

TONI PRECKWINKLE
PRESIDENT



118 N. CLARK STREET
ROOM 1018
CHICAGO, ILLINOIS 60602
TEL: 312-603-5370
FAX: 312-603-3179

MARIA de LOURDES COSS
CHIEF PROCUREMENT OFFICER

October 18, 2011

Ms. Pamela Rodriguez
TASC, Inc.
1500 N. Halsted Street
Chicago, IL 60642

Ref: Document No. 11-45-99

Dear Ms. Rodriguez:

Enclosed please find your copy of the above referenced contract.

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

Please do not provide service until your firm has been notified by a representative from the Using Department.

Cordially,

A handwritten signature in cursive script, reading "Maria de Lourdes Coss".

Maria de Lourdes Coss, CPPO
Chief Procurement Officer of Cook County

MdLC/js

Enclosure

cc: Bob Ryan

CONTRACT FOR SERVICE

DOCUMENT NO. 11-45-99



**DRUG DIVERSION AND EDUCATION PROGRAM
FOR
COOK COUNTY STATE'S ATTORNEY OFFICE**

WITH: TREATMENT ALTERNATIVES FOR SAFE COMMUNITIES (TASC)

**BOARD OF COMMISSIONERS
COUNTY OF COOK
TONI PRECKWINKLE, PRESIDENT**

**ISSUED BY THE
OFFICE OF THE PURCHASING AGENT**

070811

REQ# 12500018

PART I

CONTRACT FOR SERVICES

STATE'S ATTORNEY'S DRUG ABUSE PROGRAM

THIS CONTRACT is made and entered into by and between the COUNTY OF COOK, a body politic and corporate of the State of Illinois, hereinafter the "County" and TREATMENT ALTERNATIVES FOR SAFE COMMUNITIES, INC. a not-for-profit Illinois corporation ("TASC" or "Contractor") pursuant to authorization by the Cook County Board of Commissioners, as evidenced by the Board authorization letter attached hereto as Exhibit A;

WHEREAS, the County is responsible for procuring goods and services for the State's Attorney's Office of Cook County ("SAO");

WHEREAS, the County has previously entered into Contract No. 95-43-742 whereby TASC administers the SAO's drug abuse program;

WHEREAS, pursuant to Cook County Board authorization, Contract No. 95-43-742 has been renewed for several one-year terms since the time that it was originally entered into, the latest such one-year term having ended on November 30, 2010;

WHEREAS, the County desires to renew Contract No. 95-43-742 for an additional one-year term on the terms and conditions set forth in this Contract;

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

I. SCOPE OF SERVICES

The services to be provided by contractor shall be as set forth in Exhibit B, Statement of Work, and as additionally set forth within this Contract.

II. TERM

This Contract shall commence on ~~October~~⁴, 2011, and shall continue until ~~September~~³⁰, 2012. This Contract may be renewed for an agreed period upon the mutual consent of the parties. In the event that the county wishes to renew this Contract, it shall notify Contractor thirty (30) days prior to the expiration date of this Contract. The renewal must be approved by the Cook County Board of Commissioners prior to becoming effective.

III. DUTIES OF THE COUNTY

The County shall cooperate with Contractor to communicate timely and accurate information necessary to perform Contractor's obligations under this Contract.

IV. COMPENSATION AND PAYMENT TERMS

Contractor shall be paid in accordance with Section III, Terms of Payment, of Exhibit B, Statement of Work. Total charges for the period of this Contract shall not exceed the amount of Seven Hundred Two Thousand Thirty-Four (\$702,034.00) Dollars for the term of this Contract. Contractor shall prepare monthly invoices in triplicate for its services using County Invoice Form 29A and hand deliver them to the SAO's Program Director within fifteen (15) business days after the close of each billing cycle.

The County shall endeavor to pay invoices within sixty (60) days after they have been received by the SAO Program Director.

V. GENERAL CONDITIONS--SERVICE

This Contract incorporates and is subject to the provisions attached hereto as Part II, General Conditions--Contract for Service. However, due to the unique nature of this Contract, the following General Conditions are hereby deleted: GC-03, Insurance; GC-05, Indemnification; GC-25, General Notice and GC-28, Delivery.

VI. SPECIAL CONDITIONS

This Contract incorporates and is subject to the provisions attached hereto as Part III, Special Conditions.

VII. EXHIBITS

This Contract incorporates the following exhibits:

1. Exhibit A - Cook County Board Authorization Letter;
2. Exhibit B - Statement of Work (includes one-page budget breakdown).

VIII. NOTICES

All notices required pursuant to this Contract shall be in writing addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if personally delivered, or if deposited in the U.S. mail, registered or certified, return receipt requested.

To County: PURCHASING AGENT
County of Cook
118 North Clark Street, Room 1018
Chicago, Illinois 60602

and to: DIRECTOR
Cook County State's Attorney's Drug Abuse Program

Cook County State's Attorney's Office
2600 South California Avenue, Suite 1400
Chicago, Illinois 60608

TO CONTRACTOR: Vice President and Chief Financial Officer
Treatment Alternatives for Safe Communities
1500 North Halsted Street
Chicago, Illinois 60622

IX. ORDER OF PRECEDENCE

In the event that there is a conflict between or among any of the following documents specified below (which are collectively known as the "Contract"), the order of precedence of such documents shall be as follows:

1. Part I;
2. Exhibit B: Statement of Work;
3. Part III: Special Conditions;
4. Part II: General Conditions

[END OF SECTION]

**GENERAL CONDITIONS
SUPPLY/SERVICE
SOLE SOURCE**

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GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

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

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

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

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

GC-02 PERSONNEL

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

GC-03 INSURANCE

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

GC-04 INSPECTION AND RESPONSIBILITY

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

GC-05 INDEMNIFICATION

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

GC-06 PAYMENT

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

GC-07 PREPAID FEES

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

GC-08 TAXES

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

GC-09 PRICE REDUCTION

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

GC-10 CONTRACTOR CREDITS

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

GC-11 DISPUTES

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

GC-12 DEFAULT

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

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

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

GC-13 COUNTY'S REMEDIES

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

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

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

GC-14 CONTRACTOR'S REMEDIES

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

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

GC-15 DELAYS

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

GC-16 MODIFICATIONS AND AMENDMENTS

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

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

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

GC-17 PATENTS, COPYRIGHTS AND LICENSES

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

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

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

GC-18 COMPLIANCE WITH THE LAWS

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

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

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE DIVISION 6, SECTION 34-275 – 34-285

I. **POLICY AND GOALS**

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County contracts and to eliminate arbitrary barriers for participation, as both prime and subcontractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women-owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes a "best efforts" goal of awarding not less than thirty-five (35%) of the annual total dollar amount of professional and consulting service contracts and sole source agreements to certified MBEs and WBEs.
- B. A contractor may achieve the contract MBE/WBE participation goals by its status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs or WBEs; by entering into a Mentor-Protege Agreement with a MBE or WBE; by the indirect participation of MBEs or WBEs in other aspects of the contractor's business; or by a combination of the foregoing.
- C. A contractor's failure to carry out its MBE/WBE commitments in the course of a contractor's performance shall constitute a material breach of the contract, and if such breach is not appropriately cured, may result in the termination of the contract or such other remedy authorized by the Ordinance as the County deems appropriate.

II. **REQUIRED SUBMITTALS**

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

A. Affirmative Action Plan

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

B. Contractor's MBE/WBE Efforts Documentation

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

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

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

III. NON-COMPLIANCE

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

IV. REPORTING/RECORD-KEEPING REQUIREMENTS

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

V. EQUAL EMPLOYMENT OPPORTUNITY

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

GC-20 MATERIAL DATA SAFETY SHEET

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

GC-21 CONDUCT OF THE CONTRACTOR

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

GC-22 ACCIDENT REPORTS

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

GC-23 USE OF COUNTY PREMISES AND RESOURCES

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

GC-24 TERMINATION FOR CONVENIENCE AND SUSPENSION OF CONTRACT

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

GC-25 GENERAL NOTICE

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

TO THE COUNTY:

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

TO THE CONTRACTOR:

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

GC-26 GUARANTEES AND WARRANTIES

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

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

GC-27 STANDARD OF DELIVERABLES

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

GC-28 DELIVERY

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

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

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

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

GC-29 QUANTITIES

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

GC-30 CONTRACT INTERPRETATION

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

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

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

GC-31 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

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

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

GC-32 AUDIT; EXAMINATION OF RECORDS

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

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

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

GC-32 AUDIT; EXAMINATION OF RECORDS (CON'T.)

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

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

GC-33 GOVERNING LAW

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

GC-34 WAIVER

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

GC-35 ENTIRE CONTRACT

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

GC-36 FORCE MAJEURE OR UNAVOIDABLE DELAYS

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

GC-37 INDEPENDENT CONTRACTOR STATUS; NO THIRD PARTY BENEFICIARIES

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

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

GC-38 COOPERATION WITH INSPECTOR GENERAL

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

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

END OF SECTION

Cook County 2011 Federal Clauses

1.1 Interest of Members of or Delegates to the United States Congress

In accordance with 41 U.S.C. § 22, the Contractor agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Contract or any benefit derived therefrom.

1.2 False or Fraudulent Statements and Claims

(1) The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3081 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Contract. Accordingly, by signing the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract, including without limitation any invoice for its services. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

1.3 Federal Interest in Patents

(1) General. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify County immediately and provide a detailed report.

(2) Federal Rights. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Contractor, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof.

Unless the Federal Government later makes a contrary determination in writing, the Contractor agrees that, irrespective of its status or the status of any subcontractor at any tier (e.g., a large business, small business, non-profit organization, institution of higher education, individual), the Contractor agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

1.4 Federal Interest in Data and Copyrights

(1) Definition. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.

(2) Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.

(3) Federal Rights in Data and Copyrights. In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.

(a) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and

(b) Any rights of copyright which the Contractor purchases ownership with Federal assistance.

(4) Special Federal Rights for Planning Research and Development Projects. When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than

limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.

(5) Hold Harmless. Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.

(6) Restrictions on Access to Patent Rights. Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.

(7) Application on Materials Incorporated into Project. The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

1.5 Records and Audits

Contractor will deliver or cause to be delivered all documents (including but not limited to all Deliverables and supporting data, records, graphs, charts and notes) prepared by or for the County under the terms of this Agreement to the County promptly in accordance with the time limits prescribed in this Contract, and if no time limit is specified, then upon reasonable demand therefor or upon termination or completion of the Services hereunder. In the event of the failure by the Contractor to make such delivery, then and in that event, the Contractor will pay to County reasonable damages the County may sustain by reason thereof.

The County and the Federal Government will have the right to audit all payments made to the Contractor under this Agreement. Any payments to the Contractor which exceed the amount to which the Contractor is entitled under the terms of this Agreement will be subject to set-off.

The Contractor will keep and retain records relating to this Agreement and will make such records available to representatives of the County and the Federal Government, including without limitation the sponsoring federal agency, other participating agencies, and the Comptroller General of the United States, at reasonable times during the performance of this Agreement and for at least five years after termination of this Agreement for purposes of audit, inspection, copying, transcribing and abstracting.

No provision in this Agreement granting the County or the Federal Government a right of access to records is intended to impair, limit or affect any right of access to such records which the County or the Federal Government would have had in the absence of such provisions.

1.6 Environmental Requirements

The Contractor recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal Laws that may affect the Contract include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. The Contractor also recognizes that U.S. EPA, U.S. DOT and other agencies of the Federal Government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, the Contractor agrees to adhere to, and impose on its subcontractors, any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern. The Contractor acknowledges that this list does not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements. The Contractor will include these provisions in all subcontracts.

- (1) Environmental Protection. The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.
- (2) Air Quality. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (3) Clean Water. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (4) List of Violating Facilities. The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities ("List"), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.
- (5) Preference for Recycled Products. To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Contractor agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

1.7 No Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance to support subcontracts procured using exclusionary or discriminatory specifications.

1.8 Cargo Preference-Use of United States Flag Vessels

The Contractor agrees to comply with U.S. Maritime Administration regulations, "Cargo-Preference -- U.S. Flag Vessels," 49 C.F.R. Part 381, and to include the clauses required by those regulations, modified as necessary to identify the affected parties, in each subcontract or subagreement involving equipment, materials, or commodities suitable for transport by ocean vessel.

1.9 Fly America

Section 14.c of the Master Agreement states that if the contract or subcontracts may involve the international transportation of goods, equipment, or personnel by air, the contract must require Contractors and subcontractors at every tier to use U.S.-flag air carriers, to the extent service by these carriers is available. 49 U.S.C. 40118 and 4 C.F.R. Part 52.

1.10 No Federal Government Obligations to Third Parties

The Contractor agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any contractor or any other person not a party to the Grant Agreement or Cooperative Agreement between the County and the Federal Government which is a source of funds for this Contract. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, agreement, or contract, the Federal Government continues to have no obligations or liabilities to any party, including the Contractor.

1.11 Allowable Costs

Notwithstanding any compensation provision to the contrary, the Contractor's compensation under this Contract will be limited to those amounts which are allowable and allocable to the Contract in accordance with OMB Circular A-87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Contractor has received payment in excess of such amounts, the County may offset such excess payments against any future payments due to the Contractor and, if no future payments are due or if future payments are

less than such excess, the Contractor will promptly refund the amount of the excess payments to the County.

1.12 Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

- (1) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- (2) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- (3) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no Notice-to-Proceed will be issued to an entity who is unable to certify to the above. If Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the USDOT may direct, through the County, cancellation of the Contract at no cost to the Government.

Further, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. Contractor may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Contractor will provide immediate written notice to the County if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

1.13 Termination for Convenience

In addition to any other rights of termination or other remedies available to the County under the Contract, at law, or in equity, the County may, by written notice, terminate this Contract in whole or in part at any time, for the convenience of the County or the Federal Government. Upon Contractor's receipt of such notice, Contractor will immediately cease to perform Services (unless otherwise directed in the notice) and deliver to the County all materials, equipment, and supplies as may have been accumulated in the performance of this Contract, whether completed or in process. The Contractor will be paid an equitable portion of the Contract price for Services performed prior to the effective date of termination, but no amount will be allowed for anticipated profit on unperformed Services. If this Contract has been terminated for Contractor's default and it is determined that the Contractor did not default, the termination will be deemed to have been effected hereunder.

1.14 Contract Work Hours and Safety Standards Act

If applicable according to their terms, the Contractor agrees to comply and assures compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 333, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926. In addition to other requirements that may apply:

(1) In accordance with section of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Contractor agrees and assures that, for the Contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Contractor agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

(2) In accordance with section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the contractor agrees and assures that no laborer or mechanic working on a construction contract will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health and safety, as determined in accordance with U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926.

1.15 Veteran's Preference

In the employment of labor (except in executive, administrative, and supervisory positions), preference will be given to Vietnam-era veterans and disabled veterans. However, this preference may be given only where individuals are available and qualified to perform the work to which employment relates.

1.16 Copyright Ownership

Consultant and the County intend that, to the extent permitted by law, the Deliverables to be produced by Consultant at the County's instance and expense pursuant to this Agreement are conclusively deemed "**works made for hire**" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 *et seq.* (the "Copyright Act"), and that the County will be the copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist.

To the extent that any Deliverable does not qualify as a "work made for hire," Consultant irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the County, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the County under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will execute all documents and perform all acts that the County may reasonably request in order to assist the County in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the County. Consultant warrants to County, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned any copyrights nor granted any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants and represents that the Deliverables are complete, entire and comprehensive, and that the Deliverables constitute a work of original authorship.

1.17 Accessibility Compliance

If this Agreement involves design for construction, the Consultant warrants that all design documents produced or utilized under this Agreement and all construction or alterations undertaken under this Agreement will comply with all federal, state and local laws and

regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 *et seq.* and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 *et seq.*, and all regulations promulgated thereunder, *see* Illinois Administrative Code, Title 71, Chapter 1, Section 400.110. If the above standards are inconsistent, the Consultant must comply with the standard providing the greatest accessibility. Also, the Consultant must, prior to construction, review the plans and specifications to insure compliance with the above referenced standards. If the Consultant fails to comply with the foregoing standards, the Consultant must perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure.

1.18 Visual Rights Act Waiver

The Consultant/Contractor waives any and all rights that may be granted or conferred under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. § 101 *et seq.*) (the "*Copyright Act*") in any work of visual art that may be provided pursuant to this Agreement. Also, the Consultant/Contractor represents and warrants that the Consultant/Contractor has obtained a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, if any.

1.19. Equal Employment Opportunity

All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

1.20. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)

All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

1.21. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)

When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

1.22. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)

Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

1.23. Rights to Inventions Made Under a Contract or Agreement

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

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

Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to

the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

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

1.26. Debarment and Suspension (E.O.s 12549 and 12689)

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

**CONTRACT FOR SERVICES
PART III
SPECIAL CONDITIONS**

SC-01 SCOPE OF SERVICES

Contractor shall be fully responsible for developing, implementing, and managing a chemical dependency diversion Program dedicated to education of adult participants. The adult participants shall be broken down into two tiers. Tier One shall address adult participants aged 17-25. Tier Two shall address adult participants aged 26 and over. Contractor shall be responsible for all facets of the Program, including but not limited to: performing orientation and scheduling of all participants; providing chemical dependency education; negotiating with subcontracted treatment providers on fiscal and Programmatic issues; resolving identified issues; administering Program-end evaluations; reporting on the progress of the Program; and serving as the liaison between the SAO, other criminal justice entities and the Program. For purposes of all reports and communications, the Program shall be referred to as the "State's Attorney's Drug Abuse Program" (hereinafter the "Program").

SC-02 FACILITY INFORMATION

Contractor is responsible for providing the Facilities from which the Program shall be operated. Contractor shall provide, at a minimum, the facilities provided for under the previous term of this Contract as outlined in EXHIBIT B. Each facility shall be in complete compliance with all City, County and State health, safety, building and zoning regulations, including all applicable regulations of the Illinois Department of Public Health and the Illinois Department of Human Services Office of Alcoholism and Substance Abuse.

Each facility shall be large enough to serve comfortably the number of participants that will be involved in the Program. Appropriate furnishings and equipment for the Program shall be provided by Contractor.

Contractor is responsible for assuring that unlawful activities and contraband is strictly prohibited on the premises. Contractor shall also be responsible for providing security of the Facilities while the Program participants are in the Contractor's facility or on the facility premises. Where Contractor provides Program services within a public building, Contractor shall be responsible for procuring outside security forces if required by the public building's management, at no cost to the County. The SAO reserves the right to inspect Contractor's facility and/or Satellite Facilities to ensure compliance with this contract.

SC-03 CONTRACTOR'S QUALIFICATIONS

Contractor warrants that, where appropriate, Contractor and its subcontractors are licensed to offer chemical dependency behavioral services in the State of Illinois, and has performed such services in the State of Illinois for a minimum of five (5) years. Contractor further warrants that Contractor is in full compliance with the Illinois Alcoholism and Other Drug Dependency Act, 20 ILCS 305/1-101 et seq.

SC-04 PROGRAM ADMINISTRATION

A. Program Admission/Scheduling.

The SAO will develop the criteria for admission into the Program. Only the SAO has the authority to refer an individual for admission into the Program. Services to individuals who are referred to the Program by any other source, including referrals made by a circuit court judge, are not within the scope of this Contract and Contractor acknowledges that the SAO will only be liable for payment for those participants actually referred to the Program by the SAO. Once an individual is found qualified for the Program by the SAO, that individual will be sent to Contractor for participation into the Program.

Contractor shall use best efforts to schedule all participants to a Program which will commence no later than two weeks, i.e. fourteen (14) days from the date of the participant's intake session. Contractor shall perform its scheduling activities to ensure that participants who are members of minorities are assigned to groups which include at least 2-3 other members of that minority. Contractor shall schedule participants so that Program classes are evenly attended and shall maintain a logbook detailing the number of participants for each Program class provided.

B. Participant Attendance.

Attendance at each and every session of the Program is mandatory and Contractor should establish a system of taking attendance and a system for verifying proper identification of each participant. Contractor shall provide to the SAO a copy of every attendance sheet for each Program session by the next business day after such session. Contractor shall immediately report truancy or tardiness by the participant to the SAO. The only absences that will be excused shall include: death of an immediate family member; family emergency; or participant hospitalization. Proof of provided to Contractor and the SAO before such absence can be declared excused. Program Director or Contractor shall have the authority to determine whether a participant shall be reinstated in the Program.

Contractor shall, within 24 hours of date participant is required to appear or on the following business day, report to the SAO if a participant fails to attend the Program when scheduled. Contractor shall report any disruptive and/or unacceptable behavior by a participant drunkenness or other drug abuse or dependency while attending the Program. If Contractor becomes aware of any information regarding a participant which may violate the Program established by the SAO, Contractor shall immediately advise the SAO of such information so that the necessary action can be taken by the SAO. Contractor shall provide this information in the form of a written incident report which shall include the following information: name of participant, site location, time of incident and detailed narrative concerning the participant's behavior. Contractor shall transmit the incident report to the SAO Program Director within 48 business hours after the occurrence of disruptive or unacceptable behavior.

C. Program Successful Completion.

A participant successfully completes the Program by not being arrested on any new charge during the pendency of the case pursuant to which the participant has been referred to the TASC Program and by attending all required sessions. The SAO may allow an individual to remain in the Program, if that participant obtains a new charge which involves a petty offense or other

offense determined by the SAO as not constituting a violation of the Program guidelines. At successful completion of the Program, Contractor shall be responsible for providing all adult participants with criminal record expungement information and documentation.

The Program shall encourage participants to voluntarily undergo substance abuse treatment services available in Cook County. Contractor shall provide referral information to individual participants depending on the services needed or requested by the participant. Contractor is prohibited from soliciting or requiring that the participants undergo substance abuse treatment services provided by Contractor. Contractor may provide the participants with information regarding the services Contractor offers; however, no direct solicitation of Contractor's services may be conducted on the participants of the Program.

D. Program Changes.

Contractor shall not modify or revise any aspect of the established Program or the approved Standard Operating Procedures without the prior written approval of the SAO.

E. Communications with SAO

Contractor shall communicate and provide all written reports and other submissions required hereunder to the SAO's Program.

SC-05 STANDARD OPERATING PROCEDURES

At the commencement of this contract term, Contractor shall review and revise, where necessary, the Standard Operating Procedures for the Program. The revised Standard Operating Procedures shall be submitted to the SAO for review and approval.

SC-06 PROGRAM PERSONNEL

Contractor shall provide competent and well-trained personnel to perform the functions of the Program. Where required by law, all personnel working with this Program shall meet regulatory qualification requirements necessary for the work of this Contract. Neither Contractor, nor any of its subcontractors, may hire as Program personnel any individual who was previously employed by the SAO, without the prior consent of the SAO. The SAO reserves the right to inspect Contractor's records to verify that the persons assigned to work under this Contract have qualifications which conform to the requirements set forth in this Contract.

A. Staffing Functions and Minimum Qualifications.

1. Program Supervisor. Contractor shall provide one professional full-time individual who shall be assigned to the Contract and who is responsible for assuring that Contractor is in full compliance with all the terms and conditions of the contract. The Program Supervisor shall be responsible for maintaining direct communications with the SAO and submitting the reports as required under the Contract. The Program Supervisor shall, on a quarterly basis, perform quality assurance evaluations regarding the performance of its subcontractors and shall report such findings to the SAO. The Program Supervisor shall have specific training in behavioral health services and have a minimum of five (5) years management experience with a community-based or hospital-based substance abuse

treatment Program.

Contractor shall not change the assigned Program Supervisor for the entire term of this Contract unless the assigned Program Supervisor is not able to perform his or her assigned function as described in this Contract, in which case Contractor shall promptly give written notice thereof to the SAO and furnish an alternate individual for replacement, which alternate individual shall be acceptable to the SAO. In the event the SAO is not satisfied with the performance of the Program Supervisor, the SAO shall have the right to request removal of the Program Supervisor in accordance with General Condition GC-15, Personnel.

2. Intake and Orientation Services. Contractor shall provide personnel to conduct intake and orientation services for all participants. These services shall include: advising and informing participants of all Program requirements, rules and regulations; scheduling and informing each participant of date, time and location of the Program; providing written materials/brochures explaining the Program to each participant; and completing all necessary forms for participation within the Program.

Contractor shall transmit, via facsimile, the daily intake information to the SAO's Program Director upon completion of daily orientation and scheduling services as available throughout the day for adult intake. Program scheduling and orientation services for participants will be performed at Contractor's primary and satellite offices including but not limited to these offices located at 1500 North Halsted, Chicago, Illinois, 2240 West Ogden Avenue, Chicago, Illinois, the Criminal Division Courthouse at 2600 S. California Avenue, Chicago, Illinois and at various criminal courts throughout the County, according to an assigned schedule.

3. Counselors/Group Discussion Leaders. Contractor shall provide individuals who are responsible for leading drug education sessions and consulting with outside drug abuse agencies when necessary. Contractor shall provide foreign language and sign language interpreters when a participant requires such services. The Counselors and Group Discussion Leaders shall have a minimum of three or more years with specialized drug abuse training and counseling experience.

SC-07 PROGRAM MEETINGS

The Program Supervisor and the SAO shall meet at least once per month to discuss the progress of the Program. At the SAO's sole discretion, said meetings shall be attended by additional TASC representatives whose presence is requested by the SAO.

SC-08 EQUIPMENT AND SUPPLIES

Contractor shall have full responsibility for supplying all equipment and supplies used in connection with the Contract. All equipment and supplies used in the provision of educational services, including but not limited to reading materials and video tapes, shall be of high quality and current in time. All equipment and office furniture previously purchased by Contractor with County funds shall remain County property and shall be maintained in good condition by Contractor. The SAO shall make periodic inspections of such equipment and office furniture. Upon expiration or termination of this Contract,

Contractor shall return all such equipment and office furniture to the County in good condition.

SC-09 REPORTS AND RECORDS

A. Reports.

1. **Monthly Reports.** Contractor shall submit monthly written reports which shall include the following information: (a) general description of the progress of the Program; (b) upcoming strategic goals of the Program; (c) recommendations to modify and enhance the Program; (d) problems encountered by Contractor; (e) number of participants referred within that month (number to be provided by the SAO Program Director); (f) number of intakes completed by Contractor; (g) Number of participants attending second session; (h) average length of time between intake and first scheduled session; and (i) number and type of outcomes from the Program. When possible, items (f), (g), and (i) shall be sorted by the Courthouse from which the referral originated. Monthly reports shall be submitted to the SAO Program Director according to the Standard Operating Procedures.

2. **Quarterly Reports.** Contractor shall prepare a participant demographic report on a quarterly basis. This report shall include the following information: (a) age range of participants; (b) ethnicity breakdown of participants; (c) gender of participants; (d) education level of participants; (e) primary language of participants; (f) employment status of participants; (g) charge/offense categories of participants; and (h) site of referral by courthouse.

The SAO may from time to time request additional information or reports related to the Program. Quarterly reports shall be submitted on the following dates: March 15th, June 15th, September 15th and December 15th. Contractor is responsible for developing a standardized reporting format, which shall be submitted to the SAO for review and approval prior to submission of the first quarterly report. SAO may withhold Contractor's payments if all necessary reports are not timely submitted.

3. **End Program Survey Analysis.** Contractor shall review and analyze the end Program surveys which are completed by the Program participants and provide the SAO with a summary report of the results of such surveys. Contractor shall prepare a standard summary report form for the SAO's review and approval prior to submission of its monthly summary report. The summary report shall be prepared on a monthly basis and shall address the Survey results of the Program cycles concluded during the previous month. Contractor shall attach to the summary report a copy of all completed end Program surveys.

B. Records.

Contractor shall maintain records on each participant in the Program. Such records shall include: attendance records; other services provided by Contractor to the participant; and end-Program evaluations conducted by Contractor. All records shall be kept confidential pursuant to General Condition GC-17 and in accordance with the Juvenile Court Act of 1987 (705 ILCS 40/1-1 et seq.) and federal confidentiality laws and regulations (42 U.S.C. § 290dd-2, 290ee-3; 42 C.F.R. Part 2).

SC- 10 HEALTH AND SAFETY

The importance of safety for all workers and participants shall be recognized and accident prevention shall be an integral part of Contractor's operations. Contractor shall conduct the work of the Contract in a safe and practical manner.

SC- 11 INSPECTION OF SERVICES

All services provided by Contractor or which are Contractor's responsibility shall be subject to inspection by the SAO. Contractor shall provide full cooperation with any inspection directed by the SAO to determine Contractor's conformity with this Contract. All inspections by SAO shall be made in such a manner as not to interfere unduly with or delay the work of Contractor. Inspections by the SAO may include inspections by the State Board of Health or any other agency or party authorized or directed by the SAO to inspect the Facilities.

SC-12 COMPLIANCE WITH LAWS

This Special Condition modifies GC-18, Compliance with the Laws, by the addition of the following: Contractor shall comply with the applicable provisions of the Illinois Alcohol and Other Drug Dependency Act (20 ILCS 305/1-101 et seq.), relevant provisions of the Juvenile Court Act of 1987 (705 ILCS 405/1-1 et seq.) and federal confidentiality laws and regulations (42 U.S.C. § 290dd-2, 290ee-3; 42 C.F.R. Part 2).

SC-13 INSURANCE

This section replaces General Condition GC-03, Insurance: Contractor shall purchase and maintain during the term of the contract insurance coverage which will satisfactorily insure against claims and liabilities which could arise because of Contractor's performance or obligations under the Contract. Contractor shall furnish the County with certificates describing its policies of insurance. Such certificates shall specify that no such policies of insurance may be canceled, modified or terminated by Contractor unless the County shall have been given 30 days advance written notice. The County shall further be entitled to notice from Contractor if such policies of insurance are not renewed upon expiration during the term of the Contract. Such insurance shall include, but not be limited to, Workers' Compensation and Employer's Liability, Auto Liability, Comprehensive Commercial General Liability, including broad form Contractual and Product Liability. The provisions of this paragraph shall not be deemed to limit the liability of Contractor hereunder or to limit any rights that Contractor or the County may otherwise have.

The County self-insures for liability. Any County liability arising under the contract may, at the County's election, be covered by its self-insurance Program or the County may elect to purchase liability insurance.

SC-14 INDEMNIFICATION

This section replaces General Condition GC-05, Indemnification: The Contractor covenants and agrees to indemnify and save harmless the SAO and 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 SAO and the County as hereinabove provided.

SC-15 PRICES FIRM

All prices provided for in this Agreement shall be firm and will not be subject to increase during the term of the Agreement, except as otherwise provided within the Agreement.

SC-16 TRANSITION AND CONTINUITY OF SERVICE ON EXPIRATION OF CONTRACT

Continuity of service is critical to the SAO. Contractor recognizes this fact and upon expiration of the term of the Contract or upon termination, Contractor agrees to furnish phase-in training to SAO's new Contractor; exercise best efforts and cooperation for an orderly and efficient transition to a new contractor; and negotiate in good faith with the successor to determine the nature and extent of the phase-in, phase-out services required. Training services to a new Contractor will be provided by Contractor at no additional cost so long as such services are rendered during the term of this Agreement; however if such services are rendered after the termination of this Agreement, Contractor shall be compensated for such training services separately. Contractor shall provide sufficient experienced personnel during the phase-in/phase-out period to ensure that the services called for in the contract are maintained at the required level of proficiency. Contractor shall be free to negotiate with the successor contractor as to any terms and conditions for sale or transfer of ownership of Contractor owned equipment and/or supplies.

SC-17 RECEIPT OF GRANT FUNDS DURING CONTRACT TERM

In the event that any grant funds are obtained by Contractor which may be used in connection with this Agreement, the SAO shall benefit from Contractor's receipt of such grant funds and shall be entitled to a credit off the contract price for grant funds received by Contractor or any of its subcontractors.

[END OF SECTION]

CONTRACT NO: 11-45-99

EXHIBIT A

OFFICE OF THE STATE'S ATTORNEY

CONTRACTS

ITEM #30

APPROVED

Transmitting a Communication, dated April 12, 2011 from

ANITA ALVAREZ, Cook County State's Attorney

by

MICHELE V. LATZ, Chief of the Administrative Services Bureau, State's Attorney's Office

requesting authorization for the Purchasing Agent to enter into a contract with Treatment Alternatives for Safe Communities, Inc. (TASC), Chicago, Illinois, for the State's Attorney's Office Drug Abuse Program, a drug diversion and education program for non-violent adult drug offenders with limited criminal backgrounds.

All previous agreements for this program have had contract periods concurrent with Cook County's fiscal year. Although our last agreement expired November 30, 2010, we were unable to immediately renew it due to the uncertain nature, at that time, of funding in the 2011 budget. At the suggestion of the Purchasing Agent we are requesting that, if approved, the new twelve month agreement begin June 1, 2011, and will request approval of payment for services received in the interim at a subsequent Board Meeting. By shifting the contract period to begin mid-year we hope to assist the budget process and avoid future lapses in the agreement.

Reason: As the State of Illinois designated agency for court treatment programs as a condition of probation, TASC is the only authorized agent to act as an intermediary. By contracting with TASC to administer this program there is a consistency between the State's Attorney's Office's intervention program and the various court mandated programs available throughout the system. This contract will ensure continuity of service to participants. TASC has consistently met or exceeded all performance goals set up by the State's Attorney's Office.

Estimated Fiscal Impact: \$702,034.00 (FY 2011 - \$351,017.00; and FY 2012 - \$351,017.00). Contract period: June 1, 2011 through May 31, 2012. (250-260 Account). Requisition No. 12500018.

Approval of this item would commit Fiscal Year 2012 funds.

* * * * *

EXHIBIT B
STATEMENT OF WORK

TASC, Inc.
Statement of Work
Cook County State's Attorney's Office
State's Attorney's Drug Abuse Program (SADAP)
December 1, 2010- November 30, 2011

I. Direct service Delivery

Under this agreement with the Cook County State's Attorney's office, TASC will provide the following services for the State's Attorney's Drug Abuse Program (SADAP) during this contract period:

- * Intake and orientation of eligible offenders
- * Co-location and availability for intake and orientation services at identified courthouses in accordance with a mutually agreed upon schedule between the SAG and TASC. The schedule of co-location services will be jointly reviewed quarterly and updated as necessary and appropriate. The designated courthouses for co-locations included: Districts 2,3,4,5, and 6 (Skokie, Rolling Meadows, Maywood, Bridgeview, and Markham); The Criminal Courts Building at 26th/ California: and the five city-based Branch Courts (111th Street, 51st/ Wentworth, Harrison & Kedzie, Grand & Central, Belmont & Western).
- * Scheduling the 1st group education session to occur based on available sessions.
- * Facilitating Program completion rates as follows:
 - * Tier I adult participants-70%
 - * Tier II adult participant-75%
- * Transmitting a list of all completed intakes to the SAO's Program Director monthly.
- * Tracking of attendance at all required group education sessions for program participants. TASC will provide copies of all attendance sheets for each session to SAO.
- * Reporting non-compliance and program termination within 2 business days of such activity.
- * Facilitating program re-instatements for participants determined to have a valid excuse (i.e. death of an immediate family member, family emergency, participant's hospitalization) for each session absence.
- * Providing referral information for additional substance abuse treatment services as requested by individual participants.
- * Administering consumer satisfaction surveys at the point of program completion.
- * Providing 10 hours of group drug-education for adult participants through sub-contractual services with treatment providers licensed by Illinois department of Human services' Office of Alcoholism and Substance Abuse (DHS/OASA).

- * Group services are to be divided into two types, determined by age of participant at time of program intake, in order to provide age-appropriate education services. Tier I shall address participants ages 17-25 and Tier II shall address participants ages 26 and older.

II. Program Administration

TASC will provide overall management of Program services, including the Following.

- * Employing, supervising and managing all direct service and supervisory program staff.
- * Coordinating and managing services with sub-contracted service agents (i.e. negotiation and resolution regarding fiscal and programmatic issues, utilization management, quality review functions, and semi-annual status meetings).
- * Developing and maintaining a current Standard Operating Procedures (SOP) describing specific program activities.
- * Serving as liaison between the SAO, other criminal justice entities and the program sub-contractors.
- * Providing and/or arranging for facilities from which the Program shall be operated.
- * Quarterly meeting with SAO Director, Program administrator, Program Supervisor, and Sub-Contracting Agency Administrator(s).
- * Maintaining records on each program participant, including attendance records, other services provided to the participant, any re-instatement activities, and Program completion status. Records may be maintained electronically. All records shall be kept confidential pursuant to federal confidentiality laws and regulations, 42 C.F.R., Part 2.
- * Reporting on the progress of the Program, including:
 - Monthly Program Reports including:
 - a.) general description of the progress of the Program;
 - b.) upcoming strategic goals of the Program;
 - c.) recommendations to modify and enhance the program;
 - d.) problem/barriers encountered and suggestions for overcoming such barriers
 - e.) number of participants referred within that month (number to be provided by the SAO Program Director);
 - f.) number if intake completed;
 - g.) average length of time between intake and first scheduled session; and
 - h.) number and type of terminations from the Program.
 - i.) Participants drug choice
- * Meeting at least monthly with SAO to discuss the progress of the Program.

III. Terms of Payment

TASC will submit invoices of the SAO on a monthly basis for all expenses actually incurred in the attached **Expense Itemization**. The Cook County State's Attorney's Office will reimburse TASC, Inc. for a one-year period from December 1, 2010 through November 30, 2011 for all services described above, including direct services, availability, co-location in the various-criminal courts throughout Cook County, education, information system management, and coordination and management of sub-contracted education providers.

Billing for this period shall be billable by services as follows:

- * Management fee;
- * Adult Education-Tier I
- * Adult education-Tier II

Itemized monthly invoices shall be submitted, including the number of each Education service provided, to:

Director, Drug treatment & Programs Cook
County State's Attorney's Office
2600 S. California Avenue
Criminal Courts Building Rm.14B20
Chicago Illinois 60608

CONTRACT NO: 11-45-99

EXHIBIT C

TASC, Inc.
States' Attorney's Drug Abuse Program
Budget
December 1, 2010 through November 30, 2011

Personnel	Salary	FTEs	Total
SADAP Supervisor	37,142	1	37,142
Intake Specialist	25,452	3.6	91,627
Senior Intake Specialist	28,880	1	<u>28,880</u>
Subtotal			157,649
Fringe Benefits @ 24%			<u>37,836</u>
Total Personnel			<u>195,485</u>
Travel			
Local Travel	5.6 FTEs @ 75 mi/mo @ 0.48 x 12 mos.		<u>2,419</u>
Subtotal			<u>2,419</u>
Supplies			
Office Supplies	5.6 FTEs @ 30/mo. x 12 mos.		2,016
Postage			<u>480</u>
Subtotal			<u>2,496</u>
Other			
Occupancy	Space for 5.6 workstations, utilities, and janitorial		29,303
Equipment leases/maintenance	\$479.58/month x 12 mos.		5,755
Telecommunications	\$133.67/month x 12 mos.		<u>1,604</u>
Subtotal			<u>36,662</u>
Gateway			<u>360,000</u>
Direct On-going Cost Total:			597,062
Indirect @ 28.6%			<u>104,972</u>
Grand Total			<u><u>702,034</u></u>
Gateway Subcontract			360,000
TASC Management Fee			<u>342,034</u>
Grand Total			<u><u>702,034</u></u>

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

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

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

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

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

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

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

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

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

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

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

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

"Lobbyist" means any person or entity who lobbies.

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

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

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

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

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

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

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

MBE/WBE UTILIZATION PLAN
Section 1

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

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

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

II. Direct Participation of MBE/WBE Firms

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

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

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

II. Indirect Participation of MBE/WBE Firms

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

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

MBE/WBE Firm: Jennco Maintenance

Address: 2838 N. Menard Ave.

E-mail: jenncomaintenance@yahoo.com

Contact Person: Anna Ptaszynski Phone: 773-413-7300

Dollar Amount Participation: \$ 7,320

Percent Amount of Participation: _____ 1 %

*Letter of Intent attached? Yes _____ No X

*Letter of Certification attached? Yes _____ No X

MBE/WBE Firm: Hennessy Design Group

Address: 2117 W. Charleston St.

E-mail: clare@hennessydesign.com

Contact Person: Clare Hennessy Phone: 773-281-0380

Dollar Amount Participation: \$ 4,200

Percent Amount of Participation: _____ 1 %

*Letter of Intent attached? Yes _____ No X

*Letter of Certification attached? Yes _____ No X

Attach additional sheets as needed.

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

II. Indirect Participation of MBE/WBE Firms

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

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

MBE/WBE Firm: Northshore Printers

Address: 535 S. Sheridan Rd.

E-mail: _____

Contact Person: Amie Callahan Phone: 847-623-0037

Dollar Amount Participation: \$ 6,000

Percent Amount of Participation: _____ 1 %

*Letter of Intent attached? Yes _____ No X

*Letter of Certification attached? Yes _____ No X

MBE/WBE Firm: All Points Security

Address: 2122 E. 71ST Street

E-mail: _____

Contact Person: Sharon Benson Phone: 773-667-9266

Dollar Amount Participation: \$ 5,948

Percent Amount of Participation: _____ 1 %

*Letter of Intent attached? Yes _____ No X

*Letter of Certification attached? Yes _____ No X

Attach additional sheets as needed.

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

II. Indirect Participation of MBE/WBE Firms

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

MBE/WBE Firm: Jennco Maintenance

Address: 2838 N. Menard Ave.

E-mail: jenncomaintenance@yahoo.com

Contact Person: Anna Ptaszynski Phone: 773-413-7300

Dollar Amount Participation: \$ 7,320

Percent Amount of Participation: _____ 1 %

*Letter of Intent attached? Yes X No —

*Letter of Certification attached? Yes X No —

MBE/WBE Firm: Hennesy Design Group

Address: 2117 W. Charleston St.

E-mail: clare@hennesydesign.com

Contact Person: Clare Hennesy Phone: 773-281-0380

Dollar Amount Participation: \$ 4,200

Percent Amount of Participation: _____ 1 %

*Letter of Intent attached? Yes X No —

*Letter of Certification attached? Yes X No —

Attach additional sheets as needed.

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

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MBE/WBE Firm: Northshore Printers

Address: 535 S. Sheridan Rd.

E-mail: _____

Contact Person: Amie Callahan Phone: 847-623-0037

Dollar Amount Participation: \$ 6,000

Percent Amount of Participation: _____ 1%

*Letter of Intent attached? Yes X No _____

*Letter of Certification attached? Yes X No _____

MBE/WBE Firm: All Points Security

Address: 2122 E. 71ST Street

E-mail: _____

Contact Person: Sharon Benson Phone: 773-667-9266

Dollar Amount Participation: \$ 5,948

Percent Amount of Participation: _____ 1%

*Letter of Intent attached? Yes X No _____

*Letter of Certification attached? Yes X No _____

Attach additional sheets as needed.

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

II. Indirect Participation of MBE/WBE Firms

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

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

MBE/WBE Firm: Fricold

Address: 4000 West North Ave.

E-mail: _____

Contact Person: Sergio Suarez Phone: 708-681-1222

Dollar Amount Participation: \$ 18,060

Percent Amount of Participation: _____ 3 %

*Letter of Intent attached? Yes X No _____

*Letter of Certification attached? Yes X No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

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

COOK COUNTY LETTER OF INTENT
(Section 2)

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

Contract Title & Number: States Attorney Drug Abuse Program

From: Jennco Maintenance
(MBE/WBE Firm)

To: TASC, Inc. and the County of Cook
(Bidder/Proposer Firm)

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

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

Description of Service/Supply/Project	Fee/Cost
1. <u>Janitorial Services</u>	<u>\$ 7,320</u> <u>1</u> %
2. _____	<u>\$</u> _____ %
3. _____	<u>\$</u> _____ %
4. _____	<u>\$</u> _____ %
Total: <u>\$</u> _____ %	

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

Upon Penalty of perjury, I ANNA PRASZYNSKI (print name)

the PRESIDENT (title) and duly authorized representative

of the JENCO MAINTENANCE SERVICE INC (MBE/WBE firm) affirm

that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be

supplies/performed for the above indicated total dollar amount \$ 7,320 which represents the

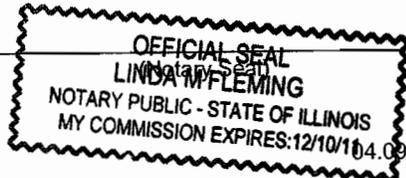
above indicated total percentage 1 % for the contract amount \$ 702,034.

[Signature]
(Signature of affiant)

4/15/2011
(Date)

Subscribed and sworn to before me this 15TH day of APRIL, 2011

[Signature]
(Notary's Signature)



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

Upon penalty of perjury, Roy H. Fesmire (print name),
the Vice President & CFO (title) and duly authorized
representative of TASC, Inc. (Bidder Proposer firm),

affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will
be supplied/performed for the above indicated total dollar amount \$ 7,320, which represents the
above indicated total percentage 1 % for the contract amount \$ 702,034.

[Signature]
(Signature of affiant)

7, 20, 11
(Date)

Subscribed and sworn to before me this 20th day of APRIL, 20 11.

[Signature]
(Notary's Signature)



Vendor Information



Vendor Information

Business Name **Jennco Maintenance Service, Inc.**
 Owner **Anna Ptaszynski**
 Address **8630 Fullerton Avenue**
 > [Map This Address](#) **River Grove, IL 60171-1862**
 Phone **708-583-9603**
 Fax **708-395-5136**
 Email **jenncomaintenance@comcast.net**
 Website

Certification Information

Certifying Agency **City of Chicago**
 Certification Type **WBE - Women Business Enterprise**
 Certification Date **3/13/2009**
 Renewal Date **6/30/2010**
 Expiration Date **2/1/2011**
 Certified Business Description **Janitorial Services**

Commodity Codes

Code	Description
NIGP 91039	Janitorial/Custodial Services

Customer Support

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[Print This Page](#)

3127441234

dept of procurement

02:35:32 p.m. 03-25-2011

7/2



CITY OF CHICAGO
OFFICE OF COMPLIANCE

March 25, 2011

Anna Ptaszynski
Jennco Maintenance Services Inc.
2838 N. Menard Ave.
Chicago, IL 60634

Dear Ms. Ptaszynski:

Your application for certification as Women Owned Business Enterprises (WBE) and is being reviewed. On March 1, 2011, this agency requested additional information from your firm to be submitted within fifteen (15) calendar days from the receipt of the letter. To date we are in need of the following information:

1. Please provide applicable NAICS Codes along with descriptions that correspond to each commodity/service for which you are seeking certification.
2. *Signed and dated* IRS Form 4506-T completed for Jennco Maintenance Services Inc.

The Office of Compliance cannot complete its review of your application until the additional information is received. You are granted ten (10) calendar days from the receipt of this letter to submit the requested information. Should you have any problems providing this information, please contact:

Office of Compliance
Supplier Diversity Program
Attn: Supplier Diversity
333 South State Street Suite 320 - SB
Chicago, IL 60604

Failure to timely submit the additional documentation will inactivate your request for certification with the City of Chicago. Once your file has been closed, your firm must reapply for certification with the City of Chicago and submit another certification application with supporting documentation and another \$250.00.

Sincerely,

The Office of Compliance

City of Chicago - Office of Compliance



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)
<http://www.cityofchicago.org>

March 13, 2009

Anna Ptaszynski, President
Jennco Maintenance Service
8630 Fullerton Avenue
River Grove, Illinois 60177

Annual Certificate Expires: **February 1, 2010**
Vendor Number: **50099601**

Dear Ms. Ptaszynski:

Congratulations on your continued eligibility for certification as a WBE by the City of Chicago. This WBE certification is valid until **February 1, 2011**; however your firm must be re-validated annually. Your firm's next annual validation is required by **February 1, 2010**.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days prior** to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

Janitorial Services

Your firm's participation on City contracts will be credited only toward WBE goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward WBE goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,

Mark Hands
Managing Deputy Procurement Officer

MH/emc



COOK COUNTY LETTER OF INTENT
(Section 2)

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

Contract Title & Number: States Attorney Drug Abuse Program

From: Fri-Cold
(MBE/WBE Firm)

To: TASC, Inc. and the County of Cook
(Bidder/Proposer Firm)

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

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

<u>Description of Service/Supply/Project</u>	<u>Fee/Cost</u>	
1. <u>Cooling and Heating Services</u>	<u>\$ 18,060</u>	<u>3 %</u>
2. _____	<u>\$ _____</u>	<u>%</u>
3. _____	<u>\$ _____</u>	<u>%</u>
4. _____	<u>\$ _____</u>	<u>%</u>
Total:		<u>\$ 18,060</u> <u>%</u>

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

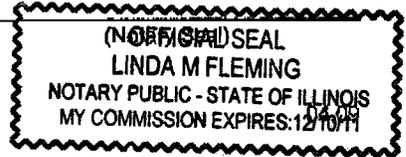
Upon Penalty of perjury, I Javier Aceves (print name)
the Manager (title) and duly authorized representative
of the Fricold Heating & Cooling (MBE/WBE firm) affirm

that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be
supplies/performed for the above indicated total dollar amount \$ 18,060 which represents the
above indicated total/percentage 3 % for the contract amount \$ 702,034

[Signature]
(Signature of affiant) 4, 11, 2011
(Date)

Subscribed and sworn to before me this 11TH day of APRIL, 2011

[Signature]
(Notary's Signature)



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

Upon penalty of perjury, Roy H. Fesmire (print name),
the Vice President & CFO (title) and duly authorized
representative of TASC, Inc. (Bidder Proposer firm),

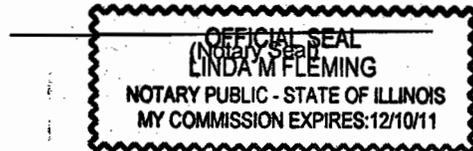
affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will
be supplied/performed for the above indicated total dollar amount \$ 18,060, which represents the
above indicated total percentage 3 % for the contract amount \$ 702,034.

[Signature]
(Signature of affiant)

4, 20, 11
(Date)

Subscribed and sworn to before me this 20TH day of APRIL, 2011.

[Signature]
(Notary's Signature)



Post-it® Fax Note	7671	Date	4-15-11	# of pages	3
To	Linda	From	JUDY		
Co./Dept.	TASC	Co.	FRICOLD		
Phone #		Phone #			
Fax #	312-787-8214	Fax #			

FILE

mailed 4.14.11

**OFFICE OF CONTRACT COMPLIANCE
MBE/WBE
NO CHANGE AFFIDAVIT**

Instructions: This form must be completed in full. Where a question does not apply, please write "N/A". All documents listed on page two (2) must be submitted. All individuals whose socio- and economic status is relied upon must sign the document and the Affidavit must be notarized.

Please check applicable box(es): MBE WBE

Name of Firm: Fricold Heating and Cooling

Address: 4000 W North Ave.

City/State/Zip Code: Stone Park, IL 601165

Telephone Number: (708) 681-1222 Fax Number: (708) 681-3523

E-mail: admin@fricold.com Website: www.fricold.com

Contact Person: Mary Suarez Title: Owner



1. Current number of employees of the firm, (including all affiliates and subsidiaries).
Full time 8 Part time 2

2. Since your last certification, have any of the following changed? If yes to any of the following, submit supporting documentation and/or copy of resolutions detailing all changes, identifying the individuals by ethnicity and gender.

- | | | | | |
|--|-----|--------------------------|----|-------------------------------------|
| A. Owners/Partners/Members: | Yes | <input type="checkbox"/> | No | <input checked="" type="checkbox"/> |
| B. Officers: | Yes | <input type="checkbox"/> | No | <input checked="" type="checkbox"/> |
| C. Directors/Managers: | Yes | <input type="checkbox"/> | No | <input checked="" type="checkbox"/> |
| D. Address: | Yes | <input type="checkbox"/> | No | <input checked="" type="checkbox"/> |
| E. Area of Specialty: | Yes | <input type="checkbox"/> | No | <input checked="" type="checkbox"/> |
| F. Good Standing with the Illinois Secretary of State: | Yes | <input type="checkbox"/> | No | <input checked="" type="checkbox"/> |

3. List the amount of annual gross receipts for the last three (3) fiscal years:

Year Ending: <u>2010</u>	Year Ending: <u>2009</u>	Year Ending: <u>2008</u>
Gross Receipts: <u>\$823,117</u>	Gross Receipts: <u>\$986,799</u>	Gross Receipts: <u>\$868,772</u>

4. Since your last certification, identify any owner or management official of the applicant firm who has an ownership interest in any other firm. Provide information as to owner's title, address of firm, percent of ownership and product or service of the other firm.

Owner/Partners/ Members	Name and Address of Other Firm	Title in Other Firm	% of Ownership	Product or Services of Other Firm
Sergio+Mary Suarez	Los Comales 210 W. Lake Helm, TX	President/Vice President	50%/50%	Restaurant
Sergio+Mary Suarez	Los Comales 905 Dundee Rd Flam	President/Vice President	50%/50%	Restaurant
Sergio+Mary Suarez	El Estadio 211 S.W. Lake Helm, TX	President/Vice President	50%/50%	Billiards

SUBMISSION OF THE FOLLOWING DOCUMENTS ARE REQUIRED FOR CONTINUING MBE/WBE CERTIFICATION:

1. Affidavit must be signed by ALL individuals whose socio- and economic status is relied upon for certification. Affidavit must be notarized.
2. Signed copy of Federal Corporate Income Tax Return, including all schedules.
3. Signed copy of Federal Individual Income Tax Return, including all schedules for all individuals owning 51% or more of firm.
4. Current License(s)
5. Owner's Personal Net Worth Statement for Construction Firm (if applicable)

NOTE: For any additional specialty area you wish to apply in which you were not previously certified, submit the necessary documentation, (licenses, resumes, previous contracts, etc.) demonstrating ability to perform a commercially useful function in such area(s).

If you have any questions, please contact the Office of Contract Compliance at (312) 603-5502

Affidavit

I/We swear there have been no changes in the circumstance of (Firm) Fricold Heating Cooling affecting its ability to meet the minority and/or woman owned status. There have been no material changes in the information provided in the certification application, except for any changes which have been reported to the Office of Contract Compliance.

The undersigned swears that the foregoing statements are true and current and include all information necessary to identify and explain the operation of (Firm) Fricold Heating Cooling as well as the ownership thereof. The owner also affirms that the minority and/or woman owned interest in the business constitute majority control over business operations. Furthermore, the undersigned agrees to site visits and will provide upon request current, complete and accurate information regarding actual work performed on any project, the payment thereof and any proposed changes, of the foregoing arrangements and to permit the audit and examination of books, records and files of the named firm.

We understand and acknowledge that to fraudulently obtain or retain certification or public monies, to willfully make a false statement to an official for the purpose of influencing certification eligibility or to obstruct or impede an official or employee who is investigating the qualification of business which has requested certification qualifies as a Class 2 felony subject to Prosecution under 720 ILCS 5/33C of the Criminal Code of the State of Illinois. ANY MATERIAL MISREPRESENTATION OF THE INFORMATION IN THIS DOCUMENT WILL BE GROUNDS FOR: (1) DE-CERTIFICATION/REMOVAL OF ELIGIBILITY; (2) DEBARMENT; (3) TERMINATING ANY CONTRACT WHICH MAY BE AWARDED; AND/OR (4) INITIATING ACTION UNDER FEDERAL OR STATE LAWS CONCERNING FALSE STATEMENTS.

It shall be the duty of all county employees, officials, agents, contractors, sub-contractors, licensees, grantees or persons doing business seeking County contracts, to cooperate with the Office of the Independent Inspector General (OIIG) in the conduct of investigations undertaken pursuant to this division. It shall be unlawful for any person subject to this section to refuse to cooperate with the (OIIG) as required by this section. The penalty for such violation shall be governed by Section 2-291 of the County's OIIG Ordinance.

All qualifying owners must sign below:

Signature of Owner, Title: [Signature] Date: 4.12.11
Signature of Owner, Title: [Signature] Date: 4.12.11
Signature of Owner, Title: _____ Date: _____

Notary Seal: Subscribed and sworn to before me this 12th day of April 2011
Signed: Roberta Rivera
Notary Public in and for the County of DuPage State: IL
My Commission expires: 3/9/15



Return this Affidavit to:
Office of Contract Compliance
118 N. Clark Street, Room 1020
Chicago, IL 60602

FOR OFFICE USE ONLY

Table with 3 columns: CHECK THE APPROPRIATE BOX FOR EACH OF THE FOLLOWING, YES, NO. Rows A-E describe various document requirements.

THE BOARD OF COMMISSIONERS

TODD H. STROGER

PRESIDENT

EARLEAN COLLINS
ERT STEELE
J BUTLER
LIAM M. BEAVERS
DEBORAH SIMR
JOAN PATRICIA MURPHY
JOSEPH MARIO MORENO
ROBERTO MALDONADO

1st Dist.	PETER N. BAYESTRI	8th Dist.
2nd Dist.	MIKE QUIGLEY	10th Dist.
3rd Dist.	JOHN P. DALEY	11th Dist.
4th Dist.	FORREST CLAYPOOL	12th Dist.
5th Dist.	LARRY SUFFREDIN	13th Dist.
6th Dist.	BRAND GOSLIN	14th Dist.
7th Dist.	TIMOTHY O. SCHNEIDER	15th Dist.
8th Dist.	ANTHONY J. PENALBA	16th Dist.
	ELIZABETH ANN DODDY GORMAN	17th Dist.

COOK COUNTY
OFFICE OF CONTRACT COMPLIANCEBETTY HANCOCK PERRY
DIRECTOR

118 North Clark Street, Room 1020
Chicago, Illinois 60602-1304
E-MAIL: bhperry@cookcounty.gov.com
TEL (312) 603-5502
FAX (312) 603-4547

February 11, 2009

Ms. Mary Suarez, Owner
Fricold Heating & Cooling
4000 W. North Avenue
Chicago, Illinois 60165

Annual Certification Expires:

March 31, 2010

Dear Ms. Suarez:

Congratulations on your continued eligibility for Certification as a MBE (9) by Cook County Government. This MBE (9) Certification is valid until March 31, 2011; however your firm must be revalidated annually. Your firm's ext annual validation is required by March 31, 2010.

As a condition of continued Certification during this three (3) year period, you must file a "No Change Affidavit" within sixty (60) days prior to the date of annual expiration. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance, of any change in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for Certification:

Cook County Government may commence action to remove your firm as an MBE (9) vendor if you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of your status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in Cook County's Directory of Minority Business Enterprises and Women Business Enterprises in the area(s) of specialty:

Construction: HVAC Maintenance and Repair

Your firm's participation on Cook County contracts will be credited toward MBE (9) goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward MBE (9) goals will be given only for work done in the specialty category.

Thank you for your continued interest in Cook County Government's Minority and Women Business Enterprise Programs.

Sincerely,

Betty Hancock Perry

Director

BHP/gb

Enclosed: No Change Affidavit



COOK COUNTY LETTER OF INTENT
(Section 2)

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

Contract Title & Number: States Attorney Drug Abuse Program

From: Hennessy Design Group
(MBE/WBE Firm)

To: TASC, Inc. and the County of Cook
(Bidder/Proposer Firm)

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

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

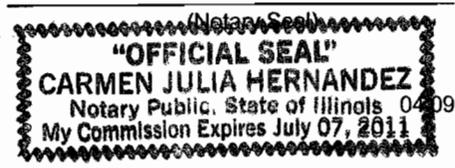
Description of Service/Supply/Project	Fee/Cost
1. <u>Designing Services</u>	<u>\$ 4,200</u> <u>1</u> %
2. _____	<u>\$</u> _____ %
3. _____	<u>\$</u> _____ %
4. _____	<u>\$</u> _____ %
Total:	<u>\$ 4,200</u> <u>1</u> %

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

Upon Penalty of perjury, I Mary Clare Hennessy (print name)
the President (title) and duly authorized representative
of the Hennessy Design Group (MBE/WBE firm) affirm
that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be
supplies/performed for the above indicated total dollar amount \$ 4,200 which represents the
above indicated total percentage 1 % for the contract amount \$ 702,034

Mary Clare Hennessy (Signature of affiant) 4, 14, 2011 (Date)
Subscribed and sworn to before me this 14 day of April, 2011

Carmen Julia Hernandez
(Notary's Signature)



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

Upon penalty of perjury, Roy H. Fesmire (print name),
the Vice President & CFO (title) and duly authorized
representative of TASC, Inc. (Bidder Proposer firm),

affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will
be supplied/performed for the above indicated total dollar amount \$ 4,200, which represents the

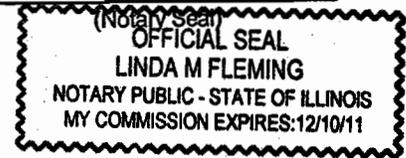
above indicated total percentage 1 % for the contract amount \$ 702,034.

[Handwritten Signature]
(Signature of affiant)

4, 20, 11
(Date)

Subscribed and sworn to before me this 20TH day of APRIL, 2011.

[Handwritten Signature]
(Notary's Signature)





hereby grants

National Women's Business Enterprise Certification

to

HENNESSY DESIGN GROUP

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's Business Development Center - Chicago, a WBENC Regional Partner Organization.


Authorized by Hedy M. Ratner, Co-President, S. Carol Dougal, Co-President
Women's Business Development Center - Chicago



Expiration Date: 08/31/2011

WBENC National Certificate Number: 242983

NAICS Codes:

UNSPSC Codes:



COOK COUNTY LETTER OF INTENT
(Section 2)

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

Contract Title & Number: States Attorney Drug Abuse Program

From: ALL POINTS SECURITY
(MBE/WBE Firm)

To: TASC, INC. and the County of Cook
(Bidder/Proposer Firm)

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

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

Description of Service/Supply/Project	Fee/Cost	
1. <u>Security Service</u>	<u>\$ 5,948</u>	<u>1 %</u>
2. _____	<u>\$ _____</u>	<u>%</u>
3. _____	<u>\$ _____</u>	<u>%</u>
4. _____	<u>\$ _____</u>	<u>%</u>
Total: \$ 5,948		1 %

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

Upon Penalty of perjury, I SHARON BENSON (print name)

PRESIDENT

the _____ (title) and duly authorized representative

of the ALLPOINTS SECURITY (MBE/WBE firm) affirm

that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be

supplied/performed for the above indicated total dollar amount \$ 5,948 which represents the

above indicated total percentage 1 % for the contract amount \$ 702,034

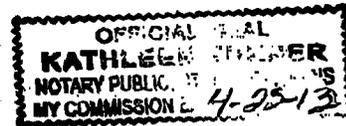
S Benson
(Signature of affiant)

4.12.2011
(Date)

Subscribed and sworn to before me this 12th day of APRIL, 2011

Kathleen Turner
(Notary's Signature)

(Notary Seal)



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

Upon penalty of perjury, Roy H. Fesmire (print name),
the Vice President & CFO (title) and duly authorized
representative of TASC, Inc. (Bidder Proposer firm),

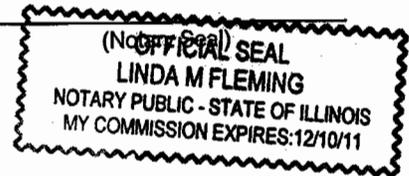
affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will
be supplied/performed for the above indicated total dollar amount \$ 5,948, which represents the
above indicated total percentage 1 % for the contract amount \$ 702,034

[Signature]
(Signature of affiant)

4, 20, 11
(Date)

Subscribed and sworn to before me this 20th day of April, 2011.

[Signature]
(Notary's Signature)



TODD H. STROGER

PRESIDENT



May 15, 2008

COOK COUNTY
OFFICE OF CONTRACT COMPLIANCE

BETTY HANCOCK PERRY
DIRECTOR

118 North Clark Street, Room 1020
Chicago, Illinois 60602-1304
E-MAIL: bherry@cookcounty.gov.com
TEL (312) 603-5502
FAX (312) 603-4547

EARLEAN COLLINS
ROBERT STEELE
JERRY BUTLER
V M BEAVERS
T SIMS
TRICIA MURPHY
JOSEPH MARIO MORENO
ROBERTO MALDONADO

1st Dist. PETER N. SILVESTRI 9th Dist.
2nd Dist. MIKE QUIGLEY 10th Dist.
3rd Dist. JOHN P. DALEY 11th Dist.
4th Dist. FORREST CLAYPOOL 12th Dist.
5th Dist. LARRY SUFFREDIN 13th Dist.
6th Dist. GREGG GOSLIN 14th Dist.
7th Dist. TIMOTHY O. SCHNEIDER 15th Dist.
8th Dist. ANTHONY J. PERAICA 16th Dist.
ELIZABETH ANN DOODY GORMAN 17th Dist.

Ms. Sharon Benson, President
Allpoints Security and Detective, Inc.
2122 East 71st Street
Chicago, IL 60649

Annual Certification Expires: June 14, 2009

Dear Ms. Benson:

Congratulations on your continued eligibility for Certification as an MBE (6) WBE by Cook County Government. This MBE (6) WBE Certification is valid until June 14, 2011; however your firm must be revalidated annually. Your firm's next annual validation is required by June 14, 2009.

As a condition of continued Certification during this three (3) year period, you must file a "No Change Affidavit" within sixty (60) business days prior to the date of annual expiration. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance, of any change in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for Certification.

Cook County Government may commence action to remove your firm as an MBE (6) WBE vendor if you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of your status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in Cook County's Directory of Minority Business Enterprises and Women Business Enterprises in the area(s) of specialty:

Armed and Unarmed Security Guard Services; Alarm Response; Mobile Patrol

Your firm's participation on Cook County contracts will be credited toward MBE (6) or WBE goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward MBE (6) or WBE goals will be given only for work done in the specialty category.

Thank you for your continued interest in Cook County Government's Minority and Women Business Enterprise Programs.

Sincerely,

Betty Hancock Perry

Director

BHP/es

Enclosed: No Change Affidavit

Revised 2/28/08



Allpoints Security
2112 E. 71st
Chicago, Illinois 60649
773-955-6700
773-667-9266 fax

ALLPOINTS SECURITY AND DETECTIVE, INC.

To: Ms. Linda Fleming From: Sharon Benson

Fax: 312-787-8214 Date: April 15, 2011

Phone: Pages: 2

Re: CC:

Urgent For Review Please Comment Please Reply Please Recycle

Ms. Fleming,

Please find the receipt for City Certification indicating that we have submitted renewal for certification

Thank you,

0422 11:15 AM
04-15-11
TIME STAMP

City of Chicago
Office of Compliance

**DBE/ACDBE/WBE/WBE/BDP
Certification
Receipt**

Application/Information Submitted By:

Vendor Name: 411points Security Detective Inc.

Address: 2112 E. 71st St. 60637

Phone: 773-955-6700

Received by: Angela Thomas

NOTES: Enclosed money order for \$257.00
TX

WHITE: Vendor Copy

YELLOW: Office of Compliance

PINK: Certification Division Copy

459749-310

COOK COUNTY LETTER OF INTENT
(Section 2)

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

Contract Title & Number: States Attorney Drug Abuse Program

From: North Shore Printers
(MBE/WBE Firm)

To: TASC, Inc. and the County of Cook
(Bidder/Proposer Firm)

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

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

Description of Service/Supply/Project	Fee/Cost
1. <u>Printing</u>	<u>\$ 6,000</u> <u>1 %</u>
2. _____	<u>\$ _____ %</u>
3. _____	<u>\$ _____ %</u>
4. _____	<u>\$ _____ %</u>
Total: <u>\$ 6,000</u> <u>1 %</u>	

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

Upon Penalty of perjury, I CHARLOTTE CULAHAN WOZNIAR (print name)
the PRESIDENT (title) and duly authorized representative
of the NORTH SHORE PRINTERS, INC. (MBE/WBE firm) affirm

that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplies/performed for the above indicated total dollar amount \$ 6,000 which represents the above indicated total percentage 1% % for the contract amount \$ 702,034.

Charlotte Culahan Wozniar
(Signature of affiant) 4, 13, 11
(Date)

Subscribed and sworn to before me this 13th day of April, 2011

Lucia Camarena
(Notary's Signature)



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

Upon penalty of perjury, Roy H. Fesmire (print name),
the Vice President & CFO (title) and duly authorized
representative of TASC, Inc. (Bidder Proposer firm),

affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will
be supplied/performed for the above indicated total dollar amount \$ 6,000, which represents the
above indicated total percentage 1 % for the contract amount \$ 702,034.

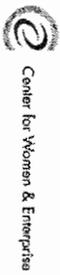
R. H. Fesmire
(Signature of affiant)

4, 20, 11
(Date)

Subscribed and sworn to before me this 20th day of APRIL, 2011.

Linda M. Fleming
(Notary's Signature)





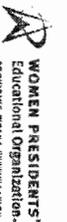
Women's Business Enterprise National Council in partnership with Women's Business Development Center - Chicago

certifies that the criteria for certification as a

Women's Business Enterprise

(WBE)
has been met by

NORTH SHORE PRINTERS INC



S. Carol Dougal
Authorized by S. Carol Dougal, Co-President



Hedy M. Ratner
Authorized by Hedy M. Ratner, Co-President,
Women's Business Development Center - Chicago

Expiration Date: 05/31/2011
Certificate Number: 239281
SIC Code(s): 2752
NAICS Codes: 323110



CITY OF CHICAGO
OFFICE OF COMPLIANCE

August 24, 2010

Amy Callahan
The North Shore Printers, Inc.
535 South Sheridan
Waukegan, IL 60085

Annual No Change Affidavit Due:

October 11, 2011

Dear Amy Callahan:

Congratulations on your continued eligibility for certification as a Women Business Enterprise (WBE) by the City of Chicago. This certification is valid until October 11, 2013.

As you know, your firm must also be re-validated annually. We extended the deadline for submitting the No-Change Affidavit to September 1st so that we might review the program for ways to streamline the process. As a result, while you will still be required to submit an annual No-Change Affidavit, we will no longer require firms to submit financial records with the Affidavit, and we will allow the Affidavit to be submitted on-line. This should improve the process for businesses and make it easier to comply with annual validation requirements. However, as part of our program improvements, we will also increase auditing activities, and you may at any time be required to submit financial records and other documents needed to support your continued eligibility.

This new process will begin in 2011. As such, your firm's next No Change Affidavit is due by October 11, 2011. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your No-Change Affidavit by August 12, 2011.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a WBE if you fail to

- file your No Change Affidavit within the required time period;
- provide financial or other records requested pursuant to an audit within the required time period; or
- notify the City of any changes affecting your firm's certification within 10 days of such change.

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely

representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

The North Shore Printers, Inc. is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

Commercial Printing Services Including Digital Offset; Printing of Yearbook, Catalog Printing, Envelopes, Postcards, Flyers, Forms, Letterheads; Die Cutting and Bindery

Your firm's participation on City contracts will be credited only toward WBE goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward WBE goals will be given only for work done in a specialty category.

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,

A handwritten signature in black ink, appearing to read "Mary E", with a stylized flourish at the end.

Mary Elliott
Acting Managing Deputy

**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)

22 % of Reduction for MBE Participation (Reduce to 3% participation)

7 % of Reduction for WBE Participation (Reduce to 3% 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) See attached

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) See attached

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) See attached

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

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

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

D. OTHER RELEVANT INFORMATION

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

TASC, Inc.
State's Attorney's Drug Abuse Program
MBE/WBE Waiver Request

TASC, Inc. is a not-for-profit agency that cannot qualify as an MBE/WBE because there are no owners of a not-for-profit agency. TASC, Inc. does make significant commitments to a diverse organizational structure. It's Board of Directors is currently comprised of 7 directors, 3 of which are African-American and 2 of which are women. Further, TASC 's executive leadership is diverse being comprised of 5 individuals, 2 of which are African-American, 1 of which is Asian-American, and 2 of which are women. TASC's staff is also diverse being comprised of 66% minorities and 66% women.

The State's Attorney's Drug Abuse Program is a personal service oriented contract requiring significant labor resources or about 80% of the contract value. Further, over 50% of the contract is required to be subcontracted to another not-for-profit agency. Economic circumstances have caused TASC, Inc. to reduce its costs.

TASC has also mentored MMH & Associates, a women-owned company. As a result MMH submitted its application for certification in February 2011. Currently, the application is still under review. A copy of the receipt is included for consideration.

TASC hereby requests a reduction in its MBE/WBE requirements to 13.5% of the contract value. This is due to the participation of another not-for-profit in more than half of the contract value and economic circumstance as indicate above.

Our plan is as follows:

Jennco	\$7,320	1%
Hennessy Design Group	4,200	1%
Northshore Printers	6,000	1%
All Point Security	5,948	1%
<u>Fri-Cold</u>	<u>18,061</u>	<u>3%</u>
Total MBE/WBE	\$41,529	6%
Total Contract Value*	\$702,034	

*TASC is required to subcontract \$360,000 of the contract value to Gateway Foundation as per the contract specifications.

RECEIVED
OFFICE OF
CONTRACT COMPLIANCE
FEB 17 AM 11:45
TIME STAMP

Cook County
Office of Contract Compliance

**WBE/MBE
Certification
Receipt**

Application / Information Submitted By:

Vendor Name: MMH & Associates, Ltd

Contact Person: Russell Barefield

Address: 737 Ridge # 1J

City: Evanston State IL Zip 60202

Telephone: 847-868-2215

Received by: Dorothy Beddard

APPLICATIONS / INFORMATION RECEIVED AFTER 3:00 P.M.
WILL BE PROCESSED AFTER 9:00 A.M. THE NEXT DAY.

cc016

WHITE: Vendor Copy YELLOW: Contract Compliance

**CERTIFICATIONS
(SECTION 4)**

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

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

**REQUIRED DISCLOSURES
(SECTION 5)**

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name	Address
None	
<hr/>	
<hr/>	
<hr/>	

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: X No: _____

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

 1500 N. Halsted Street, Chicago, IL

 2320 Roosevelt Rd., Chicago, IL

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

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

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

 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): 17-05-215-018-0000; 17-05-215-016-0000

17-05-215-017-0000; 17-18-335-032-0000

17-18-335-033-0000

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

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

COOK COUNTY 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 TASC, Inc. D/B/A: _____ EIN NO.: 36-2870923

Street Address: 1500 N. Halsted Street

City: Chicago State: Illinois Zip Code: 60642

Phone No.: 312-787-0208

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
None		

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

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

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

Name	Address	Percentage of Beneficial Interest	Relationship

Declaration (check the applicable box):

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

Roy H. Fesmire
 Name of Authorized Applicant/Holder Representative (please print or type)

Roy H. Fesmire
 Signature

rfesmire@tasc-il.org
 E-mail address

Vice President & CFO
 Title

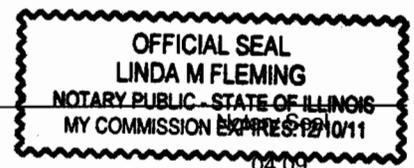
4/14/11
 Date

312-787-0208
 Phone Number

Subscribed to and sworn before me
 this 14TH day of APRIL, 2011.

Linda M. Fleming
 Notary Public Signature

My commission expires:



SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20__.

My commission expires:

X _____
Notary Public Signature

Notary Seal

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

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BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

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BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20__.

My commission expires:

X _____
Notary Public Signature

Notary Seal

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

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BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

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

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20__.

My commission expires:

X _____
Notary Public Signature

Notary Seal

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

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

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

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

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20__.

My commission expires:

X _____
Notary Public Signature

Notary Seal

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

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BUSINESS NAME: _____

BUSINESS ADDRESS: _____

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CONTACT PERSON: _____ FEIN/SSN: _____

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

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20__.

My commission expires:

X _____

Notary Public Signature

Notary Seal

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

**SIGNATURE BY A CORPORATION
(SECTION 8)**

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

BUSINESS NAME: TASC, Inc.

BUSINESS ADDRESS: 1500 N. HALSTED Street

Chicago, IL 60642

BUSINESS TELEPHONE: 312-787-0208 FAX NUMBER: 312-787-8214

CONTACT PERSON: Roy H. Fesmire

FEIN: 36-2870923 *IL CORPORATE FILE NUMBER: 50849597

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Pamela Rodriguez VICE PRESIDENT: Peter Palanca/Roy Fesmire

SECRETARY: Barbara Hillman TREASURER: Noel Dennis

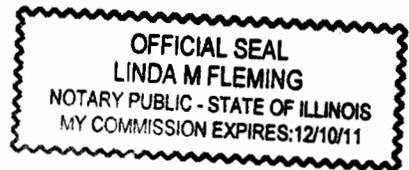
**SIGNATURE OF PRESIDENT: *Pamela Rodriguez*

ATTEST: *Barbara Hillman* (CORPORATE SECRETARY)

Subscribed and sworn to before me this
14TH day of APRIL, 2011.

Linda M. Fleming
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.

**SIGNATURE BY A CORPORATION
(SECTION 8)**

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

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CONTACT PERSON: Roy H. Fesmire

FEIN: 36-2870923 *IL CORPORATE FILE NUMBER: 50849597

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Pamela Rodriguez VICE PRESIDENT: Peter Palanca/Roy Fesmire

SECRETARY: Barbara Hillman TREASURER: Noel Dennis

**SIGNATURE OF PRESIDENT: *Pamela Rodriguez*

ATTEST: *Barbara Hillman* (CORPORATE SECRETARY)

Subscribed and sworn to before me this
14TH day of APRIL, 2011.



x *Linda M. Fleming*
Notary Public Signature

My commission expires: _____
Notary Seal

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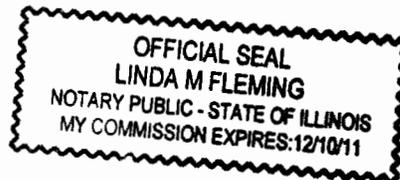
**SIGNATURE OF PRESIDENT: *Pamela Rodriguez*

ATTEST: *Barbara Hillman* (CORPORATE SECRETARY)

Subscribed and sworn to before me this

14TH day of APRIL, 2011.

Linda M Fleming
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:

Joni Przeworska

PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

Maria de Lourdes Cox

COOK COUNTY PURCHASING AGENT

John R. ...

COOK COUNTY COMPTROLLER

DATED AT CHICAGO, ILLINOIS THIS 4 DAY OF October, 20 11.

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

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

11-45-99

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 702,034.00
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:
Katherine ...

ASSISTANT STATE'S ATTORNEY