

**MASTER AGREEMENT
FOR MUNICIPAL INCORPORATION INVENTORY
RFP 1290-12816**

BETWEEN



COOK COUNTY GOVERNMENT

AND

PRO-WEST & ASSOCIATES, INC.

**APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS**

FEB 19 2014

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MASTER AGREEMENT FOR LEGAL SERVICES

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- Exhibit 2 Schedule of Compensation
- Exhibit 3 Evidence of Insurance
- Exhibit 4 Board Authorization
- Exhibit 5 Cook County Travel Policy
- Exhibit 6 Economic Disclosure Statements (EDS)

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and Pro-West & Associates, hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Board of Commissioners on the 19th day of February, 2014, as evidenced by Board Authorization letter attached hereto as EXHIBIT "4".

BACKGROUND

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

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

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

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

ARTICLE 2) DEFINITIONS

a) Definitions

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

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

Consultant is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

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

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

"**Employer**" means the Cook County various agencies.

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

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

b) Interpretation

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

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

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

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

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

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

c) Incorporation of Exhibits

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

Exhibit 1	Scope of Services
Exhibit 2	Schedule of Compensation
Exhibit 3	Evidence of Insurance
Exhibit 4	Board Authorization
Exhibit 5	Cook County Travel Policy
Exhibit 6	Economic Disclosure Statement (EDS)

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT**a) Scope of Services**

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

b) Deliverables

In carrying out its Services, Consultant must prepare or provide to the County various deliverables to include any and all reports and work product relevant to Consultant's services as described in Exhibit 1 including written reviews recommendations, and analyses, produced by Consultant for the County.

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

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

c) Standard of Performance

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

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

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

d) Personnel

i) Adequate Staffing

Consultant must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. Consultant must include among its staff the Key Personnel and positions as identified in Exhibit 1. The level of staffing may be revised from time to time by notice in writing from Consultant to the County and with written consent of the County, which consent the County will not withhold unreasonably. If the County fails to object to the revision within 14 days after receiving the notice, then the revision will be considered accepted by the County.

ii) Key Personnel

Consultant must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "**Key Personnel**" means those job titles and the persons assigned to those positions in accordance with the provisions of

this Section 3.d(ii). The Employer may at any time in writing notify Consultant that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Consultant must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in Exhibit 1, Scope of Services.

iii) **Salaries and Wages**

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

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

In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-260-276) except to the extent waived by the Compliance Director. Consultant's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Section 1 of the Economic Disclosure Statement, upon acceptance by the Compliance Director. Consultant must utilize minority and women's business enterprises at the greater of the amounts committed to by the Consultant for this Agreement in accordance with Section 1 of the Economic Disclosure Statement.

f) **Insurance**

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

i) **Insurance To Be Provided**

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
 - \$1,000,000 each Accident
 - \$1,000,000 each Employee
 - \$1,000,000 Policy Limit for Disease
- (2) Broad form all states coverage

(b) **Commercial General Liability Insurance**

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) Independent Contractor's Protection Liability;
- (c) Contractual Liability;
- (d) Products/Completed Operations;
- (e) Employees included as additional insured;
- (f) Broad Form Property Damage Liability;
- (g) Cross Liability.

(c) **Comprehensive Automobile Liability Insurance**

When any motor vehicles are used in connection with the Services to be performed, Vendor shall secure Comprehensive Automobile Liability Insurance to cover all owned, non-owned and hired automobiles, trucks and trailers. The Comprehensive Automobile Liability Insurance limits shall not be less than the following:

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

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

In addition to the coverages and limits specified above, Vendor shall secure and maintain a limit of liability no less than:

- a. \$3,000,000 each occurrence for all liability

(e) **Professional Errors & Omissions Insurance**

Vendor shall secure Professional Liability insurance covering any and all claims arising out of the performance or nonperformance of professional services for the County under this Agreement. This professional liability insurance shall remain in force for the life of the Vendor's obligations under this Agreement, and shall have a limit of liability of not less than \$5,000,000 with a deductible of not more than \$100,000. If any such policy is written on a claims made form, the retroactive date shall be prior to or coincident with the effective date of this contract. Claims made form coverage shall be maintained by the Vendor for a minimum of three years following the expiration or early termination of this contract and the Vendor shall annually provide the County with proof of renewal.

Additional requirements

(a) **Additional Insured**

Cook County, its officials, employees and agents shall be named as additional insureds under the Commercial General Liability, Automobile and Umbrella/Excess insurance policies.

(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.

(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 Office of the Chief Procurement Officer at least 30 days prior to the effective date of any cancellation or modification of such policies. Prior to the date on which Vendor commences performance of its part of the work, Vendor shall furnish to the County certificates of insurance maintained by Vendor. The receipt of any certificate of insurance does not constitute agreement by the County that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with insurance required above.

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 Vendor's obligations to obtain insurance pursuant to these insurance requirements.

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

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- (b) Independent Contractor's Protection Liability;
- (c) Contractual Liability;
- (d) Products/Completed Operations;
- (e) Employees included as additional insured;
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When any motor vehicles are used in connection with the Services to be performed, Vendor shall secure Comprehensive Automobile Liability Insurance to cover all owned, non-owned and hired automobiles, trucks and trailers. The Comprehensive Automobile Liability Insurance limits shall not be less than the following:

- (c) Liability - All Autos: Bodily Injury & Property Damage - \$1,000,000 per Occurrence
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Vendor shall secure Professional Liability insurance covering any and all claims arising out of the performance or nonperformance of professional

services for the County under this Agreement. This professional liability insurance shall remain in force for the life of the Vendor's obligations under this Agreement, and shall have a limit of liability of not less than \$5,000,000 with a deductible of not more than \$100,000. If any such policy is written on a claims made form, the retroactive date shall be prior to or coincident with the effective date of this contract. Claims made form coverage shall be maintained by the Vendor for a minimum of three years following the expiration or early termination of this contract and the Vendor shall annually provide the County with proof of renewal.

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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 Office of the Chief Procurement Officer at least 30 days prior to the effective date of any cancellation or modification of such policies. Prior to the date on which Vendor commences performance of its part of the work, Vendor shall furnish to the County certificates of insurance maintained by Vendor. The receipt of any certificate of insurance does not constitute agreement by the County that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with insurance required above.

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 Vendor's obligations to obtain insurance pursuant to these insurance requirements.

Valuable Papers

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

ii) **Additional Requirements**

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

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

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

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

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

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

g) Indemnification

The Consultant 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 Consultant. The Consultant expressly understands and agrees that any Performance Bond or insurance protection required of the Consultant or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

h) Confidentiality and Ownership of Documents

Consultant acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Consultant 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. Consultant 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. Consultant 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 Consultant 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 Letter of Engagement and shall be the property of the County of Cook. It shall be a breach of this Contract for the Consultant

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 Consultant shall be responsible of any loss or damage to the Documents while they are in Contractor's possession, and any such loss or damage shall be restored at the expense of the Contractor. The County and its designees shall be afforded full access to the Documents and the work at all times.

i) Copyright Ownership

Consultant and the County intend that, to the extent permitted by law, the Letter of Engagement to be produced by Consultant at the County's instance and expense under 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., and that the County will be the sole copyright owner of the Letter of Engagement and of all aspects, elements and components of them in which copyright can subsist, and of all rights to apply for copyright registration or prosecute any claim of infringement.

To the extent that any Deliverable does not qualify as a "work made for hire," Consultant hereby 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 Letter of Engagement prepared for the County under this Agreement, and all goodwill relating to them, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will, and will cause all of its Subcontractors, employees, agents and other persons within its control to, 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 Letter of Engagement, at the sole expense of the County. Consultant warrants to the 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 Letter of Engagement and has the legal rights to fully assign them. Consultant further warrants that it has not assigned and will not assign any copyrights and that it has not granted and will not grant 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 Letter of Engagement. Consultant warrants that the Letter of Engagement are complete, entire and comprehensive, and that the Letter of Engagement constitute a work of original authorship.

j) Examination of Records and Audits

The Consultant 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 Consultant related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Consultant shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Consultant 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 Consultant 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 Consultant under any contract with the County.

To the extent this Contract pertains to the Letter of Engagement which may be reimbursable under the Medicaid or Medicare Programs, Consultant 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 Consultant 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, Consultant will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

k) 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 Consultant from its obligations or change the terms of the Contract. The Consultant 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 Consultant shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Consultant shall identify in writing to the Chief Procurement Officer the names of any and all subcontractors it intends to use in the performance of the Contract. The Chief Procurement Officer shall have the right to disapprove any subcontractor. Identification of subcontractors to the Chief Procurement Officer shall be in addition to any communications with County offices other than the Chief Procurement Officer. All subcontractors shall be subject to the terms of this Contract. Consultant 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 Consultant must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Consultant 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 Consultant is not required to disclose employees who are paid or estimated to be paid. The Consultant 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 Consultant is uncertain whether a disclosure is required under this Section, the Consultant 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 Consultant shall be accountable to the Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect as of March 1, 2014 and continues through February 28, 2016 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

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

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

c) Agreement Extension Option

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

ARTICLE 5) COMPENSATION**a) Basis of Payment**

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

b) Method of Payment

All invoices submitted by the Consultant shall be in accordance with the cost provisions according to the Schedule of Compensation in the attached Exhibit 2. The invoices shall contain a detailed description of the Letter of Engagement for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant 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. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

c) Funding

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

d) Non-Appropriation

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

e) Taxes

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

f) Price Reduction

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

g) Consultant Credits

To the extent the Consultant 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 Employer. Consultant shall reflect any such credits on its invoices and in the amounts it invoices the County.

ARTICLE 6) DISPUTES

Any dispute arising under the Contract between the County and Consultant shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce her decision to writing and mail or otherwise furnish a copy thereof to the Consultant. 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, Consultant shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

ARTICLE 7) COMPLIANCE WITH ALL LAWS

The Consultant 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 Consultant's employees, agents or subcontractors shall be the responsibility of the Consultant.

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

ARTICLE 8) SPECIAL CONDITIONS**a) Warranties and Representations**

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

- i) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;

- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;
- iv) warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and have not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County ;
- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- vi) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1; and
- vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.1 and 9.3.
- viii) warrants that the Deliverables shall not contain disabling code planted by Contractor that will activate upon a predetermined date or that can be remotely activated by Contractor without the County's prior written consent;
- ix) warrants that, at all times, it has exercised and will exercise commercially reasonable efforts to assure that computer viruses have not been introduced into the Deliverables while the Deliverables are in Contractor's possession;
- x) warrants that, at all times, it has exercised and will exercise commercially reasonable efforts to exclude unauthorized access by third parties, undisclosed programs, or extraneous code or data that may be reasonably expected to damage County Data or the County's software, systems or operations
- xi) warrants that the Deliverables will perform in accordance with the technical requirements in this Agreement and all published documentation specifications for the

Deliverables, and shall correct such failure of the Deliverables to do so, during the ninety (90) day period following the later of the County's acceptance of the deliverables or the termination of this Agreement; provided that County shall tender written notice to Contractor of such failure within the thirty (30) days following the warranty period. This warranty shall not apply where any such failure is caused in whole or in part by any party other than Contractor or by any functional, technical, or other limitation of any third party hardware, software, equipment, network, or other means.

b) Ethics

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

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

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

c) Joint and Several Liability

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

d) Business Documents

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

e) Conflicts of Interest

i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no

Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

- ii) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.
- iii) Upon the request of the County, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant's past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.
- iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposal or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposal or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposal or bids for that project.
- v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.11 of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.
- vi) Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Employer of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Consultant must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

f) Non-Liability of Public Officials

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

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

a) Events of Default Defined

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the County.
- ii) Consultant's material failure to perform any of its obligations under this Agreement including the following:
 - (a) Failure due to a reason or circumstances within Consultant's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;
 - (b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
 - (d) Discontinuance of the Services for reasons within Consultant's reasonable control; and
 - (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- iii) Any change in ownership or control of Consultant without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.
- iv) Consultant's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Consultant acknowledges and agrees that in

the event of a default under this Agreement the County may also declare a default under any such other Agreements.

- (v) Failure to comply with Section 7a. in the performance of the Agreement.
- (vi) Consultant's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

b) Remedies

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

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

- i) The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the County would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Consultant under this Section 9.2;
- ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;

- iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iv) The right to money damages;
- v) The right to withhold all or any part of Consultant's compensation under this Agreement;
- vi) The right to consider Consultant non-responsible in future contracts to be awarded by the County.

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

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

c) Early Termination

In addition to termination under Sections 9.1 and 9.2 of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Consultant. The County will give notice to Consultant in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Consultant or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

After the notice is received, Consultant must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 5, but if any compensation is described or provided for on the basis of

a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The County and Consultant must attempt to agree on the amount of compensation to be paid to Consultant, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Consultant is in full settlement for all Services satisfactorily performed under this Agreement.

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

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

d) Suspension

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

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

e) Right to Offset

In connection with performance under this Agreement:

The County may offset any excess costs incurred:

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

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

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

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

f.) Delays

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

g.) Prepaid Fees

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

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) General

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

ii) No Collateral Agreements

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

iii) No Omissions

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

b) Counterparts

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

c) Modifications and Amendments

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

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

performance.

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

d) Governing Law and Jurisdiction

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

e) Severability

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

f) Assigns

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

g) Cooperation

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

the reasonable requests and requirements of the Employer in connection with the termination or expiration.

h) Waiver

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

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

i) Independent Contractor

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

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

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

j) Governmental Joint Purchasing Agreement

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

k) County Title and Intellectual Property Rights

For purposes of this Agreement, "Property" means: (1) confidential, proprietary, and trade secret information; (2) trademarks, trade names, discoveries, inventions processes, methods and improvements, whether or not patentable or subject to copyright protection and whether or not reduced to tangible form or reduced to practice; and (3) works of authorship, wherein such forms of property are required by Contractor to develop, test, and install computer programs (in object and source code form), scripts, data, documentation, the audio, visual and audiovisual content related to the layout and graphic presentation of the computer programs, text, photographs, video, pictures, animation, sound recordings, training materials, images, techniques, methods, algorithms, program images, text visible on the Internet, object code, source code and images, illustrations, graphics, pages, storyboards, writings, drawings, sketches, models, samples, data, other technical or business information, reports, and other works of authorship fixed in any tangible medium.

All Deliverables created under this Agreement whether made by Contractor, Contractor's subcontractors, Contractor's employees, the County, the County's contractors or employees, or any combination thereof are the property of the County, except for the Contractor IP embodied in the Deliverable. Contractor irrevocably and unconditionally sells, transfers and assigns to County and its designee(s), the entire right, title, and interest in and to all intellectual property rights that it may now or hereafter possess in said Deliverables, and all derivative works thereof, except for the Contractor IP embodied in the Deliverables. This sale, transfer and assignment shall be effective immediately upon the County's payment to Contractor for the Services that resulted in the creation of each Deliverable and shall include all copyright, patent, trade secret, trademark and other intellectual property rights created by Contractor, Contractor's subcontractors, Contractor's employees, the County, the County's contractors or employees, or any combination thereof in connection with such work (hereinafter the "County IP").

All copyrightable material contained within a Deliverable and created under this Agreement are works made for hire. Contractor bears the burden to prove that a work within a Deliverable was not created under this Agreement. If work is determined to not be made for hire or that designation is not sufficient to secure rights, to the fullest extent allowable and for the full term of protection otherwise accorded to Contractor under such law, Contractor shall and hereby irrevocably does, assign and transfer to the County free from all liens and other encumbrances or restrictions, all right, title and interest Contractor may have or come to have in and to such Deliverable. CONTRACTOR HEREBY WAIVES IN FAVOR OF THE COUNTY (AND SHALL CAUSE ITS PERSONNEL TO WAIVE IN FAVOR OF THE COUNTY IN WRITING SIGNED BY SUCH PERSONNEL) ANY AND ALL ARTIST'S OR MORAL RIGHTS (INCLUDING, WITHOUT LIMITATION, ALL RIGHTS OF INTEGRITY AND ATTRIBUTION) IT MAY HAVE PURSUANT TO ANY STATE OR FEDERAL LAWS OF THE UNITED STATES IN RESPECT TO ANY DELIVERABLE AND ALL SIMILAR RIGHTS UNDER THE LAWS OF ALL OTHER APPLICABLE JURISDICTIONS.

Contractor agrees to execute all documents and take all actions that may be reasonably requested by the County to evidence the transfer of ownership of or license to intellectual property rights described in this

Section, including providing any code used exclusively to develop such Deliverables for the County and the documentation for such code. Contractor acknowledges that there are currently and that there may be future rights that the County may otherwise become entitled to with respect to County IP that does not yet exist, as well as new uses, media, means and forms of exploitation, current or future technology yet to be developed, and that Contractor specifically intends the foregoing ownership or rights by the County to include all such now known or unknown uses, media and forms of exploitation.

The County retains all right, title and interest in and to all derivative works of County IP. The County hereby grants to Contractor a nonexclusive, revocable license to use, copy, modify and prepare derivative works of County IP only during the term of the Agreement and only for the purpose of performing Services and developing Deliverables for the County under this Agreement.

l) Contractor's Intellectual Property and License

Contractor will retain all right, title and interest in and to all Property developed by it, i) solely for clients other than the County, and ii) for internal purposes and not yet delivered to any client, including all copyright, patent, trade secret, trademark and other intellectual property rights created by the Contractor in connection with such work (hereinafter the "Contractor IP"). The County acknowledges that its possession, installation or use of Contractor IP will not transfer to it any title to such property.

Except as expressly authorized herein, the County will not distribute, sublicense, rent, reverse engineer, decompile or disassemble Contractor IP.

Contractor grants to the County, a fully-paid, royalty-free, non-exclusive, non-transferable, worldwide, irrevocable, perpetual, assignable license to make, have made, use, reproduce, distribute, modify, publicly display, publicly perform, digitally perform, transmit, copy, sublicense to any County subcontractor for purposes of creating, implementing, maintaining or enhancing a Deliverable, and create derivative works based upon Contractor IP, in any media now known or hereafter known, to the extent the same are embodied in the Deliverables, or otherwise required to exploit the Deliverables. During the term of this Agreement and immediately upon any expiration or termination thereof for any reason, Contractor will provide to the County the most current copies of any Contractor IP to which the County has rights pursuant to the foregoing, including any related documentation.

Notwithstanding anything contained herein to the contrary, and notwithstanding the County's use of Contractor IP under the license created herein, Contractor shall have all the rights and incidents of ownership with respect to Contractor IP, including the right to use such property for any purpose whatsoever and to grant licenses in the same to third parties. Contractor shall not encumber or otherwise transfer any rights that would preclude a free and clear license grant to the County.

m) County Data

For purposes of this Agreement, "County Data" means all data provided by the County to Contractor, provided by third parties to the Contractor for purposes relating to this Agreement, or otherwise encountered by Contractor for purposes relating to this Agreement, including, without limitation, all data sent to Contractor by the County and/or stored by Contractor on any media relating to the Agreement, including metadata about such data. To the extent there is any uncertainty as to whether any data constitutes County Data, the data in question shall be treated as County Data.

County Data, or any derivatives thereof, provided to Contractor or contained in any Contractor repository shall be and remain the sole and exclusive property of the County. Data created or collected from a third party on behalf of the County by the Contractor as part of this agreement, shall become the property of the County. Contractor is provided a license to County Data hereunder for the sole and exclusive purpose of providing services under this agreement, including a limited non-exclusive, non-transferable license to store, record, transmit, and display County Data only to the extent necessary in the provisioning of the services under this agreement. Except for approved subcontractors, Contractor is prohibited from disclosing County Data to any third party without prior, specific written approval from the County. Contractor shall not use the County Data for any purpose other than that of rendering the Services under this Agreement, nor sell, assign, lease, dispose of or otherwise exploit County Data. Contractor shall not possess or assert any lien or other right against or to County Data.

All County Data, both in motion and at rest, shall be stored only within the continental United States.

n) Data Security and Confidentiality

Contractor shall take all reasonable measures to protect the confidentiality and security of County Data, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action that could result in substantial harm to the County or an individual identified with the data or information in Contractor's custody; such measures shall include, but shall not be limited to, compliance with industry best practices. County Data shall only be utilized on a need-to-know basis for the purposes of performing Contractor's obligations under this agreement. The confidentiality obligations set forth in this agreement shall survive the duration of this agreement and continue indefinitely.

Contractor agrees, upon request, to furnish to the County with a description of the steps Contractor has taken to prevent unauthorized access to, use of or disclosure of County Data. Contractor agrees to allow representatives of the County access to Contractor's and its subcontractor's premises where County Data is kept for the purpose of inspective security (physical and electronic) arrangements.

o) Security and Privacy for Application Development

Contractor shall tender the Deliverables according to industry best practices and in a manner that reasonably protects the security, confidentiality and privacy of County Data and any individuals who may be considered data subjects as to the County, Deliverables, or County Data. At a minimum, and not to the exclusion of any industry best practice, Contractor shall tender the Deliverables in conformance with the following standards where technologically applicable: Microsoft Secure Coding Guidelines for the .NET Framework, CERT Secure Coding Standards, and OWASP Secure Coding Principles. Furthermore, Contractor’s coding practices shall follow the principles of privacy by design and the Federal Trade Commission’s Fair Information Practice Principles.

To the extent applicable to the Deliverables, Contractor shall tender the Deliverables in compliance with the most recent applicable Payment Card Industry (“PCI”) Security Standards Council (“SSC”) standards, including but not limited to, the most recent versions of PCI Data Security Standard (“DSS”) and PCI Payment Application Data Security Standard (“PA-DSS”).

ARTICLE 11) NOTICES

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

If to the County: Office of the President
118 N. Clark Street, 5th floor
Chicago, IL 60602
Attention: Chief of Staff

and

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

If to Consultant: _____

Attention: _____

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

ARTICLE 12) AUTHORITY

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

RFP 1290-12816

EXHIBIT 1

Scope of Services

Project Plan

Pro-West & Associates, Inc. (PWA) is proposing a technical process for the municipal incorporation inventory that will provide Cook County with a record of all historical municipal incorporation transactions, as well as streamline Cook County's ability to keep the geometry of the municipal boundaries and existing features (such as parcels or hydro) coincident (where applicable). Furthermore, PWA's expertise in interpreting legal land description documents will ensure transactions are recorded in a timely and efficient manner. Reading and Understanding Legal Description training topics include understanding a Public Land Survey System (PLSS) breakdown, commencement and point of beginning terminology, fractional descriptions, metes and bounds descriptions, acreage descriptions, the influence of natural boundaries, and overall geometry and legal language terminology, all of which are pertinent skills to ensure a successful project.

Furthermore, the municipal boundaries will be developed using the source documentation provided by the County, which will be analyzed with a process, starting with the Municipal Transaction Database, to ensure the final feature classes represent the most complete and accurate boundaries possible.

PWA has proposed an additional historical municipal boundary feature dataset that will bring value to the County. This feature dataset contains a historical County-wide feature class for each year of municipal boundary incorporation. These feature classes will be provided to the extent of the source materials available.

PWA's proposal defines the sources and methods for building the municipal incorporation inventory throughout Cook County. The Project Plan explains the project tasks within a phased project approach.

- 1. Phase One: Project Initiation**
- 2. Phase Two: Pilot Project**
- 3. Phase Three: Production**

Phase One: Project Initiation

Project Initiation Meeting

The project initiation meeting will be conducted on-site with Cook County's designated project sponsor, project manager and project stakeholders. A one day meeting with project staff will include the following administrative and technical issues:

Administrative Issues	
Progress reporting	Equipment and software
Project schedule, including milestones	Quality Assurance procedures
Personnel assignments	Interim deliverables
Security arrangements	Payment methods

Technical Issues
Cook County stakeholder expectations
Data development process assessment
Define Pilot and Work Zone Areas
Source data, documentation and exceptions required to accommodate data business uses
Geodatabase design process
Project plan manual development
Project timeline
Deliverables
Automated Processes
Suggested Municipal Inventory Maintenance Workflow

The Project Initiation Meeting will also include discussions that pertain to the specific project tasks to clarify and propose methodology.

Draft Project Plan Manual

One of the outcomes of the Project Initiation Meeting will be a draft Project Plan Manual that will address all of the above administrative and technical issues, and set standards, as well as document other issues that were identified during the project initiation meeting.

- The County will then review and comment on the draft Project Plan Manual.
- Upon final review, the County's comments will be incorporated into the manual.
- The Project Plan Manual will be further revised based on lessons learned during the subsequent Phase Two, and Phase Three as data development is defined and approved.

Upon the County's approval of the Project Plan Manual, which will include an assessment of the geodatabase design and technical procedures, PWA will work with the County to secure the databases, spatial datasets and additional source information necessary to perform the work.

Phase Two: Pilot Project

Pilot Information

As per RFP section 2.6.1 Phase Two: Pilot Project, a pilot area of the County will consist of a mutually agreed upon area. PWA will use this pilot area to develop a subset of municipal boundary data to assure all procedures are outlined and the deliverable meets the County's expectations.

The goals set forth for the pilot project are;

- Execute and evaluate all procedures as specified
- Select and approve procedures to be implemented throughout the project
- Finalize design characteristics
- Identify problems and develop policy for their resolution
- Evaluate and approve all specified products

At the completion of the pilot project PWA will deliver a geodatabase design and project data containing all of the developed municipal boundary features within the defined pilot project area, a current copy of the project plan documenting all development procedures and a revised project schedule.

The County will have a review period to assess the pilot project data and documentation, during which time no further development of municipal boundaries will be completed by PWA. Once PWA has received approval of geodatabase format, data and project plan, PWA will resume development of municipal boundary features data for Phase Three of the project.

Work Zones

In addition to the Pilot Area, PWA proposes Cook County be divided into geographic work zones during the Pilot Project. The work zone delineation can be refined, if needed, following data development for the Pilot. Work zone delineation will focus review efforts and ensure the final product satisfies all project requirements.

Phase Three: Production

Municipal Incorporation Inventory Development

PWA will work with the County during the Pilot Project to develop a geodatabase design, project data, and project plan to guide Phase Three of the project. The project plan will be in draft form throughout Phase Three and revised as procedures are updated.

As per RFP section 2.6.2 Phase Three: Production, PWA will utilize all processes and documents developed in the pilot project to carry out the general objectives of the County:

- The research, processing and compilation of municipal information for the remainder of the County, per specifications
- Acceptance of all project deliverables by the County
- All digital information is installed and operating as a fully integrated entity in the enterprise GIS
- Any source documents from the County have been returned
- When all of the above has been accomplish and accepted by the county, the project will be considered complete

The remaining municipal inventory data will be developed following pilot area data development. PWA staff will prioritize the remaining work zones to ensure the most needed data is processed and delivered to meet the County's needs.

Collection, Processing and Mapping

PWA will follow protocols that had been developed for the pilot area and subsequently refined.

Install Digital Data and Documents

PWA will transfer municipal incorporation data to the County periodically via FTP, DVD or external hard drive during data development.

- Delivery and review periods will be developed during project initiation to meet the data needs of County applications and desktop users.
- Final data and document review will be conducted by the PWA Data Development Manager following delivery, on-site at the County.

Return All Source Documents

PWA will catalog all source documents as they are received and supply Cook County with an on-going list of source documents. At the end of the project, PWA will meet with the County to review the source documents, ensuring that all documents had been returned.

Project Acceptance and Completion

PWA will conduct a Project Closure Meeting to review the initial data development expectations for the project, plan manual items, data requirements and data completeness. PWA will work with the County to ensure that the municipal inventory data met all requirements agreed on for the project. All unresolved data discrepancies encountered by PWA and the County during the project will be documented and delivered along with the data.

Contractor Responsibilities

PWA acknowledges the following contractor responsibilities:

1. Development and documentation of procedures to meet Contract specifications
2. Production of digital files and other products of all designated tasks as specified
3. Maintenance of database, quality, legal and safety standards
4. Delivery of preliminary and final products as per schedule
5. Security of the County's source materials
6. Regular conference calls and crew review meetings will be established
7. Coordinate to establish a site for management of all relevant project content
8. Correspondence with the County on all anomalous issues throughout project lifecycle
9. Provision of all labor, materials, equipment, tools and other incidentals (except that provided by the County) that are necessary to complete the project

County Responsibilities

PWA acknowledges the following County responsibilities:

1. Access to or provision of any relevant source materials as specified by the stewards of that information
2. Provide notice to all standards, protocols, and procedures for compliance during the project
3. Coordinate to establish a site for management of all relevant project content
4. Review and approval of plan project manual, database design, project schedule, quality control procedures, documentation, and all other deliverable products
5. Resolution of issues on a timely basis
6. Execution and documentation of acceptance procedures on a timely basis
7. Quality assurance inspection of deliverables on a timely basis

Project Tracking

PWA will provide several levels of project tracking to support the Municipal Incorporation Inventory.

Project Tracking and Communication Plan

PWA's communication portion of the management process uses tools such as internal project tracking, external web project tracking, reporting procedures and change management systems to form a systematic method of communication and contract compliance tracking for all aspects of a project.

PWA has skilled and experienced Sharepoint site staff that can provide a municipal incorporation inventory Sharepoint Site either on the County's Sharepoint Server, or hosted on PWA's Sharepoint Server. Location and content for the site will be discussed during the Project Initiation meeting.

Point of Contact

PWA will provide a Project Manager who will be the primary point of contact for project scopes, and the project plan manual. The scope of work will include specific project deliverables, timelines, project team members and responsibilities, project risks, budgets and client responsibilities. In addition, the Project Manager will coordinate with the County regarding an appropriate communication method (contacts, frequency of budget/progress reports) for the project. Contract management and project negotiations will be coordinated by the PWA Contract Administrator for the project.

In addition, an On-site Project Manager will be directly available to County personnel during the project and will oversee the project tracking system's setup prior to the start of the project.

PWA staff will be required to report to the Project Manager on a weekly basis throughout the lifecycle of the project to ensure timelines, needs and budgets were in line with the scope of the project. Internal project and discrepancy tracking systems will track project tasks, timelines and status. A change in the project will be immediately communicated to the client project manager.

Cost and Schedule Control

The cost and schedule will be reviewed throughout the course of the project and included within project status reports presented during the bi-weekly and monthly status meetings with Cook County project staff. All project managers will have access to project financial and performance status data, which will be updated on a regular basis throughout the project as key deliverables are completed and other project milestones are reached. The Project Manager will maintain sufficient resources to stay on schedule and to support change processes that will detect possible issues during the project's development, and will resolve them in a timely manner. The schedule, as well as weekly meetings with the team Project Managers, will track project progress and make early resource problem detection possible.

Reporting

A project specific form will be devised for this project that will be submitted at monthly intervals to the Cook County Project Manager. This form will state, for each item, the percentage of work completed that month, the percentage completed to date, interim delivery dates, and a summary of partial payment requests. The form will also include comments from the project manager that will further explain decisions made and actions taken regarding specific items. An example of this form will be presented to Cook County at the pre-contract meeting for their review and acceptance. The form will be modified as requested to meet the needs of Cook County.

Web-based Discrepancy Tracking

The PWA Project Tracker is a web-based application that will distribute updates by zone. The Project Tracker application will allow Cook County to see progress as its being made, review PWA comments, and provide additional comments all in a centralized location and in a near real-time environment.

The web-based project tracking also includes an optional "client editing" component that will allow County staff to edit discrepancy points in a County 'version' to expedite discrepancy resolutions. PWA will discuss options for implementation during Phase One: Project Initiation.

Required Elements

Source Review - Municipal Incorporation Inventory Feature Classes

The following will describe the municipal feature classes and the development sources and process used to create the municipal features. The data sources include:

- CCHD, CCCMD: Plat Repository, CCRD Plat Repository & Historical Tax Maps
- ILSA, CCHD, CCRD, Local Jurisdiction: Municipal Initial Incorporations
- CCHD: Municipal Transaction Database
- CCHD: 1914-18 Township Maps
- CCHD: 1939-2005 Township Atlas
- CookGIS : AnxPre2000 Feature Class
- CookGIS: MuniChange Feature Class
- CCCMD: Subset of TaxDistChange Feature Class
- CCRD: Records Documents (In Tract Room basement of County Building 118 N Clark St)

The Municipal Transaction Database appears to be the most complete source of municipal inventory transactions and will be used as the primary reference when developing the municipal incorporation inventory feature class. As described in the RFP document, this database contains a link to the scanned documents mentioned above.

PWA will request copies (or links to documents) of all of the data sources mentioned above at the project initiation meeting. Once received, a detailed analysis will be completed to;

1. Identify the transactions that have linked scans and those that do not
2. Identify the scanned documents that are NOT linked to a transaction record

This analysis result will identify the first round of document research needed to complete the project. This research coupled with knowledge obtained at the project initiation meeting from Cook, will help identify some of the scanning that will need to be completed for the project. Additional scanning needs will surface as the municipal incorporation inventory polygons are developed and analyzed against other source information.

There are three current GIS feature classes listed in the data sources; AnxPre2000, MuniChange and TaxDistChange. It appears that these feature classes were developed during different time frames and under varying development standards.

PWA will begin with review of the MuniChange feature class assuring that attributes have been assigned properly and adding in additional attributes to follow the attribute schema described in this document. The spatial location and perimeter representation will be verified with the associated record document. This same process will begin with the other GIS feature class data sources AnxPre2000 and

TaxDistChange. These feature classes (according to the RFP) will have varying degrees of spatial accuracy along with attribution differences.

Once the existing GIS features have been reviewed and updated to the current projects development standards, PWA will use the Municipal Transaction Database to begin development of municipal incorporation inventory polygons. This database contains municipal name and can easily be divided up by approved project work zones.

After all of the known transactions have been developed from the transaction database for a work zone, other transaction data sources such as; the 1914-18 Township Maps and 1939-2005 Township Atlas will be referenced to assure all documented transactions have been accounted for.

Feature Class for Municipal Incorporation Inventory

The Municipal Incorporation Inventory feature class will be established as a polygon feature class containing a record for each identifiable municipal incorporation transaction. This feature class will be added to Cook County's existing enterprise geodatabase GIS schema.

The municipal incorporation inventory feature class will be developed using existing GIS feature edges, where possible. These existing feature classes include; parcels, right-of-ways, lots, hydrology, railroads, etc. If a municipal incorporation transaction describes the inclusion or is bounded by an existing GIS feature that features geometry will be used (in part) to create the municipal incorporation inventory polygon. PWA has a long history interpreting legal land description documents. This expertise will be used to correctly identify the perimeter of each described transaction.

In cases where existing GIS features cannot be used to define the municipal incorporation inventory polygon COGO tools and/or other GIS tools will be used to appropriately develop the represented transaction perimeter. This may occur since the current GIS parcels, for example, have been changed overtime and do not reflect a municipal incorporation inventory polygon of the transaction year.

The development process for each work zone will follow the above mentioned data source use structure to assure that the municipal incorporation inventory polygons are created as efficiently as possible without duplication from the various data sources.

All of the developed municipal incorporation inventory polygons will be attributed as completely as possible with the information contained within the data sources. Transaction records that are found within the municipal transaction database, on the township maps or the township atlases that do not have an associated scanned image will be flagged through the creation of a discrepancy point and further research to locate and scan the appropriate transaction document will ensue. If the document cannot be found, the discrepancy point will remain and be delivered with the final deliverables to make Cook County aware of the missing transaction.

If the source information contains enough information to delineate a boundary to represent the transaction without the official document, the polygon feature will be developed and attributed accordingly so that the County is aware of the development accuracy of each municipal incorporation inventory polygon.

Feature Class for Municipal Boundary

The Municipal Boundary feature class will be established as a polygon feature class containing a record for each current municipal boundary. This feature class will be added to Cook County's existing enterprise geodatabase GIS schema (*PWA assumes that this will replace the existing municipal boundary feature class residing within the enterprise geodatabase*).

The municipal boundary feature class will be developed using the municipal incorporation inventory polygons to define the perimeter of each of the incorporated municipalities within Cook County. Since the development processes discussed for the municipal incorporation inventory feature class included the use of existing GIS features to assure features remain coincident this will carry through into the development of the municipal boundaries.

Topology rules will be established to assure the municipal boundary polygons are free from overlaps. If the unincorporated areas are included as township areas then an additional rule would be added for review of gaps.

The development of this municipal boundary layer will be current for the given year chosen by Cook County at the project initiation meeting.

Municipal Boundary Historical Feature Dataset

It is PWA's understanding that Cook County would like to have a representation of each year of municipal incorporation throughout the County's history. PWA has added the Municipal Boundary Historical feature dataset to this RFP response to address these needs.

PWA proposes that a municipal boundary feature class is developed for each year of municipal incorporation. These feature classes would be developed and delivered to the County as county wide feature classes. The details on how far back the feature classes could go would be dependent on the municipal incorporation inventory feature class. The records in this feature class would be directly used in the development of the historical feature dataset.

The municipal boundary historical feature dataset would provide Cook County with a one-time snapshot of each year's municipal incorporation. These feature classes could be used for historical fact checking and other map creation processes.

Plat Automation

Plat automation, as described in this RFP, is described and interpreted by PWA in two separate ways.

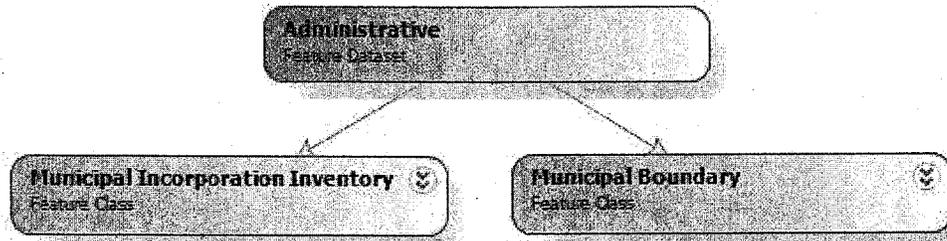
1. What is the most efficient way to represent the municipal incorporation transactions.
2. Assure there is a way to automate the retrieval of the recorded documents associated with each transaction.

As discussed in the in the previous sections, the plat automation or transaction development will be processed according to the source data available for the given transaction. The processes described in the Municipal Inventory feature class section will be the most efficient and, most importantly, the most accurate way to develop the required municipal incorporation inventory feature class.

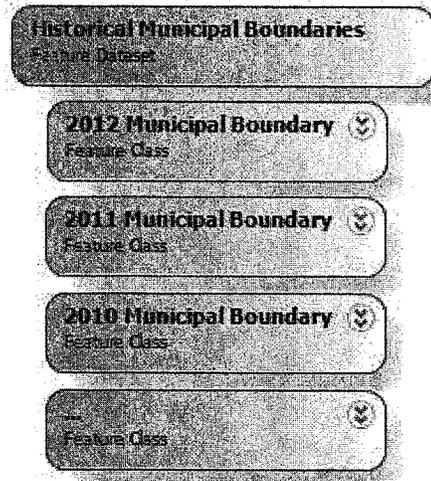
The plat retrieval identified in the RFP is through hyperlinks to the scanned images. Throughout the project development, PWA will be identifying transactions missing scanned recorded documents. PWA will be working directly with Cook County and on-site technical subcontractors to locate and scan these documents. Scan naming conventions and final storage location of all scanned documents will be a key discussion topic with Cook County during the project initiation meeting. These variables will drive some of the required attribute population of the municipal incorporation inventory feature class.

Geodatabase Design

PWA will create a geodatabase design during Phase Two that will be revised based on lessons learned from pilot data development prior to starting Phase Three. PWA has included a proposed geodatabase schema below comprised of the two required municipal feature classes; Municipal Incorporation Inventory and Municipal Boundary (current).



During the pre-bid meeting Cook County mentioned that they would like a municipal boundary map for each year of document transaction history. PWA has proposed a schema that will allow for the creation of the municipal boundary for any given year throughout the coverage range. PWA will provide an ancillary file geodatabase containing a feature class of the municipal boundary for each year.



Schema Development

The following attribute fields will be created and populated for the Municipal Incorporation Inventory feature class. Attributes will be gathered from the recorded documents used to delineate the feature. This is the proposed list of attributes and will be discussed during the project initiation meeting.

Municipal Incorporation Inventory Attribute Fields *(proposed)*

UniqueID	Unique ID within the GIS feature class
Year	Year of Transaction
RecDocDate	Date of Recorded Document
RecDocNum	Recorded Document Number
CrtOrdNum	Court Order Document Number
MuniOrdNumb	Municipal Ordinance Number
MuniOrdDate	Municipal Ordinance Date
Action	Action of Transaction (Annexation, Disconnection, Court Order, Other)
AgencyTo	Agency name acquiring more territory
AgencyFrom	Agency name decreasing in territory
ImageName	Name of the scanned recorded document
ImageLink	Path used to access scanned image of transaction
Comments	Comments on transaction made during development
EditorID	Editor name of the individual that last edited the boundary polygon.
EditDate	Date of last edit to polygon feature
ReviewID	Cook County Reviewer
ReviewDate	Cook County review date
Source	Source of information used to develop the incorporation inventory polygon (Scanned Recorded Document, Township Map, Township Atlas, etc) <i>Only the highest priority value available will be assigned to each developed polygon.</i>

Municipal Boundary Attribute Fields *(currently used in Cook County GIS)*

AGENCY	Numeric agency code
AGENCY_DESC	Full name description of incorporated/unincorporated area
MUNICIPALITY	Municipal name
COMMENTS	Comments regarding boundary development

Metadata

PWA will work with Michael Hoather to bring exceptional experience and knowledge in authoring and delivering the required metadata to the project.

Metadata reports will be prepared from relevant existing metadata, reports, samples of digital files, data dictionaries, and design documents.

Following preparation of the draft metadata documents, the documents will be sent electronically to PWA, and the Cook County Bureau of Office Technology, Department of GIS for review of selected fields, such as process steps, abstracts, and data dictionaries. When the reports have been reviewed for errors and completeness, the comments, corrections and updates will be compiled and included in the final metadata records. Revisions to the metadata reports will be made, if requested, after the final metadata report has been completed.

The final metadata records will be post-processed by software that checks for compliancy and formats the metadata into a variety of formats suitable for posting on FGDC clearinghouses and storage within ArcGIS 10.x environments.

The final metadata reports will be delivered in FGDC format, or an alternative format requested by Cook County.

Quality Control and Assurance

PWA is committed to effective Quality Assurance and utilizes Collaborative Project Management Tools (CPMT) to integrate data development or application programming, use case testing, and management roles within a project and to address the essential quality assurance issues inherent to software and data development.

Data Development Quality Assurance

Data development at PWA follows industry-approved best practices, beginning with identifying project requirements through data development specifications that will be developed in partnership with Cook County. The data development project managers and lead technicians will be responsible for developing a project plan manual, (i.e. design document and work plan) to meet development specifications outlined in this proposal.

The data development staff will work in conjunction with the PWA project managers and programming staff to refine existing automated tools and manual procedures for executing the work plan and performing pre- and post-validation of GIS layers. Client reporting and feedback will be integrated into the data development workflow through the use of a custom, web-based CPMT component.

Once all work is completed and all individual feature classes are checked for quality assurance compliance, a final import of the various feature classes into the geodatabase format will occur. Post-production quality assurance will check the topology and attribute accuracy of the various feature classes with the geodatabase prior to delivery, as well as document all unresolved discrepancies.

Once the required checks on the layers were completed, the resultant geodatabase and final report will be delivered to the County for its inspection and approval. If the County determined that based on its final inspection some corrections/modifications were necessary, PWA will make the necessary alterations and resubmit the completed geodatabase to the County.

Primary Data Development Quality Assurance

PWA has several internal, automated tools for performing data analysis and consistency checking. PWA technicians will use these tools to perform primary data quality assurance (DQA). A web-based, collaborative tool will be deployed in order to provide the County with near real-time project updates and allow the County to provide clarifications and corrections to any DQA issues identified by PWA. PWA technicians will be responsible for flagging discrepancies throughout the pilot and final project phases, integrating any updates provided by the County staff, and verifying that the final data products will satisfy the following DQA checkpoints.

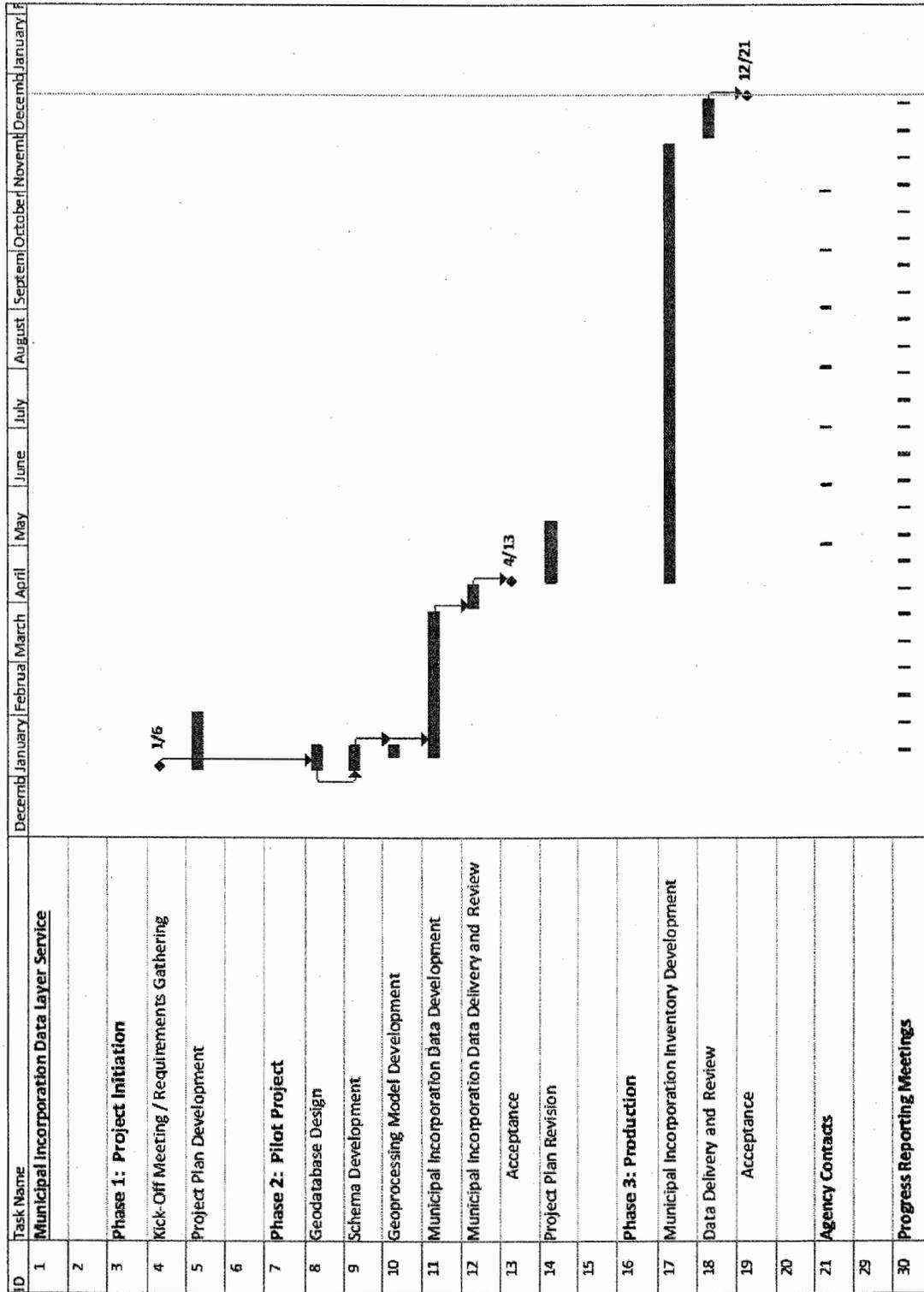
1. The spatial accuracy of the Municipal Incorporation Inventory and Municipal Boundary layers will be no greater than a pre-determined threshold.
2. The attribute accuracy and consistency of the Municipal layers will meet or exceed pre-specified tolerances.
3. The spatial and attribute relationships between the Municipal layers and parcel base will satisfy all PWA consistency checks. These checks might include, but not be limited to:
 - a. Compare documented discrepancies with spatial data discrepancies
 - b. Tabular database records review

In addition to the above DQA specifications, PWA will leverage its CPMT to track any and all issues that will arise during data development. The Project Managers and Technical Lead will provide the County with updates on the number, severity and resolution of these issues on a regular and timely basis.

Secondary Data Development Quality Assurance

The Technical Lead will be responsible for secondary quality by means of targeted checks of the above items described in the primary quality assurance section. Compliance with the final data specification will be verified and any non-functional goals will be assessed in the submitted report.

Project Schedule



Deliverables

The deliverables as identified in the RFP include; geodatabase design, GIS data, automated documents and metadata. These deliverable items are discussed below.

Geodatabase Design

The geodatabase design will consist of the required feature classes; Municipal Incorporation Inventory and Municipal Boundary. PWA will meet with the County and discuss the proper placement of these feature classes within Cook County's current enterprise geodatabase schema. Appropriate diagrams and design documents will be delivered to the County in PDF and MS Visio formats.

GIS Data

The geodatabase design will consist of the required feature classes; Municipal Incorporation Inventory and Municipal Boundary. These feature classes will be delivered to Cook County with in a file geodatabase to be incorporated into the County's ArcSDE SQL Server Enterprise geodatabase.

FGDC compliant metadata will be developed and associated with the feature class for delivery. The metadata will also be developed and sent to the County in XML format.

PWA has proposed the development of the Municipal Boundary Historical feature dataset this would be delivered to the County within a file geodatabase. The development of this dataset would be discussion topic at the project kick-off meeting to identify the County's interest.

Automated Documents

All recorded documents that are scanned throughout the Municipal Inventory project will be delivered to Cook County. These recorded documents have been scanned since they did not exist in currently scanned documents or were deemed to be of poor scan quality. These scans will be delivered to Cook County on an external hard drive to be copied to the recorded document storage location within the County's network.

Suggested Municipal Inventory Maintenance Workflow

PWA proposes to provide Cook County with a Municipal Inventory maintenance workflow document. This document would discuss possible triggers that could be set by Cook County to assure the Municipal Incorporation Inventory and the Municipal Boundary feature classes are maintained.

Topics to be covered in the suggested workflow process will be discussed briefly throughout the project during the project status meetings. This information along the process and development standards created during the process will help formulate the suggested workflow. An example of this workflow is below:

1. Municipal incorporation change occurs
2. Recorded document is scanned and filed appropriately for access by GIS
3. The municipal incorporation inventory polygon is delineated from the recorded document description
4. The Municipal Boundary feature class is updated from the municipal incorporation inventory polygon

Suggested annual process:

1. At the end of the year the Municipal Boundary feature class is archived in the Municipal Boundary Historical feature dataset as that years official municipal boundary feature class for future reference

Project Risks

The following risks would affect the effort and cost needed to produce the final deliverables.

1. Transaction documents that are referenced in other data sources, but scanned/originals cannot be found.
2. Number of transactions is greater than the 11,000 (as indicated in the RFP) assumed records
3. The (CCHD) municipal transaction database has insufficient and/or inaccurate data
4. The readability of Township atlases does not allow for accurate interpretation
5. Inability to accurately represent all historical municipal boundary year feature classes due to lack of documentation of transactions (ie: the Chicago fire)

RFP 1290-12816

EXHIBIT 2

Schedule of Compensation

The Proposer declares that it has carefully examined the Request for Proposal documents, the Proposal Forms, general and Special Conditions and Specifications for the Municipal Incorporation Inventory RFP as prepared by Cook County. PWA has become familiar with all of the conditions under which it must be carried out and understands that by submitting proposed pricing on these pages, Proposer waives all right to plead any misunderstanding regarding the same.

Task	Cost
Project management (including, if any, site visits, data handling, overhead, training, etc.)	\$39,481
Data compilation, including requisite research	\$98,175
Automation of various documents	\$30,000
Quality Assurance	\$15,550
Geodatabase Design	\$880
Metadata	\$2,400
Grand Total	186,486

RFP 1290-12816

EXHIBIT 3

Evidence of Insurance



PROWE-1

OP ID: JK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/24/2013

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

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

PRODUCER First National Bank of Walker Insurance Services PO Box 520 Walker, MN 56484 Brian Hein	CONTACT NAME:	
	PHONE (A/C No. Ext):	FAX (A/C No.):
INSURED Pro-West & Associates Inc. P & W Enterprises PO Box 812 Walker, MN 56484	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Secura	NAIC # 22543
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

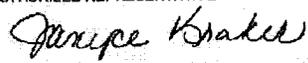
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDC SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	BP-2067931	04/03/2013	04/03/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		A-3144607	04/03/2013	04/03/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000		CU 3134366	04/03/2013	04/03/2014	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Design of Computer Programs for Engineering

CERTIFICATE HOLDER**CANCELLATION**

Cook County Illinois Office of the Chief Procurement Officer 118 N Clark St., Room 1018 Chicago, IL 60602	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/26/2013

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

PRODUCER: First National Insurance Services - Walker P.O. Box 520 Walker, MN 56484	CONTACT NAME: Janyce Kraker PHONE (A/C No., Ext): 218-547-3330 FAX (A/C No.): E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A: MWCARP c/o RTW, Inc. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

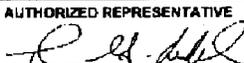
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPOP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	N	MNAR-000010822-9	06/30/2013	06/30/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000.00 E.L. DISEASE - EA EMPLOYEE \$ 500,000.00 E.L. DISEASE - POLICY LIMIT \$ 500,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Officers are excluded from coverage.

CERTIFICATE HOLDER**CANCELLATION**

Cook County, Illinois Office of the Chief Procurement Officer 118 N Clark St, Rm 1018 Chicago, IL 60602	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/23/2014

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

PRODUCER MAGUIRE INSURANCE AGENCY ONE BALA PLAZA SUITE 100 BALA CYNWYD, PA 19004	CONTACT NAME KIMBERLY ROSSI	FAX (A/C, No):	
	PHONE (A/C, No, Ext): 443-470-7045	E-MAIL ADDRESS: KIMBERLY.ROSSI@PHLY.COM	
INSURED PRO-WEST & ASSOCIATES, INC. 8239 STATE 371 NW P.O. BOX 812 WALKER, MN 56484	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: PHILADELPHIA INSURANCE CO.		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: 100851 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$ \$
	DED RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	PROFESSIONAL ERRORS & OMISSIONS			PHSD907624	01/14/2014	01/14/2015	LIMIT: \$2,000,000 AGGREGATE: \$2,000,000

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

CERTIFICATE HOLDER	CANCELLATION
OFFICE OF THE CHIEF PROCUREMENT OFFICER 118 N CLARK STREET, ROOM 1018 CHICAGO, IL 60602	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

RFP 1290-12816

EXHIBIT 4

Board Authorization

RFP 1290-12816

EXHIBIT 5

Cook County Travel Policy



**COOK COUNTY
TRANSPORTATION
EXPENSE REIMBURSEMENT
AND TRAVEL REGULATIONS
POLICY**

Adopted: FY2009

COOK COUNTY TRANSPORTATION EXPENSE REIMBURSEMENT

SECTION I. AUTOMOBILE REIMBURSEMENT PLAN

- A. Any employee who is required and authorized to use their personally owned automobile in the conduct of official County Business shall be allowed and reimbursed. The number of County business miles driven per ½ month will be compensated at the standard IRS deduction for business related transportation currently in effect and authorized by the Bureau of Administration. IRS mileage rates adjusted midyear will not be made retroactive.

- B. In addition, parking and tolls shall be allowed for reimbursement if items are supported by receipts. Proof of IPASS charges shall be submitted along with the Transportation Expense Voucher.

SECTION II. GUIDELINES

A. Commuting Expenses

Commuting expenses between an employee's home and regular place of assignment will not be reimbursed, even if an employee's regular place of assignment is at different locations on different days within the County.

***Example:** An employee working for the Assessor's Office is regularly assigned to the Assessor's Office in Markham on Mondays and to the Assessor's Office in Maywood on Tuesdays through Fridays. Travel expenses to and from the employee's home and Assessor's Office on any day will not be reimbursed when assignments are permanent.*

B. Temporary and Minor Assignments (residence to temporary duty point)

Employees who are required to perform County business in the form of temporary and minor assignments beyond the general area of their regular place of assignment in the County may be reimbursed for their transportation expenses between home and their first or last stop, for such travel attributed to County business.

Mileage to first stop or from last stop between home and temporary place of assignment may be allowed and reimbursed.

Authorization for reimbursement for transportation between home and first or last stop shall only be allowed when, in the judgment of the Department head, reporting to the regular place of assignment is not reasonable because of the elements of time, place, business purpose and employee effectiveness. The assignment must be temporary and not indefinite.

C. Temporary and Minor Assignments (mileage between temporary duty points)

Employees who receive one or more temporary assignments in a day may be reimbursed for transportation for getting from one place to the other. Mileage from the employee's regular place of assignment, or first duty point, to all temporary duty points and back to regular place of assignment, or last duty point, is entitled to reimbursement.

D. General Guidelines

1. Mileage must be computed on the basis of the most direct route. Any mileage incurred solely for personal reasons is not reimbursable.
2. Employees must bear the cost of their normal commuting expenses between residence and official place of assignment.
3. Close supervision shall be maintained over the use of privately owned vehicles by the Department Heads. Authorization for use of privately owned vehicles shall only be given when deemed a service and benefit to Cook County Government. Reimbursements for transportation shall only be as compensation for services performed for the County.

SECTION III. TRANSPORTATION EXPENSE VOUCHER

A. Preparation

1. All claims for compensation of transportation expenses including the use of privately owned automobile and incidental parking fees and tolls, and taxicab and bus fares shall be submitted and itemized in the Transportation Expense Voucher. (For each stop of business use, enter date, started from location, finished at location, miles and expense between each stop. Total the dollar amount and enter in the space for "Total.")
2. When travel between home and first or last temporary duty point is authorized, the employee's residence shall be entered on the Transportation Expense Voucher, "Started from Location" or "Finished at Location."
3. The Transportation Expense Voucher shall be supported by receipts for all items, individually.
4. The Transportation Expense Voucher shall be prepared and signed by the individual who has incurred the expense and signed by their Supervisor. The original Voucher shall be submitted to the Comptroller's Office and a copy should be retained by the employee and by the department. Falsification of a Transportation Expense Voucher is considered a major cause infraction subject to disciplinary action up to and including discharge.

5. The individual submitting the Transportation Expense Voucher is personally responsible for its accuracy and priority. Trip details shall be entered immediately following automobile use to eliminate possibility of errors. The form must be completed in its entirety, e.g., insurance coverage.

B. Approval and Submission

1. The Transportation Expense Voucher shall be approved by the Department Head or a designated representative, who shall sign the original copy of the Transportation Expense Voucher. The original Voucher shall be sent to the Comptroller's Office by the 10th day of the following month in which the travel expense was incurred. Transportation Expense Vouchers submitted 60 days after the end of the month in which travel expense was incurred will not be reimbursed. A copy of the Transportation Expense Voucher shall be retained by the department and the employee.
2. Any Transportation Expense Voucher not prepared in accordance with these regulations, including the proper signatures, will be returned to the originator for corrections.

C. Authorized Attendance at Seminars, Meetings, Conventions, etc., on County Business

These expenses shall be detailed in accordance with the procedure relating to "Cook County Travel Regulations."

SECTION IV. COUNTY-OWNED AUTOMOBILE

Section 162(a)(2) of the Internal Revenue Code requires that any employee who is assigned a County-owned vehicle for use in performance of the employee's duties and who uses the vehicle for use in performance of the employee's duties and who uses the vehicle to commute from home to work and/or from work to home must include in their compensation the value to the employee (as provided for by the IRS) for each day such vehicle is used for commuting purposes, and Cook County must include this compensation on employee W-2 form.

The use of County-owned vehicles for personal use is prohibited.

COOK COUNTY TRAVEL REGULATIONS

SECTION I TRAVEL EXPENSES

- A. Travel expenses are ordinary and necessary expenses for transportation, hotel accommodations, meals and incidental expenses for travel that is longer than an ordinary day's work, and the employee needs to get sleep or rest during non-working time while away.

Reimbursements shall be allowed if the following requirements are met:

1. Travel is for periods more than or equal to be employee's scheduled workdays hours, plus 2 hours (usually 10 hours).
2. The employee must get sleep or rest while away in order to complete County business. (This does not mean napping in the car.)
3. Lodging and air travel shall be arranged through a County travel vendor, as specified by the Purchasing Agent.

SECTION II RESPONSIBILITY OF DEPARTMENT HEAD

- A. The Department Head is responsible for the execution of all travel regulations as well as such other policies and guidelines regarding travel as published by the Bureau of Administration.
- B. All travel subject to these regulations shall be authorized in advance by the Department Head in accordance with current County directives.
- C. Each Department shall develop a system for the prior authorization and control of travel to prevent expenses exceeding appropriations and to hold travel to the minimum required for efficient and economical conduct of County business.
- D. The rates for reimbursements set forth in these regulations represent the maximums permitted under IRS guidelines.

SECTION III ALLOWABLE TRANSPORTATION EXPENSE

- A. Modes of transportation authorized for official travel in the course of County business will include automobiles, railroads, airlines, buses, taxicabs, and other usual means of conveyance. Transportation may include fares and expenses incidental to transportation such as baggage transfer, official telephone messages in connection with items classed as transportation, and reasonable tips.
- B. All taxicab fares shall be accompanied by a receipt indicating the amount paid.

- C. Transportation between place of lodging and place of business at a temporary work location shall be allowed as a transportation expense.

SECTION IV MODE OF TRAVEL

- A. All travel shall be by the most direct route.
- B. In cases where an individual for their own convenience travels by an indirect route or interrupts travel by direct route, that individual shall bear the extra expense. Reimbursement for expenses shall be based only on such charges as would have been incurred by the most direct and economical route.
- C. All travel shall be by the most economical mode of transportation available, considering travel time, costs, and work requirements.

SECTION V ACCOMMODATIONS ON AIRPLANES, TRAINS, AND BUSES

- A. First class travel is prohibited
- B. Travel on airplanes shall be coach class.
- C. Any charges incurred as a result of changes to an original airline reservation made prior to or during travel are subject to Department Head approval.

SECTION VI USE OF PRIVATELY OWNED OR RENTED CONVEYANCE

- A. When an individual rendering service to the County uses privately owned motor vehicles in the conduct of official business and such use is authorized or approved as advantageous to the County, payment shall be made on a mileage basis at rates not to exceed those published by the Bureau of Administration.
- B. Reimbursement for the cost of automobile parking fees and tolls shall be allowed. The fee for parking an automobile at a common carrier terminal, or other parking area, while the traveler is on official business, shall be allowed only to the extent that the fee does not exceed the cost of public transportation.
- C. When a privately owned automobile is used for travel, the total transportation cost (including mileage allowance, parking fees, tolls and per diem expenses) shall not exceed the cost of public transportation, if reasonable public transportation is available.
- D. The use of rented automobiles will be kept to an absolute minimum and rented only in an emergency upon prior approval of the responsible Department Head. Every effort shall be made to obtain other suitable transportation rather than to use rented vehicles. Where emergencies require the use of a rented vehicle, the most economical vehicle available and suitable for the conduct of County business shall be obtained.

SECTION VII LIVING EXPENSES

A. Meals and Incidental Expense (M&IE)

Employees assigned to out of town travel shall receive a per diem set by the current U.S. General Services Administration in their Federal Travel Regulations (FTR) Meal and Incidental Expense (M&IE) rate. Travel rates differ by travel location and are periodically revised by the Federal Government. These rates can be found at the GSA "Domestic Per Diem Rates" website page at www.gsa.gov/perdiem.

The per diem rate is intended to include all meals and incidental expenses during the period of travel. There will be no reimbursement for meals and incidental expenses beyond this rate.

In addition, the traveler may receive reimbursement for special expenses as provided in Paragraph "C-3" below.

B. Travel Without Lodging

When lodging is not required, the per diem M&IE allowance is not permitted. Travel shall be on "actual expenses incurred."

C. Reimbursable Expenses

1. Lodging - Reasonable costs of hotel accommodations incurred will be allowed. Lodging shall be reimbursed by receipt up to the limits of the current Federal Travel Regulations as shown on the GSA "Domestic Per Diem Rates" website page at www.gsa.gov/perdiem.

Questions of reasonable hotel accommodations should be referred to the Bureau of Administration. Receipts are to be submitted with the Invoice Form to support accommodation expenses claimed.

2. Transportation - Transportation to and from duty point; between places of lodging, business and meals shall be allowed.
3. Special Expenses - The reasonable cost of miscellaneous expenses incurred shall be allowed to a traveler. The following are examples of miscellaneous expenses that may be deemed reimbursable or non-reimbursable:

<u>Reimbursable</u>	<u>Non-Reimbursable</u>
Stenographic and Typing Services	Entertainment
Storage of Baggage	Alcoholic Beverages
Hire of Room for Official Business	Traffic Tickets
Telephone Calls on Official Business	

All special expenses shall be itemized on the Conference and Travel Reimbursement Voucher with receipts attached.

SECTION VIII CONFERENCES

When the cost of meals for approved seminars or official meetings is an integral part of the Registration Fee, the "per diem" traveler shall deduct such amounts from the "cost of meals and incidental expenses" allowance, and the traveler on "actual expenses incurred" shall not claim meals which are included in the conference fee.

SECTION IX CONFERENCE AND TRAVEL REIMBURSEMENT VOUCHER

A. Memorandum of Expenditures

A memorandum of all travel expenditures properly chargeable to the County shall be kept by individuals subject to these regulations. The information thus accumulated shall be available for proper Invoice Form preparation.

B. Conference and Travel Reimbursement Voucher Preparation

1. All claims for reimbursement of travel expenses shall be submitted on the Conference and Travel Reimbursement Voucher and shall be itemized in accordance with these regulations.
2. The Conference and Travel Reimbursement Voucher shall show the purpose of travel, the dates of travel, the points of departure and destination, mode of transportation, and the cost of the transportation secured or mileage allowance if automobile is used.
3. The Conference and Travel Reimbursement Voucher shall be supported by receipts in all instances for railroad and airplane transportation, for lodging, meals and incidental expense (M&IE) items, and all other items. Also, a copy of the travel authorization is to be included for out-of-state travel.
4. The Conference and Travel Reimbursement Voucher shall be prepared and signed by the individual who has incurred the expenses.
5. The individual submitting the Conference and Travel Reimbursement Voucher is personally responsible for accuracy and propriety. A misrepresentation shall be cause for disciplinary or legal action.

C. Approval and Submission of Invoice Form

1. The Conference and Travel Reimbursement Voucher shall be approved by the Department Head or a designated representative, who shall sign the original Voucher and submit to the Comptroller's Office. A copy of the Voucher shall be retained by the Department as well as the person submitting the Voucher.
2. Any Conference and Travel Reimbursement Voucher not prepared in accordance with these regulations or not properly supported by receipts where required will be returned to the originator for correction.

D. Frequency of Submission

The original Conference and Travel Reimbursement Voucher shall be sent to the Comptroller's Office by the 10th day of the following month in which the travel expense was incurred. Conference and Travel Reimbursement Vouchers submitted 60 days after the end of the month in which travel expense was incurred will not be reimbursed. A copy of the Conference and Travel Reimbursement Voucher shall be retained by the department and the employee.

EXHIBIT 6

Economic Disclosure Statement (EDS)

MBE/WBE UTILIZATION PLAN (SECTION 1)

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

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

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

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

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

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

MBE/WBE Firm: Scarfe Consulting, LLC

Address: 60 W Terra Cotta Ave, #239, Crystal Lake, IL 60014

E-mail: dscarfe@dsgis.com

Contact Person: Danielle Scarfe Phone: 815-970-2418

Dollar Amount Participation: \$ TBD

Percent Amount of Participation: 7% %

*Letter of Intent attached? Yes No

*Letter of Certification attached? Yes No

MBE/WBE Firm: Urban GIS, Inc.

Address: 1021 W Adams, Suite LL#4, Chicago, IL 60607

E-mail: cn@urbangis.com

Contact Person: Chris Nimmo Phone: 312-666-7581

Dollar Amount Participation: \$ TBD

Percent Amount of Participation: 28% %

*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.**

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

MWBE Firm: Scarfe Consultingt, LLC. Certifying Agency: Cook County, IL
Address: 60 W Terra Cotta Ave #239 Certification Expiration Date: 06/26/2014
City/State: Crystal Lake IL 60014 FEIN #: 03-0418566
Phone: 815-970-2418 Fax: 847-930-3753 Contact Person: Danielle Scarfe
Email: dscarfe@dsgis.com Contract #: 1290-12816

Participation: [x] Direct [] Indirect

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

[x] No [] Yes - Please attach explanation. Proposed Subcontractor:

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

On-site Project Manager

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

7% - Dollar amount TBD

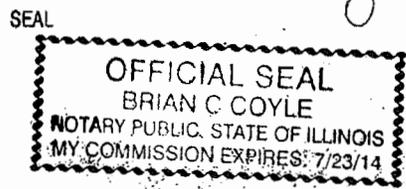
Terms - within 5 days of receipt of payment to prime contractor
(if more space is needed to fully describe MWBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

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

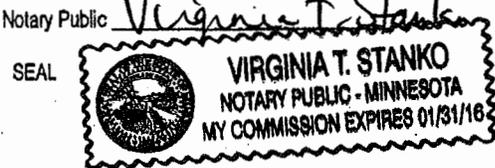
Danielle S. Scarfe
Signature (MWBE)
DANIELLE S. SCARFE
Print Name
SCARFE CONSULTING, LLC
Firm Name
10/22/2013
Date

Annette M. Theroux
Signature (Prime Bidder/Proposer)
Annette M. Theroux
Print Name
Geo-West & Associates, Inc
Firm Name
10/31/13
Date

Subscribed and sworn before me
this 22 day of October, 2013
Notary Public



Subscribed and sworn before me
this 31 day of October, 2013
Notary Public





OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

TONI PRECKWINKLE

PRESIDENT

**Cook County Board
of Commissioners**

EARLEAN COLLINS

1st District

ROBERT STEELE

2nd District

TERRY BUTLER

3rd District

STANLEY MOORE

4th District

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9th District

BRIDGET GAINER

10th District

JOHN P. DALEY

11th District

JOHN A. FRITCHEY

12th District

LARRY SUFFREDIN

13th District

GREGG GOSLIN

14th District

TIMOTHY O. SCHNEIDER

15th District

JEFFREY R. TOBOLSKI

16th District

ELIZABETH ANN COODY GORMAN

17th District

June 26, 2013

Ms. Danielle S. Scarfe
President
SCARFE Consulting, LLC
60 West Terra Cotta Ave. #239
Crystal Lake, IL 60014

Annual Certification Expires: June 26, 2014

Dear Ms. Scarfe:

Congratulations on your continued eligibility for Certification as a **WBE** by Cook County Government. This annual **WBE** Certification is valid until **June 26, 2014**.

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

Cook County Government may commence action to remove your firm as a **WBE** vendor if you fail to notify us of any changes of facts affecting your firm's certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of 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 Enterprise, Women Business Enterprise and/or Veteran Business Enterprise in the area(s) of specialty:

**TECHNOLOGY: GEOGRAPHIC INFORMATION SYSTEMS CONSULTING; PROJECT
MANAGEMENT, DESIGN AND IMPLEMENTATION**

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

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

Sincerely,

Jacqueline Gomez
Contract Compliance Director
JG/ehw

2014

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: Urban GIS Inc. Certifying Agency: City of Chicago
Address: 1021 W Adams, Suite LL#4 Certification Expiration Date: November 2013
City/State: Chicago IL Zip 60607 FEIN #: 51-0637535
Phone: 312-624-8152 Fax: 877-815-4450 Contact Person: Chris Nimmo
Email: cn@urbangis.com Contract #: 1290-12816

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:

On-site scanning and research

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

28% - dollar amount TBD
Terms-within 5 days of receipt of payment to prime contractor
(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

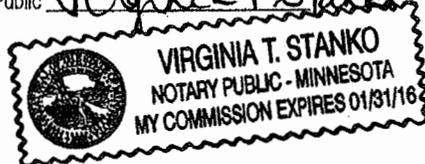
THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all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

Keith A. Seerles
Signature (M/WBE)
Keith A. Seerles
Print Name
Urban GIS
Firm Name
October 30 2013
Date

Annette M. Theroux
Signature (Prime Bidder/Proposer)
Annette M. Theroux
Print Name
Pa-West & Associates, Inc.
Firm Name
10/31/13
Date

Subscribed and sworn before me
this 30 day of October, 2013.
Notary Public Danielle Mitchell
SEAL

Subscribed and sworn before me
this 31st day of October, 2013.
Notary Public Virginia T. Stanko
SEAL





DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

October 3, 2013

Keith Searles
Urban GIS Inc.
500 W. Taft Drive
South Holland, IL 60473

Email: sj@urbangis.com

Dear Mr. Searles,

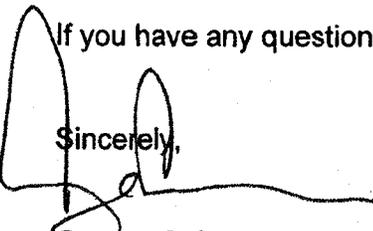
This letter is to inform you that the city of Chicago has extended your status as a Minority Owned Business Enterprise (MBE) until **November, 2013**. We are providing this extension to provide you with additional time to submit the correct recertification documents.

This extension does not guarantee eligibility in the program but will act as a courtesy extension until we receive all of the required documentation.

Please present this letter as evidence of your certification to be included with bid document submittals as needed.

If you have any questions, please feel free to call our office at 312-744-1929.

Sincerely,


George Coleman
Deputy Procurement Officer

GC/at

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

None

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

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

a) Is Bidder a "Local Business" as defined above?

Yes: _____ No: X

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

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

Yes: _____ No: X

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

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (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): _____

(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:

None

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 Pro-West & Associates, Inc. D/B/A: N/A EIN NO.: 41-1795858

Street Address: 8239 State 371 NW

City: Walker State: MN Zip Code: 56484

Phone No.: 218-547-3374

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
------	---------	---

Please see following page

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

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

N/A

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

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

Name	Address	Percentage of Beneficial Interest	Relationship
------	---------	-----------------------------------	--------------

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.

Annette M. Theroux

Name of Authorized Applicant/Holder Representative (please print or type)

Annette M. Theroux
Signature

atheroux@prowestgis.com

E-mail address

President

Title

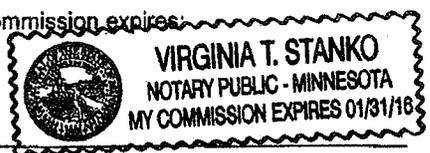
10/31/13
Date

(218) 547-3374
Phone Number

Subscribed to and sworn before me
this 31 day of 10, 2013.

x Virginia T. Stanko
Notary Public Signature

My commission expires:



Notary Seal



EDS-10, Item #1: Ownership Interest Declaration

Owners Name	Residence Address, City, State Zip Code	%Ownership
Annette M. Theroux	7315 Tall Pines Road NE, Bemidji, MN 56601	30.3%
Lee M. Westfield	33228 County Road 31 Laporte, MN 56461	12.0%
Lisa L. Schaefer	51160 W Mayberry Dr, Cass Lake, MN 56633	10%
Juliane R. Proper	6731 Ruffed Grouse Dr NW, Walker, MN 56484	9.5%
Kendis K. Scharenbroich	1751 Wolf Lake Dr SE, Bemidji, MN 56601	8.2%
Jennifer L. Ward	3951 Allens Bay Dr SE, Cass Lake, MN 56633	5%
Joshua L. Marsh	333 Paul Miller Lane, Bemidji, MN 56601	5%
Brandon L. Crissinger	17624 210 th Street, Park Rapids, MN 56470	5%
Kyle J. Heideman	6388 Ponderosa Dr NW, Walker, MN 56484	5%
Lucas J. Scharenbroich	35317 W Shore Dr, Crosslake, MN 56442	5%

It's important to know

8239 State 371 NW | PO Box 812 | Walker, MN 56484
PH 218.547.3374 | FX 218.547.3375 | www.prowestgis.com | consult@prowestgis.com



COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040

CHICAGO, ILLINOIS 60602

312/603-4304

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

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

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

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

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

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

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

DEFINITIONS:

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

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

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

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

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

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

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

Name of Owner/Employee: _____ Title: _____

Business Entity Name: Pro-West & Associates, Inc Phone: _____

Business Entity Address: _____

_____ 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.

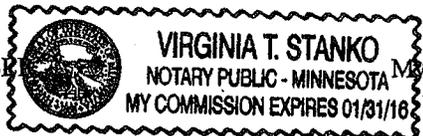
Carotte M. Heroux _____ 10/31/13
Owner/Employee's Signature Date

Subscribe and sworn before me this 31st Day of October, 2013

a Notary Public in and for Cass County

Virginia T. Stanko
(Signature)

NOTARY PUBLIC
SEAL



Commission expires January 31, 2016

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

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

SIGNATURE BY A CORPORATION
(SECTION 9)

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

BUSINESS NAME: Pro-West & Associates, Inc.

BUSINESS ADDRESS: 8239 State 371 NW, Walker MN 56484

BUSINESS TELEPHONE: (218) 547-3774 FAX NUMBER: (218) 547-3375

CONTACT PERSON: Annette Theroux

FEIN: 41-1795858 *IL CORPORATE FILE NUMBER: 6445-395-5

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Annette Theroux VICE PRESIDENT: Lee Westfield
Kendis Scharenbroich

SECRETARY: Kendis Scharenbroich TREASURER: Kendis Scharenbroich

**SIGNATURE OF PRESIDENT: Annette M. Theroux

ATTEST: Kendis K. Scharenbroich (CORPORATE SECRETARY)

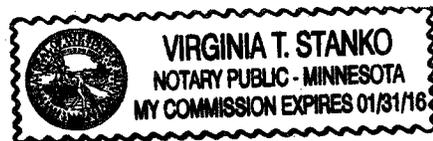
Subscribed and sworn to before me this
31st day of October, 2013.

x Virginia T Stanko
Notary Public Signature

My commission expires:

January 31, 2016

Notary Seal



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

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

COOK COUNTY SIGNATURE PAGE
(SECTION 10)

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

John E. M.

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 25 DAY OF February, 2014.

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

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

1290-12816

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 186,486.00
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

NOT REQUIRED

ASSISTANT STATE'S ATTORNEY
(Required on contracts over \$1,000,000.00)

FEB 19 2014

COM _____