following support documents:

- 1) Revised Exhibit E-1, which contains the line item breakdown of expenses; and,
- 2) Revised Organizational chart, which contains the amended staffing pattern that matches the option selected.

Please let me know if you require anything further at this time. I will be happy to provide whatever is necessary to complete the process.

Sincerely,

Gregg Dockins
Director of Corrections Initiatives
Gateway Foundation, Inc.
55 E. Jackson Blvd.
Suite 1500
Chicago, IL 60604
(815) 220-9058 - Office
(815) 579-2701 - Mobile
(312) 663-0504 - Fax
gdockins@gatewayfoundation.org <mailto:gdockins@gatewayfoundation.org>
www.gatewaycorrections.org <http://www.gatewaycorrections.org>

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3	PETITION FOR REDUCTION/WAIVER OF MBE/WBE PARTICIPATION GOALS	EDS-5/6
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MBE/WBE UTILIZATION PLAN
Section 1

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

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

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

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

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

II. Direct Participation of MBE/WBE Firms

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

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

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

Attach additional sheets as needed.

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

III. Indirect Participation of MBE/WBE Firms

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

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

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

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

Attach additional sheets as needed.

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

COOK COUNTY LETTER OF INTENT
(Section 2)

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

Contract Title & Number: _____ / _____

From: _____
(MBE/WBE Firm)

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

The undersigned is prepared to provide the following services, supplies and project in connection with the above named contract:

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

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

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

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

(Signature of affiant) _____ / _____ / _____
(Date)

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

(Notary's Signature) _____ (Notary Seal)

COOK COUNTY LETTER OF INTENT

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

(Signature of affiant)

_____/_____/_____
(Date)

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

(Notary's Signature)

(Notary Seal)

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

A. BIDDER/PROPOSER HEREBY REQUESTS:

- FULL MBE WAIVER
- FULL WBE WAIVER
- REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)
- _____ % of Reduction for MBE Participation
- _____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

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

- (1) lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract (please explain)
- (2) the specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation (please explain)
- (3) price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid (please explain).
- (4) there are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms (please explain)

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

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

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

D. OTHER RELEVANT INFORMATION

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

SUBJECT: MINORITY VENDOR UTILIZATION

Purpose

To document the policy and procedure for using minority vendors.

Scope

All Gateway Programs and Departments.

Procedure

1. Gateway's goal is to achieve a minority vendor participation rate of **40%**.
2. Many Gateway Foundation funding sources have a clause in their contract which requires Gateway to use the services of **minority vendors**, also known as **minority business enterprises, women business enterprises, disabled veteran business enterprises, or historically underutilized business (HUB) vendors**.
3. Gateway Foundation will comply with its funding source requirements and will encourage minority vendors to apply for minority vendor status with the Gateway funding source and/or other appropriate licensing authority.
4. Minority vendors will have the same opportunity to bid on business as any other vendor. Gateway Foundation will make every reasonable effort to use the services of minority vendors. Toward that end:
 - 4.1 The Director of Program Operations and Development (Program Services), or his or her designee, will:
 - 4.1.1 Review each funding source contract.
 - 4.1.2 Notify the Purchasing Department of:
 - 4.1.2.1 Proposal submission requirements
 - 4.1.2.2 Minority vendor utilization requirements
 - 4.1.2.3 Reporting requirements.

Note: Each funding source has different utilization and reporting requirements and supplies its own reporting forms and instructions.

- 4.2 The Purchasing Department will:
- 4.2.1 Seek out vendors who meet the funding source requirements for minority vendor utilization. Such efforts may include obtaining and/or submitting:
 - 4.2.1.1 Letters of Intent.
 - 4.2.1.2 Letters of Certification.
 - 4.2.1.3 Joint Venture Affidavits
 - 4.2.2 And/or provide information establishing that good faith efforts were made to comply with the minority vendor utilization and reporting requirements. Efforts to demonstrate a good faith effort may include:
 - 4.2.2.1 Seeking out and maintaining current directories, identifying contracts for which they can be or have been used.
 - 4.2.2.2 Making and documenting contacts with the funding source and appropriate licensing authority to identify minority vendors and selecting vendors from the directory of minority vendors provided by the funding source at least annually.
 - 4.2.2.3 Making and documenting contacts with other State and Federal agencies and with local minority vendor organizations to identify vendors appropriate for the identified work prior to bid opening at least annually.
 - 4.2.2.4 Advertising in both general trade/professional publications and minority business enterprise focus papers, unless time limits imposed by the funding source do not permit.
 - 4.2.2.5 Soliciting potential minority vendors appropriate for the work sought by Gateway via direct mail, telephone, and personal contact or through referral centers on a timely basis.
 - 4.2.2.6 Considering all bids.

- 4.2.2.7 Documenting all good faith efforts to comply with funding source requirements, including completing required funding source forms.
- 4.2.3 Send a letter [Exhibit 1] to each vendor identified for a specific project to:
 - 4.2.3.1 Identify how and why we are contacting the vendor
 - 4.2.3.2 Explore the possibility of using the vendor based on the vendor's ability to deliver the product or services required
 - 4.2.3.3 Obtain the vendor's certification number or a copy of its minority vendor qualifying letter.
- 4.2.4 Award contracts to the lowest responsible bidder whose proposal complies with all the requirements prescribed and, whenever possible, who has met the goals for minority vendor participation or has demonstrated a good faith effort to do so.

June 19, 1996

Ms. Judy Babcock
Babcock's Office World, Inc.
P.O. Box 920811
Houston, TX 77292-0811

Dear Ms. Babcock,

I am writing to you to pursue the possibility of your company becoming the vendor for office supplies for Gateway Foundation.

Gateway Foundation provides chemical dependence treatment services in some of the correctional centers in Texas. We are funded by TCADA, Texas Commission of Alcohol and Drug Abuse, and by TDCJ, Texas Department of Criminal Justice. A requirement of our contracts is to utilize HUB vendors as much as possible. I found your company on the HUB vendor list supplied by TCADA.

We have 2 offices in Houston, 1 in Sugarland, 1 in Burnet, 1 in Hunstville, and 1 in Breckenridge. We also have 1 office in Tucson, AZ. We use the standard variety of office supplies – pens, pencils, copier and computer paper, computer supplies, filing supplies, etc.

I would like to know your current vendor status as a HUB vendor and also your ability to ship to these locations.

Please call me directly at (312) 913-2330. If you would like to fax any information, our fax number is (312) 663-0116.

Thanks for your help.

Sincerely,

Lynn Noyes Yamout
Director of Purchasing

CONTRACTOR CERTIFICATIONS

(SECTION 4)

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

PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION. No person or business entity shall be awarded a contract or sub-contract, for a period of two (2) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal if that person or business entity,

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

EDS-7

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

THE UNDERSIGNED HEREBY CERTIFIES THAT:

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

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

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

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

B. BID-RIGGING OR BID ROTATING.

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

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

B.2 BUSINESS RELATIONSHIPS WITH COOK COUNTY ELECTED OFFICIALS

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

Yes No

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

Name: _____ Relationship: _____

Name: _____ Relationship: _____

Name: _____ Relationship: _____

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

C. DRUG FREE WORKPLACE ACT

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

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

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

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

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

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

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

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

The Contracting Party understands and agrees that:

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

The Contracting Party represents and warrants that:

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

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

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

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

- 1.) Is bidder/proposer a "Local Business" as defined above?
Yes: _____ No: _____
- 2.) How many persons are currently employed on a full-time basis by bidder/proposer? 953
- 3.) Did the bidder/proposer have a bona fide establishment at transacting business within Cook County on the date this bid was advertised?

Yes: _____ No: _____

If yes, list such bidder/proposer business addresses:

See Attached

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

If yes, list such bidder/proposer business addresses:

See Attached

(Attach Additional Sheets if Necessary)

- 5.) How many of bidder/proposer's current full-time employees work at locations within the County of Cook? 191

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

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

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

GATEWAY FOUNDATION
COOK COUNTY PROGRAMS

Headquarters/Administrative Offices
55 E. Jackson Blvd.
Suite 1500
Chicago, IL 60604
Tel: (312) 663-1130
Fax: (312)663-0504

Independence House
820 S. Independence Blvd.
Chicago, IL 60624
Tel: (773) 826-0990

Westside Adult Residential
3828 W. Taylor St.
Chicago, IL 60624
Tel: (773) 826-1916
Fax: (773) 826-2707

Kedzie Center & Halfway House
1706 N. Kedzie Ave.
Chicago, IL 60647
Tel: (773) 227-2158
Fax: (773) 227-0558

Chicago Outpatient Northwest
4301 W. Grand Ave.
Chicago, IL 60651
Tel: (773) 862-2279
Fax: (773) 862-0591

ILLINOIS PROGRAMS

GW Administrative Office - Headquarters

55 E. Jackson Blvd., Suite 1500
Chicago, IL 60604
Tel: (312) 663-1130
Fax: (312) 663-0504

Michael Darcy, President/CEO, Speed Dial 2316
Nick Gantes, VP Community Based Programs, Speed Dial 2324
Daniel Molitor, VP, IS, Speed Dial 2369
John Pugliese, VP, Development & Marketing, Speed Dial 2351
George Vargas, VP, Finance, Speed Dial 2379
Martha Yount, VP, Human Resources, Speed Dial 2348

Belleville, OP

7 N. High Street
Belleville, IL 62220
Tel: (618) 234-9002
Fax: (618) 234-0127

Don Bushnell, Community Director, Speed Dial 3001
Kelly Bushnell, Office Manager

Carbondale Youth Care

1080 E. Park Street
Carbondale, IL 62901-2728
Tel: (618) 529-1151
Fax: (618) 549-9540

Steve Wierman, Community Director, Speed Dial 2901
Sharon Theobald, Office Manager

Caseyville, RSD/OP

600 W. Lincoln
Caseyville, IL 62232-0630
Tel: (618) 345-3970
Fax: (618) 345-4398

Don Bushnell, Community Director, Speed Dial 3441
Michael Feaman, Program Manager, Speed Dial 3412
MaryBeth Reiniger, Office Manager

Chicago Outpatient Northwest

4301 W. Grand St.
Chicago, IL 60651
Tel: (773) 862-2279
Fax: (773) 862-0591

Mary Henton, Program Manager, Speed Dial 3696
Ebony Bryant, Office Manager

Gateway Foundation, Inc. Aurora

400 Mercy Lane
Aurora, IL 60506
Tel: (630) 966-7400
Fax: (630) 897-7539

Tracy Griffin Collander, Community Director
Donna Butler, Office Manager

Independence House

820 S. Independence Ave
Chgo, IL 60624-4112
Tel: (773) 826-0990
Fax: (773) 826-3385

Kedzie Center & Halfway House

1706 N. Kedzie
Chicago, IL 60647
Tel: (773) 227-2158 (AD# 1122)
Fax: (773) 227-0558

Peter Shiminetto, Recovery Home Manager

Lake Villa Adult/YC, RSD

25480 W. Cedarcrest Lane
Lake Villa, IL 60046
Tel: (847) 356-8205

Fax: (847) 356-3033 (Adult)
Fax: (847) 356-0414 (Youth Care)
Billie Alexander Avery, Community Director
Bennie Haywood, Director of Youth Care
Timothy McElroy, Program Manager, Adult
Linda Boerman, Office Manager

Springfield RSD, YC & OP

2200 Lake Victoria Drive
Springfield, IL 62703
Tel: (217) 529-9266
Fax: (217) 529-9151

Keith Kuhn, Community Director
Jerry McKenna, Area Business Director, Ext. 2601
Debra Buhr, Program Manager of Adults
Kerry Van Handel, Program Manager of Youth Care
Amie Woods, Office Manager

Westside Adult RSD

3828 W. Taylor Street
Chicago, IL 60624
Tel: (773) 826-1916

Fax: (773) 826-2707 (Adult)
Fax: (773) 826-6308 (Youth Care)
Fax: (773) 826-7237 (Intake)

Sally Thoren, Community Director, Ext. 2893
Susan Flynn, Program Manager Women/ L-Star Speed Dial 1
Jackie Jackson-Pearson Program Manager of Adult, Speed 1
Hector Felicano Program Manager of Youth Care, Ext. 2851
Donna Johnson, Office Manager

Delaware

Governor Bacon Health Facility

171 New Castle Ave. (Corner of Susses & New Castle)
P.O. Box 547
Delaware City, Delaware 19706.

Tel: (302) 836-2000
Fax: (302) 836-2975

Michael Kriner, Program Manager
Terri Stefanoski, Business Manager

Missouri Locations

Kansas City Free and Clean
1734 East 63rd, Street Suite 301
Kansas City, MO 64110
Tel: (816) 333-9999 (AD# 1128)
Fax: (816) 333-1943
Jerry Peters, Director

St. Louis Outpatient (Free & Clean)
1430 Olive Street, Suite 300
St. Louis, MO 63103
Tel: (314) 421-6188
Fax: (314) 421-4004 or 5994
Rebecca Douglas, Regional Director
Stephen Doherty, Director, Ext. 3103

Maryville Treatment Center
30227 U.S. Highway 136
Maryville, MO 64468
Tel: (660) 582-6542
Fax: (660) 582-4965
Dan Dunham, Program Manager, Ext. 368

Vandalia
c/o WERDCC
1101 E. HWY 54
Vandalia, MO 63382
Tel: (573) 594-6686 (AD# 1130)
Fax: (573) 594-2206
Connie Mangrum, Director, Ext. 2103

NEW JERSEY LOCATIONS

Edna Mahan Correctional Facility For Women
P.O. Box 4004
Clinton, NJ 08809
Tel: (908) 735-2070 (AD# 1101)
Fax: (908) 735-2301
Robin Pugh, Director
Fed Ex: Conover Cottage New Beginnings, Pittstown Road

New Lisbon- Gateway SRP-Bootcamp
P.O. Box 360, Route 72
New Lisbon, NJ 08064
Tel: (609) 894-4172 (AD # 1109)
Fax: (609) 894-4175
Wayne Magee, Director
104 Barnegat Road
Woodland Township, NJ 08019

Garden State Youth Correctional Facility
Highbridge Road
P.O. Box 11401
Yardville, NJ 08620
Tel: (609) 324-7759 (AD# 1102)
Fax: (609) 324-0714
Evelyn Holmes, Director
Fed Ex: Therapeutic Community - NRU
Highbridge Road
Bryan Bradford, State Director of New Jersey
Tel: (609) 324-0671 (AD# 1133)
Fax: (609) 324-0791

Mountainview Youth Correctional Facility
P.O. Box 944
31 Petticoat Lane
Annadale, NJ 08801
Tel: (908) 638-4614 (AD# 1103)
Fax: (908) 638-8409
Michael Johnston, Center Director
Fed Ex: Nu-View Program
31 Petticoat Lane

Northern State Correctional Facility
168 Frontage Road
Newark, NJ 07114-2300
Tel: (973) 589-1147 (AD# 1104)
Fax: (973) 589-5811
Emmanuel Awa, Center Director
Fed Ex: Fresh Start Program
Minimum Security Unit 2
168 Frontage Road

Riverfront State Prison
Delaware & Elm Street
Camden, NJ 08101
Tel: (856) 968-0578 (AD# 1105)
Fax: (856) 635-0289
Arlene Schofield, Director

South Woods Correctional Facility
215 Burlington Road South
Bridgeton, NJ 08302-6000
Tel: (856) 459-8445 (AD# 1107)
Fax: (856) 459-8446
John Nugent, Director

Southern State Correctional Facility
P.O. Box 150
Delmont, NJ 08314
Tel: (856) 785-2247 (AD# 1106)
Fax: (856) 785-1993
Douglas Healey, Director
Fed Ex: 4295 S. Delsea Drive, Route 47
Delmont, NJ 08314

TEXAS LOCATIONS

Gateway- Texas Management Office

5821 Southwest Freeway, Suite 608
Houston, TX 77057
Tel: (713) 592-8211 (AD# 1131)
Fax: (713) 592-6333

Mike Giniger, V.P. of Corrections Services
David Hall, Area Director

South Texas Intermediate Sanction Facility

1511 Preston Avenue
Houston, TX 77002
Tel: (713) 223-0601
Fax: (713) 223-2511

Stephanie Lewis, Center Director
Crystal Williams, Office Manager

Burnet SAFP Center

800 Ellen Halbert Drive
Burnet, TX 78611
Tel: (512) 756-2320 (AD#1132)
Fax: (512) 756-7480

Denral Morrison, Director, Ext. 12
Mary Everett, Asst. Director
Toni Daugherty, Office Manager

Estelle Unit SAFP

262 FM 3478
Huntsville, TX 77340
Tel: (936) 295-6646 (AD# 1134)
Fax: (936) 295-3348

Jennifer Love, Director, Ext. 11
Margaret Hademenos, Office Manager

Glossbrenner Unit

5100 S. FM 1329
San Diego, TX 78384
Tel: (361) 279-8173
Fax: (361) 279-8361

Mark Davis, Center Director
Maria Trevino, Office Manager

Hackberry Unit

1401 State School Road
Gatesville, TX 76528
Tel: (254) 865-8003 (AD# 1135)
Fax: (254) 865-7604

Margie Palmer, Director, Ext. 14
Wanda DeLong, Office manager

Gateway Foundation Dallas

723 South Peak St.
Dallas, TX 75223
Tel: (214) 827-2870
Fax: (214) 827-5385

Larry Harvey, Director, Ext. 3722
(Vacant), Asst. Director, Ext.
Latonja Hamilton, Office Manager, Ext. 3720

Jester 1

1 Jester Road
Richmond, TX 77469-8591
Tel: (281) 277-2277 (AD# 1139)
Fax: (281) 277-2255

Frank Davis, Director
Larry Douglas, Asst. Director
Penny Wong, Office Manager

Kyle Unit

23001 S. IH 35
P.O. Box 1300
Kyle, TX 78640
Tel: (512) 268-4764

Fax: (512) 268-8419
Pedro Garza, Director
Corey Weber, Asst. Director
Rachel Cervantez, Office Manager

Walker Sayle Unit

4176 FM 1800
Breckenridge, TX 76424
Tel: (254) 559-1391 (AD# 1141)
Fax: (254) 559-1458

Kemberlee Henderson, Director
Kathey Birdett, Office Manager

Joe Ney Unit IPTC

114 Private road 1303
Hondo, TX 78861
Tel: (830) 426-3099
Fax: (830) 426-4114

Ronald Raeszler, Director, Ext. 12
Betty Barton, Office Manager, Ext. 11

T.R. Havins Unit IPTC

500 FM 45 East
Brownwood, TX 76804-4401
Tel: (325) 646-7999
Fax: (325) 646-7988

Anise Schmidt, Director, Ext. 11
Frank Craige, Asst. Director Ext. 12
Kathey Birdett, Office Manager, Ext. 10

Office Location: Chicago Central
Tel: (312) 663-1130 ext. 2324
Fax: (312) 663-0504
Nick Gantes, VP of Community Based Programs

Office Location: Caseyville, RSD/OP
Tel: (618) 345-3970
Fax: (618) 345-4398
Don Bushnell, Community Director

Office Location: Carbondale Youthcare
Tel: (618) 529-1151
Fax: (618) 549-9540
Steve Wierman, Community Director

Office Location: Lake Villa
Tel: (847) 356-8205
Fax: (847) 356-3033
Billie Alexander Avery, Community Director

Office Location: West Side Adult
Tel: (773) 826-1916
Fax: (773) 826-2707 (Adult)
Sally Thoren, Community Director

Office Location: Missouri Management Office
Tel: (314) 421-6188
Fax: (314) 421-4004
Rebecca Douglas, Regional Director

Office Location: Texas Management
Tel: (713) 592-8211 (AD# 1131)
Fax: (713) 592-6333
Mike Giniger, V.P. of Texas, Ext. 14

Office Location: Garden State Youth Correctional Facility
Tel: (609) 324-0671 (AD# 1133)
Fax: (609) 324-0791
Bryan Bradford, State Director of New Jersey

Office Location: Springfield
Tel: (217) 529-9266
Fax: (217) 529-9151
Keith Kuhn, Community Director

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

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

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

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

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

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

"County Privilege" means any business license, including but not limited to liquor dealers' licenses, packaged goods licenses, tavern licenses, restaurant licenses, and gun licenses; real property license or lease; permit, including but not limited to building permits, zoning permits or approvals; environmental certificate; County HOME Loan, and contracts exceeding the value of \$25,000.00.

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

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

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

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

SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Name: _____

Business: _____

Relationship to Contractor: _____

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

Fees: _____

CERTIFICATION

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

Gateway Foundation, Inc.

Print or type name of Contracting Party

By: Michael Darcy

Michael Darcy

Print or type name of person signing

President & CEO

Print or type title of person signing

April 22, 2009

Date

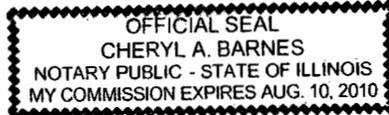
Signed and sworn to before me this 22nd day of April, 2009

Cheryl A. Barnes

Notary Public Signature

Notary Seal

Commission Expires: August 10, 2010



EXECUTION BY A CORPORATION

(Section 8)

The undersigned acknowledges receipt of a full set of Contract Documents for Contract Number 09-41-118 and Addenda Number(s) _____ (None unless indicated here). The undersigned makes the foregoing Bid Proposal subject to all of the terms and conditions of the Contract Documents. The undersigned warrants that all of the facts and information submitted by the undersigned in connection with this Bid Proposal are true and correct. Upon award and execution of the Contract, the undersigned agrees that execution of this Proposal shall stand as the undersigned's execution of the Contract.

BUSINESS NAME: Gateway Foundation, Inc.

BUSINESS ADDRESS: 55 E. Jackson Blvd, Suite 1500

BUSINESS TELEPHONE: 312-663-1130 FAX NUMBER: 312-663-0504

CONTACT PERSON: Michael J. Darcy, President & CEO

FEIN: 36-2670036 *IL CORPORATE FILE NUMBER: See Attached

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

PERMANENT INDEX NUMBER(S): * See Attached

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

LIST ALL CORPORATE OFFICERS:

PRESIDENT: Michael J. Darcy VICE PRESIDENT: none

SECRETARY: Martha Yount TREASURER: George Vargas

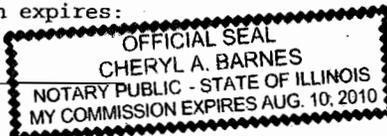
***SIGNATURE OF PRESIDENT: X Michael Darcy

ATTEST: X Martha Yount (CORPORATE SECRETARY)

Subscribed and Sworn to before me this 22nd day of April, 2009

X Cheryl A. Barnes
Notary Public Signature

My commission expires:



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

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

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

G.W. Owned Property in Cook County

Revised February 12th, 2003

13-35-417-045	1706 N. Kedzie	Kedzie Center (tax exempt)
16-14-318-024	3828 W. Taylor	Westside Center (tax exempt)
16-14-318-031	Corner of Independence and Taylor	Parking for Westside Center (tax exempt)
16-14-318-030	920 S. Independence	
16-14-318-029	918 S. Independence	
16-14-318-027	910 S. Independence	Purchased Feb 03
16-14-318-026	908 S. Independence	
16-14-318-025	900-902 S. Independence	
16-14-318-007	3845 W. Arthington	
16-14-318-006	3849 W. Arthington	
16-14-318-005	3851 W. Arthington	
16-14-320-025	South side of 3800 Block of West Taylor Street	(PIN was formerly 16 -14-501-002 prior to subdivision)

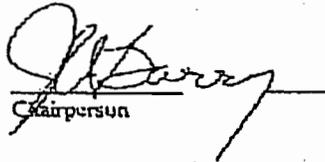
Resolution

Resolved that the signature of the Board Chairperson, President or either Senior Vice President be required to execute any contract obligating the organization to provide services up to 10% of the organization's overall operating budget for new contracts and without limit for renewal of current contracts, and be in further

Resolved that the signature of the President or either Senior Vice President be required to execute any proposal for the organization to provide services.

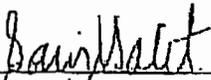
This is to attest that the preceding resolution was approved at a meeting of the Board of Directors of the Gateway Foundation, Inc. held on November 19, 1996 with a quorum present and voting.

Gateway Foundation, Inc.


Chairperson

Attested to this 19th day of December, 1996

Gateway Foundation, Inc.


Secretary

PROPOSAL ACCEPTANCE
(SECTION 9)

The undersigned on behalf of the County of Cook, a body politic and corporate of the State of Illinois, hereby accept the foregoing Bid Proposal as identified in the Contract Documents for Contract Number 09-41-115

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

TOTAL AMOUNT OF CONTRACT: \$ 3,114,428⁰⁰
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

DATED AT CHICAGO, ILLINOIS THIS 1st DAY

OF April 9, 2009

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

MAY 19 2009

Todd H. Jones
COM
PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

Carmen K. Trice-Cobin
COOK COUNTY PURCHASING AGENT

John R. Mauldin
COOK COUNTY COMPTROLLER

APPROVED AS TO FORM:

Frank J. Dea 5-6-09
ASSISTANT STATE'S ATTORNEY



**OFFICE OF THE PURCHASING AGENT
COUNTY OF COOK**

118 NORTH CLARK ST. ROOM 1018
CHICAGO, ILLINOIS 60602-1375
(312) 603-5370

THIS PURCHASE ORDER NUMBER
MUST APPEAR ON ALL PACKAGES,
INVOICES, SHIPPING PAPERS AND
DROP SHIPMENTS.

PURCHASE ORDERED ISSUED TO
811512

Gateway Foundation Inc
55 E Jackson Blvd Ste 1500
Chicago IL 60604

DATE
7/9/2010
F.O.B. POINT

PURCHASE ORDER NO.
172015 -002 -OP
REQUISITION NO.

COOK COUNTY FEIN: 36-6006541
ILLINOIS SALES TAX EXEMPT: E-9998-2013-04
FEDERAL EXCISE TAX EXEMPT CERT: 36-75-D038K

SHIP TO Sheriff - sprvsn & Interven Admin
Sheriff's Office - South Campus
3026 S California Avenue
Chicago IL 60608

DELIVERY INSTRUCTIONS

attn: Karen Moran 773-869-3391

DEPT NO	
2360979	Page 1 of 1

LINE	FURNISH THE FOLLOWING SUPPLIES AND/OR SERVICE	QUANTITY/ UOM	UNIT PRICE	EXTENDED PRICE	ACCOUNT NUMBER
3.00	CHANGE ORDER CORRECTION CHANGE ORDER -CORRECTION CHANGE RENEWAL BOARD AUTHORIZATION DATA TO READ: RENEWAL SUBSTANCE ABUSE SERVICES AS PER CONTRACT 09-41-118 ORIGINALLY AUTHORIZED BY COUNTY BOARD 04/01/2009 RENEWAL AUTHORIZED 03/16/2010 RENEWAL PERIOD 05/17/2010 THROUGH 05/16/2011 RENEWAL AMOUNT AUTHORIZED \$3,114,428.00 AMOUNT ENCUMBERED THIS PO \$362,000.00 BALANCE TO FOLLOW ON SEPARATE PO REQ102360006 REF RFP 08-50-2004P	0.00	.0000		
		*****	Total Order	*****	.00

NOTE: VENDOR AGREES NOT TO EXCEED THE QUANTITY OR DOLLAR AMOUNT OF THIS ORDER WITHOUT WRITTEN AUTHORIZATION FROM THE PURCHASING AGENT

RECEIPT CERTIFICATION (FOR DEPARTMENT USE ONLY)

I hereby certify that I have received the goods/services reflected above and that the items referenced are in full conformity with the purchase order/contract.

Date: _____ Authorized Signature: _____

I hereby certify that this purchase is in agreement with the requisition on file authorizing the expenditure and is properly approved.

Date: _____ PURCHASING AGENT

[Handwritten Signature] 7-8-10

THOMAS J. DART
SHERIFF



ALEXIS HERRERA
CHIEF FINANCIAL OFFICER
SOJOURNER COLBERT
FINANCE DIRECTOR

SHERIFF'S OFFICE OF COOK COUNTY, ILLINOIS
DEPARTMENT OF FISCAL ADMINISTRATION AND SUPPORT SERVICES

69 W. WASHINGTON, CHICAGO, ILLINOIS 60602
SUITE 1410
PHONE (312) 603-0069
FAX (312) 603-9806

July 7, 2010

Carmen-Triche-Colvin
Purchasing Agent
118 N. Clark St. Room 1018
Chicago, Ill 60602

Re: PO # 172015-000-OP

Dear Ms. Triche-Colvin:

Respectfully request a change order correction. Please change renewal authorized date to read : 3/16/10 for contract number 09-41-118 originally authorized 4/1/2009.
Thank you for your consideration in this matter

Sincerely,

Alexis Herrera
Chief Financial Officer
Cook County Sheriff's Office

RECEIVED
OFFICE OF THE
PURCHASING AGENT
2010 JUL - 7 AM 11:13
PROCUREMENT
C/ [Signature]
OTTO [Signature]
7/9

POST BOARD AGENDA

APPROVED
BY THE BOARD OF COOK COUNTY COMMISSIONERS
MAR 16 2010

OFFICE OF THE SHERIFF
SHERIFF'S DEPARTMENT OF COMMUNITY SUPERVISION AND
INTERVENTION

PROPOSED CONTRACT RENEWAL

Transmitting a Communication, dated January 13, 2010 from

THOMAS J. DART, Sheriff of Cook County

by

DAVID S. DEVANE, Executive Director, Department of Community Supervision and Intervention

requesting authorization for the Purchasing Agent to renew Contract No. 09-41-118 with Gateway Foundation, Chicago, Illinois, to provide substance abuse treatment and all of its auxiliary services to the participants of the Sheriff's Department of Community Supervision and Intervention's Pre-Release and the Day Reporting Centers.

Reason: The Gateway Foundation was selected through a Request for Proposal (RFP) and was approved by the County Board on April 2, 2009. The contract was for one (1) year with four (4) one (1) year renewal options. This is the first one (1) year renewal option for this contract.

Estimated Fiscal Impact: \$3,114,428.00 (FY 2010 - \$1,690,000.00 and FY 2011 - \$1,424,428.00).
Contract period: May 17, 2010 through May 16, 2011. (236- 298 Account). Requisition No. 02360006.

Approval of this item would commit Fiscal Year 2011 funds.



**OFFICE OF THE PURCHASING AGENT
COUNTY OF COOK**

118 NORTH CLARK ST. ROOM 1018
CHICAGO, ILLINOIS 60602-1375
(312) 603-5370

THIS PURCHASE ORDER NUMBER
MUST APPEAR ON ALL PACKAGES,
INVOICES, SHIPPING PAPERS AND
DROP SHIPMENTS.

PURCHASE ORDERED ISSUED TO
811512

Gateway Foundation Inc
55 E Jackson Blvd Ste 1500
Chicago IL 60604

DATE
6/22/2010
F.O.B. POINT

PURCHASE ORDER NO.
172015 -001 -OP
REQUISITION NO.

COOK COUNTY FEIN: 36-6006541
ILLINOIS SALES TAX EXEMPT: E-9998-2013-04
FEDERAL EXCISE TAX EXEMPT CERT: 36-75-D038K

SHIP TO Sheriff - sprvsn & Interven Admin
Sheriff's Office - South Campus
3026 S California Avenue
Chicago IL 60608

DELIVERY INSTRUCTIONS

attn: Karen Moran 773-869-3391

DEPT NO	Page 1 of 1
2360979	

102360006

LINE	FURNISH THE FOLLOWING SUPPLIES AND/OR SERVICE	QUANTITY/ UOM	UNIT PRICE	EXTENDED PRICE	ACCOUNT NUMBER
2.00	CHANGE ORDER ADDITIONAL ENCUMBRANCE CHANGE ORDER -ADDITIONAL ENCUMBRANCE RENEWAL SUBSTANCE ABUSE SERVICES AS PER CONTRACT 09-41-118 ORIGINALLY AUTHORIZED BY COUNTY BOARD 04/01/2009 RENEWAL AUTHORIZED 03/26/2010 RENEWAL PERIOD 05/17/2010 THROUGH 05/16/2011 RENEWAL AMOUNT AUTHORIZED \$3,114,428.00 AMOUNT PREVIOUSLY ENCUMBERED THIS PO \$362,000.00 AMOUNT THIS C/O \$2,039,004.00 THIS PO NOW ENCUMBERS \$2,401,004.00 BALANCE TO FOLLOW ON SEPARATE PO REF RFP 08-50-2004P	0.00	JB .0000	2,039,004.00	2360979.521320
***** Total Order				*****2,039,004.00	

NOTE: VENDOR AGREES NOT TO EXCEED THE QUANTITY OR DOLLAR AMOUNT OF THIS ORDER WITHOUT WRITTEN AUTHORIZATION FROM THE PURCHASING AGENT

RECEIPT CERTIFICATION (FOR DEPARTMENT USE ONLY)

I hereby certify that I have received the goods/services reflected above and that the items referenced are in full conformity with the purchase order/contract.

I hereby certify that this purchase is in agreement with the requisition on file authorizing the expenditure and is properly approved.
Date: _____ PURCHASING AGENT

Date: _____ Authorized Signature: _____

[Handwritten Signature] 6-22-10



OFFICE OF THE PURCHASING AGENT
COUNTY OF COOK
 118 NORTH CLARK ST. ROOM 1018
 CHICAGO, ILLINOIS 60602-1375
 (312) 603-5370

THIS PURCHASE ORDER NUMBER
 MUST APPEAR ON ALL PACKAGES,
 INVOICES, SHIPPING PAPERS AND
 DROP SHIPMENTS.

PURCHASE ORDERED ISSUED TO
 811512

DATE
 3/23/2010
 F.O.B. POINT

PURCHASE ORDER NO.
 172015 - 000- OP
 REQUISITION NO.
 00091147 OC

Gateway Foundation Inc
 55 E Jackson Blvd Ste 1500
 Chicago IL 60604

COOK COUNTY FEIN: 36-6006541
 ILLINOIS SALES TAX EXEMPT: E-9998-2013-04
 FEDERAL EXCISE TAX EXEMPT CERT: 36-75-D038K

SHIP TO Sheriff - sprvsn & Interven Admin
 Sheriff's Office - South Campus
 3026 S California Avenue
 Chicago IL 60608

DELIVERY INSTRUCTIONS

attn: Karen Moran
 3391

773-869-

DEPT NO	
2360979	Page 1 of 1

102360006

LINE	FURNISH THE FOLLOWING SUPPLIES AND/OR SERVICE	QUANTITY/ UOM	UNIT PRICE	EXTENDED PRICE	ACCOUNT NUMBER
1.00	Contract Renewal, Substance Abuse Treatment RENEWAL SUBSTANCE ABUSE SERVICES AS PER CONTRACT 09-41-118 ORIGINALLY AUTHORIZED BY COUNTY BOARD 04/01/2009 RENEWAL AUTHORIZED 03/26/2010 RENEWAL PERIOD 05/17/2010 THROUGH 05/16/2011 RENEWAL AMOUNT AUTHORIZED \$3,114,428.00 AMOUNT ENCUMBERED THIS PO \$362,000.00 BALANCE TO FOLLOW ON SEPARATE PO REQ102360006 REF RFP 08-50-2004P	.00 JB	362,000.0000	362,000.00	2360979.521320
***** Total Order *****				362,000.00	

NOTE: VENDOR AGREES NOT TO EXCEED THE QUANTITY OR DOLLAR AMOUNT OF THIS ORDER WITHOUT WRITTEN AUTHORIZATION FROM THE PURCHASING AGENT

RECEIPT CERTIFICATION (FOR DEPARTMENT USE ONLY)

I hereby certify that I have received the goods/services reflected above and that the items referenced are in full conformity with the purchase order/contract.

Authorized Signature: _____

Date: _____

I hereby certify that this purchase is in agreement with the requisition on file authorizing the expenditure and is properly approved.

PURCHASING AGENT

Date:

Carla P. G... 3-24-10

POST BOARD AGENDA
APPROVED
BY THE BOARD OF COOK COUNTY COMMISSIONERS
MAR 15 2011

OFFICE OF THE SHERIFF
SHERIFF'S DEPARTMENT OF COMMUNITY SUPERVISION AND
INTERVENTION

PROPOSED CONTRACT RENEWAL

Transmitting a Communication, dated January 25, 2011 from

THOMAS J. DART, Sheriff of Cook County

by

DAVID S. DEVANE, Executive Director, Department of Community Supervision and Intervention

requesting authorization for the Purchasing Agent to renew Contract No. 09-41-118 with Gateway Foundation, Chicago, Illinois, for substance abuse treatment and all of its auxiliary services to the participants of the Sheriff's Department of Community Supervision and Intervention's Pre-Release and the Day Reporting Centers.

Reason: The Gateway Foundation was selected through a Request for Proposal (RFP) and was approved by the County Board on April 2, 2009. The contract was for one (1) year with four (4) one (1) year renewal options. This is the second one (1) year renewal option for this contract.

Estimated Fiscal Impact: \$3,114,428.00 (FY 2011 - \$1,690,000.00; and FY 2012 - \$1,424,428.00).
Contract period: May 17, 2011 through May 16, 2012. (236-298 Account). Requisition No. 12360007.

Approval of this item would commit Fiscal Year 2012 funds.

No lobbying contact was made for this item.



TONI PRECKWINKLE
PRESIDENT

MARIA DE LOURDES COSS
PURCHASING AGENT



111 N. CLARK STREET
ROOM 1011
CHICAGO, ILLINOIS 60602
TEL: 312-603-5370
FAX: 312-603-3179

May 17, 2011

Gateway Foundation
55 E. Jackson Blvd. - Suite 1500
Chicago, IL 60604
Attn: Michael J. Darcy

Ref: Contract No. 09-41-118

Dear Mr. Darcy:

Pursuant to the request of the Cook County Sheriff's Department of Community Supervision and Intervention on March 15, 2011, the Cook County Board of Commissioners has authorized a renewal of the above referenced contract with no change in the terms and conditions or unit prices. The amount of such renewal shall not exceed \$3,114,428.00. The renewal period shall be from May 17, 2011 through May 16, 2012.

The County is not obligated to this renewal for the full term set forth and such renewal may be terminated at the County's sole option. Please acknowledge acceptance of this contract renewal by execution of this form by the appropriate authorized officers of your corporation/partnership.

If you have any questions, please contact Lawrence Mosty, Specifications Engineer at (312) 603-6827 or Brandie Knazze, Deputy Purchasing Agent at (312) 603-3075.

Regards,

Maria de Lourdes Coss
Purchasing Agent *MC*

By: Michael J. Darcy
Name & Title

By: _____
President & CEO
Name & Title