

CONTRACT NO. 11-45-048P-A

PROFESSIONAL SERVICES AGREEMENT

ELECTRONIC MONITORING SERVICES – RF TECHNOLOGY

BETWEEN



COOK COUNTY GOVERNMENT

COOK COUNTY SHERIFF'S OFFICE AND COOK COUNTY ADULT PROBATION

AND

3M ELECTRONIC MONITORING, INC.

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

FEB 05 2013

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PROFESSIONAL SERVICES AGREEMENT

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AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer, hereinafter referred to as "County" and 3M Electronic Monitoring, Inc., doing business as a(an) Corporation of the State of Illinois, hereinafter referred to as "Contractor".

BACKGROUND

The County of Cook issued a Request for Proposals "RFP" for Electronic Monitoring. Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Contractor was selected based on the proposal submitted and evaluated by the County representatives. Contractor represents that it has the professional experience and expertise to provide the necessary services and further warrants that it is ready, willing and able to perform in accordance with the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, the County and Contractor agree as follows:

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

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

ARTICLE 2) DEFINITIONS

a) Definitions

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

"Additional Services" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Department require the approval of the Chief Procurement Officer in a written modification to this Agreement before Contractor is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

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

"Chief Procurement Officer" means the Chief Procurement Officer for the County of Cook and any representative duly authorized in writing to act on his behalf.

"Department" means the Cook County Using Department.

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

"Subcontractor" means any person or entity with whom Contractor contracts to provide any part of the Services, including subcontractors and subconsultants of any tier, suppliers and materials providers, whether or not in privity with Contractor.

b) Interpretation

i) The term **"include"** (in all its forms) means "include, without limitation" unless the context clearly states otherwise.

ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.

iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to it, are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.

v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.

vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

c) Incorporation of Exhibits

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

- | | |
|-----------|--------------------------|
| Exhibit 1 | Scope of Services |
| Exhibit 2 | Schedule of Compensation |
| Exhibit 3 | Evidence of Insurance |
| Exhibit 4 | Board Authorization |

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) Scope of Services

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

b) Deliverables

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

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

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

c) Standard of Performance

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

Contractor must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all

Services or Deliverables furnished, whether by Contractor or its Subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Department and delivered in a timely manner consistent with the requirements of this Agreement.

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

d) Personnel

i) Adequate Staffing

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

ii) Key Personnel

Contractor must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "**Key Personnel**" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). The Department may at any time in writing notify Contractor that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in Exhibit 1, Scope of Services.

iii) Salaries and Wages

Contractor and Subcontractors must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Contractor underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Contractor, an amount sufficient to pay to employees underpaid the

difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Contractor to the respective employees to whom they are due. The parties acknowledge that this Section 3.d (iii) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) **Minority and Women's Business Enterprises Commitment**

In the performance of this Agreement, including the procurement and lease of materials or equipment, Contractor must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director. Contractor's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Section 1 of the Economic Disclosure Statement, upon acceptance by the Compliance Director. Contractor must utilize minority and women's business enterprises at the greater of the amounts committed to by the Contractor for this Agreement in accordance with Section 1 of the Economic Disclosure Statement .

f) **Insurance**

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

i) **Insurance to Be Provided**

(1) Workers Compensation and Employers Liability

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

(2) Commercial General Liability (Primary and Umbrella)

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

Subcontractors performing Services for Contractor must maintain limits of not less than \$1,000,000 with the same terms in this Section 3(f) (ii).

(3) Automobile Liability (Primary and Umbrella)

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

(4) Professional Liability

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

Subcontractors performing Services for Contractor must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.

(5) Valuable Papers

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

ii) **Additional Requirements**

(1) Contractor must furnish the County of Cook, Cook County, Office of the Chief Procurement Officer, 118 N, Clark St., Room 1018, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Contractor must submit evidence of insurance on the County Insurance Certificate Form (copy attached as Exhibit 3) or equivalent prior to Agreement award. The receipt of any certificate does not constitute agreement by the County that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the County to obtain certificates or other insurance evidence from Contractor is not a waiver by the County of any requirements for Contractor to obtain and maintain the specified coverages. Contractor must advise all insurers of the provisions in this Agreement regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the County retains the right to

terminate this Agreement or to suspend this Agreement until proper evidence of insurance is provided.

(1) The insurance must provide for 60 days prior written notice to be given to the County in the event coverage is substantially changed, canceled or non-renewed. All deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor. Contractor agrees that insurers waive their rights of subrogation against the County of Cook, its employees, elected officials, agents or representatives.

(2) The coverages and limits furnished by Contractor in no way limit Contractor's liabilities and responsibilities specified within this Agreement or by law. Any insurance or self-insurance programs maintained by the County of Cook apply in excess of and do not contribute with insurance provided by Contractor under this Agreement.

(3) The required insurance is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

(4) Contractor must require all Subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Contractor unless otherwise specified in this Agreement. If Contractor or Subcontractor desires additional coverages, the party desiring the additional coverages is responsible for its acquisition and cost.

(5) The County's Risk Management Office maintains the right to modify, delete, alter or change these requirements. "**Risk Management Office**" means the Risk Management Office, which is under the direction of the Director of Risk Management and is charged with reviewing and analyzing insurance and related liability matters for the County.

g) 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.

h) Confidentiality and Ownership of Documents

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the

course of Contractor's performance hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

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

i) Patents, Copyrights and Licenses

If applicable, Contractor shall furnish the Chief Procurement Officer 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 Chief Procurement Officer. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

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

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

j) Examination of Records and Audits

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.

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.

k) Subcontract 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 Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. 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 Chief Procurement Officer. 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 Chief Procurement Officer the names of any and all subcontractors it intends to use in the performance of the Contract. The Chief Procurement Officer shall have the right to disapprove any subcontractor. Identification of subcontractors to the Chief Procurement Officer shall be in addition to any communications with County offices other than the Chief Procurement Officer. 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 Chief Procurement Officer 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 Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect on MARCH 1, 2013 (Effective Date") and continues for three years through FEBRUARY 28, 2016 until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to extend this Agreement for up to **two (2) one-year extensions under** the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Contractor. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

c) Timeliness of Performance

i) Contractor must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Contractor acknowledges that **TIME IS OF THE ESSENCE** and that the failure of Contractor to comply with the time limits described in this Section 4.2 may result in economic or other losses to the County.

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

d) Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to extend this Agreement for up to **two (2) one-year extensions under** the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Contractor. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

ARTICLE 5) COMPENSATION

a) Basis of Payment

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

b) Method of Payment

All invoices submitted by the Contractor shall be in accordance with the cost provisions according to the Schedule of Compensation in the attached Exhibit 2. The invoices 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.

c) Funding

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

d) Non-Appropriation

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

e) Taxes

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

f) 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 5.f., 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.

g) 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.

ARTICLE 6) DISPUTES

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

ARTICLE 7) COMPLIANCE WITH ALL 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.

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

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

- i) warrants that Contractor is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Contractor is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Contractor is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;
- iv) warrants that Contractor and its Subcontractors are not in default at the time this Agreement is signed, and have not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County ;
- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Contractor warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- vi) represents that Contractor and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1; and
- vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.A and 9.C.

b) Ethics

- i) In addition to the foregoing warranties and representations, Contractor warrants:

(1) no officer, agent or employee of the County is employed by Contractor or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.

(2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Contractor or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

c) Joint and Several Liability

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

d) Business Documents

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

e) Conflicts of Interest

i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

ii) Contractor covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Contracting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.

iii) Upon the request of the County, Contractor must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Contractor is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Contractor's past or present clients. If Contractor becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.

iv) Without limiting the foregoing, if the Contracting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Contracting Parties must not participate, directly or indirectly, as a prime, subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Contracting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Contracting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

v) The Contractor further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.11 of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Contractor's Services for others conflict with the Services Contractor is to render for the County under this Agreement, Contractor must terminate such other services immediately upon request of the County.

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

f) Non-Liability of Public Officials

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

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

a) Events of Default Defined

The following constitute events of default:

i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the County.

- ii) Contractor's material failure to perform any of its obligations under this Agreement including the following:
 - (a) Failure due to a reason or circumstances within Contractor's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;
 - (b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
 - (d) Discontinuance of the Services for reasons within Contractor's reasonable control; and
 - (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- iii) Any change in ownership or control of Contractor without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.
- iv) Contractor's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Contractor acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.
- (v) Failure to comply with Section 7 in the performance of the Agreement.
- (vi) Contractor's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

b) Remedies

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

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

- i) The right to take over and complete the Services, or any part of them, at Contractor's expense and as agent for Contractor, either directly or through others, and bill Contractor for the cost of the Services, and Contractor must pay the difference between the total amount of this bill and the amount the County would have paid Contractor under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Contractor under this Section 9.2;
- ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iv) The right to money damages;
- v) The right to withhold all or any part of Contractor's compensation under this Agreement;
- vi) The right to consider Contractor non-responsible in future contracts to be awarded by the County.

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

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

waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

c) Early Termination

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

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

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

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

d) Suspension

The County may at any time request that Contractor suspend its Services, or any part of them, by giving 15 days prior written notice to Contractor or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Contractor must promptly resume its performance of the Services under the same terms and

conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Contractor when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Contractor as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

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

e) Right to Offset

i) In connection with performance under this Agreement:

The County may offset any excess costs incurred:

(i) if the County terminates this Agreement for default or any other reason resulting from Contractor's performance or non-performance;

(ii) if the County exercises any of its remedies under Section 9.2 of this Agreement; or

(iii) if the County has any credits due or has made any overpayments under this Agreement.

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

f.) Delays

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.

g.) Prepaid Fees

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, 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.

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) General

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

ii) No Collateral Agreements

Contractor acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Contractor to enter into this Agreement or has been relied upon by Contractor, including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the nature of the Services to be performed; (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement; (iv) the general conditions which may in any way affect this Agreement or its performance; (v) the compensation provisions of this Agreement; or (vi) any other matters, whether similar to or different from those referred to in (i) through (vi) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) No Omissions

Contractor acknowledges that Contractor was given an opportunity to review all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Contractor did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Contractor relinquishes the benefit of any such omitted statement, representation,

promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

b) Counterparts

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

c) 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 Chief Procurement Officer.

Subject to the foregoing, the Chief Procurement Officer 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 10.c., Modifications and Amendments, no County department or employee thereof has authority to make any modification or amendment to this Contract.

d) Governing Law and Jurisdiction

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, 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.

e) Severability

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any

constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

f) Assigns

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

g) Cooperation

Contractor must at all times cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Contractor must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Department in connection with the termination or expiration.

h) Waiver

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

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

i) Independent Contractor

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

this Agreement as an independent contractor and not as a representative, employee, agent, or partner of the County.

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

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

j) Governmental Joint Purchasing Agreement

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

ARTICLE 11) NOTICES

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

If to the County: Cook County Sheriff's Office
69 W. Washington Blvd. Suite 1410
Chicago, IL. 60602
Attention: Department Director

Cook County Adult Probations
69 W. Washington Blvd. Suite 1940
Chicago, IL. 60602
Attention: Department Director

and

COOK COUNTY CHIEF PROCUREMENT OFFICER
118 North Clark Street. Room 1018
Chicago, Illinois 60602

(Include County Contract Number on all notices)

If to Contractor: 3M Electronic Monitoring
 1838 Gunn Highway
 Odessa, FL. 33556

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

ARTICLE 12) AUTHORITY

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

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
Instructions	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1
2	Letter of Intent	EDS 2
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 3
4	Certifications	EDS 4, 5
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 6 – 12
6	Sole Proprietor Signature Page	EDS 13a/b/c
7	Partnership Signature Page	EDS 14/a/b/c
8	Limited Liability Corporation Signature Page	EDS 15a/b/c
9	Corporation Signature Page	EDS 16a/b/c
10	Cook County Signature Page	EDS 17

INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

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

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

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

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

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

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

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

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

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

"Lobbyist" means any person or entity who lobbies.

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

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

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

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

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

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

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

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

MBE/WBE UTILIZATION PLAN (SECTION 1)

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

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

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

II. Direct Participation of MBE/WBE Firms Indirect Participation of MBE/WBE Firms

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

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

MBE/WBE Firm: Allpoints Security

Address: 2112 E. 71st Street, Chicago, IL 60649

E-mail: mail@allpointssecurityinc.com

Contact Person: Dolores Thibodeaux Phone: 773-955-6700

Dollar Amount Participation: \$ 355,800/annually

Percent Amount of Participation: 10.7 %

*Letter of Intent attached? Yes No
*Letter of Certification attached? Yes No

MBE/WBE Firm: Arem Container

Address: 6153 W. Mulford, Unit D, Niles, IL 60714

E-mail: info@aremcontainer.com

Contact Person: Rosalind Schwartz Phone: 847-673-6184

Dollar Amount Participation: \$ 3,866/annually

Percent Amount of Participation: .0011 %

*Letter of Intent attached? Yes No
*Letter of Certification attached? Yes No

Attach additional sheets as needed.

*Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than five (5) business days after the reverse auction event date.

MBE/WBE UTILIZATION PLAN (SECTION 1)

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

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

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

II. Direct Participation of MBE/WBE Firms Indirect Participation of MBE/WBE Firms

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

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

MBE/WBE Firm: Andrews Printing

Address: 16530 Halsted Street, Harvey, IL 60426

E-mail: andrewsptg@ameritech.net

Contact Person: Royer Andrews Phone: 708-333-6536

Dollar Amount Participation: \$ 8,500/annually

Percent Amount of Participation: _____ .03 _____ %

*Letter of Intent attached? Yes _____ No _____
*Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____
*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

***Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than five (5) business days after the reverse auction event date.**

LETTER OF INTENT (SECTION 2)

MWBE Firm ALLPOINTS SECURITY
Address 2112 E. 71ST STREET
Contact Person DOLORES THIBODEAUX
Certification Expiration Date 8/12/2012
Email mail@allpointsecurityinc.com

Contract #: RFP11-45-048P
City/State/Zip CHICAGO, IL. 60649
Phone 773-955-6700 Fax 773-667-9266
Race/Gender AFRICAN AMERICAN

Participation Direct Indirect

Will the MWBE firm be subcontracting any of the performance of this contract to another firm?

No Yes - Please attach explanation

Proposed Subcontractor _____

The undersigned MWBE is prepared to provide the following Commodities/Services for the above named Project/Contract.

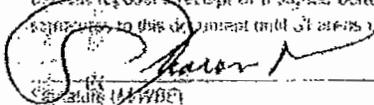
SECURITY SERVICES FOR THE RETRIEVAL/REPAIR/REPLACEMENT OF COOK COUNTY
ELECTRONIC MONITORING

Indicate the Dollar Amount or Percentage and the Terms of Payment for the above-described Commodities/Services.

\$29,650 monthly payment based on a maximum of 800 service calls per month
Payment net 15 days from Allpoints invoice date.

(If more space is needed to fully describe MWBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the (BIDDING PROPOSER'S) receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not sign their signatures to this document until all items under Description of Services/Supply and Fees/Cost were completed.

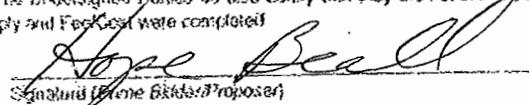


Signature (MWBE)

SHARON BENSON
Print Name

Allpoints Security
Firm Name

December 19, 2011
Date



Signature (Prime Bidder/Proposer)

Hope Beall
Print Name

3M Electronic Monitoring
Firm Name

1/4/12
Date

Subscribed and sworn before me this 19 day of December, 2011

Notary Public Kathleen Turner



LETTER OF INTENT (SECTION 2)

MWBE Firm: AREM Container

Contract #: _____

Address: 6153 W. Mulford, Unit D

City/State/ Zip: Niles, IL 60714

Contact Person: Rosalind Schwartz

Phone: 847-673-6184 Fax: _____

Certification Expiration Date: 11/30/2011

Race/Gender: White/Female

Email: Info@aremcontainer.com

Participation: Direct Indirect

Will the MWBE firm be subcontracting any of the performance of this contract to another firm?

No Yes - Please attach explanation.

Proposed Subcontractor: _____

The undersigned MWBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

Shipping and janitorial supplies.

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:

\$3,866 annually.

(If more space is needed to fully describe MWBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

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.

Signature (MWBE): _____

Signature (Prime Bidder/Proposer): _____

Rosalind Schwartz, President

Hope Beall, Vice President of Cust. Supp

Print Name

Print Name

Arem Container & Supply Co.

3M Electronic Monitoring

Firm Name

Firm Name

1/3/2012

1/3/2012

Date

Date

Subscribed and sworn before me this 3rd day of JANUARY 2012

Notary Public: Kristine West



LETTER OF INTENT (SECTION 2)

MWBE Firm: Andrews Printing

Contract #: RFP 11-45-048P

Address: 16530 Halsted Street

City/State/ Zip: Harvey, IL 60426

Contact Person: Royer Andrews

Phone: 708-333-6536 Fax: _____

Certification Expiration Date: 12/2011

Race/Gender: African American/Male

Email: andrewsptg@ameritech.net

Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

No Yes - Please attach explanation.

Proposed Subcontractor: n/a

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

Training manual printing and binding.

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:

\$8,500 per year.

(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

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.

Royer Andrews
Signature (MWBE)

Hope Beall
Signature (Prime Bidder/Proposer)

ROYER ANDREWS
Print Name

Hope Beall, Vice President Cust. Suppt.
Print Name

ANDREWS PRINTING
Firm Name

3M Electronic Monitoring
Firm Name

1-4-2012
Date

1/4/12
Date

Subscribed and sworn before me this 4th day of January, 20 12.

Notary Public Mitzi Ann Shilling

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)

24 % of Reduction for MBE Participation

9.8 % 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

(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) Used 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.



7.2.11(B) Reason for Partial Waiver Request

A. Overview

Like Cook County, 3M is committed to supplier diversity. We proactively identify small, minority-owned and woman-owned sources for the goods and services that we need. We actively work to solicit capable firms, and execute orders and contracts with these firms to support our business needs. As a result of these ongoing efforts, last year we purchased over \$200 million of goods and services from these types of firms.

We support your goals for participation in the Electronic Monitoring Services program and have developed the utilization plan that follows. While we have applied for a reduction waiver request, you will see that we have identified a number of opportunities for direct and indirect participation by MBE/WBE firms. In addition, we have documented a number of good faith efforts that we have undertaken—including a unique offer to work with a certified Cook County MBE/WBE vendor to mentor and train them in the Lean Six Sigma methodology that 3M uses to improve our efficiency and the quality of the goods and services that we provide to customers.

B. Reason for Full Reduction Waiver Request

3M fully supports Cook County's MBE/WBE participation goals for this project. Unfortunately, while we support these goals, opportunities for direct participation on this project by subcontractors are limited for several reasons:

1. Hardware and Software comprise a substantial portion of the solution we are offering. However, these are commercial off-the-shelf products made by 3M. As a result, there are no opportunities for direct participation by subcontractors of any type.
2. Monitoring services will have a significant impact the effectiveness of the electronic monitoring program, and ultimately the safety of the public. As a result, we have chosen to use a subcontractor, Protocol, who has a proven track record of successfully providing monitoring services. This experience includes working with the Sheriff's Department of Cook County, which will also help to ensure a seamless transition to the new electronic monitoring program. No local MBE/WBE vendor offered this level of experience.
3. Install and retrieval services are the last major component of our solution. We have worked with our subcontractor, Engage, to identify certified MBE/WBE vendors who could assist them in providing these services. Unfortunately, as documented in Section 3 of our waiver request, the prices quoted by the MBE/WBE vendors we contacted were above competitive levels and increased the cost of doing business.

C. Good Faith Efforts to Obtain MBE/WBE Participation

3M Electronic Monitoring has made a concerted effort to become familiar with Cook County's MBE/WBE policy and to fully cooperate with it. We have had discussions with the County Purchasing Office and Contract Compliance Director to fully inform ourselves of the policy requirements and process; we obtained the County's list of certified MBE/WBE firms and provided it to our project personnel, as well as to our sub-contractors for this Proposal, and on the following pages, we have included documentation of our attempts to identify and solicit MBEs and WBEs and to follow up on those contacts to explore opportunities for utilization of MBE/WBE goods and services under this Contract.



D. Other Relevant Information

As stated in our overview above, as well as in our Executive Summary and in our MBE/WBE Participation Plan, 3M is strongly committed to diversity business support. We are impressed with the *Chicago United* program and specifically its *Five Forward* effort to create protégé/mentoring relationships. 3M also supports MBE/WBE utilization as is reflected by the direct relationships we propose. In addition to direct MBE/WBE utilization, 3M will be making a significant offer to assist a MBE/WBE in improving its business by utilizing the Lean Six Sigma methodology.

Background

Lean Six Sigma (LSS) is a methodology for pursuing continuous quality improvement, reducing inherent variability and increasing speed and productivity. It requires a thorough process and product understanding and is clearly focused on customer driven expectations. From 2001 to present, 3M has embraced Lean Six Sigma as a methodology to promote continuous improvement, correct and prevent defects, and achieve excellence in our business processes. Our successful track record with Lean Six Sigma includes:

- 55,000 employees trained in Lean Six Sigma.
- 650 full-time employees dedicated to Lean Six Sigma, including 80 coaches
- 59,000 internal projects that have contributed more than \$5.5 billion in savings
- 760 projects conducted with 3M customers to improve their processes

Offer to Cook County and Chicago United

3M Electronic Monitoring proposes to identify a Cook County minority or woman owned business with which we currently work, and implement a Six Sigma program. This will include 1) identifying a particular area within this company that needs improvement, 2) deploying a project 3) improving the process and then 4) implementing control plans to continue that improvement. During this entire process we will be teaching this methodology to employees of the company and providing a basis to continue LSS for future company needs. We have identified several potential firms that 3M already has a relationship with in our Industrial products and Traffic Safety Divisions and based on recommendations there could be others. Potential goals of this project could be to improve staffing costs, customer service, ordering, accounts receivable or other important issues. We would begin this project by having our Lean Six Sigma Black Belt do an initial consultation with the company to identify your goals and process improvement opportunities. We then follow this consultation by leading a project with the company to capitalize on one of these identified opportunities.

Consultation Process

As mentioned above, a Lean Six Sigma Customer Project begins with an initial consultation. During this consultation the Lean Six Sigma Black Belt from 3M will meet with the selected project team and do the following:

1. Review top process improvement goals related to a critical aspect of the business
2. Assist the team in identifying and prioritizing projects that compliment the implementation and help to achieve the company's goals

We will work together with the selected company to define the project timeline and details of how it will be conducted, including:

- We will provide a trained and experienced 3M Lean Six Sigma Black Belt to assist your team in executing an improvement project of your choice.



- Our Black Belt will utilize defined Lean Six Sigma training tools and materials to train the project team onsite in Cook County on the application of the methodology in real time, as the project is conducted.
- In conjunction with this offer we will request the commitment of management to the selected project effort (including assignment of a dedicated, focused team to be trained and to execute tasks within the timeline mutually defined in the project charter).

With this training, the Project Team will have implemented the necessary actions to achieve sustainable improvement. Furthermore, the obtained Lean Six Sigma process improvement skills. As a result, Team members will be equipped to replicate this success on additional projects.

CERTIFICATIONS (SECTION 4)

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

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

REQUIRED DISCLOSURES (SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name _____ Address _____
Government Navigation Group, Inc. 320 W. Ohio, Ste 501, Chicago, IL 60654

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

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

a) Is Bidder a "Local Business" as defined above?
Yes: _____ No: X

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

n/a

c) Does Bidder employ the majority of its regular full-time workforce within Cook County?
Yes: _____ No: X

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

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

 X Applicant has no "Substantial Owner."

OR:

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

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S): n/a

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

n/a

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name 3m Electronic Monitoring, Inc D/B/A: _____ EIN NO.: 13-4088052

Street Address: 1838 Gunn Highway

City: Odessa State: FL Zip Code: 33556

Phone No.: 813.749.5454

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder
<u>3M Electronic Monitoring is a wholly owned subsidiary of 3M Corporation. No entity or individual has a legal or beneficial interest of more than 5% in 3M Corporation.</u>		

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

Name of Agent/Nominee	Name of Principal	Principal's Address
<u>n/a</u>		

3. Is the Applicant constructively controlled by another person or Legal Entity? [] Yes [] No

If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
<u>n/a</u>			

Declaration (check the applicable box):

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

[] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Alejandra A. Lang
Name of Authorized Applicant/Holder Representative (please print or type)

[Signature]
Signature

aarnaizg@mmm.com
E-mail address

President
Title

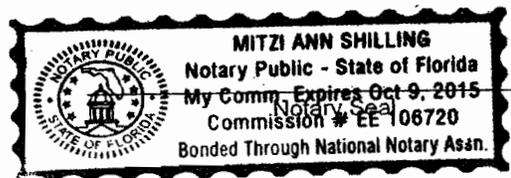
12/16/2011
Date

813.749.5454
Phone Number

Subscribed to and sworn before me
this 16th day of Dec, 2011

My commission expires: 10/09/2015

X [Signature]
Notary Public Signature





COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040
CHICAGO, ILLINOIS 60602
312/603-4304
312/603-9988 FAX 312/603-1011 TT/TDD

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

Section 2-582 of the Cook County Ethics Ordinance requires any person or persons doing business with Cook County, upon execution of a contract with Cook County, to disclose to the Cook County Board of Ethics the existence of familial relationships they may have with all persons holding elective office in the State of Illinois, the County of Cook, or in any municipality within the County of Cook.

The disclosure required by this section shall be filed by January 1 of each calendar year or within thirty (30) days of the execution of any contract or lease. Any person filing a late disclosure statement after January 31 shall be assessed a late filing fee of \$100.00 per day that the disclosure is late. Any person found guilty of violating any provision of this section or knowingly filing a false, misleading, or incomplete disclosure to the Cook County Board of Ethics shall be prohibited, for a period of three (3) years, from engaging, directly or indirectly, in any business with Cook County. *Note:* Please see Chapter 2 Administration, Article VII Ethics, Section 2-582 of the Cook County Code to view the full provisions of this section.

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304. *Note:* A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at: http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf

DEFINITIONS:

"*Calendar year*" means January 1 to December 31 of each year.

"*Doing business*" for this Ordinance provision means any one or any combination of leases, contracts, or purchases to or with Cook County or any Cook County agency in excess of \$25,000 in any calendar year.

"*Familial relationship*" means a person who is related to an official or employee as spouse or any of the following, whether by blood, marriage or adoption:

- | | | |
|-----------|-------------------|----------------|
| ▪ Parent | ▪ Grandparent | ▪ Stepfather |
| ▪ Child | ▪ Grandchild | ▪ Stepmother |
| ▪ Brother | ▪ Father-in-law | ▪ Stepson |
| ▪ Sister | ▪ Mother-in-law | ▪ Stepdaughter |
| ▪ Aunt | ▪ Son-in-law | ▪ Stepbrother |
| ▪ Uncle | ▪ Daughter-in-law | ▪ Stepsister |
| ▪ Niece | ▪ Brother-in-law | ▪ Half-brother |
| ▪ Nephew | ▪ Sister-in-law | ▪ Half-sister |

"*Person*" means any individual, entity, corporation, partnership, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, and whether or not operated for profit.

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

Pursuant to Section 2-582 of the Cook County Ethics Ordinance, any *person* doing business** with Cook County must disclose, to the Cook County Board of Ethics, the existence of *familial relationships** to any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County. Please print your responses.

Name of Owner/Employee: Alejandra A. Lang Title: President

Business Entity Name: 3M Electronic Monitoring, Inc. Phone: 813.749.5454

Business Entity Address: 1838 Gunn Highway, Odessa FL 33556

_____ The following familial relationship exists between the owner or any employee of the business entity contracted to do business with Cook County **and** any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

Owner/Employee Name:	Related to:	Relationship:
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

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

There is **no** familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

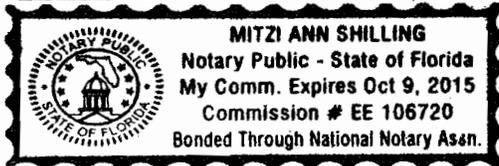
To the best of my knowledge and belief, the information provided above is true and complete.

 12/16/2011
Owner/Employee's Signature Alejandra A. Lang, President Date

Subscribe and sworn before me this 16th Day of December, 2011

a Notary Public in and for Pasco County


(Signature)



NOTARY PUBLIC
SEAL

My Commission expires 10/09/2015

Completed forms must be filed within 30 days of the execution of any contract or lease with Cook County and should be mailed to:

Cook County Board of Ethics
69 West Washington Street,
Suite 3040
Chicago, Illinois 60602

SIGNATURE BY A CORPORATION
(SECTION 9)

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

BUSINESS NAME: 3M Electronic Monitoring, Inc.

BUSINESS ADDRESS: 1838 Gunn Highway, Odessa, FL 33556

BUSINESS TELEPHONE: 813-749-5454 FAX NUMBER: 813-749-5474

CONTACT PERSON: Alejandra A. Lang

FEIN: 13-4088052 *IL CORPORATE FILE NUMBER: _____

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Alejandra A. Lang VICE PRESIDENT: Jay Miller

SECRETARY: Peter Olson TREASURER: _____

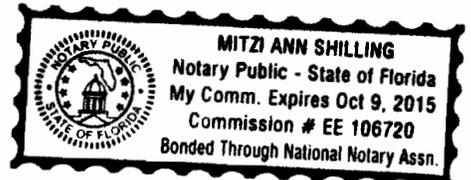
**SIGNATURE OF PRESIDENT: _____

ATTEST: Kempton Williams _____ (Controller)

Subscribed and sworn to before me this
_____ 3rd day of January _____, 2013.

X Mitzi Ann Shilling
Notary Public Signature

My commission expires: _____



Notary Seal

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

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

COOK COUNTY SIGNATURE PAGE
(SECTION 9)

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

Not Required

PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

John E. M.

COOK COUNTY PURCHASING AGENT

Not Required

COOK COUNTY COMPTROLLER

DATED AT CHICAGO, ILLINOIS THIS 08 DAY OF February, 2013

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

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

11-45-048P-A

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 8,059,200.00
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

FEB 05 2013

APPROVED AS TO FORM:

Kevin M. Dece

ASSISTANT STATE'S ATTORNEY

CCIA _____

EXHIBIT 1

Scope of Services

SCOPE OF SERVICES for 3M

Part 1: Adult Probation Department

I. USING DEPARTMENT BACKGROUND INFORMATION

The Circuit Court of Cook County Adult Probation Department is a department within the County of Cook and operates under the Office of the Chief Judge. The majority of the Department's resources are dedicated to supervising criminal offenders sentenced to probation, which is a sentencing option that requires offenders to comply with specific conditions while residing in the community. Probation officers assist offenders in complying with their sentences through guidance, surveillance, and referrals to service providers for treatment, education, and employment services. The department's Home Confinement Unit monitors curfews on probation and pretrial cases through field visits and telephone calls. Through its pretrial services units, Adult Probation supervises defendants released on bond and conducts pre-bail interviews to assist the courts in making decisions about bond/pretrial supervision.

About 88% of the department's caseload is composed of felons and 12% of misdemeanants. While most probationers are assigned to standard caseload supervision, about 12% are supervised in specialized programs designed for specific offender populations. These include the Adult Sex Offender Program, the Domestic Violence Intervention Unit, the Mental Health Unit, the Gang Intervention Unit, Intensive Probation Supervision, the Intensive Drug Program, Cook County's drug treatment courts, and the POWER Program (Promotion of Women through Education and Resources).

II. REQUIREMENTS

A. General System Requirements

1. The tracking system shall be capable of identifying all alerts in near-real time 24 hours per day, seven days per week and of notifying immediately the appropriate parties including law enforcement, the victim, and the Department.
2. The Contractor shall be able to fulfill requests for additional units within 24 hours upon request of the Department.
3. The system shall be capable of providing immediate Department alert notification via telephone and email.
4. The system shall immediately generate an alert that is specifically identified by type in the event of any of the following related to home confinement/curfew monitoring:
 - the receiver or bracelet has been tampered with;the individual has left the home or required place of confinement in violation of the home confinement/curfew order;

- the individual has returned home or to the required place of confinement subsequent to violating the confinement/curfew requirements;
 - the unit is unable to communicate with the Contractor's monitoring software (e.g., there is a loss of A.C. power or cellular communication).
5. The central host system, the repository of all monitoring data, shall not be located in the Department's facility and shall be the responsibility of the Contractor.
 6. The system must be capable of operating in primarily urban and suburban environments.

B. Device/Hardware requirements

1. Device components shall comply with applicable Federal Communications Commission (FCC) regulations and shall be registered with the FCC.
2. Units must be capable of operating normally when in proximity to other GPS/RF receivers and electronic devices (e.g., cell phones, satellite television receivers, microwave ovens, computers, and radio towers).
3. Units shall be capable of collecting and transmitting location data as frequently as once every minute.
4. Units shall have an internal clock and include the date and time of all recorded events.
5. Units shall be capable of recording and storing a minimum of 1-2 days of location data in the event of a communication disruption with the central host system (e.g., power outage, no cellular coverage). The unit shall transmit stored data to the monitoring center as soon as communication is restored and all alerts shall be specified and responded to appropriately.
6. The units shall not pose a safety hazard to the offender or others.
7. Device components shall be tamper resistant and the bracelet component should be tamper evident such that any attempt to remove it will leave physical evidence of the attempt.
8. Device components shall reliably function in environmental and atmospheric conditions that will normally be encountered.
9. Device components shall be capable of enduring shock and vibration associated with normal wear and use.
10. Device components which are physically attached to the offender shall be moisture and water resistant for such normal activities as bathing, showering, swimming, and sweating.

11. The monitoring unit shall have internal diagnostics that can determine if it is operating properly and it must have the ability to relay this information to the central monitoring center.
12. Each unit's receiver signal shall be unique to the individual to whom it is assigned.
13. The bracelet component shall be hypoallergenic.
14. Battery operated components shall have a minimum battery life of 1 year before requiring replacement.
15. RF transmitters shall be battery powered and have an operational life of at least twelve months without the need for charging or replacement.
16. The unit should emit a low-battery life warning in enough time to replace the battery.
17. Device components that physically attach to the offender must be able to fit to any size individual. The size and weight should be comfortable, portable, and not interfere with normal activities or those related to manual labor jobs such as construction.

C. Software Requirements

1. The Contractor's central host system and software system shall be accessible to the Department via the Internet through a standard web browser interface. Access should accommodate up to 125 simultaneous users designated by the Department.
2. The system shall track and display offender information including but not limited to the following: name, case number, date of birth, fingerprint identification numbers (local, state, and/or federal), criminal charge information, home and work addresses, telephone number(s), physical descriptors (e.g., race, sex, height, and weight); the assigned supervision officer(s); assigned device(s); zones; alert and notification protocols; current monitoring status and tracking history. Also, the software system should provide the ability to store the offender's photo and information about the offender's vehicle(s).
3. The software system shall provide the ability to configure multiple schedules for a single offender (e.g., weekday and weekend schedules).
9. The software system shall provide the ability to configure alert protocols that are unique to each offender and to configure alert protocols for certain groups of offenders.
10. The software system shall have the ability to display the status and history of the alerts identified in the previous section, "General System Requirements."
11. The software system shall provide the ability to view and manage the equipment inventory applicable to the Department.

12. The software system shall provide the ability to generate offender specific location reports, inventory reports, and management reports. The system shall have the ability to query, sort, and search by any field.

D. Data and System Security Requirements

1. Each authorized user must be able to access the Contractor's software in a secure manner.
2. The Department's data that is stored in the Contractor's software must be protected to ensure unauthorized access.
3. Contractor must have sound procedures (e.g., background checks, hiring practices, etc.) for ensuring its employees are properly authorized for access to confidential and sensitive offender information. The Contractor shall ensure that the confidentiality of offender records is maintained and shall not disclose any such information to any third party without written authorization of the Department.
4. The Contractor should be able to create user groups with varying access privileges (e.g., read/write and read only).
5. Each offender's location data shall be accessible for a minimum of 18 months before it is archived or stored offline.
6. Archived copies of each offender's location data shall be retained for a minimum of 5 years and/or provided in a format that can be stored and easily interpreted by the Department.
7. The Contractor shall backup the system data at least every 24 hours.
8. Data generated as a result of the location monitoring shall be owned by the Department and may not be used in any way by the Contractor without consent of the Department. The Contractor shall ensure that all data is available to the Department in the event the contract is terminated or the Contractor goes out of business.

E. Service Requirements

1. The Contractor's monitoring center shall be capable of providing services 24 hours a day, 7 days a week.
2. The Contractor's monitoring center shall be capable of conducting alert analysis and resolution using Department defined protocols. Alert analysis and resolution must begin immediately upon receiving an alert and must be completed promptly. Point based on the nature and location of the alert. The system shall also have the ability to supplement live calls with automated voice notification and text messaging.
3. To protect against failure of the Contractor's central host system and software, the Contractor shall have a fully redundant system that is maintained in a geographically

different location. The redundant system shall allow for the seamless continuation of all services and the protection of all data in the event of a disaster or other disruption to the central host system.

4. The Contractor shall offer toll-free access to live technical support personnel, who shall be available 24 hours per day, seven days per week. Support shall be provided at no additional cost to the Department and shall include but not be limited to troubleshooting, event interpretation, and application questions. If the technical support personnel cannot remedy the issue, the Contractor shall provide a response to the Department within 24 hours.
5. The Contractor shall provide on-site technical support when required. This on-site support may be requested when it is determined the problem cannot be corrected by telephone or email.
6. The Contractor shall appoint a liaison for the Department to periodically discuss contract performance.
7. The Contractor shall be responsible for the maintenance and repair/replacement of all equipment for the duration of the contract at no additional cost. The Contractor shall repair/replace equipment within 24 hours from the time the equipment problem was identified. The Contractor shall be responsible for all equipment shipping costs in either direction.
8. The Contractor shall be able to fulfill the Department's request for additional tracking devices within 24 hours and shall be responsible for all equipment shipping costs.
9. The Contractor shall provide without fee, as an inventory allowance, at least an additional 20% of the total number of RF units that are in use.
10. The Contractor must furnish all necessary tools to attach and remove the bracelet device and/or straps at no additional cost.
11. The Contractor must supply all replaceable or rechargeable batteries at no additional cost.
12. The Contractor shall be able to provide testimony regarding the performance and methodologies of the Proposer's equipment and services as requested by the Department and/or court.
13. The Contractor shall also provide material to be used to instruct offenders and, when appropriate, victims on the use and care of the equipment.
14. The Contractor shall provide to all its affected employees prior to program implementation written policies and procedures in order to ensure compliance with the requirements in this contract.

15. The Contractor should be able to retrieve monitoring equipment located in participants' residences within 12 hours following notification from the Department of program completion. Contractor shall repair/replace malfunctioning equipment at participants' residences within two hours of notification from the department.

F. Additional Requirements

1. The department is investigating the possibility of using electronic monitoring, most likely radio frequency (RF) technology will be used to monitor pretrial defendants' and probationers' compliance with home confinement and curfew orders. The Contractor may also be required to provide equipment and services for this function during the contract term. The department currently supervises more than 1,000 individuals who are subject to either home confinement or curfews.
2. Given the changing nature of our managed population, it is difficult to know how many offenders will be required to be monitored, though it is roughly estimated that the Department will need equipment and services for between 100 and 1,000 units for monitoring home confinement/curfews.
3. The Contractor shall also be able to provide between 100 and 1,000 units for monitoring home confinement and curfew orders.
4. The home confinement/curfew units shall have a range (typically between 75 and 150 feet) that is easily adjustable to prevent false alerts and to ensure that the individual does not leave home or the authorized site.
5. Units must be capable of operating normally when in proximity to other GPS/RF receivers and electronic devices (e.g., cell phones, satellite television receivers, microwave ovens, computers, and radio towers).
6. RF receiving units shall be designed with a phone handset that allows the participant to call the Contractor and allows incoming calls from the Adult Probation Department or Contractor as well as calls to local 911 services. Phone number shall strictly confidential and not publicly available or disseminated to unauthorized personnel.
7. RF receiving units should have local Cook County area codes.
8. RF receiving units shall contact the host server periodically at least every four (4) hours to advise of its proper or improper functioning.
9. In addition to the requirements above, landline RF receiving units shall meet the following requirements:

- i. be capable of being attached to the participants' telephone and telephone outlet using a standard RJ11 modular telephone connector jack or plug;
- ii. be able to establish contact with the central computer whether telephone is in use or not when a violation occurs;
- iii. be programmed to have periodic location verification whereby the host computer will initiate a call to the receiver at its location -- this is to occur automatically after each power failure; and
- iv. be capable of operating and functioning normally without interruption when other devices such as cable, satellite, or DSL service is working on the participants landline.

Part 2: Sheriff's Office

I. USING DEPARTMENT BACKGROUND INFORMATION

The Sheriff's Office has maintained an electronic monitoring program since 1989 and is currently under a federal consent decree to relieve jail overcrowding. The Sheriff's Office has historically placed pre-trial participants on electronic monitoring. However, this practice has changed since December 15, 2008. All participants are now court ordered to its programs as a condition of pre-trial bond, as a sentence, or as part of post-release reintegration. The scope includes:

- Providing complete electronic monitoring services to include receiving and processing of all alerts.
- Providing maintenance and consumables for leased Cook County equipment.
- Maintaining all data from Cook County equipment at the Contractor's office.
- Developing/interfaces a dispatching and permissions process with Cook County.
- Creating and maintaining a web-based case management application.

The Sheriff's Office would like to utilize *primarily* cellular, as opposed to landline, monitoring technologies in the future. However, this determination will be based on the Contractor's proposed pricing and the Sheriff's Office's available funding for the contract.

Although cost is a significant consideration, product reliability and performance; customer service and support; staff knowledge and qualifications; and company financial stability are also critical to operation of the program.

II. REQUIREMENTS

A. General Requirements

In order to provide the required level of service, the Contractor's proposal must clearly demonstrate its ability to proficiently perform and provide the following services, supplies, and equipment:

1. Provide and maintain electronic monitoring services for a participant population of 1200 with the potential expansion of up to 2000. (Note: The Sheriff's Office does not

guarantee participant populations since the judiciary orders participants onto electronic monitoring and the Sheriff's Office cannot control nor is it responsible for the size of the population.)

2. Provide a host server and software with uninterrupted service twenty-four (24) hours per day seven (7) days per week to monitor all participants.
3. Provide all monitoring equipment representative of the most recent technology and meeting current industry standards to effectively and efficiently monitor participants.
4. Provide a monitoring center staffed by qualified dedicated staff twenty-four (24) hours a day seven (7) days a week.
5. Provide and maintain the responsibility of all equipment including inventory control, delivery, repair, replacement, and exchange.
6. Provide for the retrieval of all monitoring equipment located in participant's residences following notification from the Sheriff's Office of program completion.
7. Provide for the repair and replacement of *all* malfunctioning monitoring equipment at participant's residences after initial installation by Sheriff's Office personnel.

B. Specific Requirements

1. Contractor Employee Requirements
 - i. The Contractor shall sufficiently staff, maintain, and operate a twenty-four (24) hour a day seven (7) day a week monitoring center.
 - ii. The Contractor shall accept all phone calls from participants and immediately forward any and all movement permission requests or emergencies to Sheriff's Office personnel via their dedicated computer system.
 - iii. The Contractor shall provide all data entry services associated with participant enrollments, schedules, activity data, and response/notification of violations.
 - iv. The Contractor shall provide and be responsible for assigning sufficient and trained personnel to respond to, repair, replace, or resolve equipment or communication problems at participant residences and rectify problems within eight (8) hours of first occurrence.
 - v. The Contractor shall conduct daily audits of all program participants' information to include but not limited to participant pre and post program counts, schedules, participant violations, and any alerts regarding communication problems, for the purpose of minimizing human and programming errors.
 - vi. The Contractor's monitoring center shall provide and maintain a toll-free communications network with sufficient capability to assure against busy signals and unreasonable participant wait times.
 - vii. The Contractor's center shall provide, answer, and maintain a separate toll-free line for Sheriff's Office personnel that shall take precedence over participant phone calls with sufficient capability to assure against busy signals and unreasonable wait times.
 - viii. The Contractor's monitoring center personnel shall use parameters developed and supplied by the Sheriff's Office in rectifying equipment or program compliance

problems and shall immediately contact program participants and/or Sheriff's personnel when such problems occur.

- ix. The Contractor shall provide, to all their affected employees and prior to program implementation, written policies and procedures in order to maintain compliance with all of the requirements stated in this request for proposal.

2. Host Server/Primary Monitoring System

The Contractor shall provide a web-based monitoring host and server/monitoring system and all necessary components that will actively monitor, check, and verify that participants remain in their residence during specific time periods and shall report unauthorized absences, late returns, equipment malfunctions or any and all alerts that may be construed as program violations. Program software shall operate in such a manner that it specifically addresses all of the needs required by the Sheriff's Office to efficiently and effectively direct and operate its programs.

- i. This system shall be capable of continuously initiating, receiving, storing, and disseminating information generated by the monitoring equipment.
- ii. All messages and information entered and or recorded in this host server shall be permanently recorded and easily accessed by authorized personnel of the Contractor and Sheriff's Office personnel.
- iii. The host server/primary monitoring system shall be located in a secure location with accessibility limited to authorized personnel only.
- iv. The system shall be capable of simultaneously allowing access to a minimum of 20 users.
- v. The system shall be capable of providing accurate real time counts of active participants as well as accessible archived data for past program participants.
- vi. The Contractor shall provide for the movement/transfer of all monitoring to a fully redundant backup system in case of a system malfunction which cannot be corrected within two (2) hours.
- vii. The Contractor shall provide a system back up and/or a backup power source, such as an on-site generator, which will be initiated immediately if the host server's power source is interrupted.
- viii. The system shall support and allow for easy high-speed offsite remote and secure (encrypted) access by Sheriff's Office personnel.
- ix. The Contractor shall provide at least ten (10) terminal/computers to be used at the Sheriff's Office facilities.
- x. The Contractor shall provide all specialized software needed to access and operate their system.
- xi. Offsite remote access shall at a minimum include and allow for viewing, editing, reports, and queries.
- xii. System shall be designed and easily capable of generating necessary reports with access granted to Sheriff's Office technology personnel to modify reports if needed. Non-standard reports shall be requested and provided to the Sheriff's Office within five (5) business days of the request.
- xiii. The system shall be structured in such a way that participant alerts, violations and equipment malfunctions shall be sent to the Sheriff's Office via a dedicated computer dispatch system that will individually track and record information regarding the handling and processing of each incident.

- xiv. The system shall include a case management system capable of tracking each individual participant's progress while on the program including violations, officer contacts, drug tests, and general observations.
- xv. Within three months or ninety (90) days of contract award, the system shall have the ability to interface with or pull information and data from the Sheriff's IMACS inmate tracking system to reduce data entry and errors.

3. Inventory

The Contractor shall be responsible for all services, equipment inventory, and supplies necessary to effectively and efficiently monitor program participants.

- i. The Contractor shall maintain a local inventory of operational monitoring equipment that can be ordered and delivered to the Sheriff's Office within forty-eight (48) hours of notice.
- ii. The Contractor shall provide and maintain at the Sheriff's Office facility, daily, at no additional cost an inventory of all monitoring equipment representative of twenty percent (20%) of the total Sheriff's Office program population. This percentage should reflect equipment requirements as specified in sections 5. (Cellular Home Monitoring Receiving Unit) and 6. (Landline Home Monitoring Receiving Units) below.
- iii. The Contractor shall provide to the Sheriff's Office all consumable items needed to effectively manage its population to include but not limited to straps, batteries, clips, loops, rails, screwdrivers, bits, and MRD's or transmitter activation devices.
- iv. The Contractor shall deliver to the Sheriff's Office facility any and all necessary monitoring equipment ordered.

4. Transmitter

Transmitters shall meet or exceed the following requirements:

- i. The transmitter shall be small, light, and not unduly restrictive and attach around the participant's ankle.
- ii. The radio frequency signal of the transmitter shall be unique to whom it is attached and have a minimum range of range of seventy-five (75) feet and be easily adjusted by Sheriff's Office personnel and or the Contractor up to or great enough to prevent false alarms yet not so great as to allow movement from the authorized site or residence.
- iii. The transmitter shall be shock resistant, water and moisture proof, hypoallergenic and operate within varying outside temperatures.
- iv. The transmitter shall not pose a safety hazard to the participant.
- v. The transmitter shall emit a detectable (RF) signal at least every thirty (30) seconds.

- vi. The transmitter shall be easily installed at the participant's residence or Sheriff's Office facility with minimal instruction or required equipment or tools.
- vii. The strap and circuitry within the transmitter must enable it to immediately notify the host server of *any* tamper attempt or removal from the participant's ankle.
- viii. The transmitter must be designed to prevent tracing or duplication of the signal by other electronic devices or equipment.
- ix. The strap and required fasteners shall not be available for purchase or acquisition to the general public either commercially, through mail order or internet.
- x. The transmitter shall be battery powered and have an operational life of at least twelve (12) months without the need for charging or replacement.
- xi. It must comply with all Federal Communications Commission (FCC) rules and regulations and shall be registered with the FCC.

5. Cellular Home Monitoring Receiving Unit

The Contractor shall provide cellular home monitoring receiving units. Allocation of cellular units shall be at least 75% of the total Sheriff's Office monitored daily population.

Units shall meet or exceed the following requirements:

- i. Units shall be capable of actively communicating with transmitters at least every thirty (30) seconds.
- ii. Units shall be powered by 110 volt A.C. line current with an internal battery back-up that will provide for at least twenty-four (24) hours of power in the event of a power loss or shortage.
- iii. Units shall contain an internal memory that shall provide for the retention and archival of all communications with the transmitter and host server for a minimum of up to forty eight (48) hours without a cellular signal or power.
- iv. Units shall be designed in such a manner as to provide for the transfer of chronological recorded data to the host server immediately upon the restoration of a cellular signal.
- v. Units shall be designed for and capable of immediately contacting the host server with any and all participant alerts including: arrival of the transmitter within range of the unit; departure of the transmitter when out of range of the unit (subject to minimum times delays determined by the Sheriff's Office); loss of A.C. power; loss of cellular contact or signal; tampers with the unit, including attempts to gain unauthorized access to the internal mechanism; attempts to tamper with the transmitter.
- vi. Units shall be designed for and capable of uniquely identifying the transmitter.
- vii. Units shall be designed with power surge protection.
- viii. The unit shall be designed to discourage and limit tampering or interference of its normal operation.

- ix. Units shall be designed with a phone handset that allows the participant to call the Contractor and allows incoming calls from the Sheriff's Office or Proposer as well as calls to local 911 services. Phone numbers shall be strictly confidential and not publicly available or disseminated to unauthorized personnel.
- x. Units shall have local area codes of 312, 773 or 872.
- xi. Units shall contact the host server periodically at least every four (4) hours to advise of its proper or improper functioning.

6. Landline Home Monitoring Receiving Units

The Contractor shall provide landline home monitoring receiving units. Allocation of landline units shall be at least 25% of the total Sheriff's Office monitored daily population. All landline home monitoring receiver units shall meet or exceed the specifications for cellular units plus:

- i. The home monitoring receiving unit shall be capable of being attached to the participant's telephone and telephone outlet using a standard RJ11 modular Telephone connector jack or plug.
- ii. The home monitoring receiving unit shall be able to establish contact with the central computer whether the telephone is in use or not when a violation occurs.
- iii. The home monitoring receiving unit shall be programmed to have periodic location verification whereby the host computer will initiate a call to the receiver at its location. This is to occur automatically after each power failure.
- iv. The home monitoring receiving units shall be capable of operating and functioning normally without interruption when other devices such as cable, satellite, or DSL service is working on or with the participant's landline.

7. Group Home Monitoring Units

The Contractor shall provide at least four (4) group monitoring units. Units shall operate via cellular technology and meet the specifications as described in section 5 (Cellular Home Monitoring Receiving Unit) above. Additionally, units shall have the ability to actively monitor at least fifteen (15) separate participants.

8. Remote Monitoring/Drive-by Units

The Contractor shall provide a minimum of twelve (12) mobile drive-by or remote monitoring units that are capable of detecting the radio frequency signal emitted by a specific participant's transmitter.

- i. Units shall have an internal rechargeable battery with a minimum of an eight (8) hour battery life.
- ii. Units shall come with and be powered and or/recharged by an automobile cigarette lighter type plug.
- iii. Units shall be repaired and/or replaced by the Contractor within inventory timeframes.

- iv. Units shall not only detect the presence of the participant, but also detect tampering and/or removal of the transmitter.
- v. Units shall have an internal memory sufficient to retain information recorded for a period of at least twenty-four (24) hours.
- vi. Units shall have the ability and software necessary to connect to remote computers via a USB port where information can be downloaded and stored in the host server.

Part 3: Additional Requirements

THE FOLLOWING SHALL APPLY TO BOTH USING DEPARTMENTS:

I. Training

The Contractor shall provide at no additional cost, on-site training for each Department's staff and other agency personnel deemed appropriate in all topics necessary for the implementation of the monitoring system. Each Department shall choose the dates and locations of the training. Training shall minimally cover the following: installation and removal of equipment; offender enrollment; zone and schedule creation and modification; use of the monitoring system and software; troubleshooting; alert notification protocols; and any other areas deemed necessary. The training shall be delivered by knowledgeable and experienced persons and shall include the provision of detailed, written instructions for the participants. Training shall occur prior to implementation, annually for booster sessions, and additionally as requested by each Department when it is required to properly implement and operate the monitoring program (e.g., when new equipment or software is introduced, when there is a major change in Department personnel, or when there is an ongoing problem that could be addressed through training).

- A. The Contractor shall provide for and conduct sufficient initial (a minimum of 1 full day of training per department) and periodic training classes to Department personnel.
- B. Training shall be sufficient in nature so the appropriate staff is comfortable with the use and installation of all electronic monitoring equipment, software and operation.
- C. The Contractor shall provide for necessary training to Department personnel in the event there is any change in equipment or software utilized.
- D. The Contractor shall provide initial training and periodic training to their employees to maintain compliance with all of the requirements stated in this contract.

II. Performance Penalty Adjustments

The County may assess a penalty in the event a Contractor fails to provide satisfactory levels of service as requested in this CONTRACT. Penalties may be assessed for the following

reasons:

- A. Failure to notify the Department of participant violations alerts, or inaccurate participant counts.
- B. Failure to maintain adequate equipment inventory.
- C. Failure to provide requested reports.
- D. Failure to provide adequate training for Proposer or Department personnel.
- E. Failure to perform any of the CONTRACT terms, which results in significant impairment of the monitoring services.

The amount of the penalty shall be a minimum of \$1.00 up to the total cost of the daily participant fee per affected participant per day. Performance penalties shall not be applied before five (5) days written notice is given from the Department to the Contractor. An appeal process acceptable to the Department and the Contractor may be developed once the contract is awarded.

III Confidentiality and Ownership of Documents

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

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Contractor to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Contractor's own purposes or for those of any third party. During the performance of the Contract the 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.

EXHIBIT 2

Schedule of Compensation

Best and Final Pricing Proposal: Electronic Monitoring Equipment and Services for Cook County, RFP #11-45-048P

Proposer: 3M

RFP #: 11-45-048P

Notes:

- * Please enter pricing into yellow cells. Grayed cells will automatically calculate and require no input.
- * Number of units indicated below are estimates and actual quantities may be smaller or greater than described.
- * The Proposal will be evaluated on the required specifications below (Groups 1, 2, 3). The County may elect to utilize the optional requirements (Group 4) but they will not be used for the basis of award.

Group 3: Sheriff's Department

1. Provide daily per unit lease rate for active RF, Group, and Remote Electronic Monitoring device and services as specified.

Device (LEASED)	Number of Units	Best and Final Offer 2	Total Days in Contract
Equipment and Services RF Cellular (75%)	1200	\$2.90	1095
Equipment and Services RF Landline (25%)	400	\$2.60	1095
Equipment and Services Group Home Monitoring	4	\$0.00	1095
Equipment and Services Remote Monitoring/Drive-by	12	\$0.00	1095

Should Adult Probation and Juvenile Probation elect to have the vendor be responsible for equipment management (e.g., repairs/replacements, and equipment retrieval) please provide daily per unit rate for device and services as specified.

6. Should Adult Probation and Juvenile Probation elect to have the vendor be responsible for equipment management (e.g., repairs/replacements, and equipment retrieval) please provide daily per unit rate for device and services as specified.

Adult Probation Department

Device (LEASED)	Number of Units	Best and Final Offer 2	Total Days in Contract
Equipment and Services RF Cellular (80%) - home confinement/curfew	800	\$2.90	1095
Equipment and Services RF Landline (20%) - home confinement/curfew	200	\$2.60	1095

Should Adult Probation and Juvenile Probation elect to have the vendor be responsible for equipment management (e.g., repairs/replacements, and equipment retrieval) please provide daily per unit rate for device and services as specified.

Quick Payment Discount

1	What payment terms would your company propose for this program?				
2	Is there a prompt payment discount that your company would be willing to offer? If so, please provide details	<table border="1"> <thead> <tr> <th>% DISCOUNT</th> </tr> </thead> <tbody> <tr> <td align="center">0</td> </tr> <tr> <td align="center">1%</td> </tr> </tbody> </table>	% DISCOUNT	0	1%
% DISCOUNT					
0					
1%					

EXHIBIT 3

Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/05/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

INSURER Willis of Minnesota, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:	INSURER(S) AFFORDING COVERAGE		NAIC#
	PHONE (A/C, NO, EXT): 877-945-7378	Old Republic Insurance Company		24147-001
INSURED 3M Company 3M Insurance Department Bldg 224-5S-29 St. Paul, MN 55144	FAX (A/C, NO): 888-467-2378	INSURER B:		
	E-MAIL ADDRESS: certificates@willis.com	INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

TERMS CERTIFICATE NUMBER: 17500298 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			MWZY 59131	3/1/2011	3/1/2014	EACH OCCURRENCE	\$ 5,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 5,000,000
						GENERAL AGGREGATE	\$ 5,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 5,000,000
							\$
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			MWTB 21146	3/1/2011	3/1/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 3,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	MWC116992 01	3/1/2012	3/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 2,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

EVIDENCE OF COVERAGE	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/4/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER
 Mack, Mack & Waltz Insurance Group, Inc.
 1 S Military Trail
 Suite 100
 Surfside Beach FL 33442

INSURED
 Emergent Monitoring; Emerge Monitoring II, LLC
 Integrated Monitoring Systems, LLC
 5 Quincy Avenue, 151
 Springfield IL 60540

CONTACT NAME: Melissa Rihm
PHONE (A/C No. Ext): (954) 640-6225 **FAX (A/C No.):** (954) 640-6226
E-MAIL ADDRESS: mrihm@mackinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Associated Industries Insurance	
INSURER B: Mt. Hawley Insurance Company	
INSURER C: Travelers	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGE CERTIFICATE NUMBER: CL123926166 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	ADDL/INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$5,000 Ded / Claim			AES1020538	3/10/2012	3/10/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
GENERAL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			AES1020538	3/10/2012	3/10/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			MXL0369338	2/6/2012	3/10/2013	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N Mandatory in NH If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB7974L164	12/31/2011	12/31/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
Sexual Misconduct Liab.			AES1020538	3/10/2012	3/10/2013	Limit Included

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Brevard County and its Agents, Officers, Directors and Employees are included as additional insured on general liability. All rights of subrogation under the policies listed above have been waived against Brevard County. This insurance shall apply as primary insurance with respect to any other insurance or re-insurance program afforded to Brevard County.

CERTIFICATE HOLDER
 Brevard County
 2275 Judge Fran Jamieson Way
 Viera, FL 32940

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
 Greg Waltz/MELISS

FD 25 (2010/05)
 5 (201005) 01

Additional Named Insureds

er Named Insureds

rge Monitoring II, LLC

Additional Named Insured

egrated Monitoring Systems, LLC

Additional Named Insured



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/02/2012

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USER
Marsh USA Inc.
17 Arch Street
Philadelphia, PA 19103-2797
Email: Philadelphia.Certs@marsh.com

CONTACT NAME:		FAX (A/C, No):	
PHONE (A/C, No, Ext):			
E-MAIL ADDRESS:			
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURER A :	Liberty Mutual Fire Insurance Company	23035	
INSURER B :	St. Paul Fire & Marine Insurance Co.	24767	
INSURER C :	Federal Insurance Company	20281	
INSURER D :	National Union Fire Ins Co Pittsburgh PA	19445	
INSURER E :			
INSURER F :			

7-All-C/F-12-13

ENDORSED BY
Berkert Global Solutions, Inc.,
and its Subsidiaries, APAC Customer Services, Inc., NCO Financial Systems, Inc., Outsourcing
Solutions, Inc., Transworld Systems, Inc.,
Prudential Real Estate Services, Inc.,
Philadelphia, PA 19044

COVERAGE CERTIFICATE NUMBER: CLE-003859936-08 **REVISION NUMBER:** 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			TB2-Z11-261136-012	11/01/2012	11/01/2013	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			AS2-Z11-261136-022 COMP DEDUCTIBLE: \$1,000 COLL DEDUCTIBLE: \$1,000	11/01/2012	11/01/2013	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ZUP-14T25897-12-NF	11/01/2012	11/01/2013	EACH OCCURRENCE	\$ 5,000,000
						AGGREGATE	\$ 5,000,000
							\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N Mandatory in NH If yes, describe under DESCRIPTION OF OPERATIONS below			7173-82-11	09/01/2012	09/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
PROFESSIONAL LIABILITY RIME			01-351-45-93 (\$250,000 DED)	11/01/2012	11/01/2013	LIMIT	15,000,000
			01-395-06-88 (\$250,000 DED)	11/01/2012	11/01/2013	LIMIT	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Berkert Global Solutions Inc.
and its Subsidiaries, APAC Customer Services, Inc.,
NCO Financial Systems, Inc.,
Waukegan Road
Waukegan, IL 60015

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Manashi Mukherjee

Manashi Mukherjee

EXHIBIT 4

Board Authorization

BUREAU OF FINANCE
OFFICE OF THE PURCHASING AGENT

PROPOSED CONTRACT

Transmitting a Communication, dated January 16, 2013 from

Chief Procurement Officer

Requesting authorization for the Chief Procurement Officer to enter into and execute a contract number 11-45-048 with 3M Electronic Monitoring, Inc. of Odessa, FL. for Electronic Monitoring Services - Radio Frequency Monitoring for the Cook County Sheriff's Office and Cook County Adult Probation Department.

Reason: The RFP process was followed in accordance with the Cook County Procurement Code. On December 16, 2011 a Request for Proposal (RFP) was solicited for Electronic Monitoring Services, for the Cook County Sheriff's Office, Cook County Adult Probation Department and the Cook County Juvenile Probation Department. Two proposals were received. Electronic Monitoring, Inc. was selected to provide the Radio Frequency Monitoring portion of the contract because the technology proposed was the most responsive to the needs of the County. The Electronic Monitoring Services - Radio Frequency Monitoring will be used by the Cook County Sheriff's Office and Cook County Adult Probation Department to provide electronic monitoring services for adults being monitored. There was a cost savings in the amount \$4,669,080.00 based on current pricing.

Estimated Fiscal Impact: \$8,059,200.00 (FY-13 \$2,686,400.00, FY-14 \$2,686,400.00, and FY-15 \$2,686,400.00. Contract period: Thirty-six (36) months with two one year renewal options. VARIOUS ACCOUNTS

Approval of this item would commit Fiscal Years 2013, 2014, and 2015.