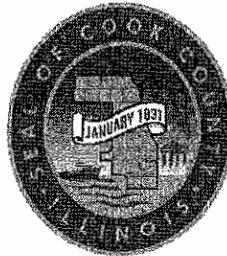


REFERENCE AGREEMENT

FOR

COOK COUNTY HOMEPAGE AND BLOG REDESIGN/MIGRATION

CONTRACT No: 12-50-408



BETWEEN

**COOK COUNTY GOVERNMENT
Bureau of Technology (Geographical Information System)**

AND

**Next Door Multimedia, LLC
(Based on Forest Preserve Contract No. RFP-10-80-013)**

**Toni Preckwinkle
Cook County Board President**

**Maria de Lourdes Coss
Chief Procurement Officer**

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- Exhibit 4 Cook County General Conditions
- Exhibit 5 Evidence of Insurance

CONTRACT

This Contract is made and entered into as of _____, 2012 (“**Effective Date**”) by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of The Bureau of Technology hereinafter referred to as (“**County**”) and Next Door Multimedia, LLC, with an office located at 803 N. Harlem Avenue, Oak Park, IL 60302, a corporation authorized to do business in the State of Illinois hereinafter referred to as (“**Contractor**”). The County and Contractor may hereinafter be referred to as (“**Parties**”).

BACKGROUND

WHEREAS, the County, pursuant to Section 34-140 of the Cook County Procurement Code (the “Reference Contract Ordinance”) states: “If a governmental agency has awarded a contract through a competitive method for the same or similar supplies, equipment, goods or services as that sought by the County, the Procurement may be made from that vendor at a price or rate at least as favorable as that obtained by that government agency without utilizing a competitive procurement method set forth in this Procurement Code;” and

WHEREAS, the Forest Preserve District of Cook County (“the Forest Preserve”) solicited a Request for Proposal for Website Re-Development and Next Door Multimedia, LLC was identified as the qualified provider offering the best value; and

WHEREAS, the Forest Preserve District of Cook County entered into a contract on November 2010 for the provision of Website Redevelopment (“the Forest Preserve Contract”); and

WHEREAS, the County wishes to leverage the procurement efforts of the Forest Preserve; and

WHEREAS, The Bureau of Technology desires certain specific and similar goods of the Contractor; and

WHEREAS, the Contractor agrees to provide the County Homepage and Blog Redesign/Migration Services, incorporated as Exhibit 1; and

WHEREAS, the Contractor warrants that it is ready, willing and able to supply the goods set forth in Exhibit 1, County Statement of Work, all on pricing and payment terms equivalent to or more favorable to the County than those contained in the Forest Preserve Contract as set forth in Exhibit 2, Schedule of Compensation, and incorporated herein by reference; and

WHEREAS, the County and the Contractor agree to the Terms and Conditions as stated in the Forest Preserve Contract, all as may be applicable to the County; and

WHEREAS, the County's General Conditions are incorporated herein by reference attached hereto as Exhibit 4. Notwithstanding such incorporation, none of the terms set forth in Exhibit 3, Forest Preserve Contract, which conflict with the express terms of this Contract or its General Conditions shall be deemed or construed to supersede the terms of this Contract or its General Conditions.

WHEREAS, the Forest Preserve requested MBE/WBE participation for this procurement, and the Contractor is a certified MBE with the County; and

WHEREAS, this Contract shall be effective through **December 31, 2012** after proper execution by the County; and

WHEREAS, payment shall be as follows:

In no case shall such charges exceed the amount of \$9,100.00. Invoices in triplicate on County Invoice Form 29A shall be submitted by the Contractor to the Using Department when requesting payment. The County shall have the right to examine the books of the Contractor for the purpose of auditing the same with reference to all charges made to the County.

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

WHEREAS, other County Offices, Departments, and Agencies may utilize this Contract for specific contracted procurement efforts, as may be applicable via future modifications to this Contract; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the sufficiency of which is acknowledged and agreed to by the Parties, Contractor and County, and the information set forth is incorporated herein by reference.

INCORPORATION OF BACKGROUND INFORMATION

The Background Information set forth above is incorporated and made a part of this Contract by reference.

INCORPORATION OF EXHIBITS

The following Exhibits, hereto attached, are made a part of this Contract:

- Exhibit 1 Cook County Statement of Work
- Exhibit 2 Cook County Schedule of Compensation (Line Item Price Proposal)

- Exhibit 3 Forest Preserve Contract No. RFP-10-80-013
- Exhibit 4 Cook County General Conditions
- Exhibit 5 Evidence of Insurance

EXHIBIT 1

County Statement of Work

A. Project Goal

The goal of the project is multi-fold; 1) to create 2 new websites for Cook County Government; 2) provide design enhancements to the selected website template and implement across other Cook County Wordpress sites; 3) be responsible for migrating existing content, links, etc to the new sites; 4) install and deploy a multi-site manager; and 5) provide a set number of support hours to be used for the 2 new sites as well as other Cook County websites.

B. Business Objectives

1. Business Needs and Objectives

The need for these products and services arises from the following:

- *The current Cook County homepage (cookcountyl.gov) is becoming overcrowded, and the template structure limits the ability to feature video, images or other content*
- *Analytics and anecdotal information tells us that we need to prominently add government services back to the homepage*
- *We currently have or will soon have 6 Wordpress sites live, built around a new standard template. It is becoming cumbersome to manage 6 sites independently of each other*
- *We need to standardize design enhancements to the new template across the 6 sites*
- *We foresee the need to have additional support for the Cook County Wordpress sites*

2. Product Description (Solution)

- *The design and creation of a new homepage for Cook County Government (using the selected template), and a separate website for the Cook County Blog.*
- *Migration of existing content to the new sites, categorizing, linking to existing content in other Cook County Government website, etc necessary to building a fully functional website.*
- *Testing and launch*
- *Selection and implementation of a Wordpress multi-site management tool.*
- *Working with Cook County Government to track progress, project guidance, content approvals*
- *Success will be defined by a fully-functional site by the designated live date.*

3. Deliverables

Deliverables included:

- *2 fully-functional sites*
- *Design enhancements to the selected template to be applied at the other Cook County Wordpress sites*

- A Search Engine Optimization plan will be implemented throughout the production process to ensure that migration to the new products will result in losing as little standing in Alexa rankings, Google and other search engine reports as possible
- Wordpress multi-site management tool
- A pool of support hours to be used before the end of the calendar year

C. Project Description

1. Scope

Includes:

Making improvements and access to Cook County Wordpress websites, content, images, YouTube channels, Google Analytics, social media and other as needed for to complete the project.

Does Not Include:

Improvements or access to the websites of elected officials, independent agencies, Cook County legacy pages, or future projects

2. Completion Criteria:

2 fully-functional sites, with all content, links, tools, features working properly. Posts and pages should be fully categorized. Design enhancements will be implemented and carried across the other Cook County Wordpress websites. Execution of the SEO plan. Implementation of a Wordpress multi-site tool.

3. Risk Assessment:

Time needed to complete the project is the most critical risk. We are targeting before Memorial Day 2012 as the live date. We will work with the selected vendor to create a firm launch date.

4. Constraints:

Cook County Government will be constrained in the amount of manpower hours that can be devoted to this project.

5. Processes:

The vendor will need to submit the production, approval and editing process to be followed for the project. See Section E.

6. Measures of Project Success:

- 1) *Pleasing design enhancements*
- 2) *2 fully functional sites, as described above*
- 3) *Installation and successful implementation of Wordpress multi-site management tool*
- 4) *Adherence to the agreed upon live date*
- 5) *The establishment and maintenance of a healthy working relationship*

7. Roles and Project Stakeholders

Roles

The following role definitions are being applied to the resources assigned to this project:

Project Sponsor	Provides executive team approval and sponsorship for the project. Has budget ownership for the project and is the major stakeholder and recipient for the project deliverables.
Project Manager	Provides overall management to the project. Accountable for establishing, developing and managing the work plan, securing appropriate resources and delegating the work and insuring successful completion of the project. All project team members report to the project manager. Handles all project administrative duties, interfaces to project sponsors and owners and has overall accountability for the project.
Steering Committee	Provide assistance in resolving issues that arise beyond the project manager's jurisdiction. Monitor project progress and provide necessary tools and support when milestones are in jeopardy.
Team Member	Working project team member who analyzes, designs and ultimately improves or replaces the content, feature or tool.

Stakeholders

Vendor to identify their stakeholders by role.

Name	Role
Sebastian James, Cook County Government	Project Sponsor
Vendor	Project Manager
Sebastian James, Cook County Government	Steering Committee Member
Project Manager	Steering Committee Member
TBD	Steering Committee Member
TBD	Team Member
TBD	Team Member
TBD	Team Member

D. Project Estimates

1. Estimated Schedule

Please identify key project milestones relative to project start and finish:

Project Milestones	Target Date
Project Start	November 2012
Project Completion	On or before 12/31/12

3. Estimated Cost (vendor to supply Current Budget column information only)

Expense	Current Budget	Spent to Date	Est. to Complete	Current Forecast	Variance
Labor					
Hardware					
Software					
Other					
Other					
Other					
Total					

E. Project/Production Processes

Use this space to describe the project/production process you will follow for the project. The copy below is illustrative, please use the space as you see fit.

1. Meetings

2. Status Reports

3. Risk Management

Example:

Ensure the project risks and associated mitigation actions are monitored and controlled in accordance with the Risk Management Plan

5. Change Management (edits/approvals)

Example:

The change control procedures to be followed will be consistent with Project Management Procedures and consist of the following processes:

6. Communication Management

Example: The following strategies have been established to promote effective communication within and about this project:

F. Additional Information

EXHIBIT 2

Cook County Schedule of Compensation (Line Item Price Proposal)

Budget and Quote for Services

Next Door Multimedia is capable and available to perform the services identified below at the rates below.

Description	Hours	Unit Price	Cost
On-Site Content Management Services for Migration	170	\$45.00	\$7,650.00
Quality Assurance Testing			
WP Network Configuration			
Pagelines Developer Edition	1	\$397.00	\$397.00
Wordpress theme modification	15	\$70.00	\$1,050.00
SEO Optimization			
		Subtotal	\$9,097.00
		Total	\$9,097.00

Contact Information

Next Door Multimedia, LLC

803 N. Harlem Avenue

Oak Park, IL 60302

P/F: (708) 498-0555

Yves Hughes Jr.

Managing Partner

Direct: (708) 288-2416

yves@nextdoormultimedia.com

Ben Burr - Content Management

Andrew Patel - Developer

Adam Rothfuss - Developer

Marikathryn Sierminski - Graphic Design / Web Design

Kaidrea Stockman - Graphic Design / Web Design

Leon Xu - Content Management

Fanjing Liu - General Support

Sam Xu - General Support

Leo Zhuge - General Support

EXHIBIT 3

Forest Preserve Contract No. RFP-10-80-013

Forest Preserve District of Cook CountyAccounts Payable Cross Reference Search

Search by Vendor for: All Invoices

Enter Code: 1

Enter Vendor Number:51755 NEXT DOOR MULTIMEDIA, LLC

Inv.Date	Inv.#/Desc.	Key	Vchr#	Open	P.O.#	Open	Check#	Ck.Date	Code
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01/10/10	67890	A	74419	NO	038212	NO	561406	02/15/11	C
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AMT.PAID: 38,100.00

05/11/11	67892	A	75730	NO	038212	NO	562528	06/07/11	C
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AMT.PAID: 19,600.00

D=Duplicate vchr; VV=Void vchr; C=Check; MC=Mult.Ck; VC=Void Ck.<---CODES

End of Search - Key F1:Continue, F2:See Vchrs, F3:See PO's:

**REQUEST FOR PROPOSALS
FOR
Website Re-development
FOR
Forest Preserve District of Cook County

**Issued On
September 3, 2010**

**Proposals shall be received at 536 N Harlem River Forest IL 60305.
Attention: Garret Wais
Proposals are due before 4:00 P.M Central Daylight Time on October 1, 2010.
Proposal will be opened at 10:00 A.M. on October 4, 2010.**

**ATTENTION:
THIS IS A REQUEST FOR PROPOSALS WHICH MAY RESULT IN THE OPPORTUNITY TO
NEGOTIATE A CONTRACT
FOR THE CONSIDERATION OF THE
FOREST PRESERVE DISTRICT OF COOK COUNTY
BOARD OF COMMISSIONERS
THIS IS NOT A SOLICITATION FOR BIDS**

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- 1.03 Requirements and Special Conditions
- ✓ 1.04 Proposal Submission Requirements

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ATTACHMENT B: PROPOSER REGISTRATION FORM

ATTACHMENT C: CERTIFICATE OF QUALIFICATION

ATTACHMENT D: MBE/WBE UTILIZATION PLAN

ATTACHMENT E: AFFIDAVIT OF CHILD SUPPORT OBLIGATIONS

ATTACHMENT F: CERTIFICATION REGARDING TAX DELIQUENCY

PART VI: ADDITIONAL INFORMATION

ATTACHMENT G: FOREST PRESERVE DISTRICT OF COOK COUNTY GOVERNMENTAL STRUCTURE.

PART I: DISTRICT REQUIREMENTS: SPECIAL CONDITIONS

The Contractor shall have a demonstrated expertise with the technical and functional aspects of the matters contained in this Section I, Special Conditions. The minimum anticipated needs of the District and responsibilities of the Contractor are set forth in this Section I. Proposers should describe how their Solution(s) will satisfy these needs and fulfill these requirements. If Proposer wishes to propose a Solution which does not satisfy the provision of this Section I, it should submit a written inquiry as provided in Section 2.01, above, requesting that the District modify the scope of this RFP or agree to entertain alternative solutions.

1.01 BACKGROUND INFORMATION

A. PROJECT DESCRIPTION

The Forest Preserve District of Cook County is requesting proposals for the re-development and re-conceptualization of its website. The current website <http://www.fpdcc.com> is outdated, cumbersome, and is difficult to alter. The District is looking for creative methodologies to build a new website that will allow each department to update their own section of the website as well as to take advantage of current web technologies to increase participation of programs, and increase communication with the public and volunteers. The website should be scalable and forward thinking to allow for additional features to be added in the future.

Some pages of the website will contain dynamic maps which will be supported by the Districts enterprise GIS. The District is in the process of implementing an enterprise GIS (ArcGIS Server) with the intention of delivering data to and improving the services and moreover, to enhance and streamline the public's access to vital information. This established GIS administers and coordinates land-based information across all District agencies utilizing a geography accurately developed from a photogrammetric base, in conjunction with sophisticated information management tools. The GIS is the vehicle that regulates internal data and work flows as regards spatial information, enables the development of higher-level applications, and provides long-term and stable management.

FPDCC's mission is to acquire and hold lands containing one or more natural forests or parts thereof, or lands connecting such forests or parts thereof, or lands capable of being forested, for the purpose of protecting and preserving the flora, fauna, and scenic beauties within the District, and to restore, restock, protect and preserve the natural forests and such lands together with their flora and fauna, as nearly as may be, in their natural state and condition, for the purpose of the education, pleasure, and recreation of the public. A proper website supports the public's use of the Districts lands and helps to inform the public of events and critical news.

I. Server Environment.

The Contractor will need to work with the District's technology staff, who oversees web hosting for the District, to determine requirements for the sites hosting environment.

II. Support, Operation, and Maintenance.

- a. Ongoing maintenance and debugging will continue to be provided by the Contracting Company after all work has been completed for one year after the release candidate is made public and all work is complete.
- b. Contractor will train any or all staff in the following areas:
 - i. Maintenance.
 - ii. Website administration.
- c. Vendor participates in publicity or media campaigns or events, responses to media, all within the parameters set by FPD.

III. Functionality: (functionality may include but is not limited to the items below.)**a. Current Functionality to be integrated into new website:**

- o Job Board (Taleo)
- o Vendor Registration (Purchasing Dept. link)
- o Picnic Grove Permit Reservation System

b. Additional Functionality or Features:

- o Online registration
- o Online form submission
- o Calendar of events/volunteer opportunities
- o Robust Content Management System
- o Multimedia options(audio, video, live feeds)
- o Email lists/ News letter
- o Dynamic Maps (ArcGIS Server)
- o Search Engine
- o Contact Page
- o FTP site
- o Document posting
- o Internal Document Sharing
- o ecommerce account

IV. General Website Expectations:

- o Obtain new FPDCC.gov domain. Ownership and DNS control of FPDCC.gov domain will be maintained by the District.
- o Daily Sunrise/Sunset time.
- o Weather "bug".
- o Report a concern submission.
- o Amber Alerts.
- o General Publications page.
- o FAQ:
 1. Recreation Department FAQ
 2. FPDCC FAQ
- o Links
- o Rules and Regulations page
- o Purchasing of Horse licensing online
- o Link to Illinois Fishing license.
- o New professional quality photos of FPDCC facilities and preserves.
- o Site map.
- o I-Phone App download button.
- o Web statistics analyzer.

1.02 CURRENT SOLUTION

Currently the District has no access to the database at this time, and has not been trained in ongoing maintenance to the website. Any editing that has been done is through the Administrators CMS, of which there is only one account for the entire District. This makes it difficult to add updates for each department in the District. In addition the updates that are available tend to be hidden within the website or within the scroll bar on the home page which is cumbersome when attempting to publish urgent information. There is no "Search Box", to easily query documents or information. The structure and navigation are not optimal for finding relevant information quickly.

1.03 REQUIREMENTS AND SPECIAL CONDITIONS

A. PROJECT OUTLINE

1. PROJECT PLAN

The scope of work is to be enacted in accordance with the overall project plan noted in this section.

This plan consists of three phases:

- Phase One: Project initiation;
- Phase Two: Design and Beta Production;
- Phase Three: Release Candidate Production;

PHASE ONE: PROJECT INITIATION

Project initiation will begin after execution of the Contract by the Forest Preserve District of Cook County Board of Commissioners. Agreement on administrative and communication procedures would follow. It will be required that during this phase a requisite on-site meeting(s) will be convened between the Contractor and the District.

PHASE TWO: DESIGN & BETA PRODUCTION

When the items in Phase One are accepted by the District, the Contractor will immediately proceed to phase two. The goal of Phase two is a beta release of the Districts website.

General Objectives of Phase Two:

- a. Obtain Domain name FPDCC.gov (DNS control will be maintained by the District)
- b. Assessment of District needs, content, and functionality in a new website, beyond that which has been all ready established by preliminary evaluations conducted by the District.
- c. Plan of transition from FPDCC.com to FPDCC.gov
- d. Development of website aesthetic. (Look and feel, navigation, photos, etc.)
- e. Development of website structure.
- f. Establish Beta Content and functionality with approval from the District.
- g. Integrate current databases and/or functionality.
 - i. Purchasing website: http://198.65.148.209/ffd_purchasing/public/index.php
 - ii. Recreation Depts. online Picnic Permit system: <https://picnic.fpdcc.com/>
 - iii. Job Board: <https://cookcountvil.taleo.net/careersection/400/jobsearch.fil?lang=en>
- h. Release of Beta site by January 3, 2011.

PHASE THREE: RELEASE CANDIDATE

When Phase Two items are officially accepted by the District the project will begin Phase Three. In the interest of time Phase Three elements may be initially developed during Phase Two depending on the resources of the contractor, as long as they are not performed to the detriment of the goals of Phase Two.

General Objectives of Phase Three:

- a. Finalized website aesthetic.
- b. Finalized website content.
- c. Finalized website functionality/web tools.
- d. Finalized ArcGIS Server connection/ Dynamic Maps.
- e. Release of completed website.
- f. Website Manual.

2. CONTRACTOR RESPONSIBILITIES

The major responsibilities of the Contractor are as follows:

- a. Development and documentation of procedures to meet Contract specifications;
- b. Identification of functionality and/or web tools useful for District purposes not yet identified by the District.
- c. Website and web tools production.
- d. Integration of tools all ready developed.
- e. Delivery of products as per project schedule.
- f. Security of District's source materials.
- g. Correspondence with the District on all issues.
- h. Provision of labor, materials, and other incidentals to complete project.
- i. Ongoing Maintenance for up to one year after project completion.
- j. Training on website maintenance and Administration.

3. DISTRICT RESPONSIBILITIES

The major responsibilities of the District are as follows:

- a. Access to or provision of source materials.
- b. Review and approval of plan, project manual, site design, database and database design, project schedule, quality control procedures, documentation, and all other deliverable products;
- c. Resolution of content related questions on a timely basis.
- d. Quality assurance inspection of deliverable on a timely basis.

4. PROJECT TRACKING

The Contractor must establish and maintain procedures for tracking progress for the duration of the project. In general, the Contractor will be required to submit written weekly status reports to the District. These reports will include:

- a. Any product or document that is delivered;
- b. Meetings held, planned, or requested, including the minutes thereof;
- c. Issues or problems that are encountered need to be addressed, or resolved;
- d. Invoicing and payment;
- e. Production goals for the next reporting period.

PART II: RFP PROCESS AND TIME TABLE

2.01 OVERVIEW OF RFP PROCESS

This Request for Proposals invites Proposals for the provision of contractual services, supplies and/or equipment, or a combination thereof, for the Forest Preserve District of Cook County, Illinois (Hereinafter shall be referred to as the "District"). Proposals submitted in response to this RFP will undergo an initial evaluation and, in the District's discretion, Proposers may be invited to discuss or explain their Proposals, demonstrate their proposed Solutions and/or negotiate the specific terms pursuant to which a Proposer would be willing to enter into a Contract.

THE DISTRICT RESERVES THE RIGHT TO CONCURRENTLY NEGOTIATE WITH MORE THAN ONE POTENTIAL SUPPLIER IN ORDER TO MAINTAIN PROGRESS AGAINST OUR REQUIRED ADMINISTRATIVE APPROVAL TIMELINE.

At any time during the RFP process, the District may narrow or modify the scope of the Solution which is the subject of this RFP. The District may issue Addenda which describe such modifications and may, in its discretion, permit Proposers to submit supplemental or new proposals in response to these modified requirements. The District may request that all or some Proposers submit a "best and final" offer prior to selecting one or more Proposers for the negotiation of a possible Contract.

Any Contract which results from this RFP will include a set of negotiated special conditions modeled after the requirements set forth in Part I of this RFP, and will also include a negotiated Fee Schedule which is modeled after the Cost Proposal Page. Any resulting Contract must include the Attachments A-G of Part V of this RFP.

All prospective Proposers must submit a Proposer Registration Form in order to receive any Addenda which are issued prior to the date(s) upon which Proposals are due. Proposers failing to submit a Proposer Registration Form shall not be entitled to receive any Addenda and therefore risk elimination if their Proposals do not respond to the District's needs. Acknowledgement of received Registrations Forms will be sent via email to addresses indicated within the form.

These Instructions to Proposers contain important information and should be reviewed carefully prior to submitting a Proposal. Proposers failing to adhere to the procedures set forth in these instructions shall be subject to disqualification. Submission of a Proposal constitutes an agreement to be bound by the provisions set forth in this RFP.

2.02 PROJECTED RFP TIME TABLE

The following time schedule establishes the projected dates and times of certain critical events relative to this RFP, including submission of written inquiries to the District, submission of Proposals and the consideration of Proposals by the Proposal Review Committee. The District may revise or supplement this schedule by sending, faxing or e-mailing an Addendum to each Registered Proposer. The District does not intend to extend the submission date for proposals.

- **September 3, 2010 RFP Available to proposers.** The RFP will be available through September 30, 2010.
- **September 17, 2010: Proposer Registration Attachment B** to this RFP is a Proposer Registration Form. Proposers must complete this form and email it to Garret Wais, Garret.Wais@cookcountyl.gov

on or before **September 17, 2010** in order to be assured of receiving any Addenda issued by the District relative to this RFP. Acknowledgement of receipt of registration form will be sent via email to addresses indicated within the form within 24 hours of receipt.

- **September 17, 2010: Proposer inquiry deadline.** All inquiries regarding this RFP shall be submitted to the District, by mail or email

Attention: Garret Wais,
Department of Planning and Development, GIS,
536 N. Harlem, River Forest, IL 60305
Garret.Wais@cookcountyl.gov

on or before **September 17, 2010** in order to be assured of receiving any Addenda issued by the District relative to this RFP.

- **September 24, 2010: Response to Inquiries.** The District will consolidate and respond to written Proposer inquiries through the issuance of an Addendum which shall be transmitted to each Registered Proposer.
- **September 24, 2010: Notification of RFP Revisions.** If it becomes necessary to revise or supplement any part of this RFP, including any extensions or additions to the dates set forth herein, an Addendum will be transmitted to all Registered Proposers.
- **October 1, 2010: Due Date for Proposals.** Hard Copy Proposals must be delivered to the District by 4:00 p.m. CDT,

Attention: Garret Wais
Department of Planning and Development, GIS,
536 N. Harlem, River Forest, IL 60305

A digital copy should be emailed as well by 4:00 p.m., CDT on **October 1, 2010** to Garret.Wais@cookcountyl.gov

The Evaluation Committee may elect to consider Proposals which are received after this date, but shall be under no obligation to do so.

- **October 4, 2010: Evaluation of Proposals.** The Using Department will evaluate proposals and may invite one or more Proposers to make presentations and/or to negotiate Proposal terms for the consideration of the Board.
- **October 20, 2010: Notifications.** The Using Department may notify Proposers who have been eliminated from consideration and shall notify all Proposers of its recommendation prior to Contract negotiation with the Successful Proposer.
- **November 4, 2010: Board Consideration of Contract Execution.** Following finalization of Contract documents to the complete satisfaction of the District, the Board shall be requested to authorize execution of the Contract, which shall be within the Board's sole discretion.
- **January 3, 2011: Beta site goes public.**

✓ **2.03 FOREST PRESERVE DISTRICT OF COOK COUNTY RFP COORDINATOR**

The sole point of contact for all communications concerning this RFP, including written inquiries and the submission of Proposals, shall be the RFP Coordinator as follows:

Name: Garret Wais

Title: GIS Specialist

Mailing Address: 536 N Harlem, River Forest IL 60305

Phone Number: 708-771-1042

Facsimile Number: 708-771-1360

Electronic Mail Address: Garret.Wais@cookcountyl.gov

✓ **2.04 RESTRICTIONS ON CONTACT WITH DISTRICT/INQUIRIES**

Except for the manner provided in this RFP or pursuant to any pre-existing official District obligations, all communications with the District with respect to this RFP shall be submitted in writing via the email address above to the RFP Coordinator or, in the case of complaints regarding the RFP process, directly to the FPDCC Purchasing Agent. This restriction shall commence upon the issuance of this RFP and continue through the date the Using Department publicly announces the Proposer(s) it will recommend to the Board. Failure to comply with this provision may result in Proposer disqualification.

✓ **2.05 SUBMISSION OF PROPOSALS**

All Proposals shall be labeled "**FPDCC Website Re-Development Project**" and shall be delivered to the RFP Coordinator at the address set forth in Section 2.03 of this RFP no later than 4:00 p.m. CDT on **October 1, 2010**. Three (3) originals of the Proposal shall be submitted. The District requires Proposal submission in both hardcopy and softcopy formats. Softcopy submission shall be in Adobe PDF format with selectable text. It should be electronically mailed by the specified due date and time found on the title page of this RFP to the Forest Preserve District of Cook County at the following address:

Garret.Wais@cookcountyl.gov

Please note that the maximum file size is 4 MB. If the Proposal exceeds this threshold, the Proposer can exercise one of two options:

1. Posting their submittal (with requisite instructions transmitted via electronic mail to same address above) to their secured FTP site.
2. Delivery, attached to the hardcopy Proposal, of the digital file(s) on CD or DVD.

✓ **2.06 OPENING OF PROPOSALS**

All Proposals delivered to the RFP Coordinator at the address set forth in Section 2.03 of this RFP will be opened on **October 4, 2010**.

PART III: INSTRUCTIONS TO PROPOSERS

3.01 DEFINITIONS ²

The following definitions shall apply to this RFP:

"Addendum" shall refer to a document issued by the Purchasing Agent which modifies this Request for Proposals or provides additional information to Proposers.

"Board" shall refer to the Forest Preserve District Board of Commissioners of Cook County, Illinois.

"Contract" shall mean the agreement, if any, which is approved by the Forest Preserve District of Cook County Board of Commissioners between the District and a Contractor for some or all of the Deliverables described in section 3.03 Requirement and Special Conditions.

"Contractor" shall mean the individual(s) or business entity, if any, with whom or with which the District enters into a Contract.

"District" shall mean the Forest Preserve District of Cook County, Illinois.

"Deliverable" or "Solution" shall mean the services, supplies and equipment, or any part or combination thereof, which are proposed to be provided to the District in a Proposal.

"Proposal" shall mean the documents submitted by Proposers pursuant to this RFP which constitute a Proposers offer to contract with the District.

"Proposal Review Committee" shall refer to those individuals designated by the RFP coordinator for the purpose of evaluating proposals received in response to this request for proposals.

"Proposer" shall mean the individuals or business entities, if any, submitting a Proposal in response to this RFP.

"Purchasing Agent" shall mean the Purchasing Agent of the Forest Preserve District of Cook County.

"Registered Proposer" shall refer to a prospective Proposer who has submitted a completed Proposer Registration Form (Attachment C) to the District, which shall entitle such prospective Proposer to receive any Addenda issued by the District supplementing or modifying this RFP.

"Request for Proposals" or "RFP" shall refer to this solicitation of Proposals by the District which may lead to the negotiation and recommendation that the Board authorize a Contract with the successful Proposer.

"Successful Proposer" shall refer to the Proposer recommended for a Contract by the Evaluation Committee.

"RFP Coordinator" shall refer to the individual representing the District for all purposes related to this RFP and to whom all communications and Proposals must be directed. This individual is identified in Section 1.04 of this RFP.

3.02 SUBCONTRACTORS

Subcontractor Identification and Approval. Proposers must identify proposed Subcontractors in their Proposals. Subcontractors must be qualified to provide the specific Deliverables they are identified by a Proposer to provide under the Contract. The District reserves the right to disapprove a proposed Subcontractor and to require the Proposer to identify replacement Subcontractors.

3.03 CONTENTS AND ORGANIZATION OF PROPOSALS

Proposer shall not make claims or statements to which they are not prepared to commit contractually. The information contained in the Proposal shall be organized as follows:

A. Contents

The submittal must include the following items:

1. **Transmittal Letter.** Proposer shall include a letter of transmittal signed by an individual who is authorized to bind the Proposer contractually. The transmittal letter shall include the name, title, address, telephone number, facsimile number and email address of one or more individuals who can respond to requests for additional information. An executive summary of the proposal.
2. **Proposers Qualifications and Experience.** Proposer shall complete the Proposer Questionnaire included with this RFP as Attachment A and shall supply any information or documentation required by the Proposer Questionnaire
3. **A detailed proposal outlining the scope of work and approach to the project.** Provide a not to exceed development cost break down for the project. Also provide expected timetable for the different phases of the project.
4. **Qualifications and experience of firm(s):** select up to a maximum of five projects of comparable complexity that illustrate a comparable role for each firm undertaken during the past ten years. Projects may be in the Private or Public Sector. References must be verifiable.
5. **Qualifications and hourly rates of key personnel committed to this project:** provide chronological resumes for each of the key personnel, which include information regarding educational background for each of the key personnel, select a maximum of five comparable projects and summarize the role of each person.
6. **Commitment to the participation of Minority and Women Business Enterprises certified by Cook County.**
 - a. Responses are encouraged to satisfy the minimum requirements of the Forest Preserve District's goal of MBE/WBE participation: 25% MBE and 5% WBE.
 - b. Responses must specify the percentage participation for each identified MBE / WBE firm.
 - c. Current letter of certification issued by Cook County shall be submitted for each disadvantaged business enterprise.
7. **Completed Certificate of Qualification, Affidavit of Child Support Obligations and Certification Regarding Tax Delinquency.**

B. Format

Submittals shall be prepared on standard 8.5" x 11" letter size and bound on the long side. Fold out pages will be accepted as part of the submittal.

Respondents are advised to adhere to all submittal requirements.

Failure to comply with the instructions of this request may be cause for rejection of submittals.

The Forest Preserve District reserves the right to accept or reject any or all proposals in whole or in part or to seek clarification of information submitted in response to this request during the evaluation process.

C. Indemnity

The consultant agrees to defend, indemnify, keep and save harmless, the Forest Preserve District, its agents, officials and employees, against all injuries, deaths, loss, damage, claims patent, copyright or trademark claims suits, liabilities Judgments, cost or expenses, including attorneys fees which are the result of an error, omission or negligent act of the consultant, its employees, agents or subcontractors arising out of or resulting from the performance of service under this agreement. The Consultant expressly understands and agrees that any performance bond or insurance protection required by this contract shall in no way limit the responsibility to indemnify, defend or keep and save the County, its agents, officials and employees as herein provided. Full extent allowed by the laws of the state of Illinois and not beyond any extent, which would render this provision void or unenforceable.

Insurance

The professional consultant and each professional consultant working in his behalf shall purchase and maintain during the life of this contract insurance coverage, which will satisfactorily insure them against claims and liabilities, which could arise because of the execution of the contract. The insurance coverage required is as follows:

- ii. Workers Compensation Insurance covering the professional consultant against any and all claims, which may arise against the professional consultant because of the worker's compensation and occupational disease acts of the state of Illinois. The employer's liability Section of the workmen's compensation policy shall have a limit of not less than \$500,000.00
- iii. Comprehensive General Liability Insurance Protecting the professional consultant against any and all public liability claims which may arise in the course of performance

of this contract. The limits of liability for bodily injury shall not be less than \$1,000,000.00 per person, including death, and \$1,000,000.00 per occurrence. The limits of liability for property damage shall not be less than \$1,000,000.00.

- iv. Comprehensive Automobile-Liability Insurance, including employer's non-Ownership and hired car coverage, protecting the professional consultant, against automobile claims whether on or off the owner's premises with bodily injury limits of not less than \$1,000,000.00 per person and \$1,000,000.00 per occurrence and property damage limits of not less than \$1,000,000.00 per occurrence.
- v. Professional Liability Insurance covering the professional Consultant against all sums which the professional consultant may become obligated to pay by reason of the liability impose up the professional consultant by law for damage resulting from any claim made against the professional service for the County under this contract, in the capacity as professional consultant and cause by any error, omission, or act of the professional consultant, or of any person employed by the professional consultant, is legally liable. This professional Liability Insurance shall remain in force for the life or contract obligations. The limit of liability of this Insurance shall be no less than the \$1,000,000.00 with a deductible of not more than \$50,000.00.
- vi. Valuable papers Insurance in a amount of not less than \$100,000.00 to cover any loss occasioned by fire, theft or any other cause.

D. Schedule

Include an anticipated schedule indicating the time needed to complete the project.

E. Authorized Negotiations

Indicate the names and phone numbers of personnel authorized to negotiate a contract with the District on behalf of the firm.

F. General Conditions

List any terms and conditions that may apply to this contract and that are not included in this request for proposals.

G. Submission

Three (3) copies of the proposals are to be submitted in a sealed envelope no later than 4:00 p.m. **October 1, 2010** to:

Forest Preserve District of Cook County

Department of Planning & Development
536 N. Harlem Ave.
River Forest, Illinois 60305

Attn: Mr. Garret Wais
Email: Garret.Wais@cookcountyl.gov

The outside of the envelope should be labeled:

FPDCC Website Re-Development Project

RFP No: 10-80-013

3.04 OWNERSHIP OF PROPOSALS

All material submitted by Proposers shall become the sole property of the District. The Forest Preserve District of Cook County shall be under no obligation to return any Proposals or materials submitted by Proposers in response to this RFP and reserve the right to use any or all of Proposers ideas as set forth in its Proposal, regardless of whether the Proposer is selected for negotiation of a possible Contract. In the event a Proposal includes specific information which Proposer deems proprietary or confidential, Proposer shall clearly identify it as such, and in which case the District shall use all reasonable efforts to maintain the confidentiality of such information. This notwithstanding, all Proposers agree, in submitting a Proposal, that the District may use any information or ideas set forth in a Proposal in determining the Solution to be contracted, regardless of the Proposer selected for a recommended Contract.

Proposers who are unwilling to agree to the provisions of this paragraph are prohibited from submitting Proposals.

3.05 COST OF PROPOSER RESPONSE

The District shall not bear any of the costs or expenses incurred by Proposers in responding to this RFP. All such costs shall be borne solely by the Proposer.

3.06 REQUESTS FOR UPDATED OR NEW PROPOSALS

At any time during the RFP process, the District may cancel the RFP and may, but shall not be required to, reissue the RFP at a later date. Further, at any time during the RFP process, the District may also issue an Addendum modifying the RFP and may request supplemental information or updated or new Proposals. Any such Addendum shall specify the date by which the requested documents shall be submitted and any changes in the projected timelines set forth in this RFP which may result from the issuance of the Addendum.

3.07 ELIMINATION OF PROPOSALS

During its evaluation of the Proposals, the District may determine that one or more Proposals will not result in a Contract which best meets the District's requirements. The District shall be under no

obligation to solicit additional information or pricing from Proposers before eliminating their Proposals. When the Proposal Review Committee has conclusively determined that a Proposal will no longer be considered, it shall attempt to notify the affected Proposer(s) in a reasonably prompt fashion.

3.08 PROPOSER PRESENTATIONS AND DEMONSTRATIONS

The Proposal Review Committee may, in its discretion, request additional information or presentations from any or all Proposers. The Proposal Review Committee may request any Proposer to demonstrate any equipment, supplies or services contained within its Proposal.

3.09 PROPOSER NEGOTIATIONS

The Proposal Review Committee may select one or more Proposers for negotiation of a possible Contract and may solicit "best and final offers" as well as Oral Presentations from some or all Proposers prior to or during this negotiation process.

THE DISTRICT RESERVES THE RIGHT TO CONCURRENTLY NEGOTIATE WITH MORE THAN ONE POTENTIAL SUPPLIER IN ORDER TO MAINTAIN PROGRESS AGAINST OUR REQUIRED ADMINISTRATIVE APPROVAL TIMELINE.

3.10 EVALUATION OF PROPOSALS GENERALLY

A. PROPOSAL EVALUATION

The evaluation of Proposals is intended to enable the District to identify and develop a possible Contract which represents the best composite value for the District, balancing the cost of a Proposal with the benefits to be gained by the qualifications of the Proposer, by the specific Deliverables proposed to be provided, by the terms under which a Proposer is willing to provide these Deliverables, and by the cost savings or efficiencies which may be achieved. The Proposal Review Committee shall document its rationale in reaching a particular recommendation, but shall have complete discretion in considering and evaluating Proposals.

The submission of a Proposal does not require or obligate the District to pursue a Contract with any Proposer. The Proposal Review Committee may identify as few or as many Proposers as it deems appropriate for purposes of any negotiations resulting from this RFP.

It is expressly understood that all negotiations are subject to the consideration and approval of the Forest Preserve District of Cook County Board of Commissioners, which may accept or reject any proposed Contract in its sole discretion.

B. SELECTION CRITERIA

All Proposals will be evaluated by representatives composed of personnel from the District. This team will utilize the criteria cited below. Each criterion will be given full measure and consideration in determining the Proposer's ability to successfully complete this project.

- a. Response characteristics
 1. Adherence to required format;
 2. Completeness of submittal.

- b. Experience and qualifications
 - 1. Company background and history;
 - 2. Relevant experience with other projects;
 - 3. Client references;
 - 4. Project samples.
- c. Strength of project team
 - 1. Suitability of management and technical personnel;
 - 2. Approach to project management, including workflow, reporting, and quality assurance;
 - 3. Relevant experience on other projects.
- d. Approach to the scope of the work
 - 1. Understanding and discussion of technical issues;
 - 2. Methodology and technical plan;
 - 3. Project management plan;
 - 4. Quality control & assurance plan.
- e. Ability to complete project as scheduled
 - 1. Understanding of task sequence and major milestones;
 - 2. Adequacy of resources;
 - 3. Ability to complete work on a timely basis;
 - 4. Ability to meet schedule completion dates.
- f. Itemized proposal cost

3.11 NOTIFICATION OF RECOMMENDED CONTRACTOR

When the Proposal Review Committee has completed its evaluation and is ready to recommend a Proposer to the Board, it shall issue a letter to the remaining Proposers notifying them of its recommendation.

3.12 CONFIDENTIALITY

All information submitted in response to this RFP shall be confidential until the District has executed a Contract with the successful Proposer or has terminated the RFP and determined that it will not reissue the RFP in the near future. Following such actions, the contents of Proposals submitted in response to this RFP may be subject to the provisions of the Illinois Freedom of Information Act. If a Proposer wishes to preserve the confidentiality of specific information set forth in its Proposal, it must request that the information be withheld by identifying such information as confidential in its Proposal. The District shall have the right to determine whether it shall withhold the information upon receipt of a FOIA request and, if it does so pursuant to a Proposer request, the Proposer requesting confidential treatment of the information shall bear the costs of asserting that there is a proper exemption justifying the withholding of such information in any court proceeding which may result.

PART 4: ASSUMPTIONS

4.01 Labor

1. All labor associated with the District's website re-development is assumed to be done in facilities located in the United States and will be reflected in the cost schedule of Attachment D. However, if a Proposer plans to include offshore resources in their solution, then it will be considered as an option in their solution in addition to the fully onshore solution as originally indicated in the RFP. The cost schedule needs to clearly distinguish any optional solutions.
2. When Applicable prevailing wage rates must be administered.

PART V: LEGAL REQUIREMENTS
ATTACHMENTS A – G

ATTACHMENT A: PROPOSER QUESTIONNAIRE

PROPOSER QUALIFICATIONS ITEMS REQUIRED TO BE SUBMITTED WITH PROPOSAL:

PROPOSER MUST DEMONSTRATE THAT IT IS EXPERIENCED AND QUALIFIED TO PROVIDE THE SERVICES REQUIRED. EACH PROPOSER SHALL SUBMIT THE FOLLOWING INFORMATION IN ITS PROPOSAL FOR THE DISTRICT'S CONSIDERATION:

A. DESCRIPTION OF COMPANY

Introduction (or Executive Summary). This shall include a brief background of the firm and the professional services offered that meet the County's objectives including

- Name of Company; if a joint venture, name of joint venture and names of individual companies;
- Address(es) of corporate headquarters for all firms and Chicago area location, if differing;
- Telephone number(s), fax number(s), electronic mail address(es) and website, including Chicago locations;
- Form of company; e.g., sole proprietor, partnership, corporation;
- Date company formed; date incorporated, if a corporation;
- Company principals including President, Chairman, Vice President(s), Secretary, Chief Operation Officer, Chief Financial Officer, General Manager(s), and the length(s) of time each has accumulated in his area of expertise;
- FBIN: Provide the Federal Employee Identification Number of the Proposer;
- SSN: In the case of a sole proprietorship, provided the Social Security Numbers of all Owners/Partners;
- Licenses (to do business in the State of Illinois). In the event that a corporation or LLC is the successful Proposer, such corporation shall present evidence, before, an agreement is executed, that it is authorized to do business in the State of Illinois, which may include a print-out from the Illinois Secretary of State website.

In addition, the Proposer shall provide:

1. Organization Chart and Rationale for Proposer – An organization chart for the Proposer firm should show reporting relationships of principals and areas of responsibility pertaining to the

required services, as outlined in Section 2 and the rationale for assembling this specific team. Describe why this firm is best suited to be selected.

2. Proposer Firm(s)' Key Personnel – Submit resumes for key personnel committed to this project; these personnel can be both managerial and technical. Include a description of any key personnel's specialized experience.
3. A summary of the history of Proposer firm(s) in terms of its size, range and types of services Proposer has offered and currently offers through its company; and the types of clients and geographic areas serviced by Proposer.
4. Indicate how many years Proposer has been in business and the number of years devoted to your field. If your company is a subsidiary, include a copy of the corresponding information on the parent company.

This information may be considered in the determination of Proposer's qualifications to provide Services as outlined in this Request for Proposal, but shall not be binding upon the District.

B. GENERAL INFORMATION

C. FINANCIAL STATEMENT

Provide a copy of the most recent audited financial statement, or an annual report by a certified public accountant and a Dunn and Bradstreet rating. If applicable, submit the financial report of your parent company.

D. REFERENCES

Qualifications of the firm(s): Provide a list of references for other customers that are utilizing your services. Proposer agrees that the District may contact these references to obtain any and all information regarding Proposer's performance of services.

Provide a list of all current and prior clients for the past three (3) years.

THE PROPOSER AGREES THAT THE DISTRICT MAY CONTACT ANY PERSONS FOR INFORMATION REGARDING PROPOSER'S PAST CONTRACT PERFORMANCE. FAILURE TO SUBMIT THE INFORMATION REQUIRED BY THIS SECTION, OR THE RECEIPT OF UNSATISFACTORY INFORMATION BY THE DISTRICT SHALL, IN THE DISTRICT'S DISCRETION, CONSTITUTE CAUSE FOR PROPOSAL DISQUALIFICATION.

ATTACHMENT B: PROPOSER REGISTRATION FORM

Submit to Garret Wais at
Garret.Wais@cookcountvil.gov

REQUEST FOR PROPOSALS FOR WEBSITE RE-DEVELOPMENT

PROPOSER REGISTRATION FORM

NOTE TO PROSPECTIVE PROPOSERS: BY COMPLETING AND RETURNING THIS FORM TO THE FOREST PRESERVE DISTRICT OF COOK COUNTY, ATTENTION: GARRET WAIS, GIS SPECIALIST, DEPARTMENT OF PLANNING & DEVELOPMENT, ON OR BEFORE **SEPTEMBER 17, 2010**, YOU WILL RECEIVE ANY ADDENDA ISSUED BY THE DISTRICT WHICH EITHER REVISE THE DATES FOR SUBMITTAL OF PROPOSALS, RESPOND TO QUESTIONS SUBMITTED BY OTHER PROSPECTIVE PROPOSERS, OR WHICH SUPPLEMENT OR CHANGE THE REQUIREMENTS SET FORTH IN THE REQUEST FOR PROPOSALS. THIS FORM MAY BE RETURNED BY FAX TO THE NUMBER SPECIFIED ABOVE. IF YOU FAIL TO SUBMIT THIS FORM, YOU WILL NOT BE ENTITLED TO ANY OF THE ADDENDA, IF ISSUED, AND ANY DEFICIENCY IN YOUR PROPOSAL RESULTING FROM SUCH FAILURE MAY RESULT IN THE DISQUALIFICATION OF YOUR PROPOSAL FROM CONSIDERATION, IN THE DISCRETION OF THE BUREAU. SUBMISSION OF THIS REGISTRATION FORM DOES NOT OBLIGATE YOU TO SUBMIT A PROPOSAL.

NAME: _____

ADDRESS: _____

NAME OF DESIGNATED REPRESENTATIVE FOR PURPOSES OF THIS RFP:

PHONE: _____

FAX: _____

EMAIL ADDRESS: _____

ATTACHMENT C: CERTIFICATE OF QUALIFICATION

CERTIFICATE OF QUALIFICATION

In an ordinance approved by the Board of Commissioners of the Forest Preserve District of Cook County on June 2, 1980, it is recited that: 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 of nolo contendere or admission of guilt, if that person or business entity:

- (a) has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- (b) has been convicted of an act committed, within the State of Illinois, of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. S1 et seq.;
- (c) has been convicted of bid-rigging or attempting to rig bids under the laws of the State of Illinois;
- (d) had been convicted of an act committed, within the State of Illinois, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. S1 et seq.;
- (e) has been convicted of defrauding or attempting to fix prices under the laws of the State of Illinois;
- (f) has been convicted of defrauding or attempting to defraud any unit of state or local government or school district with the State of Illinois;
- (g) has made an admission of guilt of such conduct as set forth in subsections (a) through (f) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- (h) has entered a plea of nolo contendere to charges of bribery, price fixing, bid-rigging or fraud, set forth in sub-paragraphs (a) through (f) above.

I, _____, the _____
Pres., Sec., Etc.
of _____
Consultant
having been duly sworn to state the truth, do
hereby swear the following to be true to the best of my knowledge:

1. _____, _____
Consultant *Has/Has Not*
been convicted, or entered a plea of nolo contendere, or made an admission of guilt to any act described in the identified Ordinance and other pertinent Resolutions of the Forast Preserve District of Cook County.

2. The owner, partner or shareholder who controls, directly or indirectly, Twenty Percent (20%) or more of the business or offices of the business entity _____
has/Has Not
been convicted or entered a plea of nolo contendere or made an admission of guilt any act described in the identified Ordinance.

3. _____, _____
Consultant *Does/Does Not*
employ as an officer, any individual who was an officer of another business entity at the time the latter business entity committed a disqualifying act described in the identified Ordinance.

4. _____, _____
Consultant *Does/Does Not*
have an owner who controls, directly or indirectly Twenty Percent (20%) or more of the business who was an owner who, directly or indirectly, controlled Twenty Percent (20%) of another business entity at the time the latter committed a disqualifying act described in the identified Ordinance.

If any answer is in the affirmative, I swear to the best of my knowledge that on _____
the court entered judgment on the conviction of _____
Consultant Owner/Officer
and /or the _____ that employed _____
Previous Business entity *Name of Officer/Owner*
who is an _____ of the Consultant.
Officer/Owner

Date

SUBSCRIBED AND SWORN to before me
this _____ day of _____, 2010

NOTARY PUBLIC

ATTACHMENT D: MBE/WBE UTILIZATION PLAN

MBE / WBE Utilization Plan

Be advised that it is the administrative goal of the Forest Preserve District of Cook County to achieve 25% Minority Business participation and 5% Women Business Participation in all contracts and purchases. This is an administrative goal, not a requirement.

Bidder/Proposer hereby states that all MBE/WBE firms included in this Proposal are certified MBEs/WBEs or have a complete application for MBE/WBE certification on file with the Cook County Office of Contract Compliance. In the event the MBE/WBE has an application for certification pending, the Bidder/Proposer MUST demonstrate to the District that the MBE/WBE has been properly certified upon request.

A. BIDDER'S/PROPOSER'S MBE/WBE STATUS:

(check the appropriate line)

- _____ A. Bidder/Proposer is a Cook County certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification.) (skip sections II and III).
- _____ B. Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are Cook County certified MBEs or WBEs. (If so, attach copies of Letters of Certification, a copy of Joint Venture Agreement clearly describing the role of MBE / WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit. (skip sections II and III).
- _____ C. Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the work of the Contract. (If so, complete Sections II and III).
- _____ D. None (skip sections II and III).

B. II. DIRECT PARTICIPATION OF MBE/WBE FIRMS

The Bidder/Proposer proposes that the following MBEs/WBEs shall act as subcontractors/suppliers/consultants:

Name: _____

Address: _____

Contact Person: _____
(NAME and TITLE)

Telephone Numbers: () _____
() _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____

Name: _____

Address: _____

Contact Person: _____
(NAME and TITLE)

Telephone Numbers: () _____
() _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____

C. III. INDIRECT PARTICIPATION

The Bidder/Proposer proposes that the following MBEs/WBEs act as subcontractors/suppliers/consultants to perform work or supply goods or services where such performance does not directly relate to the Work of this Contract.

Name: _____

Address: _____

Contact Person: _____

(NAME and TITLE)

Telephone Numbers: (____) _____

(____) _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____

Name: _____

Address: _____

Contact Person: _____

(NAME and TITLE)

Telephone Numbers: (____) _____

(____) _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____

ATTACHMENT E

Affidavit of Child Support Obligations/COMPLETION OF THIS FORM IS REQUIRED

Effective September 5, 2007, every applicant for a Forest Preserve District of Cook County Privilege shall be in full compliance with any Child Support Order before such applicant is entitled to receive or renew a FPDCC Privilege. When Delinquent Child Support exists, the FPDCC shall not issue or renew any FPDCC Privilege, and may revoke any FPDCC Privilege.

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

"FPDCC Privilege" means any business license, including but not limited to liquor dealers' licenses, packaged goods licenses, tavern licenses, restaurant licenses, and gun licenses; real property licenses or lease; permit, including but not limited to building permits, zoning permits or approvals; environmental certificate; and contracts exceeding the value of \$25,000.

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

All Applicants/Substantial Owners are required to complete this affidavit and comply with the Child Support Enforcement Ordinance before any privilege is granted. Signature of this form constitutes a certification that the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

Privilege Information

FPDCC: _____ District's Department: _____

Applicant Information

Last Name: _____ First Name: _____ MI: _____

SS# (last four digits): _____ Date of Birth: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Home Phone #: (____) _____ Driver's License #: _____

Child Support Obligation Information

The undersigned applicant, being duly sworn on oath or affirmation hereby states that, to the best of my knowledge: (place an "X" next to "A", "B", "C", or "D")

- _____ A. The applicant has no judicially or administratively ordered child support obligations.
- _____ B. The applicant has an outstanding judicially or administratively ordered obligation, but is paying in accordance with the terms of the order.
- _____ C. The applicant is delinquent in paying judicially or administratively ordered child support obligations.
- _____ D. The applicant is not a substantial owner as defined above.

The undersigned applicant understands that failure to disclose any judicially or administratively ordered child support debt owed will be grounds for revoking the privilege.

Signature: _____ Date: _____

Subscribed and sworn to before me this _____ day of _____, 20____

Notary Public _____

ATTACHMENT F:
CERTIFICATION REGARDING TAX DELINQUENCY

An Ordinance approved by the Board of Commissioners of the Forest Preserve District of Cook County on March 3, 1993, it is provided that:

1. **Disqualification for Tax and Fee Delinquency:** No person or business entity shall be awarded a contract or subcontract for goods or services with the District if such person or business entity is delinquent in the payment of any tax levied by or fee charged by the District. No person or business entity will be prohibited from entering into a contract or subcontract with the District pursuant to the foregoing sentence if such individual or entity is contesting, in accordance with the appropriate procedures, its liability for the tax or fee or the amount of the tax or fee, and if such person or business entity shows proof of the contest to the District.
2. **Statement Under Oath:** Before awarding a contract or subcontract for goods or services, the District shall obtain a statement under oath from the person or business entity that none of the taxes or fees contested, or other taxes or fees, are delinquent.
3. **False Statements:** The effect of any person or entity making a false statement under oath shall be to entitle the District to set off a portion of the contract sum equal to the amount of the tax or fee delinquency. In addition, a twenty-five percent penalty on the amount of the tax or fee delinquency shall be imposed. Making a false statement under oath regarding delinquency shall be a misdemeanor, punishable by a fine of \$100.00.
4. **Delinquency During Pendency of Contract:** If during the existence of any contract or subcontract for goods or services between the District and any person or business entity such person or business entity shall become delinquent for non-payment of taxes levied by or fees charged by the District, the District shall be entitled to set off a portion of the contract sum equal to the amount of the tax and fee delinquency, and impose a twenty-five percent penalty on the amount of the delinquent tax or fee.
5. **Applicability:** This Section 1-8-2.D. applies to all contracts and subcontracts for goods and services, including; personal services contracts; contracts which are awarded on the basis of a bidding process; contracts which are not awarded on the basis of a bidding process; contracts which originate under the authority of the Purchasing Agent of the District; and contracts which originate from any other office or department of the District. For purposes of this Section 1-8-2.D., "taxes levied and fees imposed" by the District shall mean any and all taxes or fees which are levied, imposed or collected by or on behalf of the District, its officials, or departments, including but not limited to taxes levied on real estate, and fees and charges imposed by ordinance or by law which are payable to the District, or an officer or department of the District, for any permit, license, service or any other purpose. Taxes and fees shall be construed to include any and all interest and penalties authorized or imposed by law or by ordinance for a late payment or non-payment of taxes or fees. Taxes or fees shall be considered delinquent if a claim, notice or demand for payment has been made for such taxes or fees by or on behalf of the District or the County of Cook, or any of their officers or agencies, boards, commissions, or departments without timely payment, except in those cases where authorized procedures for protesting or contesting such taxes or fees have been timely and properly initiated and where such protest or contest remains pending.

I, _____, the _____
Consultant *Pres., Sec., Etc.*

Of _____, having been duly sworn to state the
truth, do hereby swear the following to be true to the best of my knowledge: *Consultant*

1. _____ is/are not an owner(s) of real
Consultant property in Cook County, or a party responsible for the payment of any tax or fee owed to the Forest Preserve District of Cook County, for which such tax or fee is delinquent.

2. The following is a complete list of real estate owned by _____
Consultant
in Cook County: [List by Permanent Index Number]

Subscribed to before me this _____ day of _____, 2010

NOTARY PUBLIC

**PART VI: ADDITIONAL INFORMATION
ATTACHMENT G:**

**ATTACHMENT G: FOREST PRESERVE DISTRICT OF COOK
COUNTY PROFILE & ORGANIZATIONAL STRUCTURE**

District Profile

The Forest Preserve District of Cook County was formed in 1915. Created by an act of the Illinois State Legislature, the District was the first county-wide unit of government dedicated to land conservation in Illinois and one of the first in urban America.

The founders of the District were true visionaries. They predicted the explosive population growth and anticipated the wave of urban development that would sprawl far beyond the city limits of Chicago into the open prairie, forest, wetland and farm field. They dreamed of a region that preserved its natural character and sense of place, where city and suburb flowed together along vast expanses of open land following the natural mosaic of rivers, streams, prairie, marsh and woodland that traverse Cook County.

From its inception, the mission of the District has been to acquire and maintain lands in their natural state with the purpose of protecting and preserving the flora, fauna and scenic beauties for the education, pleasure and recreation of the public.

Today, the District encompasses more than 68,000 acres, which is approximately 14 percent of Cook County's land mass, and is authorized to preserve a total not to exceed 75,000 acres of open land. Each year, more than 40 million people use these lands and facilities to enjoy or study nature, bicycle, hike, fish, cross-country ski, picnic, golf, canoe, or simply relax in a large preserve that leaves urban life behind. Facilities located in the preserves include golf courses and driving ranges, swimming pools, boat rentals, equestrian stables and nature centers.

The District also includes the Brookfield Zoo and the Chicago Botanic Garden, two world-class institutions located in the Cook County Forest Preserves.

The District is a separate body and political subdivision of the State of Illinois. The District has independent taxing powers and its boundaries are the same as those of Cook County. The District is governed by a President elected by Cook County voters and a Board of Commissioners elected by Cook County voters from seventeen (17) districts within the county. The President and Commissioners are elected for four-year terms. The President and Commissioners also serve on the Cook County Board in the same capacities.

The Forest Preserve District is administered by a General Superintendent and Department Heads from each of eight departments (with the General Superintendent also heading the General Office Department). The other departments comprising the District are Finance and Administration, Resource Management, General Maintenance, Permit and Recreation Activities Administration, Law Enforcement, Legal, and Planning and Development.

General Office contains the executive office including the General Superintendent, the Secretary/Treasurer to the Board of Commissioners, the Development Office, and the Public Information Office.

Finance and Administration is responsible for all financial functions and administrative functions including appropriations and expenditures, accounting, billing and collection, internal and external auditing, preparation of the annual budget and purchasing. It also helps to administer Cook County's Human Resource Ordinance and handles all personnel issues including applications for benefits, processing of resignations and terminations and requests for family medical leave. It works with Cook County's Human Resources department in recruiting qualified individuals for District positions.

Resource Management manages the District's education programs, volunteer resource, trails coordination, fisheries and wildlife management, resource ecology, land management, and nature centers.

Maintenance is responsible for the care and maintenance of District facilities such as picnic areas, buildings and trails. It also manages the central warehouse which stocks and provides supplies, operates the central garage which maintains and repairs District vehicles, manages the motor fleet, performs scavenger services and mowing, and manages the maintenance shop which provides trades people for maintenance of infrastructure.

Permit and Recreation Activities Administration issues permits for public use of District properties such as picnics, cabin rentals, camping, dog friendly areas, equestrian activities, model air planes, soccer and baseball. It issues special use permits for tents, beer trucks, caterers, rides, amplified sound and commercial photography. It also licenses concessions, operates aquatic facilities, and monitors the private management of the District's golf courses and driving ranges.

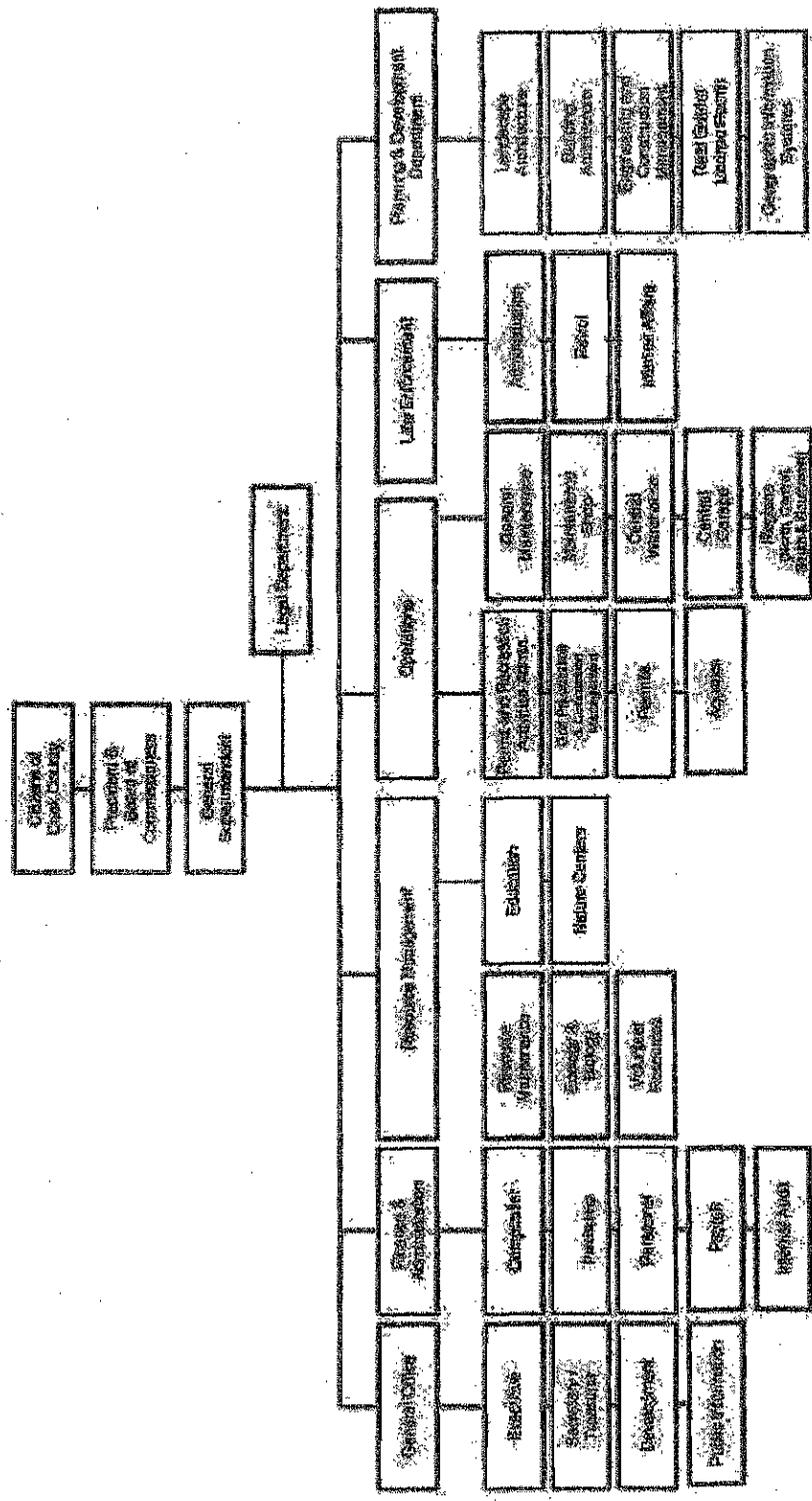
Law Enforcement patrols all District properties, enforces all state, county and District laws and ordinances, to serve and protect patrons, property and natural lands of the District, and issues tickets and fines for violators.

Legal provides legal services to the District, either through District legal staff or supervision of outside counsel. It provides legal advice, drafts ordinances, handles land acquisition legal matters, interprets legal statutes affecting the District, and manages lawsuits. It handles employee matters which involve administrative such as the EEOC, the Labor Board and Civil Service Commission. It also responds to requests for information under the Illinois Freedom of Information, administers workers compensation claims and oversees the District's land acquisition program.

Planning and Development plans, designs and implements capital improvements and restoration programs to District sites. It is comprised of the following sections: landscape architecture, engineering and construction, building architecture, real estate and licensing, and geographic information systems.



FOREST PRESERVE DISTRICT OF COOK COUNTY ORGANIZATION CHART



2010 Total Employees = 537.6 FTE

CONSULTANT AGREEMENT

This Consultant Agreement (the "Agreement") is made and entered into as of this day of November, 2010 by and between the Forest Preserve District of Cook County (hereinafter referred to as "District") and Next Door Multimedia, LLC, whose principal place of business is located at 803 N. Harlem Avenue, Oak Park, Illinois 60302 (hereinafter referred to as "Consultant"). Collectively, the District and the Consultant shall be deemed the "Parties". 23

I - AGREEMENT

This Agreement is comprised of the Consulting Services Agreement, and the Consultant's Project Approach and Scope of Services (hereinafter the Proposal for Services) attached hereto and made a part hereof as Exhibit A, the Certificate of Qualification attached hereto and made a part hereof as Exhibit C, the MBE/WBE Utilization Plan attached as Exhibit D, the Affidavit of Child Support Obligation attached as Exhibit E, and the Certificate regarding Tax Delinquency attached as Exhibit F. This Agreement sets forth the entire understanding of the parties relative to the subject hereof and supersedes any and all prior agreements, expressed or implied, oral or written. Changes, extensions or modifications to this Agreement shall only be made by mutual agreement by and between the Parties and shall be in writing. No such changes, extensions or modifications which individually or cumulatively result in additional cost to District over \$5,000.00 shall be deemed as authorized without the advance approval of the District Board of Commissioners. Changes which increase the cost to the District by less than \$5,000.00 may only be made with the advance written approval of the District's General Superintendent and Purchasing Agent.

II - APPOINTMENT

The District accepted the Proposal by action of the Board of Commissioners of the Forest Preserve District of Cook County at its meeting of November 4, 2010. Pursuant to that action, the District does hereby appoint Consultant to perform the services described within this Agreement commencing on the date upon which this Agreement is fully executed by the Parties (hereinafter referred to as the "Effective Date").

III. SCOPE OF SERVICES

Consultant acknowledges that the purpose of this Agreement is to provide professional services as specifically spelled out in the Scope of Basic Services section of the proposal for the re-design of the District's website. The Consultant shall commence the project upon receipt of written approval and authorization to commence provided by the Director of Planning and Development.

IV - TERM

This Agreement shall commence on the Effective Date and shall continue for the term of the project as identified in the Scope of Services, unless sooner terminated by the District in accordance with Article IX.

V - DUTIES OF DISTRICT

The District shall cooperate and furnish to Consultant, upon request, information in the District's possession that the District believes is necessary for Consultant to perform its services hereunder. The District shall, upon notice, permit Consultant access to District sites.

VI - COMPENSATION

The total aggregate amount to be paid for professional fees including reimbursable expenses shall not exceed \$57,700.00. Consultant will be compensated on the basis of the Proposal for Services (See Exhibit A) and allowed reimbursable expenses set forth in this Agreement. Notwithstanding any amounts set forth in this Agreement, reimbursable expenses shall be limited to amounts which are customary, reasonable and necessary, and in accordance with the identified reimbursable items per the Proposal for Services. Invoices in duplicate for charges incurred each month, together with supporting documentation evidencing the hours expended, unit costs incurred and expenses shall be presented by Consultant to the District's Director of Planning and Development at the end of each month. The District shall notify Consultant if an invoice is not in order. All invoices submitted by Consultant for payment shall be paid by the District within 60 days of receipt complete with all requested documentation. The District shall have the right to examine the books and records of Consultant for the purpose of auditing the same with reference to all charges made to the District.

VII - NOTICES

Any notice required or permitted to be given under this Agreement shall be in writing and either personally delivered or sent by registered or certified mail, return receipt requested and addressed as follows:

If to Consultant:	Next Door Multimedia, LLC 803 N. Harlem Avenue Oak Park, Illinois 60302 Attention: Yves Hughes, Jr. Managing Partner
If to District:	Forest Preserve District of Cook County 536 North Harlem Avenue River Forest, Illinois 60305 Attention: Steven M. Bylina General Superintendent
With a copy to:	Dennis A. White, Chief Attorney Forest Preserve District of Cook County 69 West Washington Street Suite 2010 Chicago, Illinois 60602 Marlo Kemp, Chief Financial Officer Forest Preserve District of Cook County 69 West Washington Street Suite 2060 Chicago, Illinois 60602

Either party may change its address for receipt of notice and/or the name of the individual to whom such notice should be addressed by service of a notice of such change in accordance with this Article. Notice shall be deemed given when personally delivered or deposited in the United States mail, postage prepaid.

VIII - DEFAULT

If Consultant breaches any of its material obligations under this Agreement and has failed to cure such breach within thirty (30) calendar days after receipt of notice specifying such breach, the District may terminate this Agreement by notice in writing, which termination notice shall be effective immediately upon personal delivery or upon being deposited in the United States mail, postage prepaid by the District. If the Agreement is so terminated, the District may take over the work and services and prosecute same to completion by contract or otherwise, and Consultant shall be liable to the District for any excess costs occasioned by the District thereby. Any such excess costs will be liquidated by use of the progress payments due for work completed prior to termination for default. If such retained funds are not sufficient to liquidate such liability, the District may make a written demand upon Consultant for the unwritten liquidated balance thereof and Consultant shall pay such balance to the District within ten days after such demand. The District shall provide compensation to Consultant for services performed through the date of termination except to the extent the District has been damaged by a default of Consultant hereunder.

If the District shall terminate this Agreement under the preceding paragraph, or if this Agreement is terminated under Article IX or otherwise, Consultant shall deliver to the District within ten (10) calendar days all finished or unfinished work product, documents, data, studies and reports prepared by Consultant for delivery to the District under this Agreement. If Consultant fails to make such delivery upon demand, then and in that event, Consultant shall pay the District any damages the District may sustain by reason thereof.

IX - TERMINATION

The District may terminate this Agreement or any portion of it, for reasons other than a material breach at any time by giving 30 days notice of termination in writing from the District to Consultant. Payment for work performed up to the effective date of termination pursuant to this section shall be based on the actual services performed by Consultant, as approved by the Chief Attorney and the Director of Planning and Development. Such payment shall be in full settlement for services rendered under this Agreement.

X - INDEMNIFICATION AND HOLD HARMLESS

Consultant shall indemnify and hold harmless the District, the President and its Commissioners, officers, and employees, as its interests may appear, from and against all claims, demands, payments, suits, actions, recoveries and account judgments, brought or recovered against them or either or any of them for or on of any personal injuries, bodily injuries (including death), or damage to tangible property received or

sustained by any person or persons whomever by reason of any negligent act or omission of Consultant, its agents, servants, or subcontractors in the performance of said services, or by or in consequence of any negligence or carelessness by Consultant, its agents, servants, or subcontractors, in connection with the same or on account of the death, injuries to persons who shall be engaged in or about the service to be performed under this Agreement; and on account of liability or obligation imposed directly or indirectly upon the District by reason of any law of the State of Illinois or the United States now existing or which shall hereafter be enacted imposing any liability or obligation, or providing for compensation to any person or persons on account of or arising from the death of or injuries to employees of Consultant, its agents, servants, or subcontractors. If found liable for negligent acts or omissions, Consultant shall pay, settle, compromise and procure the discharge of any and all such claims and all such losses, damages, expenses, liabilities, and obligations. In case Consultant shall fail, neglect, or refuse to comply with any of the provisions of this paragraph, District may, in order to protect itself from liability, defend any such claims, demand, suits, or action and pay, settle, compromise and procure the discharge thereof, in which case Consultant shall repay to District any and all such loss, damage, settlement, judgment or verdict and expense, including reasonable attorney's fees paid, suffered, or incurred by District in so doing. The foregoing indemnification provision does not apply to any portion of such claims, demands, suits and actions attributable to the gross negligence or willful misconduct of the District, its agents and employees.

XI - INSURANCE

Consultant and any subcontractors of Consultant shall, at their own expense, obtain and maintain the minimum insurance coverage as specified below and shall include naming the District as an Additional Insured as set forth below.

A. Automobile Insurance: Consultant and subcontractors shall, at their own expense, obtain and maintain such insurance as will protect it against liability imposed by law for loss or damage, including personal injuries and death arising from the ownership, use or operation of any motor vehicle, including owned, non-owned and hired vehicles, used or to be used in connection with services under this Agreement, for not less than \$1,000,000 inclusive single limits for each loss.

B. Workers' Compensation & Employers' Liability: Consultant and any subcontractors shall, at their own expense, obtain and maintain Workers' Compensation and Employers' Liability insurance to cover persons employed in connection with services under this Agreement.

1. The limits for the Workers' Compensation coverage shall be no less than the statutory limits required by the State of Illinois.

2. The limit for Employers' Liability shall be no less than \$500,000.
3. Consultant shall require full compliance with the Illinois Workers' Disability Compensation Act by any subcontractor and other entity employed by Consultant or with whom Consultant may make any subcontract for the performance of any services hereunder.
4. If Consultant is found liable for a negligent act or omission, then Consultant agrees to indemnify and hold harmless District from and against all loss, liability, costs, charges, claims, damages, expenses or liens which may arise as a consequence of or result from any failure by Consultant or any subcontractor or other entity employed by Consultant to comply fully with these provisions regarding workers' compensation and employer's liability or which may arise as a consequence of or in connection with any injury, illness or death of any employee of Consultant or any employee of subcontractor engaged or participating in the performance of services to be performed under this Agreement.

C. Commercial Comprehensive General Liability: Consultant and any subcontractor shall, at their own expense, obtain and maintain an occurrence form Commercial Comprehensive General Liability policy or policy for bodily injury to or death of one or more persons and for damage to tangible property, including loss of use thereof, plus appropriate endorsements to protect the District against claims, demands and lawsuits from employees of Consultant, for not less than \$3,000,000 combined single limit (or a lesser limit, so long as umbrella liability coverage is maintained so that total liability coverage is at least \$3,000,000), including the following exposures:

1. All premises and operations.
2. Consultant's protective coverage for independent contractors or subcontractors employed.
3. Broad form blanket contractual liability for the obligations assumed in the indemnification and hold harmless section of this Agreement.
4. The usual personal injury liability endorsement with no exclusions pertaining to employment.
5. The District shall be named as Additional Insured under appropriate endorsement.

D. Professional Liability or Errors and Omissions Insurance: Consultant shall obtain and maintain and shall require any subcontractors to obtain and maintain, at their own expense, insurance on a claims made basis for negligent acts, errors or omissions

committed by Consultant and/or any subcontractor, for not less than \$1,000,000 inclusive limits for each claim. In event of any claims, Consultant shall immediately submit a certified policy to District. Consultant agrees to maintain such coverage in effect for at least 3 years following final completion of the Work.

XII - TAXES

Federal Excise Tax does not apply to materials purchased by the District by virtue of Exemption Certificate No. A-320 893. Illinois Retailers' Occupation Tax, Illinois Use Tax, Illinois Service Occupation Tax and Municipal and/or District Sales Taxes do not apply to materials or services purchased by the District by virtue of statute. The District's State of Illinois Sales Tax Exemption Identification No. is E-9997-8636-01. The price or prices herein provided shall include any and all taxes which may apply or be assessed on this transaction, including use taxes. Consultant shall indemnify the District from and against any assessment of such taxes or penalties which may at any time be imposed upon the District resulting from the purchase of any materials or services made pursuant to this Agreement. The indemnity herein provided for shall not be limited to the term of this Agreement.

XIII - NONDISCRIMINATION AND AFFIRMATIVE ACTION

Consultant, in performing under this Agreement, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex, marital status, disability, national origin, or status of discharge from military, nor shall Consultant otherwise commit an unfair employment practice. Consultant further agrees that this paragraph will be incorporated in all contracts entered into with subcontractors or suppliers of material who may perform any such labor or services in connection with this Agreement.

The District has adopted goals which further the objective of encouraging the establishment of and contracting with minority and female owned businesses. The District seeks to achieve goals of not less than 25% Minority Business Enterprise participation and 5% Women Business participation in goods and services related to this Agreement. The Proposal for Services sets forth subcontractors to be participating in the Work, and indicates Minority Business Enterprises participation. Any change in subcontractors or participation levels must be approved in advance by the District, in its sole discretion.

XIV - PERSONNEL

The quality, experience and availability of personnel employed by Consultant are of the essence. In its Proposal Consultant has provided the District with a list of the titles of all key personnel to be used in connection with this Agreement. Consultant shall provide the District with the names of the individuals holding those positions before the effective date of this Agreement. Consultant represents that the key personnel identified shall be fully qualified to perform the tasks to be assigned. Consultant shall not make any change or reassignment of key personnel without prior notice to the District of such change or reassignment, specifying the credentials of each such change or replacement. The District may at any time and for any cause request that Consultant remove any of Consultant's assigned personnel from the project and Consultant shall immediately furnish to the District other acceptable personnel. Consultant shall be fully responsible for all work performed pursuant to this Agreement by Consultant's employees, subcontractors or others who may be retained by Consultant with the approval of the District.

XV - INDEPENDENT CONTRACTORS

District and Consultant shall each be deemed to be an independent contractor and shall not be considered or permitted to be an agent, servant, in a joint venture, or partner of the other party. Each agrees to take such steps as may be necessary to ensure that each of their subcontractors will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, in a joint venture or partner of the other party hereto. All persons furnished, used, retained or hired by or on behalf of each party hereto or any of their respective subcontractors shall be considered to be solely the employees or agents of the respective party or such subcontractor, and each party hereto shall be responsible for payment of any and all unemployment, social security, and other payroll taxes for such persons, including those as required by law.

XVI - ACCESS TO BOOKS AND RECORDS

The District and Consultant will permit any regulatory agency and its representatives authorized by the District to have access to all data and records relating to the nature and extent of cost of services provided under this Agreement until four (4) years after the furnishing of such services. Both parties will provide this access to books and records in accordance with the Social Security Act and regulations. If Consultant carries out the requirements of this Agreement through a subcontract with a value of Ten Thousand Dollars (\$10,000) or more, over a 12 month period, Consultant will include this right of access to books and records in each subcontract. This provision 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 and Section 952 of the

Omnibus Reconciliation Act of 1980 to this Agreement. If such provisions should be found to be inapplicable, then this clause shall be deemed to be inoperative and without force and effect.

XVII - COMPLIANCE WITH LAWS

In the performance of this Agreement Consultant shall observe and comply with the applicable laws, ordinances, regulations and codes of the Federal, State, County, District and other local government agencies, which may in any manner affect the design of this project and/or the performance of this Agreement. Assurance of compliance with this requirement by Consultant's employees, agents or subcontractors shall be the responsibility of Consultant. Consultant shall obtain any and all necessary permits, licenses and other authorizations necessary for its performance under this Agreement. In executing this Agreement, Consultant shall be required to execute the Certificate of Qualification attached hereto as Exhibit C and made a part hereof.

XVIII - PUBLIC WORKS / PREVAILING WAGES

When applicable and an agreement calls for the construction of "public works" within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Act"), the Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits in the county where the work is performed). For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. All contractors and subcontractors rendering services under this agreement must comply with all requirements of the Act, including but not limited to all wage, notice and record keeping duties. Any successful bidder awarded a public works contract or any subcontractor who provides services and labor with the District must provide certified payroll documentation with each payment request that it is in compliance with prevailing wage regulations.

In the event that unemployment in Illinois exceeds 5%, contractors or subcontractors on public works projects may be required to comply with the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq. under which they may be required to employ Illinois laborers in accordance with this Act. An "Illinois laborer" is defined as any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.

XIX - GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Venue shall be proper only in a court of competent jurisdiction located within the County of Cook, Illinois.

XX - ASSIGNMENT/BINDING EFFECT

No right or interest in this Agreement shall be assigned by Consultant to any third party, or any part of the Agreement subcontracted, (except as set forth in the Proposal) without the advance written consent of the District, which may be withheld in the District's sole discretion. District reserves the right to impose reasonable conditions precedent to giving any such consent, including but not limited to insurance and surety bond coverage. Notwithstanding District consent to assign or subcontract, Consultant shall not be relieved of its obligations under this Agreement. Consultant shall not transfer or assign any claim for funds due or to become due, without the advance written approval of the District, which approval shall not be unreasonably withheld.

XXI - OWNERSHIP OF DOCUMENTS

All originals, duplicates and negatives of all plans, drawings, reports, photographs, charts, programs, models, specimens, specifications, data bases and other documents or materials required to be furnished by the District or Consultant hereunder, including drafts and reproduction copies thereof, shall be and remain the exclusive property of District and District shall have the unlimited right to publish and use all or any part of the same without payment of any additional royalty, charge, or other compensation to Consultant. Upon the termination of this Agreement, or upon request of District, during any stage of the Work, Consultant shall promptly deliver all such materials to District. Consultant shall not publish, transfer, license or, except in connection with carrying out obligations under this Agreement, use or reuse all or any part of such reports and other documents, including working papers, without the prior written approval of District, provided, however, that Consultant may retain copies of the same for Consultant's own general reference.

XXII - WAIVER

The waiver by either party of the breach of any provision of this Agreement by the other party will not operate or be construed as a waiver of any subsequent breach by either party or prevent either party from enforcing any such provisions.

XXIII - ORDER OF PRECEDENCE

This Agreement shall be interpreted and construed based upon the following order of precedence of component parts. Such order of precedence shall control to resolve all cases of conflict, ambiguity or inconsistency. Nothing set forth in Consultant's incorporated documents shall be deemed or construed to supersede the terms set forth in Sections I-XXVI of this Agreement.

- A. Agreed contract modifications entered into after the date of execution of this Agreement, if any.
- B. Sections I-XXVI of this Agreement and all Exhibits attached hereto. To the extent of any conflict between Exhibit A and the remainder of this Agreement, the Agreement taken without Exhibit A shall govern.
- C. District Certifications.

XXIV - REPRESENTATIONS AND WARRANTIES

Consultant represents and warrants that: (1) Consultant possesses and will keep in force all required licenses to perform the Work, and (2) the employees of Consultant performing the Work are fully qualified, licensed as required, and skilled to perform the services.

XXV - CONFLICT OF INTEREST

No member of the governing body of the District and no other officer, employee or agent of the District who exercises any functions or responsibilities in connection with the award or carrying out of the project to which this Agreement pertains shall have any direct or indirect personal interest or derive any financial benefit from this Agreement.

XXVI - SEVERABILITY

The parties agree that, to the extent that a court of competent jurisdiction shall determine that any part or provisions of this Agreement or its incorporated documents are unenforceable as a matter of law, the portion deemed unenforceable shall be severable and the remainder of the Agreement shall survive and continue in full force and effect.

FOREST PRESERVE DISTRICT
OF COOK COUNTY

BY: Todd H. Stroger
TODD H. STROGER
Its President

ATTEST:

Mary R. Gardner
MARY R. GARDNER, Secretary

Recommended by:

Steven M. Bylina, Jr.
STEVEN M. BYLINA, JR.
General Superintendent

Approved as to form by:

Dennis A. White
DENNIS A. WHITE
Chief Attorney

NEXT DOOR MULTIMEDIA, LLC

BY: Yuan Dyer
Managing Partner

ATTEST:

Secretary

The parties agree that, to the extent that a court of competent jurisdiction shall determine that any part or provisions of this Agreement or its incorporated documents are unenforceable as a matter of law, the portion deemed unenforceable shall be severable and the remainder of the Agreement shall survive and continue in full force and effect.

FOREST PRESERVE DISTRICT
OF COOK COUNTY

BY: Todd H. Stroger

TODD H. STROGER
Its President

ATTEST:

Mary R. Gardner
MARY R. GARDNER, Secretary

Recommended by:

Steven M. Bylina, Jr.
STEVEN M. BYLINA, JR.
General Superintendent

Approved as to form by:

Dennis A. White
DENNIS A. WHITE
Chief Attorney

NEXT DOOR MULTIMEDIA, LLC

BY: _____
Managing Partner

ATTEST:

Secretary

EXHIBIT A

EXHIBIT A

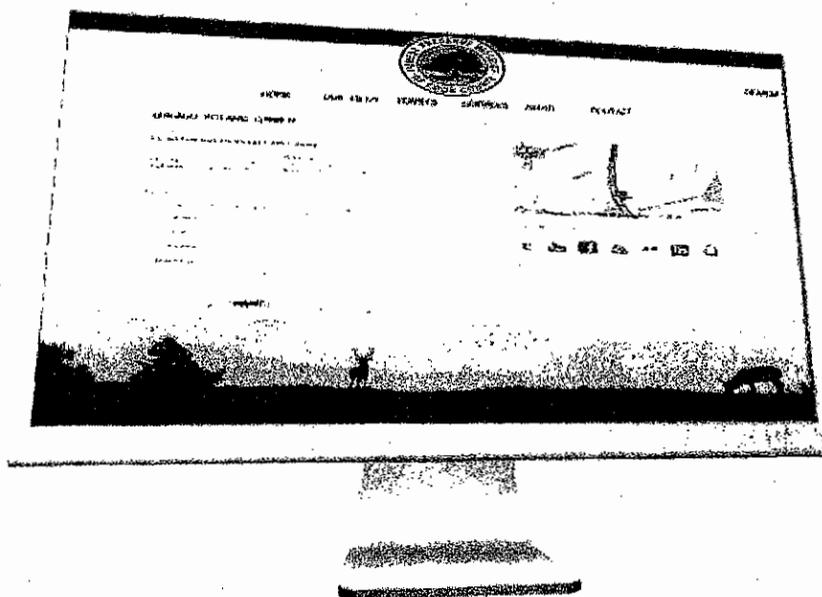


Next Door Multimedia

FPDCC.gov Website Re-design

Prepared for: Garret Wais, Department of Planning and Development, GIS
Prepared by: Yves Hughes, Jr. Managing Partner, Next Door Multimedia

October 1, 2010
RFP Number: 10-80-013



8	9	8	9
7	6	9	9
8	6	9	9
8	8	8	9
3	9	3	9
10	10	2	2
7.12	8.12	5.5	2.5

no mbe/wbe. Web
map example
doesn't work. Did
not include Project
Cost. Turned in Proj
Cost on Oct 14.

\$63,000.00 \$57,700.00 \$290,100.00 \$491,000.00

206 days 480 hrs 1540 hrs 18 weeks

41.2 weeks 60 192.5

12 weeks 38.5 weeks

Weight	7	9	9	7	9	9	6	7	9	6
0.09										
0.13										
0.13										
0.15										
0.25										
0.25										
1	5.87	5.98	7.2	5.8	8.12	5.8	8.12	5.8	8.12	8.12

are hosting the website themselves? Idev broadcast email and search query tool must be hosted by AE, does FTP or Doc
 A lot of assumptions are made about what FPD will deliver. Seems to be confusion on what FPD or Doc
 no schedule. Turned in schedule on Oct 14. No FTP or Doc sharing.
 does not address GIS maps, or volunteer reg.
 no mber/wbe, no mention of gis, beta site, transition, map creation/integration. Training is in Kansas.

\$160,000.00 \$347,595.00 180400 - software licensing not included \$225,000.00 \$70,000.00

20 weeks 16 weeks 3mo 23 days 5 months 22 weeks
 15 weeks 24 weeks

total timeline



Forest Preserve District of Cook County Website Redevelopment

Request for Proposal No. 10-80-013

Final Report

Evaluation Team: Garret Wais, GIS
 Mike Mango, IT

Proposers: AmericanEagle.com Inc.
 Blackwell Consulting Services Inc.
 Catalyst Consulting Group Inc.
 Caxy Inc.
 Icon Enterprises Inc. d/b/a CivicPlus
 Etchasoft Inc.
 Nextdoor Multimedia, LLC
 Sofbang, LLC
 Synchronous-Solutions Inc.

For the Cook County Board of Commissioners
Cook County, Illinois
November 2, 2010

Forest Preserve District of Cook County



Company (9 total)	Proposal Cost
AmericanEagle.com Inc.	\$160,000
Blackwell Consulting Services Inc.	\$347,595
Catalyst Consulting Group Inc.	\$180,400
Caxy Inc.	\$225,000
CivicPlus	\$70,000
Etchasoft Inc.	\$63,000
Nextdoor Multimedia, LLC	\$57,700
Sofbang, LLC	\$290,100
Synchronous Solutions Inc.	\$491,000

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SECTION 1: TRANSMITTAL LETTER

Transmittal Letter

Forest Preserve District of Cook County
Department of Planning & Development
536 N. Harlem Ave.
River Forest, Illinois 60305

Attn: Mr. Garret Wais
Email: Garret.Wais@cookcountyil.gov

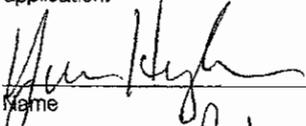
Subject: Transmittal letter for RFP 10-80-013

10/01/10

Dear Mr. Wais:

Next Door Multimedia, LLC hereby transmits to the Forest Preserve District of Cook County (FPDCC) a proposal in response to RFP# 10-80-013 issued by the FPDCC on September, 1 2010. This letter is Next Door Multimedia's formal offer to perform the project described in this proposal. Next Door Multimedia understands that this proposal may be reviewed, and possibly accepted, by the FPDCC and we are ready to deliver on all This proposal is valid up to and including November 1, 2010, and may be accepted by the FPDCC or by the other entities designated above at any time within that period.

The individual signing this letter is authorized to commit Next Door Multimedia, LLC to the project as described in the application.


Name
Managing Partner
Title
10/8/10
Date

SECTION 2: QUALIFICATION AND EXPERIENCE

ATTACHMENT A:

- A. Description of Company
- B. Organizational Chart
- C. General Information
- D. Financial Statement
- E. References

Description of Company

Next Door Multimedia is a Limited Liability Company in Oak Park, Illinois specializing in website hosting, design, and development for an array of industries including government agencies.

Yves Hughes Jr. founded Next Door Multimedia in 2001 to specialize in web design and development. Next Door Multimedia now serves over 200 area businesses and organizations by providing web design and development and hosting, print and graphic design, photography and video, marketing solutions, and information technology consulting.

The Next Door Multimedia team of industry experts are ready to help the Forest Preserve District of Cook County utilize leading search engine functionality, GIS mapping tools, and flexibility.

We are authorized to do business in Illinois, see our license attached at the end of this proposal.

Company Snapshot

Next Door Multimedia, LLC

803 N. Harlem Ave. Oak Park, IL 60302

Phone: 708.498.0555 / Fax: 877.237.1564

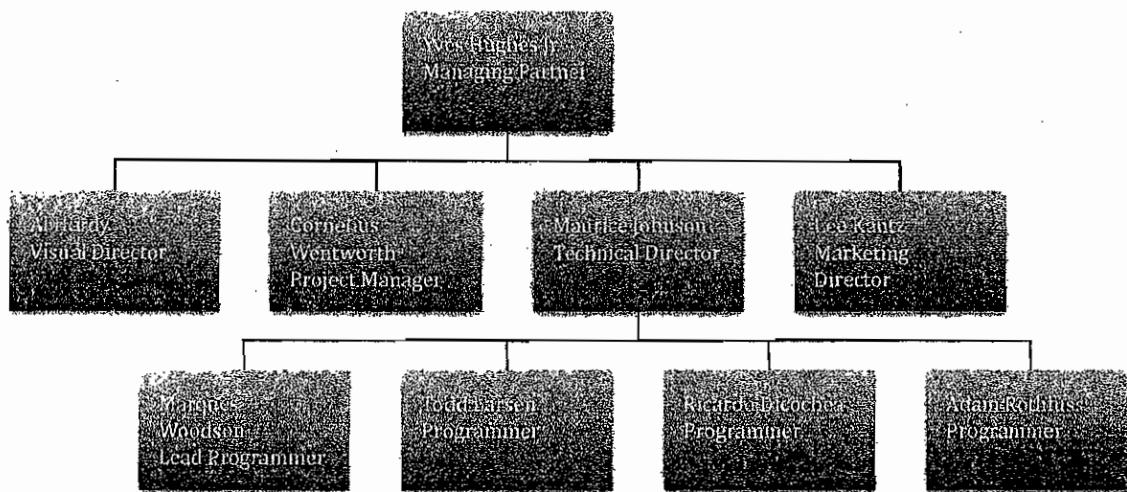
E-Mail: info@NextDoorMultimedia.com

Website: www.NextDoorMultimedia.com

Yves Hughes, Jr. MBA/TM, Managing Partner

FEIN: 26-3702652

Organizational Chart



Next Door Multimedia is the best-suited team for the website re-development and long-term strategic website performance. Each member plays a critical role.

- Founder and Managing Partner. Yves Hughes, Jr. brings over 10 years of design and development experience. He currently holds MBA in Technology Management in addition to a BFA in Multimedia and Web Design.
- Al Hardy, our Visual Director utilizes state of the art professional camera equipment for website photos and video. With the importance of Imagery throughout the website, Al's expertise will ensure a quality look.
- Cornelius Wentworth, a PMP certified project manager has extensive project management experience working with the City of Chicago, Cook County, and many Fortune 50 companies.
- Maurice Johnson has over 17 years of experience in the Information Technology sector. He specializes in providing cost-cutting technology solutions.
- Lee Kantz is our expert on online marketing and media. Lee has over 15 years of experience managing large eCampaigns such from Monster.com and UIC.
- Marques Woodson, Todd Larsen, Ricardo Dicochea, and Adam Rothfuss are all seasoned web developers that have been producing quality sites for Next Door Multimedia and our clients.

Why Choose Next Door Multimedia?

Experience and Qualification

Next Door Multimedia should be your first choice when considering a website overhaul. We have been developing websites and internet consulting since 2001. Founder Yves Hughes Jr., MBA/TM has managed large websites and project teams for ClearChannel Radio/Online and chemistri (part of Leo Burnett). As of 2010, Next Door Multimedia manages over 300 client accounts of all sizes.

In one particular example, we have worked with the Cook County Recorder of Deeds on an intranet document storage system. Our solution identified a website that could eventually save the department \$700,000 per year in technology costs.

The Project Team

Our team is a highly qualified group that will perfectly support the website re-design. The core team is composed of a PMP Certified Project Manager with over 20 years of experience, an award-winning visual director which will ensure the website is captivating and high quality. Our Technical Director (TD) has over 18 years of experience with systems integrations, GIS Mapping, and numerous web technologies. Our TD worked on the deployment of CTA bus tracker, IT consulting for Chicago City Colleges, and Metropolitan Water Reclamation District of Greater Chicago. Our developers have a cumulative experience of 30 years of website development. We currently program in the latest web standards such as HTML5, CSS3, JavaScript, JAVA, AJAX, PHPMySQL and manage multiple CMS clients like Wordpress, Joomla, and Drupal. Once the site is complete, our Marketing Director will consult in crafting a strategy to get the word out by utilizing social media, email marketing, and online and mobile advertising.

The Approach

After thoroughly reviewing the requirements of the RFP we believe we could create a successful product that will achieve all the goals described in the executive summary. Our methodology (our process) is built on these fundamental beliefs:

- The website should be easy to use.
- The website should work. Links, images, pages. Everything.
- The website should be portable for viewing on the iPhone, iPad, and similar devices
- The website should be easy to manage and update
- The website should be built on open standards so that it may adapt to new web services and trends

We Have A Plan

We strongly believe in completing projects thoroughly and on-time. Therefore, we have included a project plan. The specifics can be found in our project plan on page 34 of this RFP response. Tasks sequence and major milestones will be met by following the our plan and communicating weekly updates to the Forest Preserve District of Cook County.

Cost and Budget

Next Door Multimedia believes in meeting the needs of the community it serves. Especially in today's economic times, we have adjusted our pricing to ensure that organizations can continue to make the technology choices without sacrificing the desired outcome. We are proud to say that we have never developed a website that had exceeded budget and we will continue to ensure that our clients receive the most competitive pricing.

We're Forward Thinking

In addition to the traditional elements of the website re-design, we have included the following in our proposal:

- Revenue generation through website advertising
- Customized iPhone and mobile version of website (www.CookCountyCode.mobi)
- Disaster Recovery Backup
- Social Media Marketing
- Search Engine Optimization

Next Door Multimedia, LLC
Balance Sheet
8/31/10

Assets		
Current Assets:		
Cash		\$36,240
Accounts Receivable	\$22,800	
Less: Reserve for Bad Debts		22,800
Merchandise Inventory	—	0
Prepaid Expense		0
Notes Receivable		0
Total Current Assets		\$59,040
Fixed Assets:		
Vehicles	0	
Less: Accumulated Depreciation	—	0
Furniture and Fixtures	8,000	
Less: Accumulated Depreciation	200	7,800
Equipment	4,000	
Less: Accumulated Depreciation	100	3,900
Buildings	0	
Less: Accumulated Depreciation	—	0
Land		0
Total Fixed Assets		11,700
Other Assets:		
Goodwill		0
Total Other Assets		0
Total Assets		\$70,740
Liabilities and Capital		
Current Liabilities:		
Accounts Payable		\$7,174
Sales Taxes Payable		0
Payroll Taxes Payable		0
Accrued Wages Payable		0
Unearned Revenues		0
Short-Term Notes Payable		0
Short-Term Bank Loan Payable		0
Total Current Liabilities		\$7,174
Long-Term Liabilities:		
Long-Term Notes Payable		0
Mortgage Payable		0
Total Long-Term Liabilities		0
Total Liabilities		7,174
Capital:		
Owner's Equity		0
Net Profit	63,566	
Total Capital		63,566
Total Liabilities and Capital		\$70,740

References

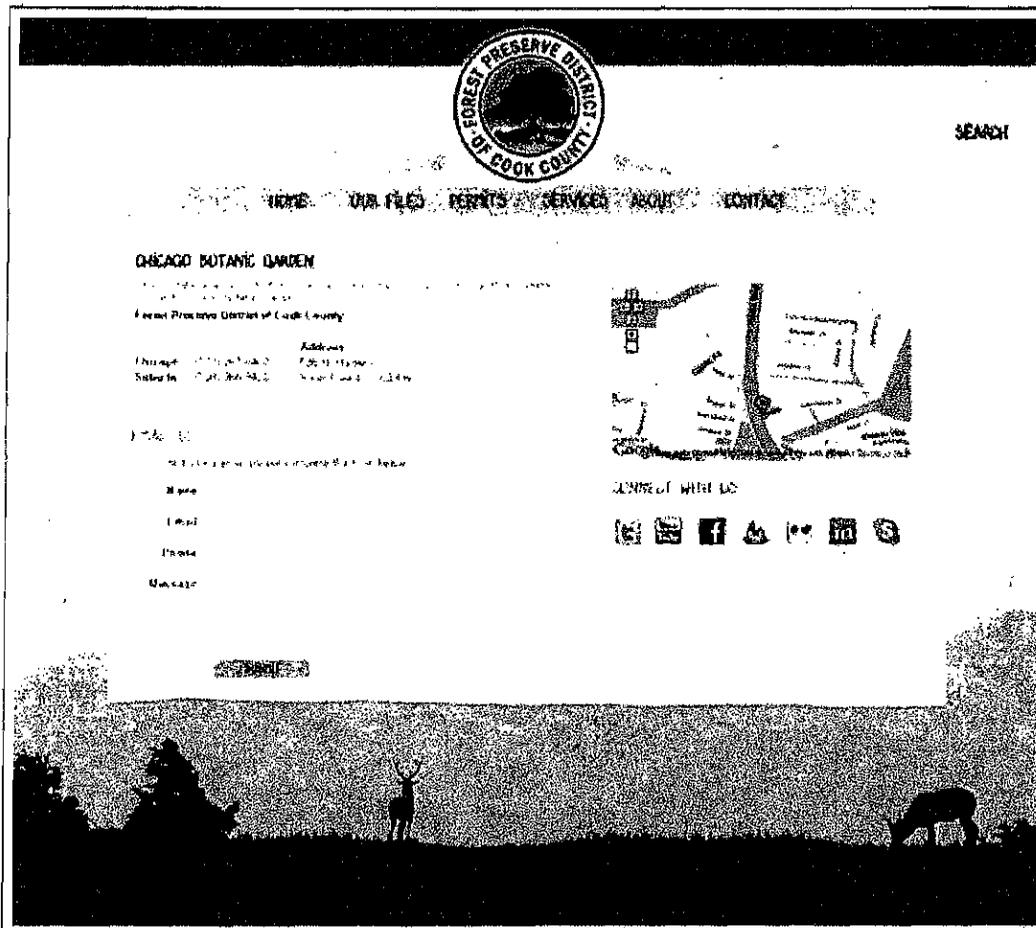
Name	Organization	Phone	Email
Weldon Allen	The Original 40 Club	(219) 218-8884	info@lordanddavid.net
Darlana Williams-Burnett	Chief Deputy, Cook County Recorder of Deeds	(312) 603-3981	dwburne@coocountygov.com
Emily Mackie	Inspired Interiors, Inc.	(773) 512-7575	emily@inspiredinterior.com
Dr. James Izzo	Dreamfunders, Inc.	(708) 983-3670	info@1800nicesmile.com
Matt Baron	Inside Edge Public Relations	(708) 860-1380	matt@insideedgepr.com
Alderman Walter Burnett	City of Chicago, 27th Ward	(312) 432-1995	wburnett@cityofchicago.org
Stan West	Soweto West Press	(708) 829-0067	stanwest1@msn.com
Dr. Elaine Moor	ACEPT/ Association of Chicagoland External Practicum Training	(708) 343-7500	emoore@macneal.com

Client List

ACEPT	Kelley Williams	Quincy Solano
Adam Rothfuss	Kevin Mitchem	Rachel Samuels
Al Robinson	Khalla Cole	Randy Caldwell
Albert Cunningham	Kim Conner	Reid Kevin
Alumni Association OPRF	Kristan Abrahams	RM Wireless Consulting INC
anthony clark	Lesley Martinez	Roland Schnauffer
Anton Lucas	Leticia Herrera	Rose Tejada-Navarre
Benzi Craig	Linda Brooks	Shayna Hospedales
Beverly Draus	Lori Guerrini	Shoe Police Inc
Bill Moor	Marian Houston	Sonia Garcia
Brandon Jones	Marie Vanderford	Stacey Draper
Brandon McCullah	Maritza Izquierdo	Stephen Santos
Brian Dolehide	Mark Donahue	Stephen Navarre
Bud Roth	Mary Ferguson	Sun Star Dental
C4 Chicago Inc	Matt Baron	Taryn Galbreath
Candace Kowal	MCX Webmaster	Terri Clark
Carl Norris	Mel Jackson	Theresa Charo
chantala kommanivanh	Michael Gaylor	Trent Bowman
Chef Joe's Cookies Inc.	Michael Heatwole	Tyrone Mason
Cindy Schilder	Michael Johnson	Urban Source LLC
constance evans	Mike Hogen	Vivian Colette
JJL Services	Monica Kaye Gamble	Alderman Walter Burnett Jr.
Joseph Tribuzio	Nancy Vanerka	William B. Sullivan ESQ
Juan Macias	Off the Alley Inc.	Xclusive Tires & Wheels
Justin Koehler		Yaneenat Putananon

SECTION 3: PROPOSED SOLUTION

Design Concept



The design concept for the new website will convey the personality of the FPDCC. This rough draft is an example of how nature, wildlife, and character will work together to create a clean user interface.

Fresh, new, design utilizing the current web trends that will be viewable on web browsers as well as mobile platforms, like the iPad and iPhone. The new site will incorporate social media and e-marketing that will increase participation in programs, increase communication with the public and volunteers.

The site will be easy to manage and update, each department can have login to manage their section of the site.

Scope

"Create an experience at FPDCC.gov that will connect with the community and encourage action"

The new FPDCC.gov Includes	
HTML5/PHP Development	Social Media Integration
E-Commerce/ Shopping Cart	Professional Photography/Video
Website CMS	Online Volunteer Registration
Website Flexibility	Web Analytics
Documentation	Marketing & Launch
Transition to FPDCC.gov	Calendar of Events
Revenue from Advertising	Job Board (Taleo)
Dynamic Maps (ArcGIS)	Online Registration with Form Submission
Fast, Universal Search	Newsletter / E-Mail Marketing
FTP Access	Internal Access Only Pages
GeoLocation	

Our Approach

Development

Our solution is to develop the site in HTML5 and PHP which are the worlds most open standards. This will ensure the site will run on the existing hosted account -shared Windows IIS front-end server environment or a LINUX environment. HTML5 is a standard for structuring and presenting content on the World Wide Web. The new standard incorporates features like video playback and drag-and-drop that have been previously dependent on third-party browser plug-ins such as Adobe Flash and Microsoft Silverlight. Developing in HTML5 will ensure the website will display properly in mobile browsers such as the iPad and any major browser on the Mac or PC.

E-Commerce

The site will be equipped to make e-commerce transactions for tangible and virtual goods. For example, Horse Licensing will be available for purchase where the end-user would receive an email notification with a printable license. Our solution would include the existing merchant account with Cybersource for major credit card validation. Included in our proposal, we will consult to ensure the FPDCC is receiving the best transaction rates. The payment gateway will not be specific to any particular hosting environment. This will ensure flexibility in the event the FPDCC makes technology changes. All order information will be stored within the FPDCC's local databases in addition to the merchant account's records. Funds will be deposited from all online purchases within three business days.

Website CMS

The website will be forward-thinking and cutting edge. The backend will utilize a well-documented, open-sourced, secure and trusted CMS, "WordPress". These U.S. Federal government agencies use WordPress for their public and private websites:

Air Force	Defense Intelligence Agency	Department of Treasury	National Geospatial Intelligence Agency
Army	Department of Energy	Drug Enforcement Agency (DEA)	National Reconnaissance Agency
Central Intelligence Agency (CIA)	Department of Homeland Security	Marine Corps	National Security Agency (NSA)
Coast Guard	Department of State	Federal Bureau of Investigation (FBI)	Navy

Website Flexibility

The site will be modular so it will have the capability to grow without the need of a major re-design or rebuild. The content will be fully editable and designed to change easily to a new design if needed.

Documentation

The development, maintenance, and how-to guide will be well documented for reference. In addition to documentation, two-year telephone, email, and in-person support is included in this proposal.

Transition to FPDCC.gov

As identified in our project plan, we will ensure that users visiting www.FPDCC.com will be automatically redirected to www.FPDCC.gov after a brief reminder for the user to update their bookmarks. All online marketing material and content will be rebranded with the new FPDCC.gov domain.

Meeting the Deadlines

Next Door Multimedia is confident that the scope of work will be completed in the proposed time frame of two months. Please see the project plan where we cover each milestone in detail.

Revenue

With over 50,000 monthly unique visitors and an expectation to double once the new site is launched, we believe the FPDCC has an opportunity to create a new revenue stream thru advertising. With approval, Next Door Multimedia will incorporate contextual advertising utilizing Google AdWords PPC and PPM. Our proposed weekly advertising management will ensure maximization of revenue opportunities. The advertising model we recommend is performance based. We will manage all aspects of the account for 30% of advertising revenue generated online.

Dynamic Maps (ArcGIS)

Maps will showcase Forest Preserve lands, features of a specific park or landmark. Identify facilities and amenities. Maps will be developed for the public information, a GIS section map – showing all available public data, toggle-able layers, directions. Other maps include a Police Map, Recreation Map, and Volunteer Event Map.

Social Media Integration

The FPDCC website will implement an integrated social media experience so visitors will connect and share information about available services, events, and partner organizations.

Professional Photography/Video

We believe one of the most critical success factors will be hi-quality imagery. Acknowledging that the FPDCC staff will contribute photos, we will also produce high-quality photos and video to be utilized throughout the website and initial marketing materials. Our aim is to add professional photos of each FPDCC land site.

Online Volunteer Registration

Online volunteer registration application Allows individuals to create an account, log on, and explore volunteer opportunities, by day or specific place. This incorporates the ArcGIS Server and a "volunteer opportunity" database.

Website Analytics

We will analyze and present monthly statics about the the performance of the website. It will help the FPDCC understand the impact and reach of the new site and help determine what forms of marketing are driving users.

Marketing & Launch

Our creative team will participate in marketing the new website and assist in the production marketing materials

Calendar of Events

The site will incorporate a calendar of events published by site administrators. Visitors to the site will be able to subscribe and get notifications of upcoming events.

Job Board (Taleo)

An integrated job board with current FPDCC openings. We will make it so that the look and feel of the website don't change and will operate within the site.

Online Registration with Form Submission

A quick, easy, and secure form for registrations, permits, and general submissions. This will allow the attachment of documents and pictures

Newsletter / E-Mail Marketing

Our solution incorporates an e-mail marketing system that will deliver subscribers the news and events. Subscriber signup is easy, and guarantees a safe and legal marketing.

Fast, Universal Search

Search the entire website as well as documents and forms and find exactly what you're looking for.

FTP Access

Users will be able to upload documents and files via a secure FTP connection

GeoLocation

Location-aware services will be incorporated throughout the site. Current information will be displayed based on ZIP (Weather, Time and Date)

Feedback Forms

As always, the community's feedback is important, a dedicated page will allow for feedback and suggestions. Information submitted will be cataloged and CC'd to the appropriate department.

More Website Features & Pages

<ul style="list-style-type: none">• Report a concern• Amber Alerts• General Publications• FAQ / Recreation Department FAQ• Social Networking• Subscribe to newsletter• Volunteer Registration	<ul style="list-style-type: none">• Rules and Regulations• Links to IL Fishing License• Purchase of Horse Licensing Online• Site Map/ Site Search• iPhone/Blackberry App download• Internal Employee Pages	<ul style="list-style-type: none">• Feedback / Website feedback• Vendor Registration• Job Board (Taleo)• Online Registration with Form Submission• Calendar of Events• Newsletter / E-mail Marketing• Quick Search
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Budget

The following is a breakdown of costs of services in the proposal. The rates indicated are bargained, group rates which may be different if purchased separately.

Description	Quantity	Unit Price	Cost
Advanced Website Development Hours	400	\$100.00	\$40,000.00
Staff Education & Training	26	\$100.00	\$2,600.00
Monthly Maintenance (24/7 help desk) 2 years	12	\$500.00	\$6,000.00
Professional Photography/ Video	1	\$3,000.00	\$3,000.00
Technology Costs (software licensing/ hardware)	1	\$2,100.00	\$2,100.00
Website Marketing & Consulting	40	\$100.00	\$4,000.00
		Subtotal	\$57,700.00
		Total	\$57,700.00

Implementation Plan (Schedule)

Phase 1: Project Initiation

Start Date: 11/8/10

Completion Date: 11/11/10

Key Personnel: Yves Hughes Jr., Maurice Johnson

Description:

Project initiation will begin after execution of the Contract by the Forest Preserve District of Cook County Board of Commissioners. Agreement on administrative and communication procedures would follow. It will be required that during this phase a requisite on-site meeting(s) will be convened between the Contractor and the District.

Critical Success Factors:

- Initial meeting at FPDCC's Headquarters
- Scheduling of next 3 months meetings
- Discuss similar websites, style, and composition to determine the look and feel of the website.
- Set expectations on regular communication regarding design of site
- Acquire ftp access, passwords, servers, documentation

Controls:

Quality control will consist of an on-time meeting, internet access, pre-populated forms with prepared suggestions

Yves Hughes will lead the meeting and be the owner of this project phase.

Phase 2: Design and Beta Production

Start Date: 11/8/10

Completion Date: 1/31/10

Key Personnel: Yves Hughes Jr., Maurice Johnson, Al Hardy, Lee Kantz

Description:

During this phase of development, we

Critical Success Factors:

Task	Owner(s)	Delivery by
Assessment of District needs, content, and functionality in a new website, beyond that which has been all ready established by preliminary evaluations conducted by the District. <ul style="list-style-type: none">Follow up discussions from previous meeting	Y. Hughes	11/11/10
Plan of transition from FPDCC.com to FPDCC.gov - (marketing/ branding)	L. Kantz	11/22
Development of website aesthetic. (Look and feel, navigation, photos, etc.) <ul style="list-style-type: none">Introduce composition, based on prior meetings and discussion	Y. Hughes	11/22/10
Development of website structure <ul style="list-style-type: none">Introduce composition, based on prior meetings and discussion	M. Johnson	11/29/10
Establish Beta Content and functionality with approval from the District. <ul style="list-style-type: none">Incorporation of content and photos from old site and provided documentation (professional, stock, and provided)	M. Johnson	12/6/10
Integrate current databases and/or functionality. <u>Purchasing website, Recreation Depts. online Picnic Permit system, Job Board</u>	M. Johnson	12/10/20
Release of Beta site by January 3, 2011.	Y. Hughes	1/3/11

Controls:

Quality control will be the virtual or in-person check in with our contact at the FPDCC

C. Wentworth will be the Project Manager of this phase, ensuring timely delivery of action items.

Phase 3: Quality Assurance and Testing

Start Date: Week 4: 1/3/11

Completion Date:

Key Personnel: Yves Hughes Jr., Maurice Johnson, Lee Kantz

Description:

During this phase of development, we ensure that the website is operational and consistent. We move the beta into completion and initiate timed service agreements.

Critical Success Factors:

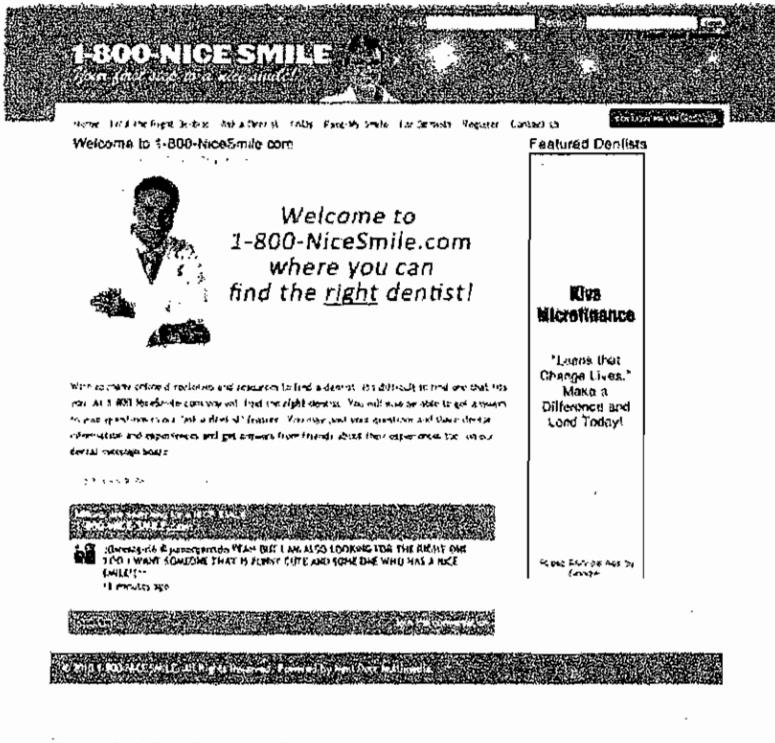
Task	Owner(s)	Delivery by
Finalized website aesthetic.	Y. Hughes	1/10/11
Finalized website content.	L. Kantz	1/10/11
Finalized ArcGIS Server connection/ Dynamic Maps	Y. Hughes	1/21/11
Release of completed website.	M. Johnson	2/12/11
Website Manual.	M. Johnson	3/1/10

Controls:

Quality control will be the virtual or in-person check in with our contact at the FPDCC

C. Wentworth will be the Project Manager of this phase, ensuring timely delivery of action items. Q & A testing

SECTION 4: PORTFOLIO EXAMPLES



1-800-NICE SMILE.com is a referral/reference tool custom built and managed with an administrator panel and capacity for millions of users. There are over 55,000 dentists registered. The site also incorporates social media throughout to connect with all audiences and grow traffic.

Specifications:

- CMS
- Admin
- Online payments
- Advertising
- Social media
- Databasing
- Geolocation/Maps

Next Door Multimedia has developed over 300

websites since 2001. Here is a snapshot to demonstrate creative conceptual design and integration of



OakParkVillageHall.com
Is an alternative website for
resources and information about the
Village of Oak Park.

Specifications:

- CMS
- Admin
- Online payments
- Advertising
- Social media
- Databasing
- Search
- Surveys
- E-Mail Marketing

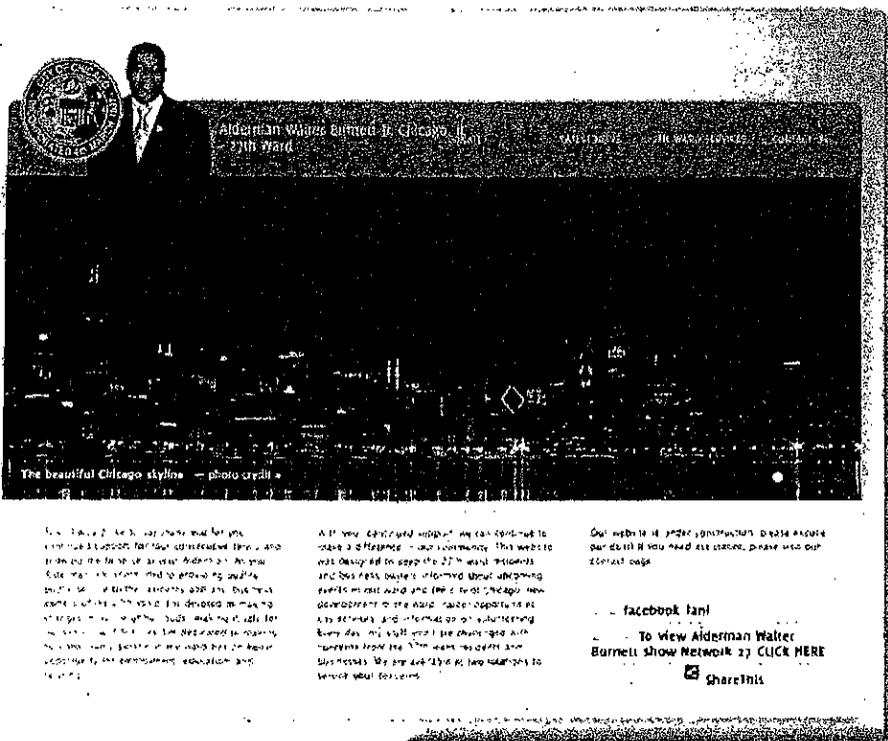
ACEPT.us

Is the official website for the
Association of Externship and
Practicum Training. Monthly
meetings are hosted by the
organization and having information
updated consistently.

Specifications:

- CMS
- Admin
- Social media
- Databasing
- Geolocation/Maps
- User groups





AldermanBurnett.com
 Is the official website for the Chicago
 27th Ward Alderman. His
 department posts content daily and
 has increased response time to ward
 services and requests.

- Specifications:
- CMS
 - Admin
 - Online payments
 - Social media
 - Databasing
 - Video Hosting
 - Search Engine Optimization

YouRefer.net
 is a referral/reference tool custom
 built and managed with an
 administrator panel and capacity for
 millions of users. This social network
 is geared toward helping business
 owners grow thru personal referrals.

- Specifications:
- CMS
 - Admin
 - Online payments
 - Advertising
 - Social media
 - Databasing
 - Geolocation/Maps

specific site requirements.

SECTION 5: KEY PERSONNEL

Yves Hughes Jr. MBA/TM

1117 Lathrop Ave. Forest Park, Illinois 60130 • 708.288.2416 • yves@nextdormultimedia.com

Profile

I am a creative thinker who translates ideas into successful products on the web. I believe in making things easier for the end-user and taking away the complexity in technology. I consider myself a special hybrid that loves internet/technology, creativity, and achieving goals. My project management skills have allowed me to develop and oversee projects, large and small. I am excited about bringing my skills and abilities to a dynamic organization.

Experience

Managing Partner, Next Door Multimedia 2001 - Present

- Develops and manages websites, small and large scale
- Works with client to develop content for sites and development of brand
- Create sales and business relationships through online inquiry follow up as well as cold calling
- Creates website analysis reports with Analytics and offer suggestions to accomplish objectives

Online Content Coordinator, ClearChannel 2008

- Created new content for Chicago's highly acclaimed radio station web sites (WNUA, WGCI, V103, WLIT, WGRB, and WKSC)
- Managed online contests from concept to launch (design, development, timing, selection of winners)
- Utilized proprietary CMS to deliver dynamic content and information modules
- Worked to develop a content update procedure that stakeholders can submit and finish projects on time

Marketing Associate, Leo Burnett (iLeo/chemistri) 2008

- Developed content for client websites (Kellogg's, Secret, US Army)
- Assisted with company branding during merger/transition

Education

Masters of Business Administration with a focus in Technology Management (MBA/TM) The University of Phoenix, Chicago, IL June 2008

Bachelor of Fine Arts, Majoring in Multimedia & Web Design The Illinois Institute of Art, Chicago, IL June 2002

Cornelius Wentworth
1115 Lathrop Ave.
Forest Park, IL 60130
Home Phone (708) 771-0097
Cell Phone (708) 655-0940
clwentworth@ameritech.net

OBJECTIVE

To obtain a position as a Infrastructure Project Manager for a multi-platform enterprises with opportunities to utilizing my technical and analytical skills willing to work hands-on

SUMMARY

Resourceful and dedicated IT Project Manager, with 12 years experience in IT Infrastructure Project management

Responsibilities include managing wide range of Information Technology Projects from one month to multi-year in length managing project communications, budgets from \$500,000 to multi-million dollars experience managing several small, medium and large projects simultaneously using PMO, PMP and ITIL Methodologies

- Project Initiation, Setting up Project Library, Recruiting Project Team, Setting Project Milestones, Scheduling weekly and daily meetings and Performing Initiation Phase Review reporting
- Project Planning, Performing Requirements Gathering, Updating Project Packages, Creating Technical Designs, and Project Financial budgets, Benefits Estimates and Planning Phase Review
- Project Execution and Controls, Creating Test Plans, Procuring Hardware, Software, Vendors, and Building Test Environments, Creating Implementation and Training plans, Building Production Environment, Creating Documentation for Deliverables and Performing Execution Phase Review Presenting Findings to Executives and senior management and Key Stakeholders
- Project Closure: Performing Project Closure, Lessons Learned, Updating Project Final reports and Documentation

EXPERIENCE

CIT, Corporation, Chicago, IL May 2008 – May 2010

Senior Project Manager Consultant

Technical Environment: ITIL, AD, Exchange 2003, Lotus Notes, VMWARE ESX 3.0, CISCO VOIP – Call Manager, CISCO Routers and Switches, SQL 2000, ONYX, SDLC, Cognos, eProject, SharePoint Team Services, Software Development Life Cycle, Citrix, Documents Management, Oracle, SQL Server, Data Warehouse

Project/Duties Completed:

- Responsibilities included managing all aspects of diverse; medium to moderately complex IT projects, including project planning, execution, timing, functionality, quality and cost. Utilized expertise and leadership skills to direct staff and to resolve issues to ensure project goals and requirements are met. Communicated with end-users and key stakeholders providing timely and accurate information and status updates.
- Managed and assigned project tasks to team members for Monitored, and updates for production and development servers with latest patches, firmware and critical updates
- Managed and assigned project tasks to team members for Administering and supporting Desktops, laptops, AD, Exchange and Blackberry Implementations migration rollout, Lotus Notes to Exchange Migration
- Managed and assisted SQL and WEB developers with system and software configurations for Verio WEB/FTP server, ONYX, Cognos, Scribe, Analysis Services, and other applications and departments
- Scoped hardware needs for new Exchange Clustered environment and design new Exchange cluster configuration
- Managed and assigned project tasks to team members for Monitor and supporting Cisco routers, switches, MS SharePoint 2007, process management and document management platform. Call manager (VOIP), soft phones, VPN, firewall and networking technologies at CIT

December 2005 - May 2008

Major milestones:

- Met project timeline expectation by completing the designs and implementation for a new Forest and Domain structure to support the company's global expansion
- Project completed successfully for implementation and execution of systems migration from old Forest to new Forest on time, and with then budget without any failures with 100% accountability
- Managed and coordinated the implementation for a Exchange 2003 two node cluster (Active\Passive) for 4300 users and to accommodate 10 years of future growth (company has doubled in size over the last 3 years)
- Managed the architect, Implementation and migration of a Blackberry server 40 to support over 1400 users worldwide on a Cingular network The server is architected with a remote SQL Database and can accommodate for future Blackberry server expansion
- Managed SharePoint Implementation Team Services for

Senior Project Manager

Project Scope analysis for Information Security, Operations, multi-platform enterprises Microsoft, UNIX, VMWare ESX, Citrix Presentation, Network and Data Center migrations for mergers and acquisitions utilizing industries best practices ITIL Information Technologies Infrastructure Library

Project/Duties Completed:

- Managed Active Directory upgrades and implementations and migrations
- Managed Active Directory, 2000, 2003 and DNS implementations and migrations health checks
- Managed Windows Server 2000 to 2003 implementations, transitions, and migrations
- Managed global application implementation for SDLC, IPLC, MS Office Suite
- Responsibilities include managing infrastructure Distributed systems components and architectures Cisco, Sun, Microsoft, Oracle VM 212, SQL Server 2005, Citrix Presentation, VMWare ESX, MPLS Multi-Protocol Label Switching VPN, EMC, and SAN implementations and migrations
- Managed application upgrade from Lotus Notes, Exchange 2000 Outlook to Domino 65. implementations, transitions, and migrations
- Managed Server upgrade, consolidation and integration implementation for VMWare ESX, Windows 2000, 2003, Active Directory GPO's
- Managed integration implementation Citrix Presentation, XenApp application delivery, Server and Desktop Virtualization VDI, NetScaler (Application Optimization, Application Delivery Networking, Load Balancing, Web Application Acceleration, and Application Firewall) implementation
- Project Managed Windows 2003 implementations and consolidations with Hyper-V Which also include Server Optimization, performance tuning and monitoring, SAN storage and daily backup's implementations (EMC, EVA, and MSA), Symantec transitions from SAV to SEP, SharePoint implementations and integrations with Exchange 2003 as Public Folder alternative

Solutions Made Simple Consulting, LLC, Forest Park, IL

September 2004 - December 2005

Senior System Engineer Consultant

Managed small to medium projects for small to midsize businesses using Microsoft Technologies industries best practices utilizing ITIL Information Technologies Infrastructure Library

Project/Duties Completed:

- Managed and coordinated successfully the Windows 2000 and 2003 server implementation and migration which also include Workstations, Desktop, Laptops migration Application upgrade migration for MS Office to MS Office 2000
- Managed Network Engineers and Network Architects implementation teams at all levels of n-tiered enterprise applications using Microsoft technologies Managing every phase of project life cycle from inception to Lessons Learned; including requirements gathering, project management, architecture and designs, development, testing, implementation, stabilization and performance tuning
- Managed and coordinated successfully Active Directory implementation, upgrades and applications migrations
- Managed and coordinated successfully System management tools and identity configuration management for Application Manager
- Managed and coordinated successfully the Exchange 2000 - 2003 health checks, implementation and migrations, MOM 2005 Implementation
- Managed and coordinated project team maintaining Microsoft CRM, SharePoint and Exchange NRC hosting environment

Chase Bank, Chicago, IL

September 1996 - December 2005

(Bank Officer) Senior Project Manager

Departments and venders' resources that were engaged and managed while employed at Chase Corporation: Network Operations, Network Engineering, Desktop and Server Support, LAN /WAN Administration, Information Security, Lotus Notes Administration, Midrange, AT&T, IBM Global

Project/Duties Completed:

- Wrote Technical procedures for Business Continuity Disaster Recovery plans, Managed, coordinated Network Designs, architects, Data restore and SAN backups for Windows 2000, 2003, and Domino 4, Exchange 2000 solution with High Availability and with failover for a Disaster Recovery site
- Project Manager for Lotus Notes to Domino 4 migration, and Remote/Web mail access using Citrix
- Project Manager for Novell to Windows 2000, platform, Active Directory implementation and migrations
- Project Manager for Single Sign On project for web base application manager, Remote Access (RSAM), Services Activation Meter, Desktop and hand held devices, Citrix XenApp web hosting frame setup for shared data drives and network application and printers
- Project Manager for Collocation site using IBM hardware blade system and HP SAN with Cisco Switches and F5 Big IP load balancers, Setting up Nodes File server cluster, Installing and configuring Windows 2003 on all server blades
- Managed and Coordinated project team members configuring servers, for multi domains forest, DNS, Front End Web, Media, and Content server and configuration back end SQL servers, SAN attached for the hosting environment Provisioned the SAN storage LUNS and Zoning for all the servers attached
- Managed and worked with IBM vendors to configure and document the environment setup
- Managed and coordinated configuration DFS root and virtual server's links to domains replication used for web farm Collected metrics from Citrix environment, analyzing results created from a baseline identifying places for environments improvements
- Document current environment, troubleshooting guide and made some recommendations to improve current server farm Created a small pilot for the newer version 4.5 of Citrix and made recommendations for upgrade path Used Scapa for stress test to pilot environment and to create a baseline and point out the limitations Managed and coordinated project team members for application Installs, Windows and Messaging environment for Multi-Domain Enterprise for over 45,000 users and more than 1200 servers)
- Managed and coordinated project Architect team for project WINTEL distributed computing infrastructure to support business unit's goals
- Managed and coordinated 1st, 2nd & 3rd level support for Exchange 2003, DNS, Active Directory, WINTEL server's migration Enterprise
- Managed and coordinated project team members for configuration, Hardware and Software updates for major production servers, including scheduling patches and vendor's updates Created and provide daily and weekly projects status to senior management
- Utilize resources within project budget constrains to achieve milestones
- Conducted training and knowledge sessions transfer among team members and key stakeholders
- Managed and coordinated project team members for migrations to centralized messaging and a multi-domain and forest Active Directory architecture for better administration

Major milestones:

- Project completion for server migration Design and implementation of MOM2005 (monitor and manage 1200 servers) Management packs deployed: Exchange 5.5 - 2000 and 2003, Active Directory, Windows OS NT4, 2000, 2003, DNS, WINS, SQL, IIS, Dell

- Collaboration for positive team building concepts
- Project completion for Network Designs and implementation Windows 2000 & Media Server with Quilogy for Enterprise wide (300 servers distributed load balance) Upgrade the Blackberry servers from 36 to 40 running on MSDE (more than 10000 users)
- On schedule Project completion for Network Designs and implementation for a more robust Blackberry server solution with a central Database and remote attachment service
- Drafted DR process for Exchange 55 and 2003 Performed many restores up to this date
- Completed Project migration of from Exchange 2000 to Domino (40000+ users)
- Completed project for newly built and configured DELL Poweredge servers in RAID 1 and 5 configurations Installed SQL, SharePoint, Domino, promote servers to DC/GC and other Windows technologies
- Completed Repairs and reconfigured to network Public Folder structure that supports all lines of business units

These are college level courses and transferable to other Universities They also helps prepare for exams 070-270 and 070-290 for the MCSE, CCNA

METHODOLOGIES & SKILLS

- PM & ITIL Information Technology Infrastructure Library, 2000 & 2003, Microsoft Windows Network and Operating System Essentials, Implementing Microsoft Windows Professional and Server, Implementing a Microsoft Windows Network Infrastructure, Implementing and Administering Microsoft Windows Directory Services, Designing a MS Windows Directory Services Infrastructure, Designing a Microsoft Windows Migration Strategy, Designing a Microsoft Windows Networking Services Infrastructure Oracle VM 212,
- Business Impact Analysis (BIA) for Disaster Recovery and Business Continuity Plan (BCP), Operation Research Center (ORC),
- ITIL, SMS, SCCM, CA-Unicenter, Tivoli Enterprise, STAT Guardian, LDAP, Unix/Linux systems, Citrix XenApp (Application Delivery - formerly Citrix Presentation Server), XenDesktop Desktop Virtualization, VDI, XenServer (Server Virtualization), NetScaler (Application Optimization, Application Delivery Networking, Load Balancing, Web Application Acceleration, Application Firewall) Workflow Studio (Orchestrates communications between products, IT process automation), Access Gateway Standard, Advanced, Enterprise Edition (Application Access Security, SSL VPN), Advanced Access Control (Either Stand Alone or built into Access Gateway Enterprise Edition with Smart Access Policies), Password Manager (Application Security, Single Sign-on), EdgeSight (Application Performance Monitoring), Application Firewall (Web Application Security, Web Application Firewall), WANScaler (Optimizes Application Traffic to Branch Office Users, WAN optimization), Provisioning Server (Delivers Application Workloads to Physical and Virtual Servers

EDUCATION

- | | |
|---|--------------|
| MONTEREY PENNINSULA COLLEGE, | Monterey, CA |
| • Major - Computer Science | 1983 |
| • Harold Washington College - Certified Technical Education Center:
IL 2000 Microsoft Windows 2000 Operating System Essentials | Chicago, |
| • Harold Washington College - Certified Technical Education Center
2003 Bank One Windows 2003 Operating System Essentials | Chicago, IL |

MAURICE JOHNSON

1346 S. WABASH ♦ CHICAGO, IL
 CELL: 773.680.8421
 MAURICEHJOHNSON@AOL.COM

INFORMATION TECHNOLOGY CONSULTANT	
<p>Over 15 years of experience in various computing environments, with significant expertise in LAN/WAN design, project management, North American and International network rollouts and support using FCAPS, ITIL and Six Sigma concepts and methodologies. Strengths include managing budgets in excess of \$10 million, long and short-range planning, vendor management, capacity planning, change management, business continuity planning, and enterprise network design.</p>	
LEADERSHIP QUALITIES	
<p>Resume demonstrates many business and leadership skills necessary to manage organizations through the challenges of improving operations in the midst of a rapidly changing and unpredictable work environment. The intangible leadership qualities possessed that are outlined below reveal the added value that this expertise brings to businesses striving to successfully achieve organization mission and goals.</p>	
<ul style="list-style-type: none"> ♦ Visionary – An “idea person” that challenges traditional ways of conducting business with a willingness to take on calculated risks. ♦ Communication – Develop distortion-free communication systems which allow a proactive stance on any internal or external strain which could impede organizational effectiveness. 	<ul style="list-style-type: none"> ♦ Strategic Thinking - Ability to think strategically, act tactically and have the strength of character to motivate others to support strategic change initiatives. ♦ Professional Integrity – Understand the value of honesty, accountability and trust in a business environment.
CORE COMPETENCIES	
<ul style="list-style-type: none"> ♦ Lead and managed international vendors ♦ Utilize excellent international project management skills ♦ Adopted a global mindset working with global partners ♦ Interface closely with international business units 	<ul style="list-style-type: none"> ♦ Define and manage international network upgrades ♦ Developed high performance international network support teams ♦ Recommended the selection of voice/data technologies such as switches, routers and carriers ♦ Performed customer liaison role for clients' telecommunications international services.

<p>PROFESSIONAL EXPERIENCE</p>	<p>GE, Chicago, IL TECHNOLOGY, MEDIA AND FINANCIAL SERVICES</p>
<p>SELECTED ACCOMPLISHMENTS</p>	<p>Sr. Professional, Chicago, IL (2008 to present)</p> <p>Responsible for planning and delivery platform for new technology initiatives on time and within budget to meet business requirements. Accountable for setting the strategy and direction for the business to drive continuous improvement of systems, products and processes. Manage transition and infrastructure projects from concept to successful implementation.</p> <ul style="list-style-type: none"> • Provide leadership in identifying business-building opportunities, defining requirements and managing IT solution development through implementation. • Take a leading role in the design, implementation and deployment of continually growing MPLS technology reduced cost by as much as 25%. • Responsible for the design of infrastructure services, technologies and capabilities to optimize their value to meet business objective. • Work with external vendors to ensure that quality deliverables are provided within allocated time and budget requirements. • Work closely with diverse business units to define, plan, develop, and deploy business technology to effectively support current business requirement and future growth. • Work with senior business leaders and key IT resources to Champion innovation in business operations, processes, resources,

Lee Kantz
lee@leekantz.com

www.leekantz.com •

1173 S. Cuyler Ave., Oak Park, IL 60304
(c)

708-763-0374 (h) • 312-505-5764

Career Highlights

- Founded a startup company focused on online marketing for education.
- Oversaw marketing for an online education initiative at the University of Illinois.
- Grew an educational marketing division of Monster from almost nothing to \$13M in two years.
- Managed a \$20M acquisition in the education marketing space.
- Crafted and managed annual marketing budgets up to \$5M.
- Oversaw marketing initiatives for online education and training for 10 years.
- Worked at the center of Encyclopædia Britannica's transition to electronic reference products.
- More than 22 years of professional experience.

Professional Experience

Edify Marketing - Oak Park, Illinois

2010-

- Launched an education marketing business focused on building advertorial portals aimed at demographic segments of the degree-seeker market, starting with midPointers.com for mid-career professionals.
- Obtained first- and second-page rankings for searches related to "mid career" and "career change" in just three months.
- Built strong SEO-driven sites on a low budget using open-source content management systems.
- Directly managed most site-building, all sales, and all paid search and email marketing campaigns.
- Oversaw social media and SEO link-building strategies through offshore outsourcing.

University of Illinois - Urbana, Illinois, and Chicago, Illinois 2007-2010

Chief Marketing Officer, University of Illinois Global Campus

- Managed a startup annual marketing budget of \$2M and a marketing team of 4 employees.
- Acquired more than 28,000 student inquiries and 750 students at or below target acquisition costs.
- Oversaw all advertising, organizational sales, market research, public relations, brand identity, and internal university communications.
- Served as a member of the Global Campus management team and reported to CEO.
- Worked with leadership of Global Campus and partnering academic units on tuition pricing, enrollment goals, and other activities pertaining to positioning programs in the online higher education market.
- Coordinated marketing activities with academic units and other distance learning initiatives across all three campuses of the University of Illinois.

**Monster - Chicago, Illinois
2005-2007**

Director of Learning Products

- Grew the company's educational directories business from almost nothing to \$13M in revenue (\$8M in profitability) in only two years.
- Managed an annual marketing budget of \$5M, with the majority spent on search marketing.
- Managed a team of 13 direct reports and worked with cross-functional teams around the company.
- Oversaw the \$20M acquisition of Education.org and its integration with MonsterLearning, which aimed to improve organic search strategy and expand our network of educational properties.
- Responsible for the full range of online traffic acquisition solutions, including organic and paid search, banner advertising, e-mail marketing, social networking, and strategic partnerships.
- Directed a redesign of MonsterLearning that led to a six-fold increase in Google traffic in the first month.
- Served as chief point of contact with Monster's home office and other divisions of the company on all issues pertaining to education marketing, including cross-company advertising and cross-linking to improve organic search, as well as research and strategy in the education marketing space.

**Thomson NETg - Naperville, Illinois
2004**

Product Marketing Manager

- Oversaw marketing strategy for the company's Strategic Services Group, an in-house consultancy focused on custom learning solutions, evaluation, learning analytics, and more.
- Directed marketing requirements for new IT and desktop courseware, with a primary focus on Microsoft e-learning solutions.
- Launched new partnerships to provide learning solutions in information technology, including online labs for certification training.
- Assisted Director of Product Marketing on new initiatives to increase profitability of the IT and desktop courseware product line.

**Internet Consultant - Chicago, Illinois
2002-2004**

- Young & Rubicam Chicago. Built e-mail marketing solutions for the company's Chief Marketing Officer.
- MyFootpath.com. Built online marketing programs targeted at college-bound high school students.
- Encyclopædia Britannica. Consulted on an electronic children's elementary encyclopedia.

**UNext (Cardean University) - Deerfield, Illinois
2002**

2000-

Director of Digital Communications

- Led Internet marketing and web site strategy for Cardean University, an early online university with an MBA program built in conjunction with the University of Chicago, Stanford University, Columbia University, and other top business schools.
- Served as Marketing department's chief point of contact with all areas of the company involved in web development and enhancement of the online university experience.
- Oversaw the creation of co-branded e-learning portals for dozens of corporate clients, including General Motors, Shell Oil, Daimler Chrysler, Time Warner, Hilton Hotels, and Barclays Capital.
- Part of joint sales and marketing team that closed a \$35M deal on training programs with General Motors.

**MyPoints.com - Schaumburg, Illinois
2000**

1999-

Senior Producer, Partnership Production Group

- Oversaw production of private-label and co-branded loyalty programs.
- Served in a leadership and advisory capacity over new producers on dozens of partnerships.
- Worked with company's Chief Technology Officer to define requirements for referral tracking systems.

**FreeZone.com/Curiocity - Chicago, Illinois
1999**

1998-

Director of Operations/Executive Producer

- Oversaw operations and managed a \$2.3M budget for the Curiocity and FreeZone.com brands.
- Led transition of web production operations from Seattle to Chicago.

**Encyclopædia Britannica, Inc. - Chicago, Illinois
1998**

1988-

Numerous Positions Held Over 9.5 Years

Director of Product Development (1995-1998)

- Served as liaison between the company's Advanced Technology Group and all marketing, editorial, and production work on Internet and CD-ROM reference products.
- Spearheaded partnership strategies and joint ventures in CD-ROM and Internet publishing.
- Created initial marketing plans for the *Britannica Internet Guide*, which evolved into *Britannica.com*.
- Managed all scheduling of Internet and CD-ROM projects.

Project Manager, Product Development (1993-1995)

- Directed much of the initial development of *Britannica Online*, including design, functionality, content preparation, quality assurance, and the writing of help and demos.

Associate Editor, *Compton's Multimedia Encyclopedia* (1990-1993)

- Directed the transition of all textual and graphical content from print to CD-ROM on the earliest electronic versions of *Compton's Encyclopedia*.
- Defined technical and staff requirements for a unified publishing system for simultaneous print and electronic editing. Later used in electronic versions of *Encyclopædia Britannica*, these methods saved the company more than \$1M over several years.
- Managed editorial and design work on all interactive features of CD-ROM encyclopedias.

Assistant Editor, *Great Books of the Western World* (1988-1990)

- Provided project management and editorial assistance to writer/philosopher Mortimer J. Adler on a revision of a multi-volume set of classic world literature, philosophy, and social science.

Education

- Master of Arts in English and American Literature, May
1988 University of Virginia, Charlottesville, Virginia.
- Bachelor of Arts in English and Essay Writing, June
1986 Northwestern University, Evanston, Illinois. Phi Beta Kappa, Dean's List.

Professional Associations

- Association for Multimedia Communications. Chicago-area network of internet and multimedia professionals. Member 1998-present. Board Member and Program Committee Co-Chairman, 1999-2000. Arranged the content and speakers for monthly meetings.

Publications

- "Signs of the Times: Advertising is taking (over) the bus." *Chicago Tribune Magazine*. February 15, 1998.

For More Information

- Please visit www.leekantz.com for samples of my work and more detailed background information.
- Please also visit www.edifymarketing.com and www.midpointers.com for my latest work.

[EXHIBIT B INTENTIONALLY OMITTED]

EXHIBIT C**CERTIFICATE OF QUALIFICATION**

In an ordinance approved by the Board of Commissioners of the Forest Preserve District of Cook County on June 2, 1980, it is recited that: 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 of nolo contendere or admission of guilt, if that person or business entity,

(a) has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that Officer's or employee's official capacity,

(b) has been convicted of an act committed, within the State of Illinois, of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. S1 et seq.,

(c) has been convicted of bid-rigging or attempting to rig bids under the laws of the State of Illinois,

(d) had been convicted of an act committed, within the State of Illinois, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. S1 et seq.,

(e) has been convicted of defrauding or attempting to fix prices under the laws of the State of Illinois,

(f) has been convicted of defrauding or attempting to defraud any unit of state or local government or school district with the State of Illinois,

(g) has made an admission of guilt of such conduct as set forth in subsections (a) through (f) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to,

(h) has entered a plea of nolo contendere to charges of bribery, price fixing, bid-rigging or fraud, set forth in sub-paragraphs (a) through (f) above.

I, Yves Hughes, the Pres., Sec., etc. of Consultant having been duly sworn to state the truth, do hereby swear the following to be true to the best of my knowledge:

- 1. Consultant HAS/HAS NOT been convicted, or entered a plea of nolo contendere, or made an admission of guilt to any act described in the identified Ordinance and other pertinent Resolutions of the Forest Preserve District of Cook County;
- 2. The owner, partner or shareholder who controls, directly or indirectly, Twenty Percent (20%) or more of the business or offices of the business entity HAS/HAS NOT been convicted or entered a plea of nolo contendere or made an admission of guilt any act described in the identified Ordinance.
- 3. Consultant DOES/DOES NOT employ as an officer, any individual who was an officer of another business entity at the time the latter business entity committed a disqualifying act described in the identified Ordinance.
- 4. Consultant DOES/DOES NOT have an owner who controls, directly or indirectly, Twenty Percent (20%) or more of the business who was an owner who, directly or indirectly, controlled Twenty Percent (20%) of another business entity at the time the latter committed a disqualifying act described in the identified Ordinance.

If any answer is in the affirmative, I swear to the best of my knowledge that on November 23, 2010 (DATE) the court entered judgment on the conviction of (OWNER/OFFICER) and/or the Next door multim (Business Entity) that employed Yves Hughes (Name of Officer/Owner) who is an (Officer/Owner) of the Consultant.

SUBSCRIBED AND SWORN to before me this 23 day of November, 2010

NOTARY PUBLIC

[Handwritten signature]
Cook
08/22/12



ATTACHMENT D: MBE/WBE UTILIZATION PLAN

MBE / WBE Utilization Plan

Be advised that it is the administrative goal of the Forest Preserve District of Cook County to achieve 25% Minority Business participation and 5% Women Business Participation in all contracts and purchases. This is an administrative goal, not a requirement.

Bidder/Proposer hereby states that all MBE/WBE firms included in this Proposal are certified MBEs/WBEs or have a complete application for MBE/WBE certification on file with the Cook County Office of Contract Compliance. In the event the MBE/WBE has an application for certification pending, the Bidder/Proposer MUST demonstrate to the District that the MBE/WBE has been properly certified upon request.

A. BIDDER'S/PROPOSER'S MBE/WBE STATUS:

(check the appropriate line)

- A. Bidder/Proposer is a Cook County certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification.) (skip sections II and III).
- B. Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are Cook County certified MBEs or WBEs. (If so, attach copies of Letters of Certification, a copy of Joint Venture Agreement clearly describing the role of MBE / WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit. (skip sections II and III).
- C. Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the work of the Contract. (If so, complete Sections II and III).
- D. None (skip sections II and III).

B. II. DIRECT PARTICIPATION OF MBE/WBE FIRMS

The Bidder/Proposer proposes that the following MBEs/WBEs shall act as subcontractors/suppliers/consultants:

Name: Next Door Multimedia, LLC

Address: 803 N. Harlem Ave. Oak Park, IL 60302

Contact Person: Yves Hughes Jr, Managing Partner
(NAME and TITLE)

Telephone Numbers: (708) 498-0555
()

Dollar Amount Participation: \$ 57,700

Percent Amount of Participation: 100%

Name: _____

Address: _____

Contact Person: _____
(NAME and TITLE)

Telephone Numbers: ()
()

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____

C. III. INDIRECT PARTICIPATION

The Bidder/Proposer proposes that the following MBEs/WBEs act as subcontractors/suppliers/consultants to perform work or supply goods or services where such performance does not directly relate to the Work of this Contract.

Name: _____

Address: _____

Contact Person: _____
(NAME and TITLE)

Telephone Numbers: (____) _____
(____) _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____

Name: _____

Address: _____

Contact Person: _____
(NAME and TITLE)

Telephone Numbers: (____) _____
(____) _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____

ATTACHMENT E

Affidavit of Child Support Obligations/COMPLETION OF THIS FORM IS REQUIRED

Effective September 5, 2007, every applicant for a Forest Preserve District of Cook County Privilege shall be in full compliance with any Child Support Order before such applicant is entitled to receive or renew a FPDCC Privilege. When Delinquent Child Support exists, the FPDCC shall not issue or renew any FPDCC Privilege, and may revoke any FPDCC Privilege.

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

"FPDCC Privilege" means any business license, including but not limited to liquor dealers' licenses, packaged goods licenses, tavern licenses, restaurant licenses, and gun licenses; real property licenses or lease; permit, including but not limited to building permits, zoning permits or approvals; environmental certificate; and contracts exceeding the value of \$25,000.

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

All Applicants/Substantial Owners are required to complete this affidavit and comply with the Child Support Enforcement Ordinance before any privilege is granted. Signature of this form constitutes a certification that the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

Privilege Information

FPDCC: _____ District's Department: _____

Applicant Information

Last Name: Hughes First Name: Yves MI: m
 SS# (last four digits): 5949 Date of Birth: 09/09/1981
 Street Address: 1117 Lathrop Ave.
 City: Forest Park State: IL Zip: 60130
 Home Phone #: 708 288 2416 Driver's License #: H220-9608-1257

Child Support Obligation Information

The undersigned applicant, being duly sworn on oath or affirmation hereby states that, to the best of my knowledge: (place an "X" next to "A", "B", "C", or "D")

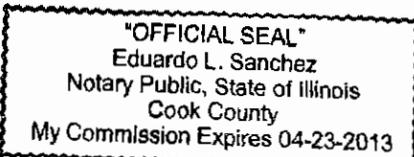
- A. The applicant has no judicially or administratively ordered child support obligations.
- B. The applicant has an outstanding judicially or administratively ordered obligation, but is paying in accordance with the terms of the order.
- C. The applicant is delinquent in paying judicially or administratively ordered child support obligations.
- D. The applicant is not a substantial owner as defined above.

The undersigned applicant understands that failure to disclose any judicially or administratively ordered child support debt owed will be grounds for revoking the privilege.

Signature: [Signature] Date: 10/8/10

Subscribed and sworn to before me this 8 day of October, 2010

Notary Public [Signature]



ATTACHMENT F:

CERTIFICATION REGARDING TAX DELINQUENCY

An Ordinance approved by the Board of Commissioners of the Forest Preserve District of Cook County on March 3, 1993, it is provided that:

1. **Disqualification for Tax and Fee Delinquency:** No person or business entity shall be awarded a contract or subcontract for goods or services with the District if such person or business entity is delinquent in the payment of any tax levied by or fee charged by the District. No person or business entity will be prohibited from entering into a contract or subcontract with the District pursuant to the foregoing sentence if such individual or entity is contesting, in accordance with the appropriate procedures, its liability for the tax or fee or the amount of the tax or fee, and if such person or business entity shows proof of the contest to the District.
2. **Statement Under Oath:** Before awarding a contract or subcontract for goods or services, the District shall obtain a statement under oath from the person or business entity that none of the taxes or fees contested, or other taxes or fees, are delinquent.
3. **False Statements:** The effect of any person or entity making a false statement under oath shall be to entitle the District to set off a portion of the contract sum equal to the amount of the tax or fee delinquency. In addition, a twenty-five percent penalty on the amount of the tax or fee delinquency shall be imposed. Making a false statement under oath regarding delinquency shall be a misdemeanor, punishable by a fine of \$100.00.
4. **Delinquency During Pendency of Contract:** If during the existence of any contract or subcontract for goods or services between the District and any person or business entity such person or business entity shall become delinquent for non-payment of taxes levied by or fees charged by the District, the District shall be entitled to set off a portion of the contract sum equal to the amount of the tax and fee delinquency, and impose a twenty-five percent penalty on the amount of the delinquent tax or fee.
5. **Applicability:** This Section 1-8-2.D. applies to all contracts and subcontracts for goods and services, including; personal services contracts; contracts which are awarded on the basis of a bidding process; contracts which are not awarded on the basis of a bidding process; contracts which originate under the authority of the Purchasing Agent of the District; and contracts which originate from any other office or department of the District. For purposes of this Section 1-8-2.D., "taxes levied and fees imposed" by the District shall mean any and all taxes or fees which are levied, imposed or collected by or on behalf of the District, its officials, or departments, including but not limited to taxes levied on real estate, and fees and charges imposed by ordinance or by law which are payable to the District, or an officer or department of the District, for any permit, license, service or any other purpose. Taxes and fees shall be construed to include any and all interest and penalties authorized or imposed by law or by ordinance for a late payment or non-payment of taxes or fees. Taxes or fees shall be considered delinquent if a claim, notice or demand for payment has been made for such taxes or fees by or on behalf of the District or the County of Cook, or any of their officers or agencies, boards, commissions, or departments without timely payment, except in those cases where authorized procedures for protesting or contesting such taxes or fees have been timely and properly initiated and where such protest or contest remains pending.

I, Yves Hughes, Jr, the Managing Partner
Consultant *Pres, Sec, Etc.*
Of Next Door Multimedia, LLC, having been duly sworn to state the *Consultant*
truth, do hereby swear the following to be true to the best of my knowledge:

I, Yves Hughes Jr *Consultant* is/are not an owner(s) of real property in Cook County, or a party responsible for the payment of any tax or fee owed to the Forest Preserve District of Cook County, for which such tax or fee is delinquent.

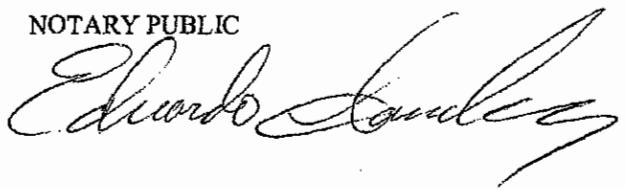
2. The following is a complete list of real estate owned by Next Door Multimedia, LLC *Consultant*
in Cook County: [List by Permanent Index Number]

NONE



Subscribed to before me this day of 8, October, 2010

NOTARY PUBLIC



"OFFICIAL SEAL"
Eduardo L. Sanchez
Notary Public, State of Illinois
Cook County
My Commission Expires 04-23-2013

**PURCHASING DEPARTMENT
FOREST PRESERVE DISTRICT OF COOK COUNTY**

Fax Cover Sheet

Date: October, 2010 **FAX NUMBER (312) -** 603-9863

To: Kathy Bergese **TOTAL PAGES:** 2

COMPANY: Child Support

From: Sherma

If you have any questions, please call (312)603- 8953

My fax number is (312) 603-9634

Comments: Please Review and Advise

Thank you -



LLC FILE DETAIL REPORT

Entity Name	NEXT DOOR MULTIMEDIA, LLC	File Number	03329518
Status	ACTIVE	On	09/23/2010
Entity Type	LLC	Type of LLC	Foreign
File Date	09/23/2010	Jurisdiction	NV
Agent Name	YVES HUGHES	Agent Change Date	09/23/2010
Agent Street Address	803 N HARLEM AVE	Principal Office	803 N HARLEM AVE OAK PARK, IL 60302
Agent City	OAK PARK	Management Type	MGR View
Agent Zip	60302	Duration	PERPETUAL
Annual Report Filing Date	00/00/0000	For Year	
Series Name	NOT AUTHORIZED TO ESTABLISH SERIES		

[Return to the Search Screen](#)

[Purchase Certificate of Good Standing](#)
(One Certificate per Transaction)

[BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE](http://www.ilsos.gov/corporatellc/CorporateLlcController)

EXHIBIT C**CERTIFICATE OF QUALIFICATION**

In an ordinance approved by the Board of Commissioners of the Forest Preserve District of Cook County on June 2, 1980, it is recited that: 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 of nolo contendere or admission of guilt, if that person or business entity,

(a) has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that Officer's or employee's official capacity,

(b) has been convicted of an act committed, within the State of Illinois, of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. S1 et seq.,

(c) has been convicted of bid-rigging or attempting to rig bids under the laws of the State of Illinois,

(d) had been convicted of an act committed, within the State of Illinois, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. S1 et seq.,

(e) has been convicted of defrauding or attempting to fix prices under the laws of the State of Illinois,

(f) has been convicted of defrauding or attempting to defraud any unit of state or local government or school district with the State of Illinois,

(g) has made an admission of guilt of such conduct as set forth in subsections (a) through (f) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to,

(h) has entered a plea of nolo contendere to charges of bribery, price fixing, bid-rigging or fraud, set forth in sub-paragraphs (a) through (f) above.

I, Yvonne [Signature], the Pres., Sec., etc. of Consultant having been duly sworn to state the truth, do hereby swear the following to be true to the best of my knowledge:

- 1. Consultant HAS/HAS NOT been convicted, or entered a plea of nolo contendere, or made an admission of guilt to any act described in the identified Ordinance and other pertinent Resolutions of the Forest Preserve District of Cook County;
- 2. The owner, partner or shareholder who controls, directly or indirectly, Twenty Percent (20%) or more of the business or offices of the business entity HAS/HAS NOT been convicted or entered a plea of nolo contendere or made an admission of guilt any act described in the identified Ordinance.
- 3. Consultant DOES/DOES NOT employ as an officer, any individual who was an officer of another business entity at the time the latter business entity committed a disqualifying act described in the identified Ordinance.
- 4. Consultant DOES/DOES NOT have an owner who controls, directly or indirectly, Twenty Percent (20%) or more of the business who was an owner who, directly or indirectly, controlled Twenty Percent (20%) of another business entity at the time the latter committed a disqualifying act described in the identified Ordinance.

If any answer is in the affirmative, I swear to the best of my knowledge that on Nov 23, 2010 (DATE) the court entered judgment on the conviction of (OWNER/OFFICER) and/or the Next Power Mgmt (Business Entity) that employed Yvonne [Signature] (Name of Officer/Owner) who is an Owner (Officer/Owner) of the Consultant.

SUBSCRIBED AND SWORN to before me this 11/23/10 day of November, 2010

NOTARY PUBLIC

[Handwritten Signature]

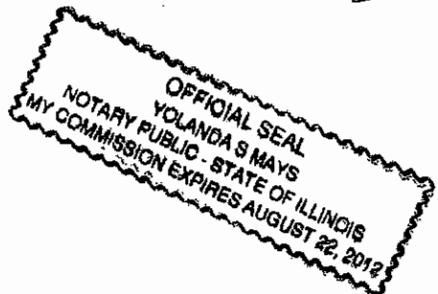


EXHIBIT F

CERTIFICATION REGARDING TAX DELINQUENCY

An Ordinance approved by the Board of Commissioners of the Forest Preserve District of Cook County on March 3, 1993, it is provided that:

1. "No person or business entity shall be awarded a contract or subcontract for goods or services with the District if such person or business entity is delinquent in the payment of any tax levied by or fee charged by the District. No person or business entity will be prohibited from entering into a contract or subcontract with the District pursuant to the foregoing sentence if such individual or entity is contesting, in accordance with the appropriate procedures, its liability for the tax or fee or the amount of the tax or fee, and if such person or business entity shows proof of the contest to the District.

2. **Statement Under Oath:** Before awarding a contract or subcontract for goods or services, the District shall obtain a statement under oath from the person or business entity that none of the taxes or fees contested, or other taxes or fees, are delinquent. The statement shall agree in substance with the following form:

Verification of Payment of Forest Preserve District
of Cook County Taxes and Fees

[Name of Person or Entity]

is/are not an owner(s) of real property in Cook County, or a party responsible for the payment of any tax or fee owned to the Forest Preserve District of Cook County, for which such tax or fee is delinquent.

[Name of Person or Entity]
represents that the following is a complete list of real estate owned by

[Name of Person or Entity]

in Cook County:

[List by Permanent Index Number]

3. False Statements: The effect of any person or entity making a false statement under oath shall be to entitle the District to set off a portion of the contract sum equal to the amount of the tax or fee delinquency. In addition, a twenty-five percent penalty on the amount of the tax or fee delinquency shall be imposed. Making a false statement under oath regarding delinquency shall be a misdemeanor, punishable by a fine of \$100.00.

4. Delinquency During Pendency of Contract: If during the existence of any contract or subcontract for goods or services between the District and any person or business entity such person or business entity shall become delinquent for non-payment of taxes levied by or fees charged by the District, the District shall be entitled to set off a portion of the contract sum equal to the amount of the tax and fee delinquency, and impose a twenty-five percent penalty on the amount of the delinquent tax or fee.

5. Applicability: This Section 2-8-2.D. applies to all contracts and subcontracts for goods and services, including; personal services contracts; contracts which are awarded on the basis of a bidding process; contracts which are not awarded on the basis of a bidding process; contracts which originate under authority of the Purchasing Agent of the District; and contracts which originate from any other office or department of the District. For purposes of this Section 1-8-2.D., "taxes levied and fees imposed" by the District shall mean any and all taxes or fees which are levied, imposed or collected by or on behalf of the District, its officials, or departments, including but not limited to taxes levied on real estate, and fees and charges imposed by ordinance or by law which are payable to the District, or an officer or department of the District, for any permit, license, service or any other purpose. Taxes and fees shall be construed to include any and all interest and penalties authorized or imposed by law or by ordinance for a late payment or non-payment of taxes or fees. Taxes or fees shall be considered delinquent if a claim, notice or demand for payment has been made for such taxes or fees by or on behalf of the District or the County of Cook, or any of their officers or agencies, boards, commissions, or departments without timely payment, except in those cases where authorized procedures for protesting or contesting such taxes or fees have been timely and properly initiated and where such protest or contest remains pending.

Subscribed and Sworn
to before me this
day of 11/23/10, 2010.

NOTARY PUBLIC

Yolanda S. Mays
Cook
08.22.12

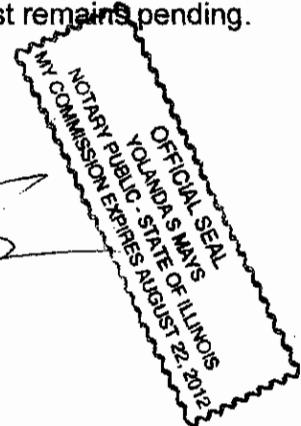


EXHIBIT C**CERTIFICATE OF QUALIFICATION**

In an ordinance approved by the Board of Commissioners of the Forest Preserve District of Cook County on June 2, 1980, it is recited that: 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 of nolo contendere or admission of guilt, if that person or business entity,

(a) has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that Officer's or employee's official capacity,

(b) has been convicted of an act committed, within the State of Illinois, of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. S1 et seq.,

(c) has been convicted of bid-rigging or attempting to rig bids under the laws of the State of Illinois,

(d) had been convicted of an act committed, within the State of Illinois, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. S1 et seq.,

(e) has been convicted of defrauding or attempting to fix prices under the laws of the State of Illinois,

(f) has been convicted of defrauding or attempting to defraud any unit of state or local government or school district with the State of Illinois,

(g) has made an admission of guilt of such conduct as set forth in subsections (a) through (f) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to,

(h) has entered a plea of nolo contendere to charges of bribery, price fixing, bid-rigging or fraud, set forth in sub-paragraphs (a) through (f) above.

I, Yves Hughes, the Pres., Sec., etc. of Consultant having been duly sworn to state the truth, do hereby swear the following to be true to the best of my knowledge:

1. Consultant HAS/HAS NOT been convicted, or entered a plea of nolo contendere, or made an admission of guilt to any act described in the identified Ordinance and other pertinent Resolutions of the Forest Preserve District of Cook County;

2. The owner, partner or shareholder who controls, directly or indirectly, Twenty Percent (20%) or more of the business or offices of the business entity HAS/HAS NOT been convicted or entered a plea of nolo contendere or made an admission of guilt any act described in the identified Ordinance.

3. Consultant DOES/DOES NOT employ as an officer, any individual who was an officer of another business entity at the time the latter business entity committed a disqualifying act described in the identified Ordinance.

4. Consultant DOES/DOES NOT have an owner who controls, directly or indirectly, Twenty Percent (20%) or more of the business who was an owner who, directly or indirectly, controlled Twenty Percent (20%) of another business entity at the time the latter committed a disqualifying act described in the identified Ordinance.

If any answer is in the affirmative, I swear to the best of my knowledge that on 11/23/10 (DATE) the court entered judgment on the conviction of OWNER/OFFICER and/or the NEXT DOOR BUILDERS (Business Entity) that employed Yves Hughes (Name of Officer/Owner) who is an OWNER/OFFICER (Officer/Owner) of the Consultant.

SUBSCRIBED AND SWORN to before me this 23 day of November, 2010

NOTARY PUBLIC

[Signature]
C.B.A.
DP 12/12

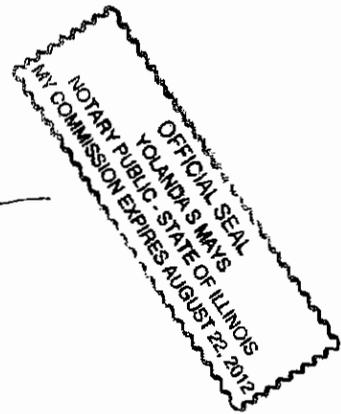


EXHIBIT F

CERTIFICATION REGARDING TAX DELINQUENCY

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1. "No person or business entity shall be awarded a contract or subcontract for goods or services with the District if such person or business entity is delinquent in the payment of any tax levied by or fee charged by the District. No person or business entity will be prohibited from entering into a contract or subcontract with the District pursuant to the foregoing sentence if such individual or entity is contesting, in accordance with the appropriate procedures, its liability for the tax or fee or the amount of the tax or fee, and if such person or business entity shows proof of the contest to the District.

2. Statement Under Oath: Before awarding a contract or subcontract for goods or services, the District shall obtain a statement under oath from the person or business entity that none of the taxes or fees contested, or other taxes or fees, are delinquent. The statement shall agree in substance with the following form:

Verification of Payment of Forest Preserve District
of Cook County Taxes and Fees

[Name of Person or Entity]

is/are not an owner(s) of real property in Cook County, or a party responsible for the payment of any tax or fee owned to the Forest Preserve District of Cook County, for which such tax or fee is delinquent.

[Name of Person or Entity]
represents that the following is a complete list of real estate owned by

[Name of Person or Entity]

in Cook County:

[List by Permanent Index Number]

3. False Statements: The effect of any person or entity making a false statement under oath shall be to entitle the District to set off a portion of the contract sum equal to the amount of the tax or fee delinquency. In addition, a twenty-five percent penalty on the amount of the tax or fee delinquency shall be imposed. Making a false statement under oath regarding delinquency shall be a misdemeanor, punishable by a fine of \$100.00.

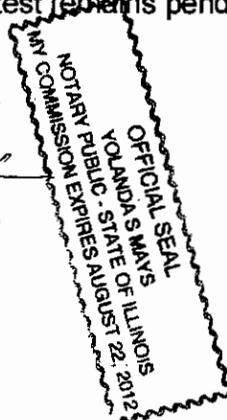
4. Delinquency During Pendency of Contract: If during the existence of any contract or subcontract for goods or services between the District and any person or business entity such person or business entity shall become delinquent for non-payment of taxes levied by or fees charged by the District, the District shall be entitled to set off a portion of the contract sum equal to the amount of the tax and fee delinquency, and impose a twenty-five percent penalty on the amount of the delinquent tax or fee.

5. Applicability: This Section 2-8-2.D. applies to all contracts and subcontracts for goods and services, including; personal services contracts; contracts which are awarded on the basis of a bidding process; contracts which are not awarded on the basis of a bidding process; contracts which originate under authority of the Purchasing Agent of the District; and contracts which originate from any other office or department of the District. For purposes of this Section 1-8-2.D., "taxes levied and fees imposed" by the District shall mean any and all taxes or fees which are levied, imposed or collected by or on behalf of the District, its officials, or departments, including but not limited to taxes levied on real estate, and fees and charges imposed by ordinance or by law which are payable to the District, or an officer or department of the District, for any permit, license, service or any other purpose. Taxes and fees shall be construed to include any and all interest and penalties authorized or imposed by law or by ordinance for a late payment or non-payment of taxes or fees. Taxes or fees shall be considered delinquent if a claim, notice or demand for payment has been made for such taxes or fees by or on behalf of the District or the County of Cook, or any of their officers or agencies, boards, commissions, or departments without timely payment, except in those cases where authorized procedures for protesting or contesting such taxes or fees have been timely and properly initiated and where such protest or contest remains pending.

Subscribed and Sworn
to before me this 23
day of November, 2010.

NOTARY PUBLIC

[Handwritten signature]
[Handwritten name]
[Handwritten initials]



The Board of Commissioners

WILLIAM BEAVERS	JOSEPH MARIO MORENO
JERRY BUTLER	JOAN P. MURPHY
FORREST CLAYPOOL	ANTHONY J. PERAIC*
EARLEAN COLLINS	EDWIN REYES
JOHN P. DALEY	TIMOTHY O. SCHNEIDER
BRIDGET GAINER	PETER N. SILVESTRI
ELIZABETH ANN DOODY GORMAN	DEBORAH SIMS
GREGG GOSLIN	ROBERT STEELE
	LARRY SUFFREDIN



FOREST PRESERVE DISTRICT of Cook County, Illinois

FINANCE & ADMINISTRATION

TODD H. STROGER, PRESIDENT

69 WEST WASHINGTON STREET, SUITE 2060, CHICAGO, ILLINOIS 60602
312-603-8988

Thomas J. Conlon, PURCHASING AGENT

Date: October 19, 2010

To: Fee/Taxing Collecting Elected Officials and Bureau Chiefs

From: Thomas J. Conlon
Purchasing Agent

Re: Tax & Fee Delinquency

Chapter 8, Section 1-8-2 Contracts and Purchases Ordinance of The Forest Preserve District Code, “. . . no person or Business entity shall be awarded a contract or sub contract for goods or services with the District if such person or business entity is delinquent in payment of any tax levied by or fee charged by the District.”

For the purpose of Section 1-8-2D, :Taxes levied and fees imposed” ., by the District shall mean any and all taxes or fees which are levied, imposed or collected by or on behalf of the District, it's officials, or departments including but not limited to taxes levied on real estate, and fees and charges imposed by ordinance or by law which are payable to the District, or an office or department of the District, for any permit, license, service or any other purpose.

Please review and advise within five (5) days if any person or business entity on the attached list appears to have failed to pay taxes or fees for which your agency is responsible for collection. Your assistance in this matter is greatly appreciated.



ATTACHMENT C: CERTIFICATE OF QUALIFICATION

CERTIFICATE OF QUALIFICATION

In an ordinance approved by the Board of Commissioners of the Forest Preserve District of Cook County on June 2, 1980, it is recited that: 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 of nolo contendere or admission of guilt, if that person or business entity:

- (a) has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- (b) has been convicted of an act committed, within the State of Illinois, of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. S1 et seq.;
- (c) has been convicted of bid-rigging or attempting to rig bids under the laws of the State of Illinois;
- (d) had been convicted of an act committed, within the State of Illinois, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. S1 et seq.;
- (e) has been convicted of defrauding or attempting to fix prices under the laws of the State of Illinois;
- (f) has been convicted of defrauding or attempting to defraud any unit of state or local government or school district with the State of Illinois;
- (g) has made an admission of guilt of such conduct as set forth in subsections (a) through (f) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- (h) has entered a plea of nolo contendere to charges of bribery, price fixing, bid-rigging or fraud, set forth in sub-paragraphs (a) through (f) above.

I, Yves Hughes, Jr, the Managing Partner
Pres, Sec, Etc
of Next Door Multimedia, LLC having been duly sworn to state the truth, do
Consultant
hereby swear the following to be true to the best of my knowledge:

1. Next Door Multimedia, LLC Has Not
Consultant *Has/Has Not*

been convicted, or entered a plea of nolo contendere, or made an admission of guilt to any act described in the identified Ordinance and other pertinent Resolutions of the Forest Preserve District of Cook County.

2. The owner, partner or shareholder who controls, directly or indirectly, Twenty Percent (20%) or more of the business or offices of the business entity has not
has/Has Not

been convicted or entered a plea of nolo contendere or made an admission of guilt any act described in the identified Ordinance.

3. Next Door Multimedia, LLC Does not
Consultant *Does/Does Not*

employ as an officer, any individual who was an officer of another business entity at the time the latter business entity committed a disqualifying act described in the identified Ordinance.

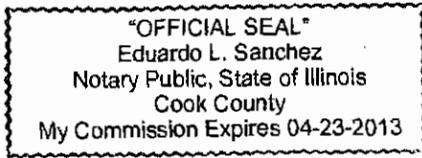
4. Next Door Multimedia, LLC Does not
Consultant *Does/Does Not*

have an owner who controls, directly or indirectly Twenty Percent (20%) or more of the business who was an owner who, directly or indirectly, controlled Twenty Percent (20%) of another business entity at the time the latter committed a disqualifying act described in the identified Ordinance.

If any answer is in the affirmative, I swear to the best of my knowledge that on _____
the court entered judgment on the conviction of _____
and /or the _____ that employed _____
who is an _____ of the Consultant.
Previous Business entity *Consultant Owner/Officer* *Name of Officer/Owner*
Officer/Owner

Date

SUBSCRIBED AND SWORN to before me
this 8 day of October, 2010
Eduardo Sanchez
NOTARY PUBLIC





To all to whom these Presents Shall Come, Greeting:

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

NEXT DOOR MULTIMEDIA, LLC, A NEVADA LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON SEPTEMBER 23, 2010, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A FOREIGN LIMITED LIABILITY COMPANY ADMITTED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 27TH day of SEPTEMBER A.D. 2010*

Jesse White

Authentication #: 1027001620

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

SECRETARY OF STATE

Page 1

Next Door Multimedia, LLC

Please review and approve, and fax documents to (312)603-9634

Thank You.

Signature:

Phyllis L. White

Date:

10/19/10

This company noted above
does not owe on permit
any Home Rule Tax.

BUREAU OF ADMINISTRATION CHILD SUPPORT ENFORCEMENT



COOK COUNTY, ILLINOIS

www.cookcountygov.com

Fax: (312) 603-9863

FAX TRANSMISSION

TODAY'S DATE: 10/25/10

FROM: Kathleen Burgess
(312) 603-1167

TO: SHERMA

Organization: CC-FP

Fax Number: 9634 Phone Number: _____

Number of Pages (including cover sheet): 2

Note: _____

_____ *ck*

SECTION 6: MBE/WBE UTILIZATION PLAN

Next Door Multimedia is a Cook County Certified Minority Business Enterprise (MBE)

Please see appropriate attachments

RFP# 10-00-013

27

ATTACHMENT E

Affidavit of Child Support Obligations/COMPLETION OF THIS FORM IS REQUIRED

Effective September 5, 2007, every applicant for a Forest Preserve District of Cook County Privilege shall be in full compliance with any Child Support Order before such applicant is entitled to receive or renew a FPDCC Privilege. When Delinquent Child Support exists, the FPDCC shall not issue or renew any FPDCC Privilege, and may revoke any FPDCC Privilege.

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

"FPDCC Privilege" means any business license, including but not limited to liquor dealers' licenses, packaged goods licenses, tavern licenses, restaurant licenses, and gun licenses; real property licenses or lease permit, including but not limited to building permits, zoning permits or approvals; environmental certificate; and contracts exceeding the value of \$25,000.

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

All Applicants/Substantial Owners are required to complete this affidavit and comply with the Child Support Enforcement Ordinance before any privilege is granted. Signature of this form constitutes a certification that the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

Privilege Information

FPDCC: _____ District's Department: _____

Applicant Information

Last Name: Hughes First Name: Yves Mr. Ms.

SSN (last four digits): 5949 Date of Birth: 09/09/1981

Street Address: 117 Lathrop Ave.

City: Forest Park State: IL Zip: 60130

Home Phone #: 708 288 2416 Driver's License #: H220-9608-1257

Child Support Obligation Information

The undersigned applicant, being duly sworn on oath or affirmation hereby states that, to the best of my knowledge (place an "X" next to "A", "B", "C", or "D")

*OK
10/25/10*

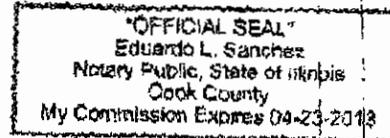
- A. The applicant has no judicially or administratively ordered child support obligations.
- B. The applicant has an outstanding judicially or administratively ordered obligation, but is paying in accordance with the terms of the order.
- C. The applicant is delinquent in paying judicially or administratively ordered child support obligations.
- D. The applicant is not a substantial owner as defined above.

The undersigned applicant understands that failure to disclose any judicially or administratively ordered child support debt owed will be grounds for revoking the privilege.

Signature: [Signature] Date: 10/8/10

Subscribed and sworn to before me this _____ day of _____, 20____

Notary Public: [Signature]



27

EXHIBIT F

CERTIFICATION REGARDING TAX DELINQUENCY

An Ordinance approved by the Board of Commissioners of the Forest Preserve District of Cook County on March 3, 1993, it is provided that:

1. "No person or business entity shall be awarded a contract or subcontract for goods or services with the District if such person or business entity is delinquent in the payment of any tax levied by or fee charged by the District. No person or business entity will be prohibited from entering into a contract or subcontract with the District pursuant to the foregoing sentence if such individual or entity is contesting, in accordance with the appropriate procedures, its liability for the tax or fee or the amount of the tax or fee, and if such person or business entity shows proof of the contest to the District.

2. **Statement Under Oath:** Before awarding a contract or subcontract for goods or services, the District shall obtain a statement under oath from the person or business entity that none of the taxes or fees contested, or other taxes or fees, are delinquent. The statement shall agree in substance with the following form:

Verification of Payment of Forest Preserve District
of Cook County Taxes and Fees

[Name of Person or Entity]

is/are not an owner(s) of real property in Cook County, or a party responsible for the payment of any tax or fee owned to the Forest Preserve District of Cook County, for which such tax or fee is delinquent.

[Name of Person or Entity]
represents that the following is a complete list of real estate owned by

[Name of Person or Entity]

in Cook County:

[List by Permanent Index Number]

3. False Statements: The effect of any person or entity making a false statement under oath shall be to entitle the District to set off a portion of the contract sum equal to the amount of the tax or fee delinquency. In addition, a twenty-five percent penalty on the amount of the tax or fee delinquency shall be imposed. Making a false statement under oath regarding delinquency shall be a misdemeanor, punishable by a fine of \$100.00.

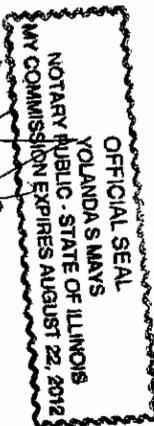
4. Delinquency During Pendency of Contract: If during the existence of any contract or subcontract for goods or services between the District and any person or business entity such person or business entity shall become delinquent for non-payment of taxes levied by or fees charged by the District, the District shall be entitled to set off a portion of the contract sum equal to the amount of the tax and fee delinquency, and impose a twenty-five percent penalty on the amount of the delinquent tax or fee.

5. Applicability: This Section 2-8-2.D. applies to all contracts and subcontracts for goods and services, including; personal services contracts; contracts which are awarded on the basis of a bidding process; contracts which are not awarded on the basis of a bidding process; contracts which originate under authority of the Purchasing Agent of the District; and contracts which originate from any other office or department of the District. For purposes of this Section 1-8-2.D., "taxes levied and fees imposed" by the District shall mean any and all taxes or fees which are levied, imposed or collected by or on behalf of the District, its officials, or departments, including but not limited to taxes levied on real estate, and fees and charges imposed by ordinance or by law which are payable to the District, or an officer or department of the District, for any permit, license, service or any other purpose. Taxes and fees shall be construed to include any and all interest and penalties authorized or imposed by law or by ordinance for a late payment or non-payment of taxes or fees. Taxes or fees shall be considered delinquent if a claim, notice or demand for payment has been made for such taxes or fees by or on behalf of the District or the County of Cook, or any of their officers or agencies, boards, commissions, or departments without timely payment, except in those cases where authorized procedures for protesting or contesting such taxes or fees have been timely and properly initiated and where such protest or contest remains pending.

Subscribed and Sworn
to before me this 23
day of November, 2010.

NOTARY PUBLIC

Yolanda S. Mays
Cook
D.P. 2010





LETTER OF AGREEMENT

Next Door Multimedia, LCC ("Nextdoor") agrees to provide the following professional services to the Forest Preserve District of Cook County ("the District"), as outlined in the Summary of Services submitted to the District by Nextdoor, beginning September 1, 2011 and concluding June 30, 2012:

Scope of Services:

1. Nextdoor will reserve 70 hours of time to manage content on the District's website. Content management services will include:
 - Posting/editing content
 - Graphic design, image manipulation and page layout
 - Monitoring of time-sensitive materials.
 - Responding to user feedback funneled through website comments
 - Compiling information from the website statistics and recommending and instituting changes
 - Presenting bi-monthly website performance reports to suggest recommendations
 - Telephone and E-mail support for FPDCC staff on web-related content.
2. Nextdoor will reserve 10 hours of flexible time each monthly to be allocated either to content management services, graphic design services, or video or photographic production services, depending on the needs of the District.

Fees. In exchange for these services, the District will pay Nextdoor a monthly retainer fee of \$2,000 for each of the 10 months covered in this agreement.

Payment schedule. Nextdoor will submit monthly invoices to the District. Billing will occur on the first of every month, and reflect the cost of providing services during that same month.

Agreed to:

Arnold Randall
General Superintendent
Forest Preserve District of Cook County

Yves Hughes, Jr.
Managing Partner
Next Door Multimedia, LLC



Next Door Multimedia

Overview

Content Management

Next Door Multimedia is proud to have developed the new website for the Forest Preserve District of Cook County "FPDCC.com". During the development of the website we have identified a opportunities to assist the FPDCC in delivering on it's mission to provide visitors with vital information in a timely fashion.

We have identified these specific needs for the website that require daily attention:

- Posting/Editing content provided by the FPDCC
- Graphic Design, Image Manipulation, and page layout
- Monitoring of time-sensitive materials. Ex: removing an event that has passed from the website
- Responding to website feedback. Ex: assisting an online visitor in finding additional information online
- Compiling information from the website statistics and making changes/recommendations
- Presenting bi-monthly website performance reports to suggest recommendations and feedback from visitors
- Telephone / Email support for FPDCC staff website-content related

In addition, these specialized services are available upon request:

- Production of original content by a recognized journalist specializing in public relations
- Video-Podcast: We will record/produce regular events and public meetings --> edit, then post to YouTube for distribution as well as a Podcast in the iTunes Store
- Photography Services from our professional photographers
- Non-website graphic design services. Posters, flyers, business cards and more.



Next Door Multimedia

Rates

Our Services

Below you'll find our rates for to retain our services. Content Management services will bill billed monthly in advance.

Description	Hours	Unit Price	Cost
Content Management Services - Retainer of 20 hours per week	80	\$25.00	\$2,000.00
Hours exceeding 20 per week	0	\$25.00	\$0.00
Specialized Services (Video, Creative Writing) as needed	0	\$100.00	\$0.00
		Subtotal	\$2,000.00
		Total	\$2,000.00

* Additional costs may apply for media-buying and stock photography.

Use of Designated Hours

Next Door Multimedia will reserve 10 hours of flexible time each monthly to be allocated either to content management services, graphic design services, or video or photographic production services, depending on the needs of the District.



Next Door Multimedia

Primary Contacts

Yves Hughes, Jr.

Managing Partner

Brett Stephan

Account Manager

Al Hardy

Visual Director

Marikathryn Sierminski

Content Manager

Next Door Multimedia, LLC

803 N. Harlem Ave.

Oak Park, IL 60302

T: 708.498.0555

info@nextdoormultimedia.com

www.nextdoormultimedia.com

Emergency Contact: 708.288.2416

EXHIBIT 4

Cook County General Conditions

**GENERAL CONDITIONS
SUPPLY/SERVICE
SOLE SOURCE**

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**GENERAL CONDITIONS
SUPPLY/SERVICE
SOLE SOURCE**

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GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the 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 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 Director of the Using Department or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

GC-02 PERSONNEL

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

GC-03 INSURANCE REQUIREMENTS

- 1) The Contractor shall require all policies of insurance that are in any way related to the work and are secured and maintained by Contractor and all tiers of subcontractors to include clauses providing that each underwriter shall waive all of its rights of recovery, under subrogation or otherwise, against Cook County, Board of Commissioners and employees of the County.
- 2) The Contractor shall waive all rights of recovery against Cook County, Board of Commissioners, employees of the County and other Contractors and subcontractors which Contractor may have or acquired because of deductible clauses in or inadequacy of limits of any policies of insurance that are in any way related to the work and that are secured and maintained by Contractor.
- 3) The Contractor shall require all tiers of subcontractors to waive the rights of recovery against Cook County and all tiers of subcontractors.

Insurance Requirements of the Contractor

Prior to the effective date of this Contract, the Contractor, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract. The insurance purchased and maintained by the Contractor shall be primary and not excess or pro rata to any other insurance issued to the County.

The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The limits of liability shall be as stated below, unless, prior to the effective date of this Contract, written approval is granted by the Cook County Department of Risk Management for variance from those limits.

1. Coverages

(a) **Workers Compensation Insurance**

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

- 1) Employers' Liability coverage with a limit of
 \$500,000 each Accident
 \$500,000 each Employee
 \$500,000 Policy Limit for Disease
- 2) Broad form all states coverage

GC-03 INSURANCE REQUIREMENTS (CON'T.)

(b) **Commercial General Liability Insurance**

- 1) The Commercial General Liability shall be on an occurrence form basis to cover bodily injury and property damage including loss of use.

General Liability limits shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit for bodily injury and property damage. The General Liability policy shall include, without limitation the following coverages:

- (a) All premises and operations;
- (b) Broad Form Blanket Contractual Liability;
- (c) Products/Completed Operations;
- (d) Broad Form Property Damage Liability;
- (e) Cross Liability.

(c) **Comprehensive Automobile Liability Insurance**

Comprehensive Automobile Liability to cover all owned, non-owned and hired automobiles, trucks and trailers. The Comprehensive Automobile Liability limits shall not be less than the following:

- 1) Liability - All Autos: Bodily Injury & Property Damage - \$1,000,000 per Occurrence
- 2) Uninsured/Motorists: Per Illinois Requirements

(d) **Umbrella/Excess Liability Insurance**

In addition to the coverages and limits specified above, Contractor and Sub-Contractors of any tier shall secure and maintain a limit of liability no less than:

- 1) \$2,000,000 each occurrence for all liability
- 2) \$2,000,000 in the aggregate per policy year separately with respect to products and completed operations

2. Additional requirements

(a) **Additional Insured**

Cook County, its officials, employees and agents shall be named as additional insureds under the Commercial General Liability policy.

(b) **Qualification of Insurers**

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon written consent of the Cook County Department of Risk Management.

GC-03 INSURANCE REQUIREMENTS (CON'T.)

(c) **Insurance Notices**

All policies of insurance which may be required under terms of this Contract shall be endorsed to provide that the insurance company shall notify the Cook County Office of the Chief Procurement Officer, 118 North Clark Street, Room 1018, Chicago, Illinois 60602 at least 30 days prior to the effective date of any cancellation or modification of such policies. Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the County certificates of insurance maintained by Contractor.

In no event shall any failure of the County to receive Certificates of Insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Contractor's obligations to obtain insurance pursuant to these insurance requirements.

GC-04 INSPECTION AND RESPONSIBILITY

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

GC-05 INDEMNIFICATION

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

GC-06 PAYMENT

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

GC-07 PREPAID FEES

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

GC-08 TAXES

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

GC-09 PRICE REDUCTION

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

GC-10 CONTRACTOR CREDITS

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

GC-11 DISPUTES

Any dispute arising under the Contract between the County and Contractor shall be decided by the 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 his decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the Director of the Using Department. The decision of the 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.

GC-12 DEFAULT

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

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

A material breach of the contract by the Contractor includes but is not limited to the following:

1. Failure to begin performance under this Contract within the specified time;
2. Failure to perform under this Contract with sufficient personnel, equipment, or materials to ensure completion of said performance within the specified time or failure to assign qualified personnel to ensure completion within the specified time;
3. Performance of this contract in an unsatisfactory manner;
4. Refusal to perform services deemed to be defective or unsuitable;
5. Discontinuance of performance of Contractor's obligations under the Contract or the impairment or the reasonable progress of performance;
6. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency;
7. Any assignment of this contract for the benefit of creditors;
8. Any cause whatsoever which impairs performance in an acceptable manner; or
9. Any other material breach of any term or condition of this Contract.

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

GC-13 COUNTY'S REMEDIES

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

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

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

GC-14 CONTRACTOR'S REMEDIES

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

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

GC-15 DELAYS

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

GC-16 MODIFICATIONS AND AMENDMENTS

The parties may 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.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

In the case of Contracts approved by the Board, the total cost of all such amendments shall not increase the Contract by more than 10% of the original contract award and the term may only be extended for up to one (1) year. Such action may only be made with the advance written approval of the Chief Procurement Officer.

In the case of Contracts approved by the Board, modifications and amendments which individually or cumulatively result in additional costs of greater than 10% of the original awarded amount or which extend the term of the Contract by more than one (1) year shall be deemed as authorized with the advance approval of the Cook County Board of Commissioners.

No County department or employee thereof has authority to make any modifications or amendments to this Contract. Any modifications or amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

GC-17 PATENTS, COPYRIGHTS AND LICENSES

Contractor shall furnish the Director of the Using Department with all licenses required for the County to utilize any software, including firmware or middleware, provided by Contractor as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Contractor shall also furnish a copy of such licenses to the 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.

GC-18 COMPLIANCE WITH THE LAWS

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

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

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND
CONSULTING SERVICE AND SOLE SOURCE

I. POLICY AND GOALS

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in the County contracts and to eliminate arbitrary barriers for participation, as both prime and subcontractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women- Owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority-and-Women-Owned Business Enterprise Ordinance (the "Ordinance") which establishes a "best efforts" goal of awarding not less than thirty-five percent (35%) of the annual total dollar amount of professional, consulting service and sole source contracts and agreements to certified MBEs and WBEs.
- B. A Proposer may achieve the MBE/WBE participation goals by its status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs or WBEs; by entering into a Mentor-Protégé Agreement with a MBE or WBE; by the indirect participation of MBEs or WBEs in other aspects of the Proposer's business; or by a combination of the foregoing.

MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND
CONSULTING SERVICE AND SOLE SOURCE (CON'T.)

- C. A Waiver Request must be submitted with the Proposal, documenting the inability of the Proposer to meet the goals, and providing written evidence of "Good Faith Efforts," to obtain goals.
- D. A Proposer's failure to carry out its MBE/WBE commitments in the course of performance on a contract shall constitute a material breach of the contract, and if such breach is not appropriately cured, may result in the termination of the contract or such other remedies authorized by the Ordinance as the County deems appropriate.

II. **REQUIRED SUBMITTALS**

To be considered responsive to the requirements of the Ordinance, a Proposer shall submit Items A, B and C listed below. All documentation submitted shall be reviewed by the Contract Compliance Administrator. Failure to submit one of the items required shall be cause to consider a contract non-responsive to the Ordinance goals and may be rejected.

A. **MBE/WBE Participation Documentation**

Each Proposer shall submit supporting documentation which evidences efforts taken to achieve the County's "best efforts" MBE/WBE participation goals. Such documentation shall include:

1. A **Utilization Plan** identifying all firms intended to be utilized to fulfill the goals; the MBE/WBE status of each firm; the name, address, e-mail address and telephone number of the contact person for each MBE/WBE firm; the dollar value of the goods and services to be provided by the MBE/WBE firm; and the dollar value expressed as a percentage (%) of the total value of the purposed contract. (See Section I)
2. A **Letter of Intent** for each MBE/WBE containing specific information regarding goods to be provided or services to be performed by the MBE/WBE; the dollar value of the goods or services, the percentage (%) of the dollar value; and the original signatures of the appropriate officer for both the Proposer and the MBE/WBE. (See Exhibit II)
3. Current **Letter of Certification** for each MBE/WBE firm. Acceptable certifying agencies are: Cook County, Illinois Unified Certification Program (IUCP) and U. S. Small Business Administration. (SBA) (8A) or any other governmental body or agency approved by the Contract Compliance Administrator as applying certification standards substantially similar to those applied by the County of Cook may also be accepted.
4. **Waiver/Goal Reduction Petition** must be included at the time of the submission of the Proposal document. Where the Proposer does not include all documentation in support of the Petition at the time of submission, such documentation must be submitted to the Office of Contract Compliance not less than three (3) business days after the submission date.

MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND
CONSULTING SERVICE AND SOLE SOURCE (CON'T.)

The Contract Compliance Administrator retains the right to reject the certification of any MBE or WBE on the ground that it does not meet the County's definition of a MBE or WBE.

B. Use of MBE/WBE Professionals

Each Proposer shall submit with its proposal, a statement which discloses how it intends to maximize the use of minority and women professionals in the course of performing the contract.

C. Affirmative Action Plan

Each Proposer shall submit a copy of its current EEO-1 Report and a copy of its current Letter of Compliance from the United States Department of Labor, Office of Federal Contract Compliance Programs. Absent a Letter from OFCCP, the Proposer shall submit a written report of the inclusion of minority and women professional in the workforce of their company.

III. NON-COMPLIANCE

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

IV. REPORTING/RECORD KEEPING REQUIREMENTS

The Proposer is required to comply with the reporting and record-keeping requirements as set forth in the Ordinance and as established by the Contract Compliance Administrator. Upon award of a contract, The Proposer is responsible for acquiring all necessary Office of Contract Compliance reporting and record-keeping forms as made available in the Office of Contract Compliance

The Office of Contract Compliance will notify each Contractor and Sub-Contractor upon award of a contract of their reporting obligations (Vendor Notification Letter)

The Office of Contract Compliance will notify each MBE/WBE Sub-Contractor of the award of a contract to a Prime Contractor, the MBE/WBE dollar amount of participation and the percentage (%) amount of participation. The Sub- Contractors will be required to submit on a timely basis, Sub-Contractors Payment Affidavits (see forms section) with proof of payment or money paid to them by the Prime Contractor.

**GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND
CONSULTING SERVICE AND SOLE SOURCE (CONT.)**

The Office of Contract Compliance requests payment affidavits and proof of payment to MBE/WBE Sub-Contractors as follows:

1. **Annual Contracts:** monthly reporting from both Prime and Sub-Contractors.
2. **Multi Year Contracts:** quarterly reporting from both Prime and Sub-Contractors including proof of payments.
3. **One time purchases** require verification of proof of payment **immediately.**

Failure to comply with this section will be reviewed as non-compliance as stated under Section III. Non-Compliance.

V. **EQUAL EMPLOYMENT OPPORTUNITY**

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

Any questions regarding this document should be directed to:

LaVerne Hall
Administrator
Cook County Office of Contract Compliance
118 N. Clark Street – Room 1020
Chicago, Illinois 60602
(312)603-5502

GC-20 MATERIAL DATA SAFETY SHEET

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

GC-21 CONDUCT OF THE CONTRACTOR

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

GC-22 ACCIDENT REPORTS

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

GC-23 USE OF COUNTY PREMISES AND RESOURCES

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

GC-24 TERMINATION FOR CONVENIENCE AND SUSPENSION OF CONTRACT

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

GC-25 GENERAL NOTICE

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

TO THE COUNTY:

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

TO THE CONTRACTOR:

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

GC-26 GUARANTEES AND WARRANTIES

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

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

GC-27 STANDARD OF DELIVERABLES

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

GC-28 DELIVERY

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

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

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

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

GC-29 QUANTITIES

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

GC-30 CONTRACT INTERPRETATION

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

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

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

GC-31 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

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

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

GC-32 GOVERNING LAW

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

GC-33 AUDIT; EXAMINATION OF RECORDS

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

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

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

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Contractor carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

GC-34 WAIVER

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

GC-35 ENTIRE CONTRACT

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

GC-36 FORCE MAJEURE OR UNAVOIDABLE DELAYS

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

GC-37 INDEPENDENT CONTRACTOR STATUS; NO THIRD PARTY BENEFICIARIES

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

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

GC-38 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.

GC-39 COOPERATIVE PURCHASING

As permitted by the County of Cook, other government entities may wish to also participate under the same terms and conditions contained in this contract (piggyback). Each entity wishing to piggyback must have prior authorization from the County of Cook and vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.

GC-40 COOPERATION WITH INSPECTOR GENERAL

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

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

GC-41 **FEDERAL CLAUSES**

1. Interest of Members of or Delegates to the United States Congress

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

2. False or Fraudulent Statements and Claims

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

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

3. Federal Interest in Patents

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

(b) Federal Rights. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Contractor, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, the Contractor agrees that, irrespective of its status or the status of any subcontractor at any tier (e.g., a large business, small business, non-profit organization, institution of higher education, individual), the Contractor agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

4. Federal Interest in Data and Copyrights

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

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

- (c) Federal Rights in Data and Copyrights. In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.
 - (1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and

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

- (d) Special Federal Rights for Planning Research and Development Projects. When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.

GC-41 **FEDERAL CLAUSES (CON'T.)**

- (e) **Hold Harmless.** Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.
- (f) **Restrictions on Access to Patent Rights.** Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.
- (g) **Application on Materials Incorporated into Project.** The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

5. Records and Audits

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

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

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

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

6. Environmental Requirements

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

- (a) Environmental Protection. The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

- (b) Air Quality. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

- (c) Clean Water. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

- (d) List of Violating Facilities. The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities ("List"), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.

GC-41 **FEDERAL CLAUSES (CON'T.)**

- (e) Preference for Recycled Products. To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Contractor agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

7. No Exclusionary or Discriminatory Specifications

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

8. Cargo Preference - Use of United States Flag Vessels

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

9. Fly America

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

10. No Federal Government Obligations to Third Parties

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

11. Allowable Costs

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

GC-41 **FEDERAL CLAUSES (CON'T.)**

12. Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

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

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

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

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 100

13. Contract Work Hours and Safety Standards Act

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

GC-41 **FEDERAL CLAUSES (CON'T.)**

- (a) In accordance with section of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Contractor agrees and assures that, for the Contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Contractor agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.
- (b) In accordance with section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the contractor agrees and assures that no laborer or mechanic working on a construction contract will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health and safety, as determined in accordance with U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926.

14. Veteran's Preference

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

15. Copyright Ownership

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

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

16. Accessibility Compliance

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

17. Visual Rights Act Waiver

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

18. Equal Employment Opportunity

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

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

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

GC-41 **FEDERAL CLAUSES (CON'T.)**

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

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

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

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

22. Rights to Inventions Made Under a Contract or Agreement

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

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

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

GC-41 **FEDERAL CLAUSES (CON'T.)**

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

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

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

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

END OF SECTION

EXHIBIT 5

Evidence of Insurance

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
Instructions	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1
2	Letter of Intent	EDS 2
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 3
4	Certifications	EDS 4, 5
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 6 – 12
6	Sole Proprietor Signature Page	EDS 13a/b/c
7	Partnership Signature Page	EDS 14/a/b/c
8	Limited Liability Corporation Signature Page	EDS 15a/b/c
9	Corporation Signature Page	EDS 16a/b/c
10	Cook County Signature Page (do not sign)	EDS 17

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

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

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

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

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

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

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

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

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

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

"Lobbyist" means any person or entity who lobbies.

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

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

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

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

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

Sections 6, 7, 8, 9: 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; Section 8 is the form for a Limited Liability Corporation, and Section 9 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.

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

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

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

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

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

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

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

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

MBE/WBE Firm: NEXT DOOR MULTIMEDIA, LLC
Address: 803 N. HARIEM AVE, OAK PARK IL 60302
E-mail: yves@nextdoormultimedia.com
Contact Person: Yves Hughes Phone: 708-498-0555
Dollar Amount Participation: \$ 100%
Percent Amount of Participation: _____ %
*Letter of Intent attached? Yes / No _____
*Letter of Certification attached? Yes / No _____

MBE/WBE Firm: _____
Address: _____
E-mail: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation: \$ _____
Percent Amount of Participation: _____ %
*Letter of Intent attached? Yes _____ No _____
*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

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

THE BOARD OF COMMISSIONERS

TODD H. STROGER

PRESIDENT

EARLEAN COLLINS
ROBERT STEELE
JERRY BUTLER
WILLIAM M. BEAVERS
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4th Dist. FORREST CLAYPOOL
5th Dist. LARRY SUFFREDIN
6th Dist. GREGG GODLIN
7th Dist. TIMOTHY O. SCHNEIDER
8th Dist. ANTHONY J. PERAICA
9th Dist. ELIZABETH ANN DODDY GORMAN
10th Dist.
11th Dist.
12th Dist.
13th Dist.
14th Dist.
15th Dist.
16th Dist.
17th Dist.



COOK COUNTY
OFFICE OF CONTRACT COMPLIANCE

BETTY HANCOCK PERRY
DIRECTOR

118 North Clark Street, Room 1020
Chicago, Illinois 60602-1304
TEL (312) 603-5502
FAX (312) 603-4547

October 19, 2010

Mr. Yves Hughes, Jr., Managing Partner
Next Door Multimedia, LLC
803 N. Harlem Avenue
Oak Park, IL 60302

Annual Certification Expires: October 19, 2011

Dear Mr. Hughes:

We are pleased to inform you that Next Door Multimedia, LLC has been certified as an **MBE (6)** by Cook County Government. This **MBE (6)** Certification is valid until **October 19, 2013**; however your firm must be revalidated annually. Your firm's next annual validation is required by **October 19, 2011**.

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

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

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

**Web Design, Print and Graphic Design, Marketing, Consulting, Mobile Application Development,
Computer Software and Information Technology Services**

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

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

Sincerely,

Betty Hancock Perry
Director
BHP/es

M/WBE Firm: _____
Address: _____
City/State: _____ Zip _____
Phone: _____ Fax: _____
Email: _____

Certifying Agency: _____
Certification Expiration Date: _____
FEIN #: _____
Contact Person: _____
Contract #: _____

Participation: Direct Indirect

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

No Yes -- Please attach explanation. Proposed Subcontractor: _____

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

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

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

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

Signature (M/WBE)

Signature (Prime Bidder/Proposer)

Print Name

Print Name

Firm Name

Firm Name

Date

Date

Subscribed and sworn before me

Subscribed and sworn before me

this ____ day of _____, 20____.

this ____ day of _____, 20____.

Notary Public _____

Notary Public _____

SEAL

SEAL

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

A. BIDDER/PROPOSER HEREBY REQUESTS:

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

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

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

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

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

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

D. OTHER RELEVANT INFORMATION

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

CERTIFICATIONS (SECTION 4)

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

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

REQUIRED DISCLOSURES (SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name

Address

N/A

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 addresses within Cook County:

803 N. HARLEM AVE.
OAK PARK, IL 60302

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 (EDS-8) and complete the following, based upon the definitions and other information included in such Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S):

N/A

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

NA

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 NEXT DOOR MULTIMEDIA LLC EIN NO: 26-37026052

Street Address: 803 N. HARLEM AVE

City: Oak Park State: IL Zip Code: 60302

Phone No.: 708.498.0555

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
Yves Hughes	803 N. Harlem Ave Oak Park 1117 Lathrop Ave Forest Park	100%

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
	NA	

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
		NA	

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.

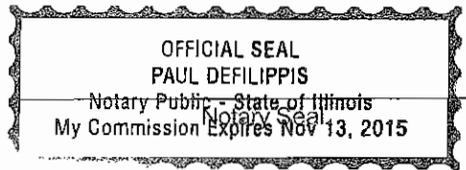
Yves Hughes
Name of Authorized Applicant/Holder Representative (please print or type)
[Signature]
Signature
Yves@nextdoormultimedia
E-mail address

Managing Partner
Title
11-8-12
Date
708-998-0555
Phone Number

Subscribed to and sworn before me this 8th day of Nov, 2012

My commission expires: 11-13-15

X [Signature]
Notary Public Signature





COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040

CHICAGO, ILLINOIS 60602

312/603-4304

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

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

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

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

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

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

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

DEFINITIONS:

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

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

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

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

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

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

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

Name of Owner/Employee: Yves Hughes Title: Managing Partner

Business Entity Name: NEXT DOOR Multimedia Phone: 708.498.0555

Business Entity Address: 803 N. Harlem Ave Oak Park IL 60302

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

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

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

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

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

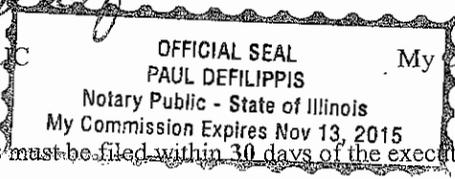
[Signature] _____ Date 11-8-12
Owner/Employee's Signature

Subscribe and sworn before me this 8th Day of NOV, 20 12

a Notary Public in and for Cook County

(Signature) [Signature]

NOTARY PUBLIC SEAL



My Commission expires 11-13-15

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

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

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20__

My commission expires:

X _____

Notary Public Signature

Notary Seal

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20____

My commission expires:

X _____
Notary Public Signature

Notary Seal

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20____

My commission expires:

X _____
Notary Public Signature

Notary Seal

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

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

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

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20__.

My commission expires:

X _____
Notary Public Signature

Notary Seal

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

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

(SECTION 7)

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

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

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20__.

My commission expires:

X _____
Notary Public Signature

Notary Seal

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

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

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

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

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

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

**SIGNATURE BY A LIMITED LIABILITY 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 Procurement Director 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: NEXT DOOR MULTIMEDIA
BUSINESS ADDRESS: 803 N HAWLEM AVE Oak Park IL 60302
BUSINESS TELEPHONE: (708) 498-0555 FAX NUMBER: 708-498-0555
CONTACT PERSON: Yves Hughes
FEIN: 26-3702652 * CORPORATE FILE NUMBER: _____
MANAGING MEMBER: Yves Hughes MANAGING MEMBER: _____
**SIGNATURE OF MANAGER: Yves Hughes
ATTEST: _____

Subscribed and sworn to before me this
13th day of November, 2012
x [Signature]
Notary Public Signature



Notary Seal

- * If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.
- ** Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.

SIGNATURE BY A LIMITED LIABILITY 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 Procurement Director 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: _____ * CORPORATE FILE NUMBER: _____

MANAGING MEMBER: _____ MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed and sworn to before me this

_____ day of _____, 20_____.

X _____
Notary Public Signature

Notary Seal

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

** Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.

SIGNATURE BY A LIMITED LIABILITY 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 Procurement Director 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: _____ * CORPORATE FILE NUMBER: _____

MANAGING MEMBER: _____ MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed and sworn to before me this

_____ day of _____, 20_____

X _____

Notary Public Signature

Notary Seal

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

** **Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.**

SIGNATURE BY A CORPORATION
(SECTION 9)

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ *IL CORPORATE FILE NUMBER: _____

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: _____ VICE PRESIDENT: _____

SECRETARY: _____ TREASURER: _____

****SIGNATURE OF PRESIDENT:** _____

ATTEST: _____ **(CORPORATE SECRETARY)**

Subscribed and sworn to before me this

_____ day of _____, 20____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

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

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

SIGNATURE BY A CORPORATION
(SECTION 9)

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ *IL CORPORATE FILE NUMBER: _____

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: _____ VICE PRESIDENT: _____

SECRETARY: _____ TREASURER: _____

****SIGNATURE OF PRESIDENT:** _____

ATTEST: _____ **(CORPORATE SECRETARY)**

Subscribed and sworn to before me this

_____ day of _____, 20____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

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

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

SIGNATURE BY A CORPORATION
(SECTION 9)

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BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ *IL CORPORATE FILE NUMBER: _____

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: _____ VICE PRESIDENT: _____

SECRETARY: _____ TREASURER: _____

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COOK COUNTY SIGNATURE PAGE
(SECTION 10)

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 CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 20th DAY OF November, 2012.

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

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

12-50-408

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 9,100.00
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

NOT REQUIRED

ASSISTANT STATE'S ATTORNEY
(Required on contracts over \$1,000,000.00)