

CONTRACT NO. 11-53-028A
PROFESSIONAL SERVICES AGREEMENT
COMMUNITY INITIATIVE SEED GRANTS
BETWEEN



COOK COUNTY GOVERNMENT
COOK COUNTY JUDICIAL ADVISORY COUNCIL
AND
BUILD, INC.

PROFESSIONAL SERVICES AGREEMENT

TABLE OF CONTENTS

TERMS AND CONDITIONS.....	4
ARTICLE 1) INCORPORATION OF BACKGROUND	4
ARTICLE 2) DEFINITIONS	4
a) Definitions	4
b) Interpretation	5
c) Incorporation of Exhibits.....	5
ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT	6
a) Scope of Services.....	6
b) Deliverables	6
c) Standard of Performance	6
d) Personnel	7
e) Minority and Women's Business Enterprises Commitment.....	8
f) Insurance.....	8
g) Indemnification.....	10
h) Confidentiality and Ownership of Documents	11
i) Patents, Copyrights and Licenses	11
j) Examination of Records and Audits.....	12
k) Subcontract Subcontracting or Assignment of Contract or Contract Funds	13
ARTICLE 4) TERM OF PERFORMANCE	14
a) Term of Performance	14
b) Timeliness of Performance	14
ARTICLE 5) COMPENSATION	14
a) Basis of Payment	14
b) Method of Payment	14
c) Funding.....	15
d) Non-Appropriation	15
e) Taxes.....	15
f) Price Reduction.....	15
g) Contractor Credits.....	15
ARTICLE 6) DISPUTES.....	16
ARTICLE 7) COMPLIANCE WITH ALL LAWS.....	16
ARTICLE 8) SPECIAL CONDITIONS.....	16
a) Warranties and Representations	16
b) Ethics	17
c) Joint and Several Liability	18
d) Business Documents.....	18

e)	Conflicts of Interest	18
f)	Non-Liability of Public Officials.....	19
ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET.....		19
a)	Events of Default Defined	19
b)	Remedies	20
c)	Early Termination.....	21
d)	Suspension.....	22
e)	Right to Offset	23
f.)	Delays	23
g.)	Prepaid Fees.....	23
ARTICLE 10) GENERAL CONDITIONS		24
a)	Entire Agreement.....	24
b)	Counterparts.....	24
c)	Modifications and Amendments.....	25
d)	Governing Law and Jurisdiction.....	25
e)	Severability	25
f)	Assigns.....	26
g)	Cooperation	26
h)	Waiver	26
i)	Independent Contractor	26
j)	Governmental Joint Purchasing Agreement.....	27
ARTICLE 11) NOTICES		27
ARTICLE 12) AUTHORITY		28

Economic Disclosure Statement
Signature Pages

List of Exhibits

- Exhibit 1 Scope of Services
- Exhibit 2 Schedule of Compensation
- Exhibit 3 Evidence of Insurance

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and BUILD, INC., doing business as a Corporation of the State of Illinois, hereinafter referred to as "Consultant".

BACKGROUND

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

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

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

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

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

ARTICLE 2) DEFINITIONS

a) Definitions

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

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

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

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

"**Department**" means the Cook County Using Department.

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

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

b) Interpretation

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

c) Incorporation of Exhibits

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

Exhibit 1 Scope of Services

- Exhibit 2 Schedule of Compensation
- Exhibit 3 Evidence of Insurance

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) Scope of Services

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

b) Deliverables

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

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

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

c) Standard of Performance

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

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

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

d) Personnel

i) Adequate Staffing

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

ii) Key Personnel

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

iii) Salaries and Wages

Consultant and Subcontractors must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Consultant underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The parties acknowledge that this Section 3.4(c) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) Minority and Women's Business Enterprises Commitment

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

f) Insurance

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

i) Insurance To Be Provided

(1) Workers Compensation and Employers Liability

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

(2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must

include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability (with no limitation endorsement). Cook County is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

Subcontractors performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.6(a)(ii).

(3) Automobile Liability (Primary and Umbrella)

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

(4) Professional Liability

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

Subcontractors performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.6(a)(iv).

(5) Valuable Papers

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

ii) **Additional Requirements**

(1) Consultant must furnish the County of Cook, Cook County, Office of the Chief Procurement Officer, 118 N, Clark St., Room 1018, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Consultant must submit evidence of insurance on the County Insurance Certificate Form (copy attached as Exhibit 3) or equivalent prior to Agreement award. The receipt of any certificate does not constitute agreement by the County that the insurance requirements in this Agreement have been fully met or that the

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

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

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

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

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

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

g) Indemnification

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

h) Confidentiality and Ownership of Documents

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

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

i) Patents, Copyrights and Licenses

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

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

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for

County, at the Contractor's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Contractor shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

j) Examination of Records and Audits

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

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

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

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

are necessary to certify the nature and extent of such costs. This paragraph relating to the

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

k) Subcontract Subcontracting or Assignment of Contract or Contract Funds

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

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

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

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

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board and its term shall begin on 12/15/2012 ("Effective Date") and continue until 12/14/2013 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

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

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

ARTICLE 5) COMPENSATION

a) Basis of Payment

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

b) Method of Payment

All invoices submitted by the Contractor shall be in accordance with the cost provisions according to the Schedule of Compensation in the attached Exhibit 2. The invoices shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice, and shall be submitted together with a properly completed County Voucher form (29A). Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

c) Funding

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

d) Non-Appropriation

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

e) Taxes

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

f) Price Reduction

If at any time after the contract award, Contractor makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section 5.f., Price Reduction, a general price reduction shall include reductions in the effective price charged by Contractor by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Contractor makes in the price of the Deliverables to its prospective customers generally.

g) Contractor Credits

To the extent the Contractor gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or

services provided for under this Contract, such credits belong to the County and not any specific using department. Contractor shall reflect any such credits on its invoices and in the amounts it invoices the County.

ARTICLE 6) DISPUTES

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

ARTICLE 7) COMPLIANCE WITH ALL LAWS

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

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

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

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

- i) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;
- iv) warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and have not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County ;
- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- vi) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1; and
- vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.1 and 9.3.

b) Ethics

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

c) Joint and Several Liability

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

d) Business Documents

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

e) Conflicts of Interest

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

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

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

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

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

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

f) Non-Liability of Public Officials

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

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

a) Events of Default Defined

The following constitute events of default:

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

ii) Consultant's material failure to perform any of its obligations under this Agreement including the following:

(a) Failure due to a reason or circumstances within Consultant's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;

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

b) Remedies

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

The Chief Procurement Officer will give Consultant written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Consultant fails to effect a cure

within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Consultant must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

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

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

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

c) Early Termination

In addition to termination under Sections 9.1 and 9.2 of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Consultant. The County will give notice to

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

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

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

If the County's election to terminate this Agreement for default under Sections 9.1 and 9.2 is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.3.

d) Suspension

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

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Consultant by written notice may treat the suspension as an early termination of this Agreement under Section 9.3.

e) Right to Offset

i) In connection with performance under this Agreement:

The County may offset any excess costs incurred:

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

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

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

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

f.) Delays

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

g.) Prepaid Fees

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

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) General

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

ii) No Collateral Agreements

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

iii) No Omissions

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

b) Counterparts

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

c) Modifications and Amendments

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

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

Contractor is hereby notified that, except for modifications and amendments which are made in accordance with this Section 10.c., Modifications and Amendments, no County department or employee thereof has authority to make any modification or amendment to this Contract.

d) Governing Law and Jurisdiction

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

e) Severability

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

f) Assigns

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

g) Cooperation

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

h) Waiver

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

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

i) Independent Contractor

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

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

i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Consultant performing the Services required under this Agreement.

ii) Consultant is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.

iii) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Consultant.

j) Governmental Joint Purchasing Agreement

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

ARTICLE 11) NOTICES

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

If to the County: Cook County Judicial Advisory Council
69 West Washington, Room 1110
Chicago, Illinois 60602
Attention: Department Director

and

COOK COUNTY CHIEF PROCUREMENT OFFICER
118 North Clark Street, Room 1018
Chicago, Illinois 60602
(Include County Contract Number on all notices)

If to Consultant: BUILD, Inc.
1223 N Milwaukee Ave.
Chicago, IL 60642

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

ARTICLE 12) AUTHORITY

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

EXHIBIT 1
Scope of Services

Scope of Work

The Contractor's primary responsibility will be to provide services in one or more of the targeted areas of health, education, employment, or mentoring. The Contractor will develop smaller scale programs to service up to 100 people in the identified targeted areas.

Program Methodology

Contractor must understand the pathways into the criminal justice system for substance abusers, the high rate of co-occurring disorders, and the challenges in obtaining access to services in the community.

The proposed model shall be based on an integrated team approach and be adaptable and based on current realities. The proposed model shall specifically recognize and assess the roles of: history of trauma and violence; co-occurring disorders; family relationships; fatherhood; peer supports and socialization; connectedness with societal values; spirituality; education; income and employment; and ancillary services. Programs should utilize a strength and asset-based, motivational approach to treatment and skill building and selection of staff that have embraced this approach. Several studies have indicated that the most effective interventions are those that use cognitive behavioral techniques to improve functioning.

All interventions shall remove barriers to re-entry and provide specific services to reduce recidivism. Strategies may include cognitive-behavioral strategies shall promote critical thinking and healthy decision-making. The overall focus shall be on enhancing participants' functioning and behavior, developing skills for living a productive life within the community and engaging in behaviors that contribute to positive outcomes in society.

The providers shall offer a safe, supportive and encouraging environment that encourages trust, bonding, and connection. Staff selection should take into account the population being served with consideration to parity, economic challenges and cultural values.

Contractor shall address client issues either internally or through linkages in the local human service system. This list does not preclude the Contractor from addressing additional issues and the Contractor is encouraged to expand areas of topical issues in its service delivery.

The JAC expects equitable treatment by staff towards all participants throughout their course of treatment. Each reentry service plan shall be based on the participant's individual needs and his progression through rehabilitative and supportive services, as evidenced by periodic reviews of the plan documented in the case records.

Project Component

The JAC is looking for a creative approach to recidivism reduction for persons leaving incarceration. The expectation is that programs will provide innovative services in a community friendly manner. The program shall maintain continuous focus on planning and implementation of services that support individual reentry and shall work collaboratively with the initiatives that support services to reduce recidivism.

The Contractor shall be required to ensure confidentiality and shall agree that all information about its work and the work performed by the JAC shall remain confidential. This includes, and is not limited to, all information about the programs supplied to the Contractor by the JAC and the County.

Record Keeping Procedure

Contractor shall create and retain participant files, service plans and records. The participant record information shall include the participants names, addresses and services provided.

7.2.3 PROPOSED PLAN OF ACTION/PROGRAM PLAN

Objectives Goals and Outcomes

The goal of Project BUILD is to intervene in the lives of young people who come in contact with the justice system in order to prevent and provide alternatives to detention, reduce recidivism and prevent these youth from becoming adult offenders.

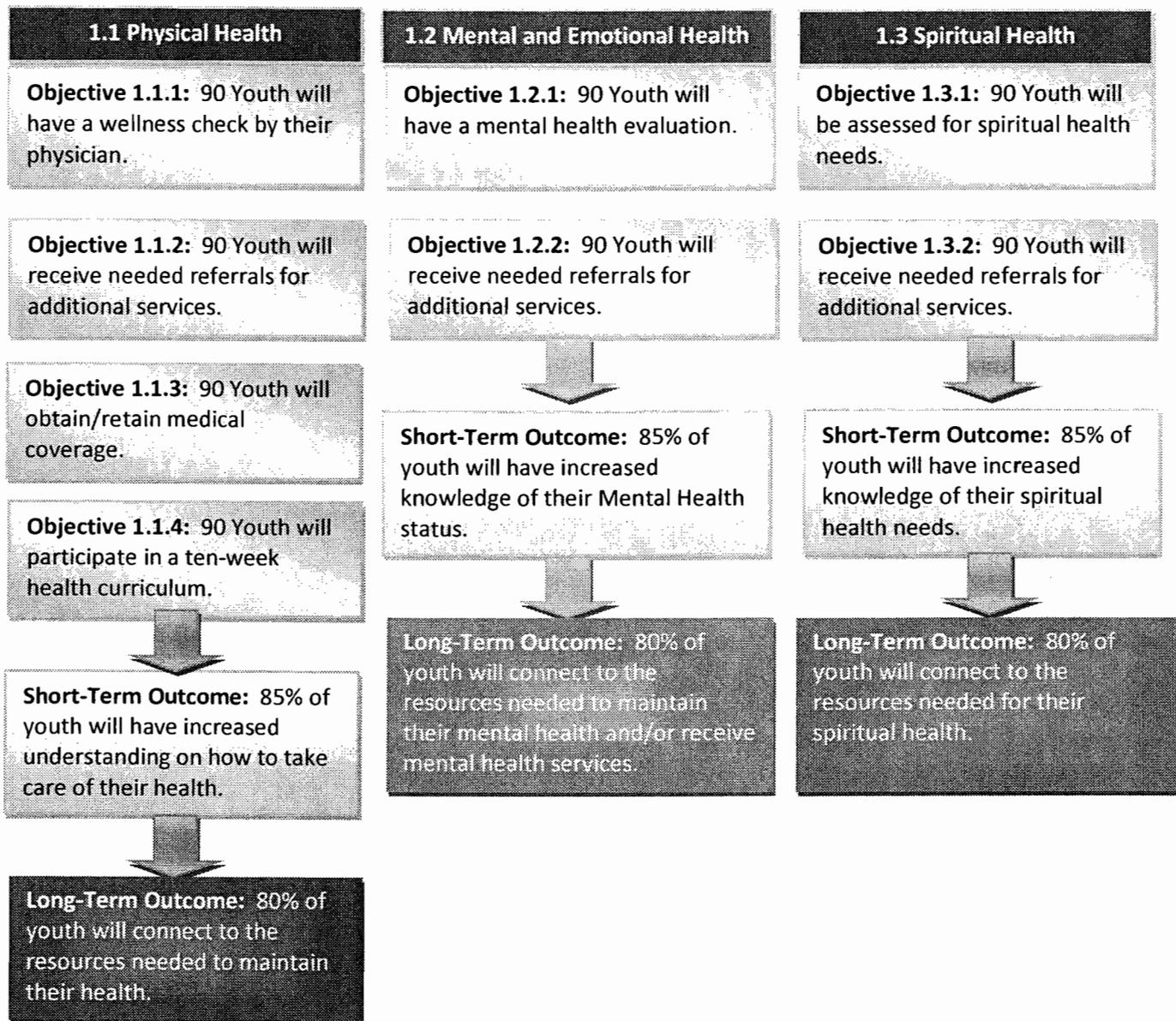
The methods Project BUILD employs to accomplish this are:

1. Providing positive, on-site role models for detainees preparing for their return to the community;
2. Engaging families and support networks for youth leaving the Department of Juvenile Justice's (DJJ) care as well as assisting the CCJTDC and school staff to plan programs for detainees' parents, guardians and families; and
3. Providing Case Managers the necessary tools and materials to carry out individual follow-up services for youth upon their release in order to ensure their active enrollment in school and other constructive activities.

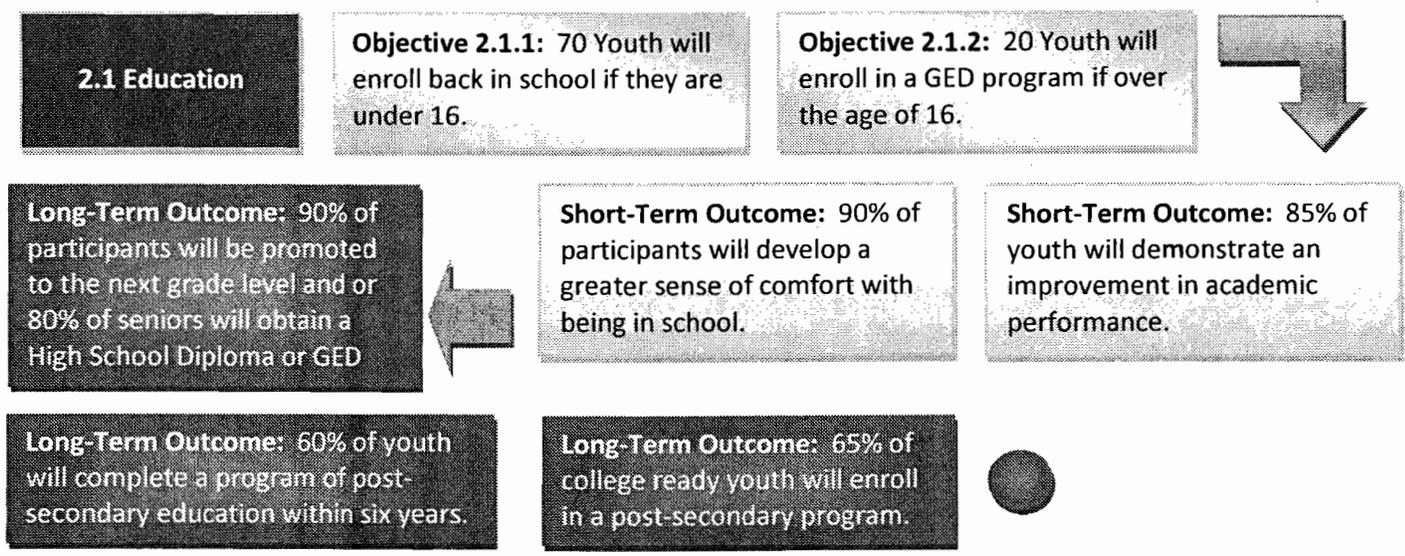
Expected Outcomes: The program purpose of Project BUILD is to reduce the recidivism of young people who have been involved with the juvenile justice system through empowerment and building their capacity to make positive choices and successfully reintegrate back into their communities.

Target Level: The program will target 100 youth between the ages of ten to 24 for case management. The following are the objectives and outcomes according to each component of Project BUILD:

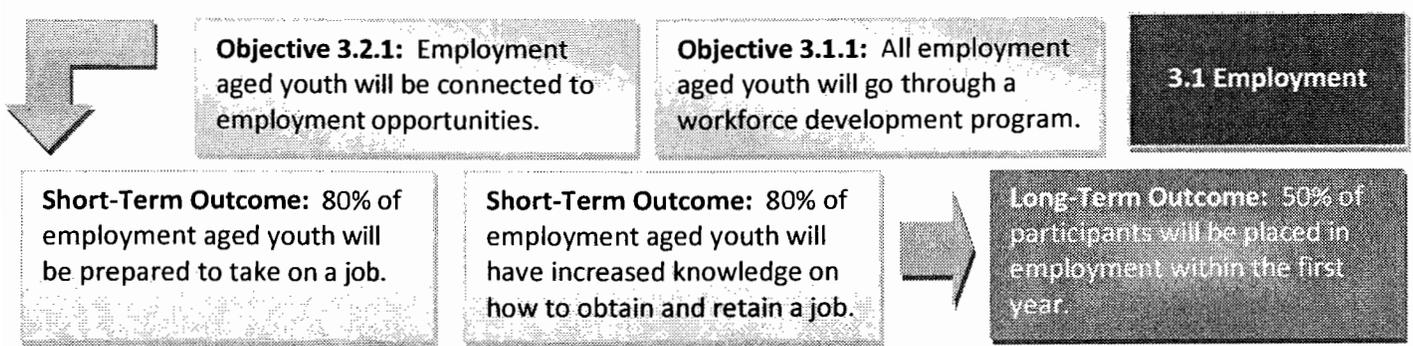
Goal 1: Health-To ensure that all participants receive a holistic health assessment and identified needed services.



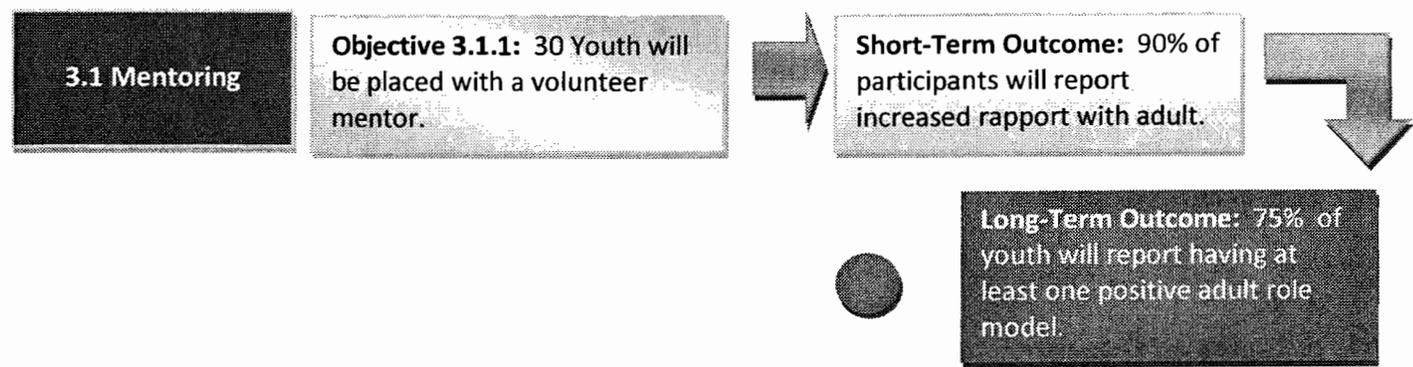
Goal 2: Education- To ensure that each participant has access to educational opportunities.



Goal 3: Employment- To ensure that every participant of working age is prepared to take on employment.



Goal 4: Mentoring-Participants identified as the highest risk in the program will be placed in one-on-one mentorship relationships.



Program Promotion

The stakeholders for Project BUILD include youth and their families, community partners, funders, agency Board Members, the Project BUILD Oversight Committee, and BUILD staff. BUILD tailors its program promotion to each party as appropriate.

Stakeholders	Program Promotion Strategy
Youth and Families	The program is promoted through Detention Centers, Probation, judges, the different police departments and other community based organizations. In addition to the different partners increasing awareness of the program, BUILD has literature that is distributed to the potential participants.
Community Partners	BUILD sits on a variety of coalitions to heighten the program's visibility. BUILD also takes leadership roles in the communities that it serves through coordinating different programs with partnering agencies.
Funders	BUILD keeps steady communication with different program officers and attends networking events hosted by funders to promote BUILD's programs.
Board Members	BUILD provides several presentations to Board Members and provides opportunities for Board Members to be engaged in programming to better familiarize them with the programs. This allows board members to be able to increase BUILD's visibility within their networks.
Project BUILD Committee	BUILD staff presents on the highlights and success of the program as well as any opportunities for growth. This allows the oversight committee to be aware of the current activities of the program to be able to better advocate for it.
BUILD Staff	BUILD highlights programs at events and trains all staff on the different programs in order to ensure proper internal referrals and coordinated services.

Program Recruitment

Participants will be recruited at several different points. Below is a chart that demonstrates the different points of entry into the program:

Place of Contact/Referral	Description of Process
Community Based Organizations	BUILD Partners with over 100 different agencies in the Chicago area. Partners are able to identify and refer youth that are in need of our services.
Police Stations	Police Departments are able to call on Youth Development Specialists (YDS) to do triage before the youth becomes involved with the court system.
Nancy B. Jefferson	YDS's present the BUILD Curriculum for youth to be exposed to community reintegration skills before they leave the CCJTDC. BUILD mentors will engage youth in the school and build a

	relationship to encourage follow-up participation in the program.
Evening Reporting Centers (ERC's)	YDS's present the BUILD Curriculum as a point of engagement at the ERC's and enroll youth who are interested in participating in BUILD's programs. BUILD mentors will inform probation officer(s) which youth enroll in the program through the ERC.
Office of Juvenile Probation	YDS's receive referrals from probation officer(s). Referrals must include the youth's name, address, phone number and a brief history of the youth as well as the referring probation officer's contact information. The referral coordinator will provide the information to a BUILD Mentor, who will then complete an intake and assessment form on each referred participant.
Office of Presiding Judges	YDS's receive referrals from judges. Judges who have youth in their courtroom mandate the young people to Project BUILD as an alternative to detention.

Program Retention

All Project BUILD participants are followed up with for a minimum of one year unless termination is necessary for one of the following reasons:

- Participant death;
- Participant consistently refuses services;
- Participant moved (out of Cook County area); and/or
- Participant is non-responsive to follow up, non-compliant (as described below).

To terminate a participant based on non-compliance or non-responsiveness to follow-up, the BUILD Mentor makes every effort to contact participant via phone, letter and through home visits. At least three unsuccessful home visit attempts must be documented. In addition, a certified letter must be sent and returned unanswered, and/or returned unsigned. These unsuccessful attempts must be documented. The final decision to terminate is made by the supervisor.

Project BUILD makes every attempt to ensure that participants remain interested in the program. YDS's implement the following strategies:

- *Meet youth where they are:* BUILD's unique approach in working with youth is founded in Positive Youth Development Principles. Staff Members engage youth as a partner in setting goals and benchmarks for success. When youth take ownership of their program, they are more likely to stick to it and therefore be successful.
- *Mentoring:* The 40 Developmental Assets developed by the renowned Search Institute state that one of the assets that help in youth staying not engaging in negative behavior is having at least three positive role models in their lives. Our staff models positive behavior and mentor youth in how to make positive choices to help our young people achieve this asset.

Program Intake and Assessment

Once participants are enrolled, a formal intake and assessment document is completed as follows:

1. Intake: The YDS gathers general demographic information and contact information to be able to follow up with the participant.
2. Assessment: The YDS completes a variety of assessments, which gather information on risk and protective factors. The YDS conducts an interview to get the participant's perspective on his/her situation and tries to uncover any other issues that may not be covered by the assessments. The assessment of the participant is to determine the risk level of the participant and the services and referrals needed.

Once the assessment is completed, the participant is automatically assigned to a YDS's caseload. Special care is taken to ensure that each participant is paired with a YDS of the same sex in order to be gender responsive and that the YDS speaks the youth's primary language.

If Project BUILD has reached capacity of a 100 participants, we are prepared to ensure that youth needs are still met. We have other qualified employees that the youth may work with if needs are applicable or we have the following two options:

- External Referrals: BUILD has an extensive list of community partners throughout Chicago. If a participant is deemed to need immediate services that BUILD cannot provide, BUILD will work with these partners to ensure the participant receives the services needed.
- Waiting List: BUILD, upon reaching a full caseload, maintains a waitlist of potential participants until open slots become available. The wait list for Project BUILD is capped at 50 participants. If participants are referred to BUILD that are in excess of that number, they are automatically referred externally after being assessed, and the follow-up information is provided to the referral source. Participants are not on the waiting list for more than one month. If, after one month, it is deemed that an open slot is not available, the participant is referred externally. All participants on the waiting list are given a contact person in case any immediate issues arise while on the waiting list and are also be invited to participate in other BUILD programs.

Case Management

Project BUILD Case Management provides multiple levels of service. The levels are structured to provide the largest amount of youth the resources they need and to allow for services to be tailored to each youth. The goal of Case Management is to reduce recidivism by increasing public safety, providing successful reintegration services,

ensuring enrollment and continuation of education, and increasing positive peer interaction.

Project BUILD provides four levels of Case Management, PREP 1 through 4. Following the assessment, youth are placed into a category according to how close they are to achieving the goal of being prepared to be a contributing member of their communities. Below are the face-to-face contacts by level of service:

Service Level	Description of Service
PREP 4	<ul style="list-style-type: none"> •Also referred to as BUILD's Core Groups; •For those identified as the highest-risk youth within the Mentor's geographic area; •Followed up with twice a week for a minimum of one hour; and •Each mentor will have 10 participants on his/her caseload.
PREP 3	<ul style="list-style-type: none"> •For high-risk youth who may not live in the targeted geographic area; •Followed up with bi-weekly for a minimum of one hour; and •Each mentor will have 10 participants on his/her caseload.
PREP 2	<ul style="list-style-type: none"> •For medium-risk youth; •Followed up with monthly for a minimum of one hour; and •Each mentor will have 5 participants on his/her caseload.
PREP 1	<ul style="list-style-type: none"> •For low-risk youth; •Followed up with quarterly for a minimum of one hour; and •Each mentor will have 5 participants on his/her caseload.

All youth enrolled in Project BUILD's Case Management program have the following tools completed to measure their progress:

Tool Name	Tool Description
Youth Profile	Tracks two primary indicators of success: decrease in identified negative behaviors (e.g. violence, substance abuse, carrying a weapon) and increase of pro-social behaviors (e.g., working toward positive goals, improved grades). Year-end data are compared with initial baseline data to track youth status and document behavioral changes. The Youth Profile also gathers both quantitative and qualitative data in each category. The number of occurrences of each behavior is identified for quantitative data while an area for comments is provided for qualitative data.
Health Assessment	Measures the awareness of the different health resources, what has been the self-care to date and any immediate needs.
Employability Assessment	Measures different indicators for employment readiness such as interviewing skills, resume building skills and areas of interest.
Group Activity Report	Records activities and outcomes in achieving the six program outcomes. The group report will measure both quantitative and qualitative data. The quantitative data will be measured through checkboxes listed on the tool while the qualitative data will be gathered

	in the narrative component.
Mutual Accountability Plan (MAP)	Engages youth in positive life skills development and supports transitions through the educational pipeline by benchmarking, celebrating, and assessing short- and long-term goal achievement. The MAP will monitor and measure quarterly social, behavioral, and educational/academic progress in a quantitative and qualitative manner.
Action, Referral and Follow-up Form	Tracks intra- and inter-organizational service provision for individual youth participants. The purpose of this form is to document actions and/or steps to be taken on behalf of youth or in partnership with youth outside of the group activity and in support of their progress in meeting MAP goals.

Program Evaluation

BUILD's evaluation tools have been designed to be developmentally appropriate and youth-centered – meaning the youth should focus on the goals and progress indicators that are most relevant to him/her. The indicators and benchmarks for these tools were adapted from the Search Institute's 40 Developmental Assets, the Illinois State Board of Education's Social and Emotional Learning Standards, Augustana College's College Preparation Tools, Civic Engagement Quiz (CIRCLE, 2003), Youth Leadership for Development Initiative (2003), Coalition of Community Foundations for Youth (2004-2005) and The National Survey of Civic and Political Engagement of Young People (2006). BUILD has received support from Loyola University Chicago, the Illinois Center for Violence Prevention, and Evaluation Solution to develop and test these effective tools.

Program & Service Reporting

BUILD understands and appreciates the process of reporting as we currently utilize several tools to capture accurately the work staff does and, more importantly, the transitions, growth and development of our youth. In this initiative, we will use the following tools to report the progress of participants on a weekly and monthly basis:

- *The Group Activity Report* records activities and outcomes in achieving program outcomes. The group report will measure both quantitative and qualitative data. The quantitative data will be measured through checkboxes listed on the tool while the qualitative data will be gathered in the narrative component of the tool.
- *The Youth Profile* tracks two primary indicators of success: decrease in identified negative behaviors (e.g. violence, substance abuse, carrying a weapon) and increase of pro-social behaviors (e.g., working toward positive goals, improved grades). Year-end data are compared with initial baseline data to track youth status and document behavioral changes. The Youth Profile also gathers both quantitative and qualitative data in each category.
- *Youth Life Plan Self Assessment and Reflection* is a self-administered youth questionnaire that asks young people to evaluate their progress in each of the BUILD domains using a scale of "strongly disagree" to "strongly agree."

- *The Mutual Accountability Plan (MAP)* engages youth in positive life skill development and supports transitions through the educational pipeline by benchmarking, celebrating, and assessing short- and long-term goal achievement. The MAP will monitor and measure quarterly social, behavioral, and educational/academic progress in a quantitative and qualitative manner.

Program Monitoring

BUILD understands the importance of ongoing program monitoring and currently monitors the implementation of programs through the following:

- *Daily Forms:* BUILD requires that staff complete daily reports on the progress of participants through the Group Activity Form and Case Notes. The Group Activity Form records activities and outcomes in achieving program outcomes of the BUILD Model and measures both quantitative and qualitative data. Case Notes are daily narratives of the Specialists' interactions with the participants and include an assessment of the current situation and any follow-up action steps.
- *Monthly Reports:* The Program Supervisor completes monthly reports according to documentation by staff. At this time, the Program Supervisor compiles all the data submitted including the number of participants served, the demographics of the participants served, and the types of services provided. The Program Supervisor checks for compliance to determine that the objectives for the program are on track to be met and that the right types of services are provided to participants. At this time, the Program Supervisor also will formulate recommendations for improvement and will implement work plans with staff, if needed.
- *Quarterly Reports:* Quarterly reports are completed that measure data similar to that in the monthly reports. In addition, staff will track the progress of the Individualized Service Plans, referred to as the Mutual Accountability Plan (MAP) at BUILD, of each student to ensure that sufficient progress is made on each goal that the student has set. Report cards and other documentation are gathered on each student to track the academic, attendance, and behavioral progress made by each student.
- *Year-End Reports:* Annual reports are the most comprehensive reports. At this time, all the information that is included in the monthly and quarterly reports is compiled to measure against the annual goals. Additionally, year-end indicators, such as academic performance, behavior problems, disciplinary actions and others, are measured against the baseline data to gauge the progress of the students.

Indicators measured in this report include:

Indicator	Collection Method
Grade Promotion	BUILD collects copies of student report cards to ensure that students are promoted to the next grade level.
Grades Improvement	BUILD collects copies of student report cards to ensure that students' grades improve.
School Attendance	BUILD collects copies of student report cards to ensure that students are attending school.
High School Graduation or GED Completion	BUILD collects copies of diplomas and certificates to ensure that students have reached this educational milestone.
Disciplinary Action	BUILD maintains relationships with school administrators to have access to students' disciplinary records.
Recidivism	The Nancy B. Jefferson Alternative School (CPS school in the Cook County Juvenile Temporary Detention Center) provides a list of students admitted and/or readmitted into the Detention Center that is cross-referenced with BUILD's caseload.

Database

Efforts to Outcomes: BUILD has implemented a services tracking software called "Efforts to Outcomes" (ETO). ETO is able to track all of the tools mentioned above that BUILD implements, the services provided, and progress on the indicators above. BUILD tracks both quantitative and qualitative data and offers customized reporting to help manage the compliance process.

Project BUILD Services Provided

I. Health

Upon enrollment, the Youth development Specialist (YDS) will complete and assessment to determine the health needs of the participants. The assessment completed with the participant is divided into three areas: physical, mental and emotional, and spiritual. The YDS will take the following steps to ensure all of the needs are met:

- **Physical Health:** In order to address the youth's physical health, each YDS will be responsible for making sure the following services are provided:
 - **Medical Coverage:** As part of the initial assessment, the YDS will determine if the participant has medical coverage. If the participant does not have medical coverage, then the YDS will assist the participant in obtaining it. If obtaining medical coverage is not possible, then the YDS will connect the participant to a Federally Qualified Health Clinic that provides a sliding scale to low income individuals.
 - **Wellness Check:** Assigned YDS will ensure that youth has a thorough check-up by the youth's primary provider upon release back into community. This will help identify if there are any health issues up-front so that they can be addressed immediately.

- Referral Connections: YDS will ensure that follow-up care is complied with, that the youth also complies with any prescriptions given, and that the youth follows up with any additional referrals outside of the primary care provider.
- Health Curriculum: All youth who are enrolled in services will also be required to participate in a ten-session curriculum to increase the individual's health awareness. The chart below outlines the curriculum:

Session	Description
Session 1: Introduction into Health Curriculum	This session allows participants to get to know one another and their facilitator. It also discusses the importance and relevance of what the participants will learn.
Session 2: Healthy Eating	Will discuss healthy eating habits and how to avoid unhealthy dieting.
Session 3: Fitness	Will discuss the recommended workout requirements for good health and provide recommendations that the participants can incorporate into their daily routines.
Session 4: Other Healthy Habits	Will discuss other strategies for maintaining wellness such as good sleeping habits
Session 5: HIV and STD's	Will discuss the risks of HIV and STD's within this demographic populations and ways to protect oneself.
Session 6: Chronic Diseases	Will discuss ongoing risks within this population for developing chronic illnesses such as diabetes, asthma and cholesterol.
Session 7: Mental Health	Will discuss how to identify potential mental health issues and the importance of seeking help and combating the stigma.
Session 8: Addictive Substances	Will discuss the different substances used, abused and their effects and impact on one's life.
Session 9: Navigating the Health Care System	Will discuss what the different points of service mean and how to advocate for oneself within the system.
Session 10: Wrap-Up Session	Will allow for any questions and/or comments that the participants may have. Will also be the time to collect evaluations.

- **Mental Health**: A youth will meet with a mental health specialist that will complete an assessment to determine if a young person needs counseling, which will be handled internally. If it is determined that more intense services are needed, then the external referral will be made and the YDS will follow up to ensure that that the participant complies. Internal counseling will provide consultations for youth that have Individual Education Plans (IEP's) in order for the YDS to be able to advocate for them within the school system. Some of the skills that the Mental Health Specialist will be able to implement include: assessment, understanding of the Diagnostic and Statistical Manual for Mental Health Disorder (DSM), understanding of co-occurring disorders, crisis intervention, Cognitive Behavioral Therapy, and Motivational Interviewing. In addition, The Mental Health Specialist will handle a variety of mental health issues that the youth may potentially have that includes, but is not limited to:

- Denial
 - Resistance
 - Guilt, stigma, shame
 - Anger and Hostility
 - Domestic Violence,
 - Exposure to Violence
 - Post-Traumatic Stress Syndrome
 - Cultural Identity
 - Role as a family member
 - Motivation
 - Depression
 - Anxiety
- ***Spiritual Health:*** In the assessment, the participant will identify if there is a need for spiritual guidance. If this need is identified, the YDS will link the participant to a spiritual advisor within the faith of the participant's choice.

II. Education

The educational component of Project BUILD strives to ensure that each young person has access to all opportunities by achieving post-secondary success. The initial assessment determines where the young person is in his/her educational journey. After the assessment is completed, the YDS and participant plan next steps together. Services that the YDS can provide based on the needs of the participant include:

- ***School Enrollment:*** YDS's will provide support to ensure youth successfully re-enroll in school.
- ***Academic Assistance:*** YDS's provide homework assistance and tutoring to ensure successful completion of courses.
- ***College Tours:*** Students are exposed to various postsecondary options. With this exposure youth become interested and motivated to complete high school and enroll in college.
- ***Standardized Test Preparation:*** Participants will be offered workshops to improve performance on ACT and SAT
- ***College Readiness Workshops:*** Participants will engage in workshops that will provide them with the tools necessary to apply, enroll, and be successful in college.
- ***High School Survival Workshops:*** Participants will engage in workshops that will prepare them to select, apply for, and enroll in high school. They will learn appropriate study and time management skills that will aid them in being successful upon graduation.
- ***College Survival Workshops:*** Participants learn skills that will drive college success.
- ***College Preparation:*** EOS will provide services to assist the participant in applying and enrolling in college and to seek financial aid and scholarship resources.
- ***BUILDing Futures Curriculum:*** Participants will be able to participate in various workshops that equip them with the tools to prepare for college and choosing a career. Below is the outline for the BUILDing Futures Curriculum:

Session	Description
Session 1: What Do I Need to Know About College?	This is an overview of the following sessions and what the youth will be learning in this process.
Session 2: Priorities to Choosing Colleges	Will teach youth how to identify their own priorities to select colleges, i.e. small class sized, urban campuses, majors available, etc.
Session 3: Narrowing Down the Selection	Once youth have identified priorities, and researched colleges, this session will help youth narrow down the schools they will apply to.
Session 4: Preparing to Apply for College	Will go over the materials the youth have to gather to apply for college.
Session 5: College Application	Participants will be able to apply to colleges in this session and have help available for any support needed.
Session 6: Personal Statements	Youth will work on their personal statements and will be able to receive feedback from multiple parties.
Session 7: Financial Aid	Youth will learn about the different types of financial aid available and how to apply.
Session 8: FAFSA Submission	Youth will complete their FAFSA's online with the help of the YDS's.
Session 9: Choosing the Best School for You	Once applicants are accepted into their schools, they will work with YDS to identify the school they will go to.
Session 10: Preparing for the Transition	Youth will learn about the different aspects of college life that they can prepare for.

III. Employment

The Career Development program increases the job readiness skills of our youth, assists with their job searches, and connects them to resources and employers in the community. It also enhances our youths' understanding of the wide variety of careers available to them and the educational requirements of various careers. Services offered by the Career Development program include career assessments, resume writing assistance, interview skills development, asset mapping, workplace etiquette training, job searches, application assistance, job placement, and other career-related topics as requested by staff/school partners.

In addition, YDS's will be partnering with businesses to identify employment opportunities for youth. One current example is our partnership with US Messenger Corporation, who proactively hired individuals who have served jail time. Current employees of US Messenger will speak to released youth about their experiences with employment and give advice about how to create a positively employed future.

IV. Mentoring

Youth are linked with a Youth Development Specialist for case management. The YDS also acts as a positive mentor for the youth. The highest-risk youth within the program will be selected to receive one-on-one mentorship from our volunteer mentors. Mentors will be selected from a variety of backgrounds to provide diversity. The mentors will be

matched to the youth based on common interests and complementary personalities. The mentors will meet with their mentee a minimum of once a month to promote consistency. The mentors will be required to submit activity ideas in advance for approval from the Director of Program Operations. The time with the mentor may be recreational or educational but will be for the purpose of building rapport with the young person to be able to guide him/her in a positive direction.

V. Innovative Programming

Project BUILD provides innovative programming under the concepts of two approaches: Positive Youth Development and Balanced and Restorative Justice. A description of these approaches is as follows:

1. Positive Youth Development- Positive Youth Development builds on the assets of the youth rather than the deficits. The Chicago Advance Youth Development (AYD) training team uses a very specific definition: “The purpose of youth work is to facilitate and support young people’s growth from dependence to interdependence, by encouraging their personal and social development and enabling them to have a voice, influence and place in their communities and society.” According to the Administration of Child and Families, when community members and policymakers harness the positive energy and initiative of youth, good things happen. BUILD uses this approach in working with youth to BUILD on young people’s potential in order to deter them from negative behaviors.
 - Youth believe they can be successful instead of internalizing the negative stereotypes about them that often appear in the media;
 - Youth engage in productive activities that build job and life skills and reinforce community-mindedness; and
 - Youth grow comfortable questioning and exploring their roles as citizens in a participatory democracy.

2. Balanced and Restorative Justice (BARJ) - IRABJ.org describes BARJ as “Restorative justice maintains that those who have a stake in a specific offense must be involved to the extent possible.” At BUILD we implement Balanced and Restorative Justice through the following:

Practice	Description
Peace Circles	BUILD implements Peace Circles in everyday practice with mentors, youth and community partners. All Peace Circles at BUILD have a designated Peace Circle keeper and may or may not have a talking piece. All circles, however, do abide by the ‘One Mic’ rule that allows only one person to speak at one time. Peace Circles are used to de-escalate conflict(s), to provide support when a participant is undergoing a difficult issue, to stimulate conversation on current issues, etc. Because of the wide range of purposes for which BUILD uses Peace Circles, they may take anywhere from a few minutes to several hours.
Community	BUILD welcomes young people who must complete service hours.

Service	BUILD is able to supervise community service in a number of settings including direct service, clerical work and/or helping with cleaning and organizing.
Community Panels	BUILD hosts a number of community panels several times a year. Most notable are the two Annual Conferences led by the Youth Council: The Diversity Conference and The Gang Awareness Conference. The Panels give community members an opportunity to discuss the issues and collectively develop solutions.

With these approaches in mind, BUILD will be piloting two new programs this year: New Leash on Life and the BUILD Peer Jury.

A. New Leash on Life

According to a report released by the OJJDP in 2001 entitled "Animal Abuse and Youth Violence", there is a correlation between animal abuse and conduct disorder (CD) in youth and adolescents. In addition, there are several shared characteristics between animal abuse and interpersonal violence towards humans. Teri Wright, Ph.D contends that pets offer psychological and physical comfort that can help alleviate and treat symptoms of anxiety and depression. Yet, according to research, gangs use dog-fighting as a valuable tool in desensitizing youth to death and violence,

"Indeed, for gangs, dog-fighting is a valuable tool to initiate young members into a culture of violence: 'You want to find the perfect way to desensitize a kid so he'll kill that anonymous gangbanger from three blocks over? Give him a puppy and let him raise it. Then let him kill it. I guarantee that will desensitize that kid.' [53] This early exposure to and participation in dog-fighting is of concern to law enforcement, not only as a child endangerment issue, but also because children that become desensitized to violence become criminalized and perpetuate that cycle of violence." (<http://www.animallaw.info/articles/ddusdogfighting.htm>)

The goal of this new innovative program, Leash on Life is the exact opposite. We seek to help youth reintegrating back into their communities to form a connection with animals in order to help instill the values of compassion, responsibilities and empathy. Once a month, BUILD youth will travel to Found in Chicago's North Center neighborhood to volunteer. On their first visit, the youth will attend an educational seminar conducted by Jeff Jenkins, a certified trainer, who will discuss his role with Found and The End Dogfighting Campaign, a program of the Humane Society of the United States.

Mr. Jenkins will then demonstrate how he trains and walks dogs and the importance of doing so as well as discuss dog fighting and how it affects communities, youth and families. Youth will then go through a volunteer orientation with a Found Senior Dog Handler where they will learn techniques for handling and approaching dogs safely, walking them properly and teaching them basic obedience. BUILD youth will only work with blue and green dogs: those who already have some basic obedience training. The youth will also have the opportunity to work with cats if they choose to do that instead.

Each time the youth attend, there will be a different topic for training the dogs. The dogs will also be used as case studies and the life of each individual animal will be told to the group. The group will then connect their own experience to that of the dogs. The youth will be able to explore how the different obstacle in their lives has shaped who they are, but with the proper support, they can pull the best from that situation. This program will be able to occur after school hours between 3pm – 6pm which is when the evening walks and care taking occurs with the animals at Found. This time frame is also when youth are most at-risk to engage in potentially negative behaviors.

B. BUILD Peer Jury

The Peer Jury is innovative in that it allows young people to decide the fate of youth who have committed a crime through a Balanced and Restorative Justice approach. While as a country, we have the right to a jury of our peers, the legal system does not accommodate that right to our youth that are under the age of 18. Instead, punitive measures are taken unto our youth by adults that may not necessarily have an understanding of the development of our young people. This program allows youth to have a voice in what happens in their communities. Youth that have successfully gone through the Project BUILD program will develop and implement the peer jury to make it a youth led project. The youth will also partner with the local police districts to receive referrals. The pilot will take place in Englewood. BUILD has developed a 20 week plan to have the peer jury up and running.

Week	Objective	Activities
1	The first week will serve as an orientation to the Peer Jury program.	Students will be informed of expectations, register for the program, create ground rules, and given an introduction to the concepts of peer jury and balanced and restorative justice.
2	This week we will begin to break down concepts of balanced and restorative justice that the peer jury should be based on. The focus of this week will be on how accountability is significant in balanced and restorative justice.	Students will learn about how crime is currently addressed in our justice system. We will make the distinction between punitive and restorative principles. We will look at crime as a violation of people and relationships, and discuss how harm can be repaired and relationships rebuilt when using a restorative approach. We will focus on how accountability will be attained through increased awareness and understanding of how the crime impacts others and community.
3	Participants will learn what competence development means, and the significance of using it as a focus when sanctioning youth offenders.	Youth in the program will discuss what it means to develop competency in a community context. They will determine what it means for youth to take on an active restorative role as a resource to others, rather than the traditional punitive role of passive recipient of punishment. They will practice creating sanctions that facilitates this process.
4	Participants will learn what	Although crimes committed by youth offenders often

	it means to be invested in your community. They will understand the reciprocal relationship between individual and the community, and how to utilize this knowledge while functioning as a peer jury.	harm the community, communities must also take responsibility to reintegrate offenders into the community. They need to offer opportunities for them to be held accountable by giving them the chance to connect and contribute to establish and rebuild broken relationships. Participants will learn and practice using creative ways to help youth offenders understand this as well.
5	Participants will learn the function of a peer jury and how it is implemented in communities.	Participants will become familiar with typical youth court models and purposes. They will then determine how to integrate principles of balanced and restorative justice in the peer jury.
6	The participants will get to meet a speaker who knows and practices law, most likely from Northwestern Law School.	A presenter will come and speak to the participants about how the criminal justice system works. They will inform them about how crimes committed by youth are currently handled, and how the peer jury can take an alternative approach.
7	Participants will be able to design how they want their peer jury to function based on what they have learned about balanced and restorative justice.	Participants will design a specific course of action for the peer jury. They will create the referral system, the hearing guidelines, the sanctioning process, and the follow up process. They will make all of this using the balanced and restorative justice principles that they have learned as a basis.
8	This week will involve mock trials in order to prepare participants for when they have real cases.	Participants will have the opportunity to put their structure to practice. They will become comfortable with using their peer jury system. They will take turns going "on trial" before the peer jury so that they will be conscious of the other party's experience as well. We will discuss experiences with the traditional juvenile justice system and its impacts on individuals.
9	Participants will hold mock trials in order to develop competency in using balanced and restorative justice principles.	With another week of mock trials as training, this week will really focus on striving for the goals of restorative justice: accountability, competency development, and community investment.
10	This week participants will recap all that they've learned and present to program facilitators to demonstrate their knowledge.	We will collectively go over the skills developed and new things that have been learned during the past weeks. The students will create a brief presentation about what they have learned about balanced and restorative justice and how they will utilize it in their peer jury.
11	Participants will work together to identify	The peer jury will identify and contact potential partners in the community who will help encourage

	potential community partners to the peer jury.	and promote the peer jury. These partners will also be used as resources when determining sanctions for youth who have committed crimes against the community.
12	Participants will create partnerships within the community to encourage and promote the work of the peer jury.	Participants will go out into the community to create relationships with the potential partners that they have identified. They will inform partners about the peer jury, and tell them how they will use restorative justice to change the way that the community handles youth offenders.
13	The peer jury will establish a referral system with the police department.	Participants will go to the local police district and work with the police to implement the referral system that they created. They will explain how the peer jury will use balanced and restorative justice. They will determine how the system can work most efficiently for both sides.
14	Peer jury will put their knowledge to practice by implementing the peer jury. They will see approximately 4 to 5 cases per meeting, and have a brief learning segment about adultism.	The students will put their first cases to trial. They will be able to utilize the knowledge that they have learned thus far. There will be a short activity about adultism, and how it impacts society. Will reference "Helping Teens Stop Violence, Build Community, and Stand for Justice" by Creighton and Kivel for activity.
15	Peer jury will hear cases for the second week. They will have a brief learning segment on classism.	The participants will continue to hear cases and give youth offenders restorative sanctions. They will learn how to recognize classism and how to effectively counter it. Will reference "Helping Teens Stop Violence, Build Community, and Stand for Justice" by Creighton and Kivel for activity.
16	Peer jury will continue to put cases on trial. We will discuss the prevalence of racism in society.	The participants will continue to put their knowledge to practice in the peer jury. The learning segment this week will be on racism. Will reference "Helping Teens Stop Violence, Build Community, and Stand for Justice" by Creighton and Kivel for activity.
17	Youth offenders will continue to stand trial in front of the peer jury. We will address sexism in our society.	The peer jury will hear more cases and continue to use balanced and restorative justice in determining appropriate sanctions. They will learn about sexism and how it can be addressed. Will reference "Helping Teens Stop Violence, Build Community, and Stand for Justice" by Creighton and Kivel for activity.
18	Peer jury will hear final cases and conduct follow ups.	The peer jury will hear final cases and conduct follow up meetings to make sure that the youth who have been sanctioned are following through.
19	This week the youth will	Participants will determine how they would like to

	develop a community event and/or presentation to inform the community about the peer jury. They will conduct final follow ups with the youth offenders.	present the peer jury to the community. They will be in charge of creating how they want the event/presentation to be, and they will utilize their community resources in making it happen. They will also follow up with the final cases.
20	The peer jury will present to the community in order to showcase their work and teach others about the principles of balanced and restorative justice.	The participants in the peer jury will inform community members about the work that they have been doing. They will explain and demonstrate balanced and restorative justice and discuss how it differs from existing approached to juvenile justice.

Other Project BUILD Services

1. Case Management: Case Management services provided by Project BUILD incorporate mentoring into all contacts with each young person. The Case Manager/Mentor acts as a positive role model for the participant and guides the youth in making positive decisions. Direct service is provided in individual, group, team and peer settings and usually takes place within the community in which the young person lives or in the home. Each case management session is a minimum of one half hour and can include any of the following activities:

Activity	Description
Goal Setting	Mentor works with the participant to set goals and to take steps towards achieving them.
Bilingual Services	BUILD provides Spanish-speaking Mentors to work with youth that only speak Spanish.
Court Advocacy	Mentor will go to court with the participant and advocate on his/her behalf.
Crisis Intervention	Mentors are certified in Crisis Intervention to assist participants as crisis arise.
Peace Circles	Mentor implements the peace circle to de-escalate conflict, to provide support when a participant is undergoing a difficult issue, to stimulate conversation on current issues, etc.
Individual and Family Counseling	Mentor works with the participant and his/her family to provide support in getting through issues.
Home Visits	Mentor follows up with home visits to ensure that all participants live in safe and healthy environments.
Community Referrals	Referrals to community partners are made if the participant needs services beyond BUILD's capacity. Referrals provided include those to physical health screenings/services, mental health screenings/services, workforce development services, financial education opportunities, adult education opportunities, pregnancy

	and parenting resources, housing resources, academic assistance, legal advocacy, utility assistance, and food resources.
Employment Assistance	Mentor assists participant in connecting to EOS who will provide support with resume building and other job skills.
School Enrollment	Mentor provides support to ensure youth successfully enroll in school or an alternate educational program depending on the youth's needs.
Recreational Activities	Positive activities are provided to increase pro-social engagement during out-of-school time.
Educational Assistance	Mentor provides assistance with homework, tutoring and connections to other referrals to ensure success in school.
Mental Health Services	BSW/MSW Interns provide formal counseling services to the youth and/or assist in making appropriate referrals.

2. BUILD Curriculum: The BUILD Prevention Curriculum is a blend of best practices that includes as components socio-emotional learning, positive youth development, and restorative justice. As a result, the youth who receive our curriculum garner a comprehensive set of life skills that are necessary to resist the lure of street gangs, violence and drugs. The sessions in the BUILD Prevention Curriculum include:

Session	Title
Session 1	The Universe Begins with "U"!
Session 2	The Power Struggles – Bully Prevention
Session 3	Choosing Right – How to Make Healthy Decisions for Life
Session 4	The Emotional Rollercoaster...
Session 5	The Boiling Point... Managing Anger in My Relationships
Session 6	Keeping the Peace with Restorative Justice
Session 7	Choosing a Different Path... Avoiding the Lure of Gangs
Session 8	In Too Deep... Substance Abuse Prevention
Session 9	"Laying It All Out"... Creating a Plan for Your Life!
Session 10	Putting It into Practice... Evaluating and Applying Learned Concepts
Session 11	Letting Your Voice Be Heard... Keys to Effective Communication
Session 12	Back on the Block – Overcoming Peer Pressure

Timeline

BUILD will be able to implement services within the following timeline if awarded:

Service	Date	Person Responsible
Hiring of all Personnel if Needed	March 15, 2012-April 15, 2012	Director of Program Operation
Personnel Training	March 15, 2012-April 30, 2012	Director of Program Operations, Program Coordinators
Case Management Service	March 15, 2012: Ongoing	Youth Development Specialists
Health Services	April 15, 2012: Ongoing	Youth Development Specialists, Mental Health Specialists
Education Services	March 15, 2012: Ongoing	Youth Development Specialists
Employment Services	March 15, 2012: Ongoing	Youth Development Specialists
Mentoring Services	For General Caseload: March 15, 2012: Ongoing. For Intense Services: May 1, 2012: Ongoing.	Youth Development Specialists, Volunteer Coordinator
Innovative Programming Services	September 1, 2012: Ongoing	Youth Development Specialists
Intake and Assessments	Within 30 days of initial contact with participant and quarterly after that	Youth Development Specialists

Proposed Plan of Action / Program Plan - Bibliography

(n.d.). Retrieved August 11, 2011, from Illinois Balanced and Restorative Justice:
<http://www.ibarj.org/>

Bryan, J., & Henry, L. (2008). Strengths-based partnerships: A school-family-community partnership approach to empowering students. *Professional School Counseling, 12*, 149-156.

Center for Youth Development & Policy Research. (n.d.). *What is Youth Development?* Retrieved August 11, 2011, from <http://cyd.aed.org/whatis.html>
 Chicago Police Department - Research & Development. (2009). *Crime Summary*. Chicago.

Community Safety and Reentry Working Group. (2006). *Inside Out: A Plan to Reduce Recidivism and Improve Public Safety*. Chicago: Community Safety and Reentry Commission.

Hahn, A., Aaron, P., & Kinglsey, C. (1980). *Case Management with At-Risk Youth*. Boston: The Center for Human Resources, Brandeis University.

Kretzmann, J. P., & McKnight, J. L. (1993). Building Communities from the Inside Out: A Path Toward Finding and Mobilizing a Community's Assets. *ACTA Publications*.

Lerner, R. M., Lerner, J. V., & Phelps, E. (2002 - 2006). *The Positive Development of Youth*. MA: Institute for Applied Research in Youth Development, Tufts University.

Lerner, R., Napolitano, C., Boyd, M., Kiely, M., & Schmid, K. Mentoring and Positive Youth Development. In I. D. (Eds.), *Handbook of youth mentoring: Mentoring and positive youth development*. (2nd. Thousand Oak: Sage Publications.

Lurigio, P. A., Bensinger, P. G., & Thompson, S. R. (2000). *A Process and Outcome Evaluation of Project BUILD*. Chicago: Department of Criminal Justice, Loyola University.

National Reentry Resource Center. (2010, April 29). *Collaboration: We Can't Do It Alone!* Retrieved from <http://www.nationalreentryresourcecenter.org/announcements/feature-collaboration-we-cant-do-it-alone>

Sabol, W., & West, H. (2010). *Prisoners in 2009*. Washington D.C.: U.S. Department of Justice, Bureau of Justice Statistics.

Saleebey, D. *The Strengths Perspective in Social Work Practice (5th Ed.)*. Boston: Allyn & Bacon.

Sampson, R. (1988). Local Friendship Ties and Community Attachment in Mass Society: A . *American Sociological Review* 53 , 766 - 779.

Selekman, M. D. (2009). *The Adolescent and Young Adult Self-Harming Treatment Manual*. Hamilton Publishing.

University of Chicago - Crime Lab. (2010). *Chicago Youth Gun Violence Initiative*. Retrieved from http://crimelab.uchicago.edu/gun_violence/report.shtml

EXHIBIT 2

Schedule of Compensation

PRICE PROPOSAL/BUDGET DETAIL

The Proposer declares that it has carefully examined the Request for Proposal documents, the Proposal Forms, General and Special Conditions and Specifications identified as Contract Document Number 11-53-028P for the Community Initiative Seed Grants as prepared by Cook County and has become familiar with all of the conditions under which it must be carried out and understands that by submitting proposed pricing on these pages, Proposer waives all right to plead any misunderstanding regarding the same. Any category of expense not applicable to the budget may be deleted. Indirect costs are not allowable .

Budget Detail

A. Personnel - List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

Name/Position	Computation	Cost
Case Manager	25% of Full-Time Salary for one Case Manager	\$7,498.40

SUB-TOTAL **\$ 7,498.40**

B. Fringe Benefits - Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation, and Unemployment Compensation.

Name/Position	Computation	Cost
Case Manager	25% of Fringes for one Case Manager which include: Fica @7.25% of salary; Life Insurance @ Salary amount; Workman's Comp @ 2% of Salary; and unemployment insurance @5% of Salary	\$ 984.83

SUB-TOTAL **\$ 984.83**

TOTAL PERSONNED AND FRINGE BENEFITS **\$ 8,483.23**

C. Travel - Itemize travel expenses of project personnel by purpose. Show the basis of computation (e.g., six people to 3-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known. Travel for consultants will only be reimbursed for resources traveling from more than 50 miles outside of Cook County and shall be consistent with Cook County travel reimbursement policies. All travel shall be pre-approved by the Judicial Advisory Council.

Purpose of Travel	Location	Item	Computation	Cost
N/A	N/A	N/A	N/A	N/A

TOTAL \$ 0

D. Supplies - List items by type

Generally, supplies include any materials that are expendable or consumed during the course of the project.

Supply	Items	Computation	Cost
Program Supplies	Pens, paper, notebooks, markers	\$30 a month x 12	360
Educational Field Trips	Quarterly Field Trips to museums such as the field museum, the museum of industry.	Quarterly Field Trips for 25 students at 10 entrance fees	1000

Supply Items Computation Cost

TOTAL \$ 1,360

E. Other Costs - List items (e.g., rent, reproduction, telephone, janitorial or security services, and investigative or confidential funds) by major type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent, or provide a monthly rental cost and how many months to rent.

Description	Computation	Cost
N/A	N/A	N/A

TOTAL \$ 0

Budget Summary- When you have completed the budget worksheet, transfer the totals for each category to the spaces below. Compute the total direct costs and the total project costs. Indicate the amount of Federal funds requested and the amount of non-Federal funds that will support the project.

Budget Summary		Amount
A	Personnel	\$ 7,498.40
B	Fringe Benefits	\$ 984.83
C	Travel	\$ 0
D	Supplies	\$ 1,360
E	Other Costs	\$ 0
Grand Total		\$ 9,843.23



Roslind Blasingame-Buford
BUILD, Inc.
Executive Director

EXHIBIT 3

Evidence of Insurance

Economic Disclosure Statements

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

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

**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 Chief Procurement Officer. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

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

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

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

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

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

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

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

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

"Lobbyist" means any person or entity who lobbies.

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

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

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

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

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

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

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

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

MBE/WBE UTILIZATION PLAN (SECTION 1)

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

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

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

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

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

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

MBE/WBE Firm: _____

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.

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

LETTER OF INTENT (SECTION 2)

M/WBE Firm: _____

Contract #: _____

Address: _____

City/State/ Zip: _____

Contact Person: _____

Phone: _____ Fax: _____

Certification Expiration Date: _____

Race/Gender: _____

Email: _____

Participation: Direct Indirect

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

No Yes – Please attach explanation. Proposed Subcontractor: _____

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

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

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

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

Signature (M/WBE)

Signature (Prime Bidder/Proposer)

Print Name

Print Name

Firm Name

Firm Name

Date

Date

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

Notary Public _____.

SEAL

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

A. BIDDER/PROPOSER HEREBY REQUESTS:

FULL MBE WAIVER FULL WBE WAIVER

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

50 % of Reduction for MBE Participation

50 % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

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

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

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

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

D. OTHER RELEVANT INFORMATION

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

Please See Attachment A



BOARD OF DIRECTORS

CHAIR

David Anderson

VICE CHAIRS

Angela Jacobs

John G. Kaphusman

James Ramos

Jack A. Segal

TREASURER

Peter Henley

SECRETARY

Galen R. Mason

MEMBERS

Steven H. Abbey

John M. Blackburn

Calvin Brown

Theodore A. Cappelen

Chavonne Carter

Porcia Chalk

Mark Collins

Robert J. Emanuel

William Housey, Jr.

Jin Levitsky

Fidel Marquez

Jasmine C. Mitchell

Mark Mullen

John A. Nitschke

Bob J. Satawake

Lois E. Scheyer

Bud Schwarzbach

William A. Schwers

Shruti Sekhri

Albert Travis

EXECUTIVE DIRECTOR

Rosfind Blasingame-Buford

Attachment A: MBE/WBE Participation

In the past year BUILD has sought out new vendors that have received MBE/WBE status from the Cook County or City of Chicago. In an effort to comply, BUILD has secured two vendors that are MBE and one vendor that is WBE certified, and while ten percent of BUILD's vendors are minority owned, they are not certified. BUILD will continue to assess the Cook County's and City of Chicago's list of minority and women owned businesses and will make a good faith effort to find new MBE/WBE participating businesses.

CERTIFICATIONS (SECTION 4)

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

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

REQUIRED DISCLOSURES (SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name	Address
N/A	N/A

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 addresses within Cook County:
 1223 N. Milwaukee Ave.
 Chicago, IL 60642

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): _____

(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: NA D/B/A: N/A EIN NO.: N/A

Street Address: N/A

City: N/A State: N/A Zip Code: N/A

Phone No.: N/A

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
N/A		

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
N/A		

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
N/A			

Declaration (check the applicable box):

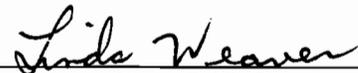
- [X] I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- [X] I state under oath that the Holder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

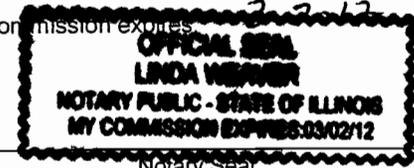
Roslind Blasingame-Buford
Name of Authorized Applicant/Holder Representative (please print or type)

Signature
roslind.buford@gmail.com
E-mail address

Executive Director
Title
2-16-2012
Date
773-227-2880
Phone Number

Subscribed to and sworn before me this 16 day of Feb, 2012

X 
Notary Public Signature

My commission expires 2-2-2012

Notary Seal



COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040

CHICAGO, ILLINOIS 60602

312/603-4304

312/603-9988 FAX 312/603-1011 TT/TDD

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

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

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

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304.

Note: A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at:

http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf

DEFINITIONS:

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

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

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

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

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

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

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

Name of Owner/Employee: _____ Title: _____

Business Entity Name: BUILD, Inc. Phone: 773-227-2880

Business Entity Address: 1223N. Milwaukee Ave.

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

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

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

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

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

RD-B _____ 2-14-2012
Owner/Employee's Signature Date

Subscribe and sworn before me this 16 Day of Feb, 2012

a Notary Public in and for Cook County

Linda Weaver
(Signature)



NOTARY PUBLIC
SEAL

My Commission expires 3/2/12

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

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

SIGNATURE BY A 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 Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20__.

My commission expires:

X _____

Notary Public Signature

Notary Seal

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

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

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

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20__.

My commission expires:

X _____
Notary Public Signature

Notary Seal

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

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

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

BUSINESS NAME: BUILD Inc.

BUSINESS ADDRESS: 1223 N. Milwaukee Ave.

Chicago, IL 60642

BUSINESS TELEPHONE: 773-227-2880 FAX NUMBER: 773-227-3012

CONTACT PERSON: Bessie Alcantara

FEIN: 23-7022085 *IL CORPORATE FILE NUMBER: 4946-508-4

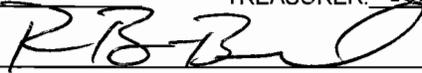
LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: David Anderson

VICE PRESIDENT: John G. Kaphusman

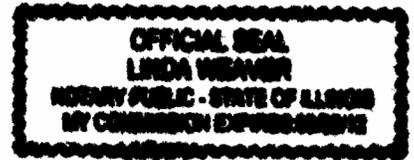
SECRETARY: Galen R. Mason

TREASURER: Peter Henley

**SIGNATURE OF PRESIDENT: 

ATTEST: _____ (CORPORATE SECRETARY)

Subscribed and sworn to before me this
16 day of Feb, 2012

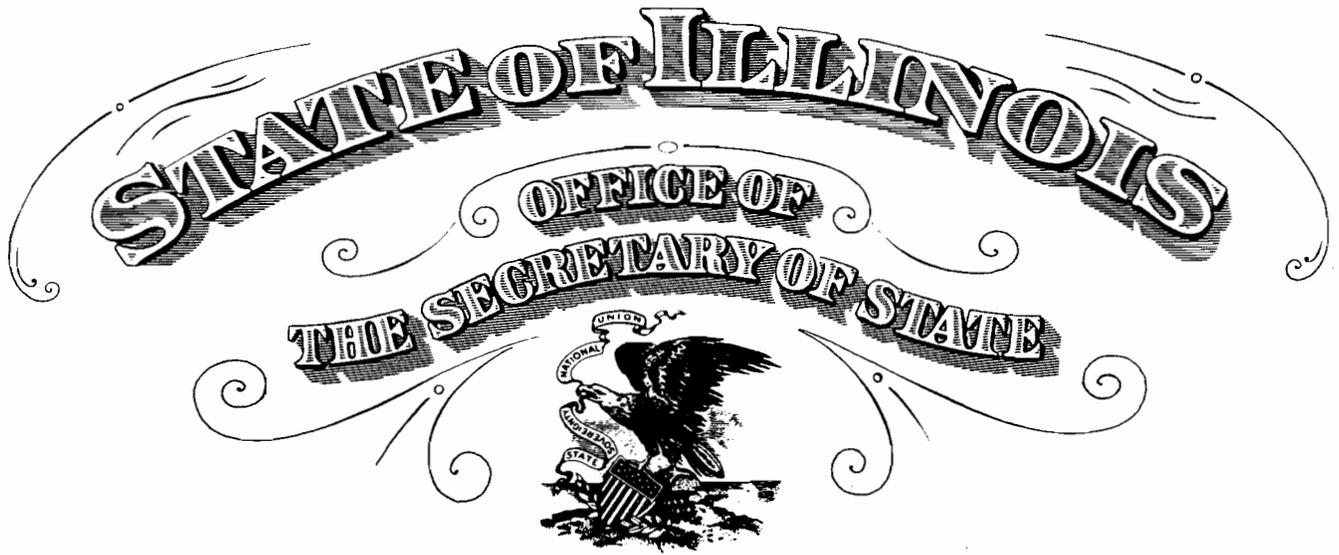


My commission expires: 3/2/12
Notary Seal

X 
Notary Public Signature

* 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.



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

B.U.I.L.D. INCORPORATED, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON MARCH 07, 1969, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE GENERAL NOT FOR PROFIT CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 4TH day of JANUARY A.D. 2011 .

Jesse White

Authentication #: 1100400600

Authenticate at: <http://www.cyberdriveillinois.com>

SECRETARY OF STATE

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 Overmire

PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

Maria de la Cruz

COOK COUNTY CHIEF PROCUREMENT OFFICER

COOK COUNTY COMPTROLLER

DATED AT CHICAGO, ILLINOIS THIS 4th DAY OF December, 2012.

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

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

11-53-028A

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 9843²³
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

ASSISTANT STATE'S ATTORNEY