

12-28-198

# PROFESSIONAL SERVICES AGREEMENT

Election Data Services, Inc.

BETWEEN



COOK COUNTY GOVERNMENT

On behalf of the Cook County Board of Commissioners

AND

Cook County Board of Commissioners Redistricting Committee

# PROFESSIONAL SERVICES AGREEMENT

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Economic Disclosure Statement  
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### List of Exhibits

Exhibit 1      Scope of Services/Proposal/Schedule of Compensation  
Exhibit 2      Board Authorization

## AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and Election Data Services, Inc, doing business as a(an) Corporation hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Board of Commissioners on the 13th day of March, 2012, as evidenced by Board Authorization letter attached hereto as EXHIBIT "2".

## BACKGROUND

*The County of Cook approved this Professional Service Agreement pursuant to its home rule powers and concurrence that the services provided by Election Data Services, Inc. are of a sole source nature in that the services being provided require a specialized skill, experience, or ability possessed by a particular source. 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/Proposal/Schedule of Compensation
- Exhibit 2      Board Authorization

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

**a)      Scope of Services**

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

**b)      Deliverables**

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

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

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

**c)      Standard of Performance**

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

Consultant must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant must provide copies of any such licenses. Consultant remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Consultant or its 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) 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 \$1,000,000 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.

**(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 \$1,000,000. 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.

(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) 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.

**f) 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.

**g) 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.

**h) 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.

**i) 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.

**j) 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 March 13, 2012 ("**Effective Date**") and continue until March 12, 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.

##### **c) Agreement Extension Option**

The Chief Procurement Officer may at any time before this Agreement expires elect to extend this Agreement for up to 1 additional one-year periods under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Consultant. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

## **ARTICLE 5) COMPENSATION**

### **a) Basis of Payment**

The County will pay Consultant according to the Schedule of Compensation in the attached Exhibit 1 for the successful completion of services. The Schedule of Compensation provides a project budget, including a budget for redistricting systems. Should the projected encumbrance for redistricting systems not be required due to the County's internal ability to provide hardware, said projected encumbrance may be applied towards consulting if necessary and agreed by the parties; however the total amount of the Contract shall not exceed the Board approved amount. Any increase in the contract amount requires agreement in writing by the parties and approval by the Chief Procurement Officer.

### **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 1. 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 shall include itemized records indicating the dates that services were provided, a detailed description of the work performed on each such date, and the amount of time spent performing work on each such date. 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, Board Authorization. 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: Deborah Sims, Cook County Commissioner  
118 N. Clark Street, Room 567  
Chicago, Illinois 60602

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: Election Data Services, Inc.  
6171 Emerywood Court  
Manassas, Virginia 20112  
Attention: Kimball W. Brace, President

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**

# Election Data Services

6171 Emerywood Court  
Manassas, Virginia 20112

202 789.2004 tel. or  
703 580.7267  
703 580.6258 fax  
Info@electiondataservices.com

**To:** Commissioner Deborah Sims  
Chairman of Redistricting for Cook County, IL  
Aeria Charles  
Chief of Staff

**From:** Kimball W. Brace, President  
Election Data Services, Inc.

**Date:** February 24, 2012

**Subject:** Proposal for Redistricting System and Support Services

After release of the 2010 TIGER/Line<sup>®</sup> and Redistricting Data (PL 94–171) files this spring, the Cook County Commissioners faces the arduous task of redrawing the County's Commissioner Districts. This task presents many challenges, including the technological challenges of processing large amounts of geographic, demographic, and political data with speed and precision; the legal challenges of drafting a plan that conforms to 30 years of court rulings on redistricting principles; and, finally, the political challenges of fashioning a plan that will be acceptable to a majority of the County Commissioners.

To help the County Commissioners meet these challenges, Election Data Services, Inc. proposes a solution of stand-alone computer workstations for the Legislature running the *autoBound Desktop Professional Redistricting System* from CityGate GIS. This is the same software that was utilized by Election Data Services, Inc. during the county's 2000 redistricting process. The *autoBound* system will be enhanced by several *REMAP 2010* modules developed by Election Data Services, Inc. for specialized redistricting tasks. In addition, Election Data Services, Inc. will prepare TIGER/Line and PL 94–171 databases for the redistricting system and will compile a political database of returns and voting statistics from the spring primaries and November general elections from 2002 to 2010. This includes the data from statewide offices, as well as city wide offices, along with commissioner level contests. As the Redistricting Committee begins the process of plan modeling, Election Data Services, Inc. will provide onsite representatives to assist the Committee staff with software operations and other redistricting tasks. During the redistricting process, Election Data Services, Inc. will provide a variety of consulting and support services, including strategic advice and demographic and political data analyses, to help decision makers draft a commissioner redistricting plan that will be both legally defensible and politically acceptable.

This proposal describes the redistricting system, redistricting databases, assistance to be provided by onsite representatives, and consulting and support services. These descriptions are followed by a timetable for delivery of products and services, a budget for the redistricting project, and information about the bidder. The bidder information includes a profile of Election Data Services, Inc.; a summary of our redistricting experience, resumes for members of the project team, and a list of redistricting clients and references.

## **Redistricting Software and Hardware**

For redistricting 2011-2012, we assume that the Council will provide office space in the County Building similar to the configuration from last decade. As a result, Election Data Services, Inc. proposes to provide the Cook County County Commissioners with two stand-alone Dell® computer workstations—one for use with the public and Council members and one for the staff person that will be in Cook County. Unlike in 2000, this decade we have also included a notebook computer in the configuration so as to facilitate the review of plan configurations while on travel and at public hearings. All three systems will be running ArcView® GIS, the *autoBound* redistricting system, and four REMAP 2010 modules. Like ten years ago, we propose that the redistricting room be equipped with an internal network between the machines, along with a large scale plotter for the production of large maps and a color laser printer capable of producing up to 11" x 17" printouts. If the large scale plotter that was used 10 years ago is still be sufficiently functional, we recommend that a preventive maintenance service call be placed on the unit. However, the color laser printer should be replaced with a newer model. Establishment of the redistricting workstations and installation of the redistricting software will be coordinated with Redistricting Committee. The proposed budget for redistricting systems includes installation services as well as technical support for system maintenance.

### ***AutoBound* Redistricting System**

The *autoBound Desktop Professional Redistricting System* was designed by CityGate GIS, a computer services consulting firm based in Annapolis, Md. CityGate GIS develops applications for public and private organizations with networking, database design, systems integration, and geographic information system (GIS) requirements. *AutoBound* runs with the popular commercial GIS program ArcView from ESRI (Environmental Systems Research Institute, Inc.), the worldwide leader in GIS technology.

*AutoBound* incorporates the latest GIS and database technology and features tools for importing TIGER and PL 94-171 data, a wizard-driven user interface, an Excel-compatible spreadsheet, a Professional Report writer, an intelligent contiguity analyzer, multiple district compactness tests, and a centralized workspace manager. *AutoBound* provides a password security system safeguarding access to redistricting plans as well as a comprehensive plan management system. Version 10 of *autoBound* will be installed on the redistricting workstations, as well as the notebook computer, along with copies of ArcView GIS.

### **REMAP 2010 Modules**

Three REMAP 2010 modules expand *autoBound*'s mapping, reporting, and data analysis capabilities. The fourth REMAP 2010 module provides a special interface for *autoBound*.

#### ***REMAP 2010 Interface Module***

The *autoBound* redistricting system provides a wide range of GIS tools with considerable flexibility to query, display, and statistically manipulate large amounts of political, demographic, and geographic data. This flexibility favors users experience with ArcView and the census TIGER and PL 94-171 databases. The REMAP 2010 Interface module will add themes based on

census TIGER classifications to the redistricting database and provide innovative tools for managing complicated ArcView operations to facilitate data analysis and plan drawing.

### *REMAP 2010 Mapping Module*

The REMAP 2010 Mapping module will provide additional map layouts and tools to incorporate high-level redistricting plan analysis routines for redistricting plan presentations. The additional map layouts are for district compactness measures, “featured” districts in a redistricting plan, and the comparison of two or more redistricting plans (e.g., Plan A v. Plan B). The module will include options for printing maps of a single district, selected multiple districts, and full citywide maps.

### *REMAP 2010 Reports module*

The REMAP 2010 Reports module, using special Crystal Reports® formats and special data processing routines, will provide pre-defined layouts for high-level reports describing redistricting plans with various contiguity and compactness measures and comparing the demographic characteristics of districts in two or more plans—for example, in a *Plan A v. Plan B Comparison Report*.

### *REMAP 2010 Front-end Analysis Module*

The REMAP 2010 Front-End Analysis module will use the geography of the TIGER/Line files and a variety demographic databases to identify population trends, generate “number of seats” estimates for defined geographic entities, and create proportional representation models for selected racial and language minority groups for plan modeling.

## **System Hardware**

Hardware specifications for the proposed redistricting workstations should be similar as the following:

- Dell® Precision™ Desktop Workstation T7500 MiniTower
- Quad Core Intel Xeon E5630 processor, 2.53GHz
- 6GB DDR3, RDIMM® 1333MHz (6 DIMMS™)
- Two 20" Dell 2099W HAS Wide Monitors
- Dual 1GB NVIDIA® Quadro® Quad MON graphics card (dual monitor capable)
- 3 1TB SATA 3.0Gb/s hard drive (7,200 rpm) with 32MB DataBurst Cache
- Microsoft® Windows® 7 Professional operating system
- Seagate 3 TB USB 2.0 FreeAgent GoFlex Desk External Drive backup unit
- 16X DVD+/-RW CD Read-Write drives

The hardware specifications include increased memory for enhanced software performance and a dual monitor configuration that will allow users to move toolbars, charts, and spreadsheets to one screen, leaving the other screen with an uncluttered view of the map. Each redistricting workstation will be equipped with two color printers: the *HP Color LaserJet CP6015xh Series* for reports and small maps—8½ x 11 in. and 11 x 17 in. (sizes A and B)—and the *HP DesignJet T770* printer for a full range of maps up to 34 x 44 in. (size E).

Based on what took place last decade, it is also our recommendation that a smaller notebook computer be obtained to make it easier to take a computer outside the redistricting office, as well as attending the anticipated public hearings around the city. This would be fitted with a Port Replicator so that the notebook could be docked into the redistricting office's network when in the office. We have priced a Dell Precision M6500 Mobile workstation for this purpose.

### **System Maintenance**

Although Election Data Services, Inc. proposes to provide onsite representatives who will be experienced with operating the redistricting systems, DEC and ESRI will ultimately be responsible for technical problems that might arise with *autoBound* and ArcView. The redistricting system budget, therefore, includes one-year contracts for *autoBound* technical telephone support from DEC and one-year contracts for ArcView standard maintenance from ESRI. There is also a service contract for the Dell system hardware.

## **Redistricting Databases**

Preparation of the Census-related geographic and demographic components of the redistricting database will include the processing of the 2010 TIGER/Line files and the 2010 Redistricting Data (PL 94-171) files for the *autoBound* redistricting system. In order to provide trend analysis of the last decade's population, demographic and political changes, we will also integrate the 2000 TIGER/Line files, the 2000 Redistricting Data (PL 94-171) files, and long form information from the 2000 Census.

The State of Illinois did participate in the Census Bureau's Phase 2 program in 2007-2009 when the Bureau asked for precinct boundaries from the state. However, these were just the precincts that were utilized in the 2008 – 2009 elections. Because the County & Chicago City has continually made changes to precincts in different parts of the county for each election in the past decade, a significant amount of work will need to be done in a short amount of time to collect past precinct maps that were utilized over time, digitize the maps on the new census geography, cross check the information with that contained in the county's voter registration system (by geocoding the voter registration records to the 2010 census geography base), and further double checking the list of precinct geography against the election returns maintained by the City Board of Elections.

The election returns for the past decade will be collected from the County Clerk & City Election Board and verified with information in Election Data Services, Inc.'s possession. The election returns would contain contests from both even year elections, as well as the odd year election calendar followed in the city. Therefore, the major database construction task will be to compile a political database of returns 2002 to 2010.

### **Geographic Database**

Election Data Services, Inc. will convert the various 2010 TIGER files into the *shapefile* format required by the *autoBound* redistricting system and merge the various files to create a citywide base map for redistricting. Layers of voting districts for the 2002–2010 elections will be created

by collecting precinct maps for each election from the City Board of Elections, and then digitizing them onto the base geography maintained in the TIGER/Line files. GIS and database programmers will also prepare legends, label fields, and other base map configurations to make the *autoBound* redistricting system ready for plan modeling.

An example of the type of work necessary to create voting district boundaries is that Election Data Services, Inc. will check with both the County Clerk's office and the City Board of Elections to inquire about precinct maps for each 2-year election cycle, as well as information on any boundary changes between each two year cycle. If it becomes necessary to digitize new precincts, a research analyst will collect maps of the new precincts. A GIS mapper will then analyze the maps to identify boundary changes, reconcile any differences between voting district IDs on maps and election returns, and create a new census-to-voting district equivalency. A GIS or database programmer will assist with verifying the new voting district equivalency and creating a new voting district boundary *shapefile* for the redistricting database.

### **Demographic Database**

From the 2010 Redistricting Data (PL 94-171) file for the state of Illinois, Election Data Services, Inc. will define data fields and otherwise configure the demographic database to ready the *autoBound* redistricting system for plan modeling. A proposed study of the multi-race categories in the 2010 PL files described later in this proposal will provide information for setting up the demographic database.

Unlike previous decades, the Census Bureau eliminated the long-form Census questionnaire from the 2010 Census as a cost savings mechanism along with fulfilling the desire to provide demographic characteristics on a more frequent basis than once every 10 years. As a result, the Bureau created the American Community Survey (ACS) which is designed to give a wide variety of demographic data at various geographic levels. Earlier in December, 2010 the Bureau released the first of their smallest geographic data (down to the census block group) that covers survey responses from 2005 through 2009. While the survey is not designed to provide total population estimates, it does provide characteristics that were formerly in the long-form data of previous decades, such as age, income, racial, and housing characteristics. These same types of data were utilized last decade to study and create "communities of interest", adhering to a redistricting principle consistently enumerated by the U.S. Supreme Court in cases such as *Miller v. Johnson*, 115 S. Ct. (1995); *Bush v. Vera*, 116 S. Ct. (1996), and *Lawyer v. Department of Justice*, 117 S. Ct. (1997).

While the ACS information provides valuable information for use in redistricting, the one downside of the new 2005-2009 numbers is that they were released based upon the 2000 census geography, not the same geography depicted in the 2010 TIGER/Line. As a result, there needs to be an equivalency built between the two geographic files, using GIS programming techniques, in order to bring the data for commissioner to the 2010 geography. This will allow Election Data Services, Inc. to create a "community of interest" component of the master database to develop information for plan modeling and litigation support, if necessary.

### *Community of Interest Data*

The proposed Community of Interest database will be composed of (1) the boundaries of administrative and commercial regions such as school districts, police precincts, and media markets, and (2) data related to common interests and common characteristics—i.e., socio-economic and demographic data, such as 2000 STF3 data and 2005-2009 ACS data. The database will also include geographic regions, such as traffic analysis zones (TAZs), that can be extracted from the TIGER/Line files as well as election returns and voting statistics that have already been compiled for the political database. A proposed study of the data described later in this proposal will develop definitions of communities of interest for plan modeling and litigation support.

### *Citizens Voting Age Population Estimates*

In February, 2011 the Census Bureau released a special data file created on behalf of the Department of Justice that provided Citizenship Voting Age Population counts, by racial and Hispanic origin from the 2005-2009 ACS data files. This was very similar to the special tabulation file that Election Data Services, Inc. purchased from the Census Bureau in 2000 for Cook County and other clients so that calculations could be made of the impact of citizenship on demographic characteristics. While this new special DOJ data file was created from the same database that was used by the Census Bureau to create the 2005-2009 ACS results released in early December, 2010, users will need to evaluate the DOJ file versus the ACS results file. There were different racial groupings in the DOJ file. Like the discussion above on the different geographies used with this ACS data, the DOJ files will need to undergo the migration from 2000 geography to that shown in the 2010 TIGER/Line files.

### *Prison Population Counts*

In May, 2011 the Census Bureau is expected to release a special file from the 2010 Census that will show the counts of total population that are in a variety of group quarters for each census block in the nation. It will not have any racial sub-categorization, nor any age breakdowns (such as voting age). These group quarters include such places as college residence halls, residential treatment centers, skilled nursing facilities, group homes, military barracks, correctional facilities, and workers' dormitories. It is the prison population that has been subject of various attempts in different states (including Illinois) to either exclude the prison population from the redistricting process or to seek to develop ways to shift that population back to the home address of the prisoners (this will be done in three states, Delaware, Maryland & New York).

While there was no bill passed by the State Legislature on this subject, it will be important to know the impact that any prison population might have on different districts. As a result, we are proposing a two part effort. First, when the special group quarters datafile is released by the Bureau, Election Data Services, Inc. will utilize specially developed programs that will identify the blocks affected by prisons in the City, calculate what percentage of the block's total population are in prison, and show the racial mix for the block based upon the data from the PL 94-171 file. Second, the relevant data will be added to the redistricting database and additional spreadsheets of information will be added to the *autoBound* redistricting system. In this manner, the issue can

be evaluated for the current existing districts, as well as any plans that are developed during the redistricting process.

**Political Database**

In order to facilitate both the line drawing process as well as the analysis of voting patterns, a large database of election returns, registration counts and turnout numbers needs to be compiled. This included the results of contests that are directly impacted by the commissioner redistricting, such as the offices of Commissioner, but also contests that are conducted County and city wide. This would include the other County elected offices, as well as City Offices. We will determine with the Committee whether Chicago specific elections for Alderman and Committeemen should also be in the database. While the city specific contests were conducted in 2003, 2007 and 2011, the Commissioner Committeemen contests are conducted in even, presidential year primary only elections in 2004 and 2008. All of these contests would be considered the minimum political dataset.

Because the County Clerk and the City Board of Elections can provide all of their returns in electronic format, expensive keypunching is not necessary. It also makes sense to look to other contests in even years to have in the database. These would be statewide and county wide contests. Finally, in order to facilitate racial bloc voting analysis, there also needs to be concentration on contests where minority candidates were present on the ballot. After returns have been prepared, all of the election data must be disaggregated from the voting district level to the census block level for redistricting..

**Returns and Voting Statistics  
 for Election Database**

2010	U.S. Representative Governor Lieutenant Governor Treasurer Secretary of State Attorney General County Commissioner County Clerk County Sheriff County Treasurer County Assessor State Senator State Representative Voter Registration Voter Turnout	2006	Voter Registration Voter Turnout U.S. Senator U.S. Representative Governor Lieutenant Governor Treasurer Secretary of State Attorney General County Commissioner County Clerk County Sheriff County Treasurer County Assessor State Senator State Representative Voter Registration Voter Turnout
2008	U.S. President U.S. Senator U.S. Representative State Senator State Representative	2004	U.S. President U.S. Representative

	State Senator	County Sheriff
	State Representative	County Treasurer
	Voter Registration	County Assessor
	Voter Turnout	State Senator
2002	U.S. Senator	State Representative
	U.S. Representative	Voter Registration
	Governor	Voter Turnout
	Lieutenant Governor	
	Treasurer	
	Secretary of State	
	Attorney General County	
	Commissioner	
	County Clerk	

To compile the election database, a research analyst will create a candidate summary for both the Spring primary and November general elections for each of the election cycle years of 2002, 2004, 2006, 2008 and 2010. If election returns are available in automated form, a database programmer will process the digital files of election returns, extract information for the candidate summary for the appropriate elections, assist the research analyst with verifying the database against published district and statewide returns, and prepare election data files for the disaggregation program. For any returns not in automated form, a research associate will keypunch returns for the appropriate number of voting districts used in that election from paper records maintained by town clerks, the Secretary of State, and the State Board of Elections.

### ***Master Candidate Summary***

The Master Candidate Summary will identify candidates for office by district number, gender, race, political party affiliation, and other factors. It will also include the residential addresses of all incumbent legislators elected in November 2010. After use for keypunching, the master candidate summary will provide information for a racial bloc voting analysis described later in this proposal. An extract of the master candidate summary will be used to create *point* layers and accompanying attribute files for incumbent legislators for plan modeling. Because redistricting is a political process, the individuals assigned the task of drafting alternative congressional and legislative redistricting plans will need to know where incumbent U.S. representatives and County Commissioners members reside. The point layers will allow users of the *autoBound* redistricting system to display address locators for incumbent legislators, query the attribute data, and create labels for points on the digital map.

To create the master candidate summary, a research analyst will work with staff of the County Commissioners to obtain the candidate information and the residential addresses of legislators. A database programmer will create the *point* layers by geocoding the residential addresses of Cook County's two congressional representatives, 37 state senators, and 75 state representatives.

### ***Disaggregated Political Data***

To complete construction of the political database, Election Data Services, Inc. will disaggregate the precinct/voting district-level data. For political data to be available for the racial bloc voting analysis and other studies, Election Data Services, Inc. proposes first to geocode a registered

voter file and then allocate votes for candidates and voter registration and turnout statistics among census polygons in the TIGER/Line files based on the number of registered voters in each polygon. As soon as the 2010 PL 94–171 data file is released in March 2011, the election data will be disaggregated again, this time based on the voting age populations (VAP) of census blocks in TIGER. Results of the two methods will be compared, and the County Commissioners will be able to choose which type of disaggregated data to use for plan modeling.

Work on geocoding the statewide voter file and disaggregating election returns for 2002–2010 can begin as soon as a contract is signed. The disaggregation by VAP data can be performed as soon as the PL file for the state of Cook County is released. Most of the work will be performed by a database programmer who will modify the disaggregation program for both the VAP and Voter file methods, perform the disaggregation routines, and prepare election data files for the *autoBound* redistricting system.

## **Onsite Project Assistance**

In 1990 and 2000, Election Data Services, Inc. assigned one of its own staff members as an onsite representative to provide software support services and consulting to the Cook County Redistricting Committee and assist the Committee with special projects. The 1990s assignment lasted for about nine months, from July 1991 to March 1992 when a redistricting plan was adopted by the County Commissioners, while in the 2000s process there was one full time EDS staffer in state and supplemented by President Kimball Brace at least once a week. For redistricting 2010, Election Data Services, Inc. proposes to again provide one full time qualified staff representative and supplemented by President Kimball Brace as needed. Both of them will work onsite and assist the Cook County Redistricting Committee, with data analysis, plan modeling, and redistricting project administration.

The onsite representatives will be familiar with the Cook County redistricting database, proficient with the operation of *autoBound*, ArcView GIS, and the REMAP 2010 modules. The assignment of the onsite representatives could begin immediately and extend until the redistricting work is completed. The budget for onsite project assistance includes 1.5 assignments for 4 months. The assignments can be extended, if necessary. The personnel services fee for each representative will be \$12,500 per month, plus living and travel expenses. Travel will consist primarily of monthly trips from Providence to Election Data Services, Inc.' office in Manassas, Va., for briefings and staff training.

## **Redistricting Consulting and Support**

This section describes a variety of studies and consulting services to develop information for plan modeling and to provide additional assistance to Committee members while the redistricting process is underway. Many of these offerings involve legal consultants, political scientists, and demographic experts who will participate in the project as subcontractors. These subcontractors

are identified in the following descriptions and their resumes are attached to this proposal. The proposed studies and consulting services include the following:

- “Front end” demographic analysis to develop information for plan modeling—e.g., “number of seats” projections for defined geographic entities
- Racial bloc voting analysis for plan modeling and litigation support, if necessary, to determine if voting in Cook County is polarized by race
- Analysis of the multi-race categories in the 2010 Redistricting Data (PL 94–171) files to develop information for plan modeling
- Analysis of citizenship data in ACS and Department of Justice file and it’s impact on plan development
- Analysis of “community of interest” data to develop information for plan modeling and litigation support, if necessary
- Analysis of federal court rulings on traditional redistricting principals to develop information for plan modeling
- Advice on the legal ramifications of using raw or census population counts that were adjusted to account for either citizenship or prisoner counts for plan modeling
- Overall assistance with redistricting, including strategic advice for development of a legally defensible redistricting plan
- Litigation support services, if necessary—e.g., demographic studies, court documents, and expert witness testimony

### **Front-End Demographic Analysis**

The proposed “front-end demographic analysis” will identify population trends, generate profiles of current districts, earmark over- and under-populated districts, compile “number of seats” projections for defined geographic entities, and create proportional representational models for racial and language minority groups. The study will use the census and political geography of the TIGER/Line files, preliminary population data from the 2010 census, and the 2010 PL 94–171 data when released in March 2011. Findings of the analysis will be presented in written reports.

The proposed front-end demographic analysis will be conducted by Kimball Brace, President of Election Data Services, Inc., and a nationally recognized expert on redistricting and the census, and Dr. Bill Rives, a leading demographer who will be working as a subcontractor. Dr. Rives is a prominent demographer and senior lecturer at Ohio State University in Columbus, Ohio. A database programmer and technical writer will assist with the analysis.

### **Racial Bloc Voting Analysis**

The proposed racial bloc voting analysis will determine whether voting in Cook County, or in specific regions of the state, is polarized by race. The results of the analysis can also be used to calculate the percentage of minority population that will be needed to ensure that the minority community in a district has an opportunity to elect candidates of choice.

The racial bloc voting analysis will compare the voting patterns of whites and racial and language minority groups. Because information on how individuals have voted is generally not available, statistical techniques are required to establish that information. The standard analytical procedures for estimating how whites and racial and language minorities have voted are (1) homogeneous precinct analysis, (2) bivariate ecological regression, and (3) ecological inference. Two of the procedures—homogeneous precinct analysis and bivariate ecological regression analysis—have the benefit of the Supreme Court's stamp of approval in *Thornburg v. Gingles*, 478 S.Ct. (1986). The more recently developed third technique, ecological inference, is widely regarded as an improvement over the traditional bivariate ecological regression analysis.

The racial bloc voting analysis will be conducted by Kimball Brace and Dr. Bill Rives, participating in the study as a subcontractor. The analysis will produce a series of reports that will be provided to the County Commissioners along with conclusions of the study team. Because the analysis requires demographic data from the 2010 census, the team's conclusions cannot be presented before May 2011.

### **2010 PL File Analysis (Multi-race)**

Because respondents to the 2010 census were permitted to identify themselves according to one or more racial and ethnic categories, the 2010 Redistricting Data (PL 94-171) files will have 288 fields of data. Most of the data fields will be multi-race combinations of various categories. Because a state or local government may not need all 288 columns of racial and ethnic data for redistricting, Election Data Services, Inc. proposes to conduct an analysis of the 2010 PL data files to develop recommendations on which data fields should be used in the state of Cook County for plan modeling and to defend a redistricting plan, if challenged in the courts. The study team's recommendations will be presented in a written report.

The proposed analysis of the 2010 PL file will be conducted by Kimball Brace and demographer Dr. Bill Rives, working as a subcontractor. The study will be conducted as soon as the 2010 PL data file for Cook County is released in March 2011. A technical writer will assist with compiling the report of the study team's recommendations to the County Commissioners.

### **Community of Interest Data Analysis**

A series of recent court decisions, beginning with *Shaw v. Reno* in 1993, has brought renewed interest to the subject of communities of interest. The U.S. Supreme Court identified respect for communities of interest as one of several "traditional redistricting criteria" to be considered when promulgating a redistricting plan. Although rarely defined by statute, a "community of interest" is generally thought of as a group of individuals united by shared interests or values.

Election Data Services, Inc. can assist the County Commissioners in identifying various communities of interest by a variety of objective methods. Borrowing from practices in other countries and from scholarly research on the subject, Election Data Services, Inc. proposes to employ a two-pronged approach to identify communities of interest: “bottom-up” and “top-down” approaches.

The “top-down” approach employs objective information. In general, objective criteria for communities of interest can be divided into three categories: (1) administrative and geographic boundaries—i.e., county and municipality boundaries, school district lines, and police precincts; (2) patterns of interaction—i.e., transportation patterns, economic ties, and communication networks; and (3) common interests and characteristics—i.e., socio-economic and demographic data in the 2000 STF3 and the new 2005-2009 ACS data, along with ESRI demographic and population estimates files, as well as election returns and voting statistics. Much of the information relevant to these categories is available from the U.S. Census Bureau or planning departments of state and local governments. A computer program measuring the degree of community homogeneity will be used to identify possible communities of interest from this information.

The “bottom-up” approach relies on input from the community. Public officials knowledgeable about local conditions, citizens groups, and the general public will be asked to identify communities of interest as they see them. This information can be collected through public hearings and interviews with public officials. After collection, this information will be entered into the *autoBound* redistricting system.

The analysis of community of interest data will produce written reports and a series of maps, graphics, and statistical tables. The analysis will be conducted by Kimball Brace and Dr. Bill Rives. A database programmer will assist with the analysis.

### **Redistricting Court Rulings**

Recent court rulings on traditional redistricting principles will provide some guidance for drafting redistricting plans that can successfully withstand legal challenges. Election Data Services, Inc., in conjunction with H. Reed Witherby, one of the leading redistricting attorneys in the nation, proposes to conduct a comprehensive analysis of federal court rulings on traditional redistricting principles, such as district compactness, district contiguity, protection of incumbents, and respect for political subdivisions and communities of interest. Six different areas will be covered:

1. Federal constitutional population equality requirements (“one person, one vote”).
2. Federal constitutional and statutory protections against minority vote dilution, including the extent to which the Voting Rights Act will require minority-majority districts. There remain difficult legal questions affecting the application of the Voting Rights Act in areas with minority populations.
3. The federal constitutional prohibition of racial gerrymandering, i.e. drawing district lines predominantly on the basis of race and subordinating traditional state redistricting principles.

ples without a compelling state interest. The standards for finding a racial gerrymander put a premium on identifying and giving effect to traditional state redistricting principles.

4. The Cook County Constitution's requirements with respect to redistricting, as interpreted and applied by the Cook County Supreme Court.

5. The identification and implementation of redistricting principles as a matter of state law and policy. Subject to the requirements of federal law and the Cook County Constitution, the County Commissioners may reaffirm principles from past redistrictings, or it may articulate and adopt new principles, as a matter of state public policy.

6. The status of the law regarding constitutional constraints upon political gerrymandering.

The primary purpose of the analysis will be to develop alternative methods of compliance with the rulings for plan modeling and litigation support, if necessary. The analysis of court rulings and a description of alternative methods of compliance will be presented to the County Commissioners and any Redistricting Commission that may be created.

The proposed analysis will be conducted by Kimball Brace and H. Reed Witherby, a legal consultant working as a subcontractor. Mr. Witherby is an attorney in private practice in Boston, Massachusetts. Formerly he was an Assistant Attorney General in Massachusetts and special counsel to the Massachusetts Senate Redistricting Committee.

### **Overall Redistricting Assistance**

Election Data Services, Inc. can provide a variety of services to assist the County Commissioners with data analysis and drafting redistricting plan alternatives while the redistricting process is underway. These services include, but are not limited to strategic advice on the development of redistricting plan alternatives that can successfully withstand challenges in the courts. Election Data Services, Inc.' staff of redistricting consultants, GIS and database programmers, technical writers, and research analysts can provide such assistance on an hourly basis. Services of the demographic and voting rights consultants will also be available.

This proposal includes a budget for redistricting consulting services amounting to about 50 hours per month for a four month period starting immediately. Additional hours of redistricting consulting and support are available.

### **Litigation Support**

Election Data Services, Inc. can provide a variety of litigation support services to assist the County Commissioners if a redistricting plan is challenged in the courts on compactness, dilution of minority voting rights, or other grounds. These services include, but are not limited to (1) on or off site consultations to provide strategic advice, (2) studies of voting behavior or district form and compactness to develop information for a plan's defense, (3) the preparation of maps, reports and other documents for court submissions, and (4) the presentation of expert witness testimony. Studies may require the construction of special databases.

Litigation support services will be provided on an hourly basis; however, this proposal does not include a budget for litigation support services because of the difficulty of determining the County Commissioners's needs without information about the nature of any legal challenge to a redistricting plan.

Mr. Witherby's firm, Smith & Duggan was established in 1989. The Firm has grown to seventeen lawyers, with a practice that is largely focused upon trial and appellate litigation and includes a significant public law component. The firm provides a wide range of legal services to clients in New England and beyond; it represents Fortune 500 corporations, government agencies, small businesses, start-up and early stage companies, and large health care providers, as well as individuals. The resources of the firm are available for support to Mr. Witherby as needed.

## Project Budget

The following is the proposed estimated budget for the redistricting system, databases, and support services described in this proposal. The budget estimates include software, hardware, technical support, personnel (direct labor), travel, materials, and miscellaneous expenses. Direct labor cost estimates are based on the number of hours required to perform services for past projects; however, only for the actual number of hours required to perform a service will be billed. The total estimated budget for all products and services is \$521,850.

### Proposed Budget for Redistricting Systems, Databases, and Consulting Services

<b>Redistricting Systems</b>		<b>Redistricting Databases</b>	
Software licenses		Geographic database (TIGER)	
<i>autoBound</i> , incl. ArcView (3)	\$16,235	Direct labor costs	\$16,800
REMAP 2010 modules (8)	<u>24,000</u>	Materials and other expenses	<u>100</u>
Subtotal	\$40,235	Subtotal	\$16,900
Hardware		Demographic database (PL 94-171)	
Dell® workstations (2)	\$14,646	Direct labor costs	\$24,200
Dell® notebook workstation	4,117	Materials and other expenses	<u>400</u>
HP large format color printer	4,670	Subtotal	\$24,600
HP reg. format color printer	5,999	Political database (election returns)	
Tax & shipping	<u>1,972</u>	Geocoding Voter file	\$20,989
Subtotal	\$31,404	Direct labor costs	\$56,430
System maintenance –		Materials and other expenses	<u>550</u>
Installation, plus travel exp.	2,665	Subtotal	\$77,969
ArcView GIS std. maintenance	1,785	“Community of Interest” data	
<i>autoBound</i> stand. maintenance	3,000	ESRI file of demographics	\$4,000
REMAP maintenance/support	<u>4,000</u>	Direct labor costs	\$25,250
Subtotal	\$10,450	Materials and other expenses	<u>100</u>
<b>Total redistricting systems</b>	<b>\$82,089</b>	Subtotal	\$31,350
		<b>Total redist. databases</b>	<b>\$150,819</b>

**Onsite Project Assistance**

<b>Onsite Representative</b>	
Fee for 4 mos. @ \$10,000/mo.	\$40,000
Travel costs and living exp.	<u>14,600</u>
Subtotal	\$54,600
<b>Redistricting Consulting</b>	
Fee for 4 mos. @ \$3,500/mo.	\$14,000
Travel costs and living exp.	<u>30,000</u>
Subtotal	\$44,000
<b>Total onsite assistance</b>	<b>\$98,600</b>

**Redistricting Consulting**

<b>Front-end demographic analysis</b>	
Direct labor costs	\$20,000
Travel costs	1,500
Materials and other expenses	<u>250</u>
Subtotal	\$21,750
<b>Racial bloc voting analysis</b>	
Direct labor costs	\$64,270
Travel costs	2,665
Materials and other expenses	<u>450</u>
Subtotal	\$67,385
<b>2010 PL file analysis (multi-race)</b>	
Direct labor costs	\$20,000
Travel costs	1,500
Materials and other expenses	<u>250</u>
Subtotal	\$21,750
<b>“Community of interest” data analysis</b>	
Direct labor costs	\$25,000
Travel costs	1,500
Materials and other expenses	<u>250</u>
Subtotal	\$26,750
<b>Overall redistricting assistance</b>	
Direct labor costs	\$45,000
Travel costs	7,357
Materials and other expenses	<u>350</u>
Subtotal	\$52,707

<b>PROJECT TOTAL</b>	
Redistricting Systems	\$ 82,089
Redistricting Databases	150,819
Onsite Project Assistance	98,600
Redistricting Consulting	<u>190,342</u>
<b>TOTAL</b>	<b>\$521,850</b>

## **Bidder Information**

This section describes Election Data Services, Inc. and the firm's experience with redistricting. The section includes resumes for members of the project team and a list of the firm's redistricting clients and references.

### **Profile of Firm**

Election Data Services, Inc. is a political consulting firm specializing in redistricting, election administration, and the analysis and presentation of census and political data with GIS (geographic information systems). Election Data Services, Inc. was founded in 1977 and has developed a variety of GIS and political information products and services for businesses, governmental organizations, and trade and professional associations. In addition to the redistricting products and services described below, the firm provides reprecincting software, district boundary files for GIS, and ZIP+DISTRICT data files linking postal ZIP Codes to congressional and legislative districts.

Election Data Services, Inc. maintains nationwide databases on election administration and county-level voting statistics. The firm also conducts needs assessments and systems requirements analyses for voting equipment and voter registration systems. With the Capitol Hill newspaper *Roll Call*, Election Data Services, Inc. regularly publishes a general election poster with thematic maps of election results for President, U.S. Senator, U.S. Representative, Governor, and members of State Legislatures.

The officer empowered to bind Election Data Services, Inc. to a redistricting contract is Kimball Brace, president of the firm. Questions about this proposal should be directed to Mr. Brace at the address below:

Kimball W. Brace, President  
Election Data Services, Inc.  
6171 Emerywood Court  
Manassas, VA 20112-3078  
Tel.: (202) 789-2004 or (703) 580-7267  
Fax: (703) 580-6258  
E-mail: [kbrace@aol.com](mailto:kbrace@aol.com)

### **Redistricting Experience**

Election Data Services, Inc. is qualified to provide the products and services described in this proposal through extensive experience with redistricting and the census. Since our first redistricting projects in 1979, Election Data Services, Inc. has constructed redistricting databases and provided redistricting software and support services to more than 50 state and local government organizations, including the Cook County Commissioners in the 1990 and 2000 round of redistricting..

In the past, Election Data Services, Inc. has provided software, databases, and support services to more than half the states in the nation, including Illinois, for the Census and Redistricting process in the past three decades. With the 2010 redistricting process, Election Data Services, Inc. enters its fourth decade of redistricting work, longer than any other company in the nation. We also provided GIS software and technical support services to the U.S. Dept. of Transportation for the 2000 Census Transportation Planning Package (CTPP), a program similar to Phase 2 precincting program. The project included technical support services to 400 metropolitan planning organizations (MPOs) and 400 state departments of transportation (DOTs) nationwide. Election Data Services, Inc. also provides GIS and election databases to public and private organizations.

## **Project Team**

The following describes the experience and qualifications of personnel who will provide the redistricting services identified in this proposal. Resumes for principals have been attached to this proposal.

**Kimball W. Brace, Project Manager/Redistricting Consultant.** Kimball Brace is the President of Election Data Services, Inc. and a nationally recognized expert on redistricting and the census. Mr. Brace has consulted on the development of redistricting plans, provided technical assistance to legislatures and redistricting commissions, and testified as an expert witness in redistricting court cases around the country.

Since founding Election Data Services, Inc. in 1977, Mr. Brace coordinated congressional and legislative redistricting database projects in eight states in 1990, projects in six states for the Census 2010 Redistricting Data Program, and a GIS software development and technical support project for the 2010 Census Transportation Planning Package. He has testified in over 75 different court cases over the past three decades. Mr. Brace has a bachelors degree in political science from American University in Washington, D.C. Mr. Brace's vita is attached to this proposal.

**Dr. Bill Rives, Demographic Consultant.** Dr. Bill Rives is a Senior Lecturer for the Department of Finance, Fisher College of Business at the Ohio State University located in Columbus, Ohio. Dr Rives is a professional demographer with more than three decades of experience in the production and use of population estimates and forecasts for local communities. He has held research staff appointments at the Census Bureau and was an advisor on the development of the new American Community Survey program, designed to produce more frequent demographic information for counties and larger cities.

Dr. Rives has been qualified as an expert witness in U.S. District Court on demographic and statistical analysis, and has testified on demographic matters related to federal voting rights litigation in the Fifth and Seventh U.S. Judicial Circuits. He is the author of *Introduction to Applied Demography*, a popular text on population estimation and analysis for graduate and professional programs in demography, business and regional planning. Dr. Rives' vita, with address and contact information, is attached to this proposal.

**H. Reed Witherby, Legal Consultant.** Reed Witherby is an attorney with the firm of Smith & Duggan, LLP, in Boston, Mass. Mr. Witherby has extensive experience in

public representation involving issues of constitutional law and statutory interpretation. With respect to redistricting in particular, Mr. Witherby advised the Rhode Island County Commissioners in its preparation of redistricting plans following the 2000 census. He also advised the Massachusetts Senate in drawing new districts following the 2000 Census and represented both branches of the Massachusetts General Court following the 1990 Census.

He has been involved with voting rights issues since 1987, when as an Assistant Massachusetts Attorney General he defended the Massachusetts General Court's 1987 Senate and 1988 House redistricting plan against a federal court challenge. After joining Smith & Duggan, Mr. Witherby successfully defended those same Massachusetts legislative redistricting plans against a new federal court challenge. In 1993, he advised the Massachusetts House on drawing new districts for the 1994 elections and responded to a U.S. Dept. of Justice inquiry.

In addition, Mr. Witherby represented (in some cases as lead counsel; in other cases as a member of a team, working with local trial counsel) the Massachusetts Legislature, the Rhode Island Senate, the New York Senate minority leader and, briefly, the San Carlos Apache Tribe (in Arizona) in redistricting litigation. He has taught, written and spoken on redistricting law and voting rights issues. The Massachusetts Senate recently engaged him, through Smith & Duggan, to again serve as Special Counsel to its Redistricting Committee for the upcoming round of congressional and legislative redistricting in Massachusetts. Attached is a full list of Mr. Witherby's redistricting experience as set forth on his résumé, which includes his contact information.

Mr. Witherby has lectured on redistricting law and will teach a seminar on voting rights law this winter as an adjunct professor at Northeastern University School of Law. He is the co-author (with Paul A. Lazour) of "Redistricting in Massachusetts," a chapter in the compendium *Massachusetts Election Administration, Campaign Finance and Lobbying Law* (P. Sturges, ed., MCLE 2010). Mr. Witherby received his undergraduate degree from Harvard College and his law degree from the University of Pennsylvania Law School.

**Mat Krogelecki, GIS Programmer.** Mathew Krogulecki is a consultant to Election Data Services, Inc., specializing in GIS and mapping software. He has extensive experience in ESRI's Arc line of products, including using the programs to analyze spatial files. He has worked with Election Data Services, Inc. in the production of the 2006, 2008 and 2010 Election Results poster following those year's general elections. He is a graduate of Michigan State University with a major in Geography.

**David Peterson, Database Programmer.** David Peterson is a consultant to Election Data Services, Inc., specializing in database work with election returns. He has been involved for the past several years with maintaining the extensive election results Sequel database that Election Data Services, Inc. has developed for several of our clients, including a precinct level database for the entire State of Illinois that is nearly 2TB large and encompasses the past two decades of primary and general election results.

**Abdelmounaam Sami, GIS Mapper.** GIS mapper Abdelmounaam Sami was one of several staff that has been working with precinct boundaries in a GIS system, interpreted precinct maps, interacted with county election administrators to clear up discrepancies,

and created jpg images of discrepancy areas. He has been involved in many production aspects of software that has been developed by Election Data Services, Inc., including its programs for the Bureau's Block Boundary Suggestion Project, the Bureau's Phase 2 and Verification program, and the Traffic Analysis Zones (TAZ) Program. He is a graduate of the University of the District of Columbia's Department of Geography and Urban Studies.

**Dean Plotnick, Research Analyst.** Dean Plotnick is the director of research at Election Data Services, Inc.. Mr. Plotnick maintains an election administration database and has assisted with the construction of several election databases, including the Rhode Island redistricting database in 1990 and 2000. He has a bachelor's degree in political science and public administration from Trenton State College (N.J.), and a master's degree in public administration from American University in Washington, D.C.

## **Clients and References**

The following is contact information for recent redistricting and GIS clients:

- Program: 2000 Census Transportation Planning Package (CTPP)**  
Organization: Federal Highway Administration, U.S. Department of Transportation  
Services: Software development and technical support to 400 metropolitan planning organizations (MPOs) and state departments of transportation (DOTs)  
Contact: Elaine Murakami, Community Planner  
(202) 366-6971
- Program: 2000 & 2010 Redistricting Data Program  
(Phase 1 BBSP and Phase 2 VTDP) (examples)**  
Organization: Alaska Department of Labor/State Data Center  
Services: Software, software customizations, and technical support  
Contact: Kathryn Lizik, Coordinator  
(907) 465-2437
- Organization: Connecticut General Assembly  
Services: Software and technical support, plus construction of an election database for redistricting 2000  
Contact: Dan Duffy, Analyst  
(860) 240-8400
- Organization: Illinois State Board of Elections  
Services: Onsite assistance to construct a statewide voting district database  
Contact: Dan White, Executive Director  
(217) 782-4141
- Organization: Indiana Legislative Services Agency  
Services: Software, software customizations, technical support, and construction of an election database for redistricting 2000  
Contact: Maureen Bard, Co-Manager  
(317) 233-2897
- Organization: Iowa Legislative Services Bureau

Services: Software and technical support  
Contact: Diane Bolender, Director  
(515) 281-3566

Organization: New Mexico Legislative Council Service  
Services: Software and technical support  
Contact: Paula Tackett, Director  
(505) 986-4600

Organization: Rhode Island General Assembly  
Services: Onsite assistance to construct a statewide voting district database

**Program: 1980, 1990 & 2000 Congressional and Legislative Redistricting (examples)**

Organization: Colorado Legislative Council  
Services: Construction of statewide geographic and election databases

Organization: Rhode Island General Assembly  
Services: Construction of statewide geographic and election databases, software customization and technical support, and onsite project assistance

Organization: Florida House of Representatives  
Services: Construction of statewide geographic and election databases, plus litigation support for congressional and state house redistricting plans

Organization: Illinois Speaker of House and President of Senate  
Services: Construction of statewide geographic and election databases, software customization and technical support, onsite project assistance, and litigation support for congressional and state legislative redistricting plans

Organization: Iowa Legislative Services Bureau  
Services: Construction of statewide geographic and election databases, software customization and technical support, onsite project assistance, and litigation support for a court case on public access to the redistricting database

Organization: Massachusetts General Court  
Services: Construction of a statewide geographic and election database, assistance with drafting congressional and legislative redistricting plans, and litigation support for legislative redistricting plans

Organization: Michigan Legislature  
Services: Construction of statewide geographic and election databases, plus litigation support for congressional redistricting plan

Organization: Rhode Island Reapportionment Commission  
Services: Construction of a statewide geographic and election database, and onsite assistance with drafting congressional and legislative redistricting plans

Attached to this proposal is a profile of Election Data Services, Inc., a chronological summary of the firm's redistricting experience, and a sample list of redistricting clients. The resume for Kimball Brace is also attached to this proposal.

## **Attachments**

### **Corporate Information for Election Data Services, Inc.**

Profile of firm  
Redistricting Experts  
Redistricting Clients

### **Resumes for Principals of Project Team**

Kimball William Brace  
Project Manager/Redistricting Consultant

Dr. Bill Rives  
Demographic Consultant

H. Reed Witherby  
Legal Consultant

**ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENT  
INDEX**

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2	Letter of Intent	EDS 3, 4
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 5, 6
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5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 9 - 13
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## INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

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

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

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

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

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

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

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

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

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

**"Lobbyist"** means any person or entity who lobbies.

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

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

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

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

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

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

**Additional Information.** The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at [www.cookcountygov.com](http://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**

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

MBE/WBE Firm: \_\_\_\_\_

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

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

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Dollar Amount Participation: \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ %

\*Letter of Intent attached? Yes \_\_\_\_\_ No \_\_\_\_\_

\*Letter of Certification attached? Yes \_\_\_\_\_ No \_\_\_\_\_

MBE/WBE Firm: \_\_\_\_\_

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

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

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Dollar Amount Participation: \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ %

\*Letter of Intent attached? Yes \_\_\_\_\_ No \_\_\_\_\_

\*Letter of Certification attached? Yes \_\_\_\_\_ No \_\_\_\_\_

Attach additional sheets as needed.

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

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

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

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

MBE/WBE Firm: \_\_\_\_\_

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.

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

**COOK COUNTY LETTER OF INTENT  
(Section 2)**

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

Contract Title & Number: \_\_\_\_\_ / \_\_\_\_\_

From: \_\_\_\_\_  
(MBE/WBE Firm)

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

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

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

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

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

Upon Penalty of perjury, I \_\_\_\_\_ (print name)

the \_\_\_\_\_ (title) and duly authorized representative of the \_\_\_\_\_ (MBE/WBE firm) affirm

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

\_\_\_\_\_  
(Signature of affiant)

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
(Date)

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

\_\_\_\_\_  
(Notary's Signature)

\_\_\_\_\_  
(Notary Seal)

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

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

\_\_\_\_\_  
(Signature of affiant)

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
(Date)

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

\_\_\_\_\_  
(Notary's Signature)

\_\_\_\_\_  
(Notary Seal)

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

**A. BIDDER/PROPOSER HEREBY REQUESTS:**

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

**B. REASON FOR FULL/REDUCTION WAIVER REQUEST**

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

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

We are a very small business that makes it impossible and infeasible to utilize MBE or WBE firms in this specialized work.

**C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION**

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

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

**D. OTHER RELEVANT INFORMATION**

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

**CERTIFICATIONS  
(SECTION 4)**

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

**A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION**

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

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

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

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

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

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

**C. DRUG FREE WORKPLACE ACT**

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

**D. DELINQUENCY IN PAYMENT OF TAXES**

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

**E. HUMAN RIGHTS ORDINANCE**

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

**F. ILLINOIS HUMAN RIGHTS ACT**

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

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

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

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

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

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

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

**REQUIRED DISCLOSURES  
(SECTION 5)**

**1. DISCLOSURE OF LOBBYIST CONTACTS**

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

Name	Address
_____	_____
_____	_____
_____	_____

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

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

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

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

c) Does Bidder employ the majority of its regular full-time workforce within Cook County?  
Yes: \_\_\_\_\_ 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:

          ✓           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.

N/A

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: Election Data Services, Inc D/B/A: Election Data Services Inc EIN NO.: 52-1143054

Street Address: 6171 Emerywood Court

City: Manassas State: VA Zip Code: 20112

Phone No: (703)580-7267

**Form of Legal Entity:**

Sole Proprietor  Partnership  Corporation  Trustee of Land Trust

Business Trust  Estate  Association  Joint Venture

Other (describe) \_\_\_\_\_

**Ownership Interest Declaration:**

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

Name	Address	Percentage Interest in Applicant/Holder
<u>Kimball W. Brace</u>	<u>6171 Emerywood Ct</u>	<u>100%</u>
	<u>Manassas, VA 20112</u>	

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

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

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

Name	Address	Percentage of Beneficial Interest	Relationship

**Declaration (check the applicable box):**

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

Kimball W. Brace  
 Name of Authorized Applicant/Holder Representative (please print or type)

[Signature]  
 Signature

KBrace@aol.com  
 E-mail address

President  
 Title

3/9/2012  
 Date

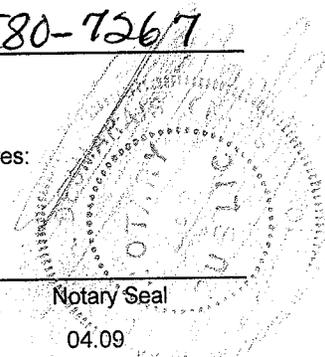
703 580-7267  
 Phone Number

Subscribed to and sworn before me this 9 day of March, 2012

x [Signature]  
 Notary Public Signature

My Comm. Exp. 5-21-14  
 EDS - 13

My commission expires:



**SIGNATURE BY A SOLE PROPRIETOR**  
**(SECTION 6)**

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

BUSINESS NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

\_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

FEIN/SSN: \_\_\_\_\_

COOK COUNTY BUSINESS REGISTRATION NUMBER: \_\_\_\_\_

**SOLE PROPRIETOR'S SIGNATURE:** \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

Subscribed to and sworn before me this

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

My commission expires:

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

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

**SIGNATURE BY A SOLE PROPRIETOR**  
**(SECTION 6)**

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

BUSINESS NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

FEIN/SSN: \_\_\_\_\_

COOK COUNTY BUSINESS REGISTRATION NUMBER: \_\_\_\_\_

SOLE PROPRIETOR'S SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

Subscribed to and sworn before me this

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

My commission expires:

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

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

**SIGNATURE BY A SOLE PROPRIETOR**  
**(SECTION 6)**

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

BUSINESS NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

\_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

FEIN/SSN: \_\_\_\_\_

COOK COUNTY BUSINESS REGISTRATION NUMBER: \_\_\_\_\_

SOLE PROPRIETOR'S SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

Subscribed to and sworn before me this

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

My commission expires:

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

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

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

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

BUSINESS NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ FEIN/SSN: \_\_\_\_\_

\*COOK COUNTY BUSINESS REGISTRATION NUMBER: \_\_\_\_\_

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

\*BY: \_\_\_\_\_

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

Subscribed to and sworn before me this

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

My commission expires:

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

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

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

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

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

BUSINESS NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ FEIN/SSN: \_\_\_\_\_

\*COOK COUNTY BUSINESS REGISTRATION NUMBER: \_\_\_\_\_

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

\*BY: \_\_\_\_\_

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

Subscribed to and sworn before me this

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

My commission expires:

X \_\_\_\_\_

Notary Public Signature

\_\_\_\_\_

Notary Seal

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

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

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

BUSINESS NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

\_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ FEIN/SSN: \_\_\_\_\_

\*COOK COUNTY BUSINESS REGISTRATION NUMBER: \_\_\_\_\_

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

\*BY: \_\_\_\_\_

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

Subscribed to and sworn before me this

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

My commission expires:

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

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

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

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

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

BUSINESS NAME: Election Data Services, Inc  
BUSINESS ADDRESS: 6171 Emerywood Court  
Manassas, VA 20112  
BUSINESS TELEPHONE: 703 580-7267 FAX NUMBER: 703 580-6258  
CONTACT PERSON: Kimball W. Brace, President  
FEIN: 52-1143054 \*IL CORPORATE FILE NUMBER: \_\_\_\_\_

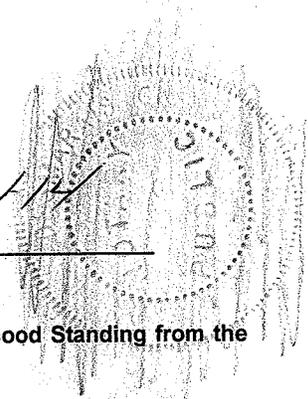
**LIST THE FOLLOWING CORPORATE OFFICERS:**

PRESIDENT: Kimball W. Brace VICE PRESIDENT: Patricia Cummings Fetter  
SECRETARY: Peggy Thomas TREASURER: \_\_\_\_\_  
\*\*SIGNATURE OF PRESIDENT: Kimball W. Brace  
ATTEST: Peggy Thomas (CORPORATE SECRETARY)

Subscribed and sworn to before me this  
9th day of March, 2012

X [Signature]  
Notary Public Signature

My commission expires: 5-21-14  
\_\_\_\_\_  
Notary Seal



- \* If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.
- \*\* In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

COOK COUNTY SIGNATURE PAGE  
(SECTION 9)

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

Joni Proctor  
PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

Maria de la Cruz  
COOK COUNTY PURCHASING AGENT

NOT REQUIRED  
COOK COUNTY COMPTROLLER

DATED AT CHICAGO, ILLINOIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

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

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER  
12-28-199

OR

ITEM(S), SECTION(S), PART(S): \_\_\_\_\_

\_\_\_\_\_

TOTAL AMOUNT OF CONTRACT: \$ 521,850  
(DOLLARS AND CENTS)

FUND CHARGEABLE: (490-260)

APPROVED AS TO FORM:

\_\_\_\_\_  
ASSISTANT STATE'S ATTORNEY

**EXHIBIT 2**

**Board Authorization**

**COMMISSIONERS continued**

**PROPOSED CONTRACT**

**NEW ITEM #3**

Transmitting a communication dated February 29, 2012 from

DEBORAH SIMS, Chairman, 2010 Census Redistricting Committee  
and

PETER N. SILVESTRI, Vice Chairman, 2010 Census Redistricting Committee

In accordance with Cook County Home Rule Authority, the Redistricting Committee ("Committee") hereby requests authorization for the Chief Procurement Officer to enter into and execute a sole source professional services contract Election Data Services, Inc., Washington, D.C., to provide redistricting software and support services to redraw districts of the Cook County Board of Commissioners with data from the 2010 census. Services will include all hardware, software, training and support, preparation of a redistricting database, and various analytical and consulting services required to complete the redistricting project.

Reason: Election Data Services, Inc. has a long history of involvement with redistricting in Cook County and Illinois and provided the election districting software and support services for the original districting project for the Board of Commissioners and the remap in 2001. Election Data Services, Inc. is considered to be the foremost authority on districting software and redistricting analysis.

Estimated Fiscal Impact: \$521,850.00 (490-260 Account). Contract period: March 1, 2012 through February 28, 2013.

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**PROPOSED CONTRACT**

**NEW ITEM #4**

Transmitting a communication dated February 29, 2012 from

DEBORAH SIMS, Chairman, 2010 Census Redistricting Committee  
and

PETER N. SILVESTRI, Vice Chairman, 2010 Census Redistricting Committee

In accordance with Cook County Home Rule Authority, the Redistricting Committee ("Committee") hereby requests authorization for the Chief Procurement Officer to enter into and execute a sole source professional services contract with Peter A. Creticos, LTD ("PAC, LTD") to provide professional support and advice to the Committee on the development and final design of a map establishing 17 single member districts for the Cook County Board of Commissioners.

Professional services will be provided under this agreement by Mr. Peter A. Creticos, Ph.D., and his team.. Services will include but not be limited to providing professional support and advice to the

# REPORT OF THE COMMITTEE ON 2010 CENSUS REDISTRICTING

March 13, 2012

The Honorable,  
The Board of Commissioners of Cook County

## ATTENDANCE

Present: Chairman Sims, Vice Chairman Silvestri, Commissioners Beavers, Butler, Collins, Daley, Fritchey, Gainer, Garcia, Gorman, Goslin, Murphy, Reyes, Schneider, Steele, Suffredin and Tobolski (17)

Absent: None (0)

Also Present: Laura Lechowicz Felicione – Special Assistant to the President for Legal Affairs; Patrick Driscoll, Jr. – Deputy State’s Attorney, Chief, Civil Actions Bureau; Peter A. Creticos, Ph.D; Judson Miner – Attorney, Miner, Barnhill & Galland; Anthony B. Bass of Grasso Bass, PC; Phillip Luetkenhans of Schirott, Luetkehans & Garner, P.C.; Richard Velázquez, Esq. of VelázquezRodríguez LLC.

Ladies and Gentlemen:

Your Committee on 2010 Census Redistricting of the Board of Commissioners of Cook County met pursuant to notice on Tuesday, March 13, 2012 at the hour of 09:00 AM in the Board Room, Room 569, County Building, 118 North Clark Street, Chicago, Illinois.

Your Committee has considered the following items and upon adoption of this report, the recommendations are as follows:

316960 **TO ESTABLISH REDISTRICTING PROCEDURES FOR THE COOK COUNTY BOARD OF COMMISSIONERS (PROPOSED RESOLUTION).** Submitting a Proposed Resolution sponsored by Deborah Sims, Chairman, 2010 Census Redistricting Committee and Peter N. Silvestri, Vice Chairman, 2010 Census Redistricting Committee.

### PROPOSED RESOLUTION

#### **TO ESTABLISH REDISTRICTING PROCEDURES FOR THE COOK COUNTY BOARD OF COMMISSIONERS**

**WHEREAS**, Section 2-105 (e) of the Rules authorizes the Board to create special committees by resolution adopted by a majority of those elected; and

**WHEREAS**, Section 2-105 (e) further provides that such resolution creating a special committee shall specify the subject matter of the special committee, the number of members to be appointed, and may specify a reporting date during the term; and

**WHEREAS**, the County of Cook is called upon by law to redraw its districts every decade based

upon the population data compiled and made available by the U.S. Census Bureau; and

**WHEREAS**, the 2010 Census results have been released, triggering the obligation for Cook County to commence its review of County Board district boundaries; and

**WHEREAS**, a Redistricting Committee has been established by the Cook County Board of Commissioners to review the 2010 U.S. Census data and to make recommendations to the Board of Commissioners for new County Board district boundaries; and

**WHEREAS**, it is in the interest of the Redistricting Committee and the public to establish procedures for redistricting.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF COOK COUNTY AS FOLLOWS:** that the following procedures shall be implemented and followed for the Cook County Redistricting Committee:

1. The Redistricting Committee of the Cook County Board of Commissioners ("Board") shall consider plans of single-member districts and recommend one plan for adoption by the County Board. The plan recommended to the Board shall comply with all applicable federal and state constitutional and statutory requirements.
2. The Chair and Vice-Chair of the Redistricting Committee shall establish and post guidelines for public access of redistricting services and ensure said guidelines provide opportunity for all individuals and groups who wish to convey their ideas on redistricting to the Board and to the Redistricting Committee but who otherwise do not have the technical resources to support their efforts; said guidelines shall include opportunity for the public to access by appointment computer hardware and software, operated by redistricting staff, in order to afford fair access to these services.
3. The Redistricting Committee shall conduct at least three public hearings to gather public testimony on re-districting matters. These hearings shall be conducted in advance of the Committee assembling a full plan for consideration. Those wishing to participate are urged to address among other matters issues of communities of interest. A schedule of these public hearings will be announced and published.
4. All meetings of the Redistricting Committee will be conducted in accordance with all applicable laws, including the Open Meetings Act. Notice will be given in accordance with the Open Meetings Act and County Board practice. A citizen or organization that requests written notice shall receive it without charge.

**2010 CENSUS REDISTRICTING COMMITTEE REPORT**

**MARCH 13, 2012**

**PAGE 3**

5. Transcripts of any meetings of the Committee will be made available for public inspection within 15 working days of the meeting at the offices of the Secretary of the Board, Cook County Building, 118 N. Clark Street, Room 567, Chicago, Illinois. All written materials submitted as testimony, proposals, or comments to the Committee shall be made available for public inspection within 5 working days of their receipt.
6. All original plans produced by the public are due by May 1, 2012. A plan may describe a single district or a combination of districts. The public is encouraged to propose plans that incorporate all 17 districts.
7. Any plan submitted to the Committee shall include 19 copies of the following information (one copy will remain in the Committee file, one copy will be submitted to the Secretary of the Board for public inspection, and one copy will be provided to each member of the Committee):
  - 7.1. The plan drawn as a map, showing the boundaries of the proposed district or districts, township boundaries, the limits of the City of Chicago, the names of major streets, roads, highways or physical features defining the boundaries of the proposed district or districts.
  - 7.2. A statistical summary for each existing or proposed district providing:
    - 7.2.1. Total population and voting age population;
    - 7.2.2. The number of African-American and African-American voting age population;
    - 7.2.3. The number of Hispanic and Hispanic voting age population;
    - 7.2.4. The number of Asian and Asian voting age population.
  - 7.3. A written explanation as to how communities of interest are addressed.
  - 7.4. A list of townships and municipalities (or portions thereof) in each proposed district.
  - 7.5. A written description of each proposed district by census tract and block.
  - 7.6. A districting impact statement explaining how the proposed plan satisfies the requirements of the United States and Illinois Constitutions and relevant federal and state statutes (and, specifically, the Voting Rights Act of 1965, as amended).

**\*Referred to the 2010 Census Redistricting Committee on 03-01-12.**

Vice Chairman Silvestri, seconded by Commissioner Daley, moved Approval of (Communication No. 316960). Commissioner Suffredin called for a Roll Call, the vote of yeas and nays being as follows:

**ROLL CALL ON MOTION TO APPROVE  
COMMUNICATION NO. 316960**

Yeas: Chairman Sims, Vice Chairman Silvestri, Commissioners Butler, Daley, Fritchey, Gainer, Garcia, Gorman, Goslin, Reyes, Schneider, Steele and Tobolski (13)

Nos: Commissioners Beavers and Suffredin (2)

Present: None (0)

Absent: Commissioners Collins and Murphy (2)

**The motion to Approve the Proposed Resolution to Establish Redistricting Procedures for the Cook County Board of Commissioners, (COMMUNICATION NO. 316960), CARRIED.**

Chairman Sims asked the Secretary to the Board to call upon the registered public speaker, in accordance with Cook County Code, Sec. 2-107(dd).

1. Cynthia Schilski, President of League of Women Voters of Cook County
2. George Blakemore, Concerned Citizen

316961 ELECTION DATA SERVICES, INC. (PROPOSED CONTRACT). Transmitting a Communication, dated February 29, 2012 from Deborah Sims, Chairman, 2010 Census Redistricting Committee and Peter N. Silvestri, Vice Chairman, 2010 Census Redistricting Committee.

In accordance with Cook County Home Rule Authority, the Redistricting Committee ("Committee") hereby requests authorization for the Chief Procurement Officer to enter into and execute a sole source professional services contract Election Data Services, Inc., Washington, D.C., to provide redistricting software and support services to redraw districts of the Cook County Board of Commissioners with data from the 2010 census. Services will include all hardware, software, training and support, preparation of a redistricting database, and various analytical and consulting services required to complete the redistricting project.

Reason: Election Data Services, Inc. has a long history of involvement with redistricting in Cook County and Illinois and provided the election districting software and support services for the original districting project for the Board of Commissioners and the remap in 2001. Election Data Services, Inc. is considered to be the foremost authority on districting software and redistricting analysis.

Estimated Fiscal Impact: \$521,850.00 (490-260 Account). Contract period: March 1, 2012 through September 30, 2012. (490-260 Account).

**\*Referred to the 2010 Census Redistricting Committee on 03-01-12.**

Vice Chairman Silvestri, seconded by Commissioner Daley, moved Approval of (Communication No. 316961). Commissioner Suffredin called for a Roll Call, the vote of yeas and nays being as follows:

**ROLL CALL ON MOTION TO APPROVE  
COMMUNICATION NO. 316961**

Yeas: Chairman Sims, Vice Chairman Silvestri, Commissioners Butler, Collins, Daley, Fritchey, Garcia, Gorman, Goslin, Reyes, Schneider, Steele and Tobolski (13)

Nays: Commissioners Beavers and Suffredin (2)

Present: None (0)

Absent: Commissioner Gainer and Murphy, (2)

**The motion to Approve the Proposed Contract with Election Data Services, Inc., (COMMUNICATION NO. 316961), CARRIED.**

316962 PETER A. CRETICOS, LTD ("PAC, LTD") (PROPOSED CONTACT). Transmitting a Communication, dated February 29, 2012 from Deborah Sims, Chairman, 2010 Census Redistricting Committee and Peter N. Silvestri, Vice Chairman, 2010 Census Redistricting Committee.

In accordance with Cook County Home Rule Authority, the Redistricting Committee ("Committee") hereby requests authorization for the Chief Procurement Officer to enter into and execute a sole source professional services contract with Peter A. Creticos, LTD ("PAC, LTD") to provide professional support and advice to the Committee on the development and final design of a map establishing 17 single member districts for the Cook County Board of Commissioners.

Professional services will be provided under this agreement by Mr. Peter A. Creticos, Ph.D., and his team.. Services will include but not be limited to providing professional support and advice to the

Committee on the development and final design of the Committee Map, collecting views from the public, community and civic organizations and the elected officials, engaging in research, coordinating assembly of Census Bureau materials, review of other recent local remap proceedings and maps as well as provide staff support for preparation and presentations at public hearing and office support for public access. Except for the staff provided by Election Data Services, PAC, LTD will supervise all staff engaged in the operations of the Committee, the operations of the Committee office, and the design, development and

production of the Committee map that will be presented to the Cook County Board and the President for consideration and final adoption.

Reason: PAC, LTD is uniquely qualified due to the fact that Dr. Creticos was a principal participant in the preparation of the original district maps for the Cook County Board of Commissioners as well as the re-map in 2001. Dr. Creticos will have primary responsibility for the services to be provided PAC, LTD during this project in the development of district maps.

PAC, LTD's professional team includes the services provided by Dr. Creticos and his professional experts as well as servicers provided by his senior advisor on redistricting, his senior associate to lead operational matters and day to day staff support provided by graduate student interns from the College of Urban Planning and public Administration at the University of Illinois at Chicago.

Estimated Fiscal Impact: \$100,000.00. Contract period: March 1, 20012 through September 30, 2012. (490-260 Account).

**\*Referred to the 2010 Census Redistricting Committee on 03-01-12.**

**Vice Chairman Silvestri, seconded by Commissioner Daley, moved Approval of (Communication No. 316962). Commissioner Suffredin called for a Roll Call, the vote of yeas and nays being as follows:**

**ROLL CALL ON MOTION TO APPROVE  
COMMUNICATION NO. 316962**

Yeas: Chairman Sims, Vice Chairman Silvestri, Commissioners Butler, Collins, Daley, Garcia, Gorman, Goslin, Murphy, Reyes, Schneider, Steele and Tobolski (13)

Nos: Commissioners Beavers and Suffredin (2)

Present: Commissioner Fritchey (1)

Absent: Commissioner Gainer (1)

**The motion to Approve the Proposed Contract with Peter A. Creticos, LTD., (COMMUNICATION NO. 316962), CARRIED.**

316963 MINER, BARNHILL & GALLAND (PROPOSED CONTACT). Transmitting a Communication, dated February 29, 2012 from Deborah Sims, Chairman, 2010 Census Redistricting Committee and Peter N. Silvestri, Vice Chairman, 2010 Census Redistricting Committee,

In accordance with Cook County Home Rule Authority, the Redistricting Committee ("Committee") hereby requests authorization for the Chair of the Redistricting Committee to execute a legal engagement with the law firm of Miner, Barnhill & Galland Chicago, Illinois, to serve as lead counsel for the Redistricting Committee of the Cook County Board of Commissioners, under the direction of the Chair of the Committee, or her designee, to perform various legal services. Attorney Judson Miner will be the lead and principal counsel and will be engaged to perform the following services:

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1. research redistricting law and legal standards applicable to Cook County redistricting under federal and Illinois constitutional and statutory requirements and case law principles, including without limitation the Voting Rights Act and the right to use adjusted data, and update the same for recent decisions;
2. render advice and counsel to the Redistricting Committee regarding the foregoing and regarding methods and approaches to redrawing of districts, appropriateness of use of particular data, use of mapping and computer technology, coordination with election administration boundaries (including precinct boundaries), and other issues relating to redistricting;
3. provide a comprehensive analysis of federal court rulings on traditional redistricting principles, such as district compactness, district contiguity, and respect for political subdivisions and communities of interest;
4. review and advise on applicable congressional, legislative, and City of Chicago remap proceedings;
5. work with County staff and consultants to coordinate assembly of Census Bureau materials and maps required or advisable for redistricting;
6. attend meetings of the Redistricting Committee and of the Board of Commissioners as requested;
7. supervise co-counsel authorized by the Redistricting Committee; and
8. perform such other work assignments relating to redistricting and to related laws and ordinances as the Redistricting Committee might assign.

The fee for such proposal services would be \$35,000. Such fee would be payable in progress payments as follows:

- \$8,750 upon completion of four public hearings of the Redistricting Committee;
- \$8,750 upon completion of the final public hearing of the Redistricting Committee;
- \$8,750 upon creation of the initial map by the Redistricting Committee; and
- \$8,750 upon adoption of a final map by the Cook County Board of Commissioners.

Mr. Miner, has direct experience working on remaps for the City of Chicago and has extensive experience in the practice of civil rights litigation, civil rights and redistricting litigation, municipal and election law.

Estimated Fiscal Impact: \$35,000.00. (490-260 Account). Period of Engagement March 13, 2012 through September 30, 2012.

**\*Referred to the 2010 Census Redistricting Committee on 03-01-12.**

Vice Chairman Silvestri, seconded by Commissioner Daley, moved Approval of (Communication No. 316963). Commissioner Suffredin called for a Roll Call, the vote of yeas and nays being as follows:

**ROLL CALL ON MOTION TO APPROVE  
COMMUNICATION NO. 316963**

Yeas: Chairman Sims, Vice Chairman Silvestri, Commissioners Butler, Daley, Garcia, Gorman, Goslin, Murphy, Reyes, Schneider, Steele and Tobolski (12)

Nos: Commissioners Beavers, Collins and Suffredin (3)

Present: Commissioner Fritchey (1)

Absent: Commissioner Gainer (1)

**The motion to approve the Proposed Contract with Miner, Barnhill & Galland, (COMMUNICATION NO. 316963), CARRIED.**

316964 GRASSO BASS, PC (PROPOSED CONTACT). Transmitting a Communication, dated February 29, 2012 from Deborah Sims, Chairman, 2010 Census Redistricting Committee and Peter N. Silvestri, Vice Chairman, 2010 Census Redistricting Committee.

In accordance with Cook County Home Rule Authority, the Redistricting Committee ("Committee") hereby requests authorization for the Chair of the Redistricting Committee to execute a legal engagement with Anthony B. Bass of Grasso Bass, PC, Chicago, Illinois to retain his services as co-counsel for the Redistricting Committee of the Cook County Board of Commissioners, under the direction of the Chair of the Committee, or her designee, to perform the following services:

1. research redistricting law and legal standards applicable to Cook County redistricting under federal and Illinois constitutional and statutory requirements and case law principles, including without limitation the Voting Rights Act and the right to use adjusted data, and update the same for recent decisions as requested by Committee Chair or lead counsel;
2. render advice and counsel to the Redistricting Committee regarding the foregoing and regarding methods and approaches to redrawing of districts, appropriateness of use of particular data, use of mapping and computer technology, coordination with election administration boundaries (including precinct boundaries), and other issues relating to redistricting;
3. review applicable congressional, legislative, and City of Chicago remap proceedings;
4. work with County staff and consultants to coordinate assembly of Census Bureau materials and maps required or advisable for redistricting as directed;
5. attend meetings of the Redistricting Committee and of the Board of Commissioners as requested;
6. perform such other work assignments relating to redistricting and to related laws and ordinances as the Redistricting Committee might assign.

The fee for such co-counsel services will be \$12,000. Such fee would be payable in progress payments as follows:

\$3,000 upon completion of four public hearings of the Redistricting Committee;  
\$3,000 upon completion of the final public hearing of the Redistricting Committee;  
\$3,000 upon creation of the initial map by the Redistricting Committee; and  
\$3,000 upon adoption of a final map by the Cook County Board of Commissioners.

Mr. Bass' services are requested as co-counsel on redistricting due to his past experience providing advice and support on both City of Chicago and Cook County remaps as well as his experience in municipal and election law. Furthermore, Mr. Bass has extensive experience in government relations and will be an asset as co-counsel on this project due to his experience in municipal and election law.

Estimated Fiscal Impact: \$12,000.00. (490-260 Account). Period of Engagement March 13, 2012 through September 30, 2012.

**\*Referred to the 2010 Census Redistricting Committee on 03-01-12.**

**Vice Chairman Silvestri, seconded by Commissioner Daley, moved Approval of (Communication No. 316964). Commissioner Suffredin called for a Roll Call, the vote of yeas and nays being as follows:**

**ROLL CALL ON MOTION TO APPROVE  
COMMUNICATION NO. 316964**

Yeas: Chairman Sims, Vice Chairman Silvestri, Commissioners Butler, Daley, Gainer, Garcia, Gorman, Goslin, Murphy, Reyes, Schneider and Tobolski (12)

Nos: Commissioners Beavers, Collins, Steele and Suffredin (4)

Present: Commissioner Fritchey (1)

Absent: None (0)

**The motion to Approve Proposed Contract with Grasso Bass, PC, (COMMUNICATION NO. 316964), CARRIED.**

316965

SCHIROTT, LUETKENHANS & GARNER, P.C. (PROPOSED CONTACT).  
Transmitting a Communication, dated February 29, 2012 from Deborah Sims, Chairman,  
2010 Census Redistricting Committee and Peter N. Silvestri, Vice Chairman, 2010 Census  
Redistricting Committee.

In accordance with Cook County Home Rule Authority, the Redistricting Committee ("Committee") hereby requests authorization for the Chair of the Redistricting Committee to execute a legal engagement with the law firm of Schirott, Luetkehans & Garner, P.C., Itasca, Illinois to retain its services as co-counsel for the Redistricting Committee of the Cook County Board of Commissioners, under the direction of the Chair of the Committee, or her designee, to perform the following services:

1. research redistricting law and legal standards applicable to Cook County redistricting under federal and Illinois constitutional and statutory requirements and case law principles, including without limitation the Voting Rights Act and the right to use adjusted data, and update the same for recent decisions as requested by Committee Chair or lead counsel;
2. render advice and counsel to the Redistricting Committee regarding the foregoing and