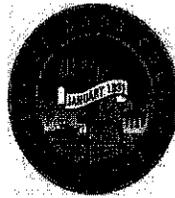


**Contract No. 1323-12442**

**Cook County Inmate Telephone System Auditing and Consulting Services**

**Contract For Service**

Between



**COOKCOUNTYGOVERNMENT**

Office of the Chief Procurement Officer

**And**

**Praeses, LLC**

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

OCT 02 2013

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**Toni Preckwinkle**  
Cook County Board President

**Shannon E. Andrews**  
Chief Procurement Officer

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# PROFESSIONAL SERVICES AGREEMENT

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Exhibit 1	Scope of Services
Exhibit 2	Schedule of Compensation
Exhibit 3	Evidence of Insurance
Exhibit 4	Board Authorization

## AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and Praeses, LLC, doing business as a limited liability corporation of the State of Louisiana hereinafter referred to as "Contractor", pursuant to authorization by the Cook County Board of Commissioners on the 2nd day of October, 2013, as evidenced by Board Authorization letter attached hereto as EXHIBIT "4".

## BACKGROUND

*The County of Cook issued a Request for Proposals "RFP" for Inmate Telephone System Auditing and Consulting Services. Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Contractor was selected based on the proposal submitted and evaluated by the County representatives.*

*Contractor 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 Contractor agree as follows:

## TERMS AND CONDITIONS

### ARTICLE 1) INCORPORATION OF BACKGROUND

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

### ARTICLE 2) DEFINITIONS

#### a) Definitions

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

"Additional Services" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance

required by this Agreement. Any Additional Services requested by the Department require the approval of the Chief Procurement Officer in a written modification to this Agreement before Contractor is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

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

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

**"Contractor"** as used herein, means the Praeses entity that is providing Services to the County under this Agreement.

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

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

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

**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

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

**a) Scope of Services**

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

**b) Deliverables**

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

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

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

**e) Standard of Performance**

Contractor must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a Contractor performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Contractor 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, Contractor agrees to be held to the standard of care of a fiduciary.

Contractor 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. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its Subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Department and delivered in a timely manner consistent with the requirements of this Agreement.

If Contractor fails to comply with the foregoing standards, Contractor 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 Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the County's rights against Contractor either under this Agreement, at law or in equity.

**d) Personnel**

**i) Adequate Staffing**

Contractor 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. Contractor must include among its staff the Key Personnel and positions as identified below. The level of staffing may be revised from time to time by notice in writing from Contractor 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**

Contractor must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "Key Personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). The Department may at any time in writing notify Contractor that the

County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor 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**

Contractor 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 Contractor underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Contractor, 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 Contractor 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, Contractor must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director. Contractor'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. Contractor must utilize minority and women's business enterprises at the amounts committed to by the Contractor for this Agreement in accordance with Section 1 of the Economic Disclosure Statement.

**f) Insurance**

Contractor must provide and maintain at Contractor's own expense, during the term of this Agreement and any time period following expiration if Contractor 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**

**Waiver of Subrogation and Insurance Requirements**

**Subrogation and Waiver**

The Contractor shall require all policies of insurance that are in any way related to the work to include clauses providing that each underwriter shall waive all of its rights of recovery, under subrogation or otherwise, against Cook County, Board of Commissioners and employees of the County.

The Contractor shall waive all rights of recovery against Cook County, Board of Commissioners and employees of the County which Contractor may have or acquired because of deductible or clauses in or inadequacy of limits of any policies of insurance that are in any way related to the work.

**Insurance Requirements of the Contractor**

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

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract. The Commercial General Liability insurance shall be on a primary, non-contributory basis and shall not be excess to any insurance or self-insurance maintained by the County.

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

Contractor shall require all Subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Contractor unless specified otherwise.

The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

**Coverages**

(a) **Workers Compensation Insurance**

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

The Workers Compensation policy shall also include the following provisions:

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

(b) **Commercial General Liability Insurance (Primary and Umbrella/Excess)**

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 \$2,000,000 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) Contractual Liability;
- (c) Products/Completed Operations;
- (d) Employees included as additional insured;
- (e) Broad Form Property Damage Liability;
- (f) Cross Liability.

(c) **Commercial Automobile Liability Insurance**

When any motor vehicles are used in connection with the Services to be performed, Contractor 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: Liability - All Autos: Bodily Injury & Property Damage - \$1,000,000 per Occurrence

(d) **Professional Liability / Software Errors and Omissions Insurance**

Contractor 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 Contractor's obligations under this Agreement, and shall have a limit of liability of not less than \$2,000,000 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. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

Subcontractors performing services for the Contractor must maintain limits of not less than \$1,000,000 with the same terms in this section.

**Additional Requirements**

(a) **Additional Insured**

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

(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 required under terms of this Contract shall be endorsed to provide that the insurance company or the insurance broker 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 Contractor commences performance of its part of the work, Contractor shall furnish to the County certificates of insurance maintained by Contractor. 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 Contractor's obligations to obtain insurance pursuant to these insurance requirements.

(g) **Indemnification**

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any

claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

**h) Confidentiality and Ownership of Documents**

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Contractor's performance hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. Upon advance written approval of the County CIO, Contractor shall have the right to collect, compile and analyze anonymous data to identify and track industry trends, which it may share with other clients; the County CIO may limit the scope of such approval or, in writing, revoke any such approval at any time without limitation. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Contractor to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Contractor's own purposes or for those of any third party. Upon advance written approval of the County CIO, Contractor shall have the right to collect, compile and analyze anonymous data to identify and track industry trends, which it may share with other clients; the County CIO may limit the scope of such approval or, in writing, revoke any such approval at any time without limitation. During the performance of the Contract Contractor shall be responsible of any loss or damage to the Documents while they are in Contractor's possession, and any such loss or damage shall be restored at the expense of the Contractor. The County and its designees shall be afforded full access to the Documents and the work at all times.

Contractor shall treat all Documents and data, regardless of form, that Contractor receives from either the County or County's inmate telephone service provider ("ITSP") as County's confidential information.

Contractor shall treat all documents and data, regardless of form, that Contractor receives from either the County or County's ITSP as subject to County's obligations under the Illinois Local Records Act. Contractor shall retain all documents, data, and other information received from

either County or County's ITSP in conformance with the Illinois Local Records Act; and Contractor shall return all documents subject to Illinois Local Records Act prior to the end of this Agreement.

Should Contractor receive a third party request for any documents, data, or other information that Contractor received from either County or County ITSP during the performance of this Agreement, Contractor shall immediately notify County and afford County a reasonable opportunity to challenge such request prior to tender said requested documents, data or other information.

**i) Patents, Copyrights and Licenses**

If applicable, Contractor shall furnish the Chief Procurement Officer with all licenses required for the County to utilize any software, including firmware or middleware, provided by Contractor as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Contractor shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County. For avoidance of doubt, Contractor's internally developed, proprietary software and processes used in providing services under this agreement are not Deliverables. Therefore, Contractor shall not grant a license for this software to the County.

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

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

**j) Examination of Records and Audits**

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

establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

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

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

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

**k) Subcontract Subcontracting or Assignment of Contract or Contract Funds**

Once awarded, this Contract shall not be further subcontracted or assigned, beyond the initially subcontracted MBE/WBE, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Contractor from its obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds,

either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

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

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

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

#### **ARTICLE 4) TERM OF PERFORMANCE**

##### **a) Term of Performance**

This Agreement takes effect when approved by the Cook County Board and its term shall begin on October 2, 2013 ("**Effective Date**") and continue until October 1, 2015 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

##### **b) Timeliness of Performance**

i) Contractor must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Contractor acknowledges that **TIME IS OF THE ESSENCE** and that the failure of

Contractor to comply with the time limits described in this Section 4b may result in economic or other losses to the County.

ii) Neither Contractor nor Contractor'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 Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the County. However, should County's actions result in a delay in the performance of Services by Contractor, County will accept reasonable schedule adjustments.

**c) Agreement Extension Option**

The Chief Procurement Officer may at any time before this Agreement expires elect to extend this Agreement for up to two (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 Contractor. 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 Contractor according to the Schedule of Compensation in the attached Exhibit 2 for the successful completion of services.

**b) Method of Payment**

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

**c) Funding**

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

**d) Non-Appropriation**

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County will notify Contractor 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 Contractor. No payments will be made or due to Contractor and under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

**e) Taxes**

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

**f) Contractor Credits**

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

**ARTICLE 6) DISPUTES**

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

the Chief Procurement Officer. Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

#### **ARTICLE 7) COMPLIANCE WITH ALL LAWS**

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

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

#### **ARTICLE 8) SPECIAL CONDITIONS**

##### **a) Warranties and Representations**

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

- i) warrants that Contractor 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 Contractor 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 Contractor 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 Contractor or Subcontractor for any purpose in the performance of its Services under this Agreement;
- iv) warrants that Contractor 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 Contractor 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 Contractor 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 9a and 9b.

**b) Ethics**

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

(1) no officer, agent or employee of the County is employed by Contractor 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 Contractor 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 Contractor, 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 Contractor 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, Contractor must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable. If provided, any non-public documents will be kept confidential by County, to the extent permitted by law.

**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) Contractor 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, Contractor must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Contractor is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Contractor's past or present clients. If Contractor becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.
- iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.
- v) The Contractor 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 Contractor's Services for others conflict with the Services Contractor is to render for the County under this Agreement, Contractor 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 Contractor under this Agreement, Contractor represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Contractor 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**

Contractor and any assignee or Subcontractor of Contractor 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 Contractor to the County.
- ii) Contractor's material failure to perform any of its obligations under this Agreement including the following:
  - (a) Failure due to a reason or circumstances within Contractor'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 Contractor'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 Contractor without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.

iv) Contractor's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Contractor 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 Article 7 in the performance of the Agreement.

(vi) Contractor'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 Contractor in default. The Chief Procurement Officer may in his sole discretion give Contractor 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 Contractor 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 Contractor 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 Contractor 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, Contractor 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 terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;

ii) The right of specific performance, an injunction or any other appropriate equitable remedy;

iii) The right to money damages;

iv) The right to withhold all or any part of Contractor's compensation under this Agreement;

v) The right to consider Contractor 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 Contractor to continue to provide the Services despite one or more events of default, Contractor 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 9a and 9b 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 Contractor. The County will give notice to Contractor in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Contractor 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 60 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, Contractor 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 Contractor must attempt to agree on the amount of compensation to be paid to Contractor, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Contractor is in full settlement for all Services satisfactorily performed under this Agreement.

Contractor 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. Contractor will not be entitled to make any early termination claims against the County resulting from any Subcontractor's claims against Contractor or the County to the extent inconsistent with this provision.

If the County's election to terminate this Agreement for default under Sections 9a and 9b 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 9c.

**d) Suspension**

The County may at any time request that Contractor suspend its Services, or any part of them, by giving 15 days prior written notice to Contractor 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. Contractor 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 Contractor when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Contractor 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, Contractor by written notice may treat the suspension as an early termination of this Agreement under Section 9c.

**e) Right to Offset**

i) In connection with performance under this Agreement:

The County may offset any excess costs incurred:

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

(ii) if the County exercises any of its remedies under Section 9b 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, Contractor is liable for and must promptly remit to the County the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the County.

**f.) Delays**

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

**g.) Prepaid Fees**

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

**ARTICLE 10) GENERAL CONDITIONS**

**a) Entire Agreement**

**i) General**

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

**ii) No Collateral Agreements**

Contractor 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 Contractor to enter into this Agreement or has been relied upon by Contractor, 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**

Contractor acknowledges that Contractor 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. Contractor did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Contractor 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 during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing.

In the case of Contracts approved by the Chief Procurement Officer, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. In the case of contracts approved by the Board, the CPO shall have the authority to execute Contract amendments on Contracts approved by the Board; provided, however, that the total of such amendments does not extend the Contracts by more than one (1) year and does not increase the original Contract by more than \$150,000 during the term of the Contract. The "amount" of a Contract shall mean the maximum amount payable under such Contract.

No person has the power or authority to approve, authorize or execute an amendment to the Contract in the amount of \$150,000 or more without approval of the County Board.

Contractor is hereby notified that, except for modifications and amendments which are made in accordance with this Section 10.c., Modifications and Amendments, no County department or employee thereof has authority to make any modifications or amendments to this Contract. Any modifications or amendments to this Contract made without the express written approval of the Board, or where applicable, the Chief Procurement Officer is void and unenforceable.

**d) Governing Law and Jurisdiction**

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

**e) Severability**

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

**f) Assigns**

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

**g) Cooperation**

Contractor 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, Contractor must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Department in connection with the termination or expiration.

**h) Waiver**

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

Whenever under this Agreement the County by a proper authority waives Contractor's performance in any respect or waives a requirement or condition to either the County's or Contractor'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 Contractor 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 Contractor and the County. The rights and the obligations of the parties are only those expressly set forth in this Agreement. Contractor 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 Contractor 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 Contractor performing the Services required under this Agreement.
- ii) Contractor 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 Contractor.

**j) Governmental Joint Purchasing Agreement**

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

**ARTICLE 11) NOTICES**

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

If to the County: COOK COUNTY BUREAU OF TECHNOLOGY  
69 W. Washington, Suite 2700  
Chicago, Illinois 60602  
Attention: Chief Information Officer

and

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

If to Contractor: PRAESES, LLC  
330 Marshall Street, 8<sup>th</sup> Floor  
Shreveport, LA 71101  
Attention: Ms. Ann O'Boyle  
Cc: Lynn Boudreaux, Corporate Counsel

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 Contractor 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 Contractor have been made with complete and full authority to commit Contractor 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.

## APPENDIX II - Certification

COOK COUNTY  
OFFICE OF THE CHIEF PROCUREMENT OFFICER  
CERTIFICATION FOR CONSULTING OR AUDITING SERVICES  
OFFICES OF THE PRESIDENT

This Certification is made and required pursuant to Section 34-193 (a) of the Procurement Code, and must be completed by any Contractor providing Consulting or Auditing Services for Cook County. For purposes of this Certification, "County" shall mean the offices which are administered by the President of the County Board. 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 to.

### SECTION 1: CONTRACTOR'S INFORMATION

COMPANY NAME: Praeses, LLC

ADDRESS: 330 Marshall Street, Suite 800, Shreveport, LA 71101

TELEPHONE: (318) 424-8125 x 3104

CONTACT NAME: Kempton Schwab

CONTACT EMAIL: kempton.schwab@praeses.com

### SECTION 2: AFFILIATE INFORMATION

If the Contractor has any "Affiliates" please provide the names, addresses and telephone numbers of each Affiliate below. For purposes of this Certification "Affiliates" shall mean a person or "Entity" that directly or indirectly controls the Contractor, is controlled by it, or with the Contractor, is under common control of another person or entity. For purposes of this Certification, "Entity" shall mean 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.

No Affiliates.

### SECTION 3: CONTRACT INFORMATION

- a. This Certification relates to the following Contract: RFP 13-23-12442, Cook County Inmate Telephone System Auditing and Consulting Services
- b. The Contractor is providing the following type of Services: [ X ] Auditing or [X] Consulting
- c. The Contractor is providing the Services under the Contract for the following Cook County Business Unit or Office: Cook County Sheriff's Department of Corrections and Cook County Bureau of Technology
- d. Is the Contractor or its Affiliates, if any, providing Consulting or Auditing Services, either directly, or as a subcontractor to the County under any other Contracts? [ ] Yes or [X] No.

3/2013

If yes, please state the other Contract Number(s) and the Nature of Services.

No Other Contracts

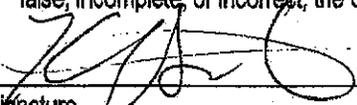
**THE CONTRACTOR ACKNOWLEDGES, UNDERSTANDS AND AGREES AS FOLLOWS:**

a. It has read Section 34-193 (a) of the Procurement Code, which provides as follows:

The County will not enter into any Contract for Auditing Services, nor shall it consent to a subcontract for such Auditing Services, with any Person, if such Person, or any Affiliate of such Person, has a Contract or subcontract for consulting services for or with the County. Additionally, the County will not enter into any Contract for Consulting Services, nor shall it consent to a subcontract for such Consulting Services, with any Person, if such Person, or any Affiliate of such Person, has a Contract or subcontract for Auditing Services for or with the County. For purposes of this provision, "County" shall refer only to offices which are administered by the President of the County Board and shall not refer to offices which are administered by Elected Officials.

b. The Contractor's Services under the Contract shall not violate Section 34-193 (a) of the Procurement Code.

c. The information provided herein is a material inducement to the CPO's execution of the Contract, and the CPO may rely on the information provided herein. The Contractor warrants that the information contained herein is true and correct. If the CPO determines that any information provided herein is false, incomplete, or incorrect, the CPO may terminate the Contract.

  
\_\_\_\_\_  
Signature

Kempton Schwab  
\_\_\_\_\_  
Name (Type or Print)

President  
\_\_\_\_\_  
Title

5/8/2013  
\_\_\_\_\_  
Date

LETTER OF AGENCY



LETTER OF AGENCY

TO: Inmate Telephone Service Equipment Providers and Billing Companies
Commissary Providers
Jail Management System Providers
Video Visitation Providers
Ancillary Service Providers

The undersigned appoints Praeses, LLC as Agent (hereinafter the "Agent") to obtain all information and manage all aspects of the inmate telephone service and related services/products you provide to the undersigned COUNTY, including but not limited to, remote access, receiving commissions, revenue reports, traffic detail reports, raw call detail records, billing files, LEC reject reports and any and all other data and reports that are deemed necessary and approved by COUNTY for the Agent to oversee, fully analyze and reconcile monthly traffic activity, historical traffic activity and contract terms regarding inmate telephone service and related services/products, as well as coordinate any modifications (including system interfaces) to the inmate telephone environment and related services/products. The undersigned also confirms that it continues to have the option to act on its own behalf regarding any inmate telephone and ancillary service issues relating to the locations owned, operated and/or managed by the undersigned.

You are hereby released from any and all liability for making pertinent information available to the Agent, and/or any successor or assignee, provided that the County has approved such successor or assignee, and for following the Agent's instructions with reference to any request for information on the undersigned's public and/or inmate telephone service. Furthermore, this Letter of Agency hereby revokes and cancels any prior Letters of Authorization/Agency which may be on file with your establishment.

Unless otherwise directed by the County, you may deal directly with the Agent on all matters pertaining to said public and/or inmate telephone service and should follow the Agent's instructions with reference thereto. This authorization will remain in effect until you are otherwise notified in writing by the County. The County reserves the right to cancel this Letter of Agency at anytime.

Cook County:

Agent: PRAESES, LLC

Signature Date

Signature Date

Name (Print or Type)

Name (Print or Type)

Title

Title

Cook County Address

330 Marshall Street, 8th Floor, Shreveport, LA 71101
Agent's Address

(318) 424-8125

**ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENT  
INDEX**

<b>Section</b>	<b>Description</b>	<b>Pages</b>
Instructions	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1
2	Letter of Intent	EDS 2
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 3
4	Certifications	EDS 4, 5
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 6 – 12
6	Sole Proprietor Signature Page	EDS 13a/b/c
7	Partnership Signature Page	EDS 14/a/b/c
8	Limited Liability Corporation Signature Page	EDS 15a/b/c
9	Corporation Signature Page	EDS 16a/b/c
10	Cook County Signature Page	EDS 17

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Sections 6, 7, 8, 9: Execution Forms.** The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; Section 8 is the form for a Limited Liability Corporation, and Section 9 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand-writing the information required.

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

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

**MBE/WBE UTILIZATION PLAN**  
**Section 1**

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

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

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

**II.**       **Direct Participation of MBE/WBE Firms**                       **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: Unicom  
Address: 12757 S. Western Avenue, Blue Island, IL 60406  
E-mail: pfox@unicomcorp.com  
Contact Person: Patricia Fox Phone: 708-239-8000  
Dollar Amount Participation: \$ 2,371.50 per month minimum plus initial customization fee of \$116.25 totaling \$57,032.25.  
Percent Amount of Participation: n/a

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

MBE/WBE Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Dollar Amount Participation: \$ \_\_\_\_\_  
Percent Amount of Participation: \_\_\_\_\_ %

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

Attach additional sheets as needed.

**\*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 reverse auction event date.**

Revised: 4/15/11

Cook County Government  
Letter of Intent

M/WBE Firm: Unicom

Certifying Agency: Cook County

Address: 12757 S. Western Avenue

Certification Expiration Date: 1/09/2014

City/State: Blue Island, IL Zip: 60406

FEIN #: 20-1973800

Phone: 708-239-8000 Fax: 708-388-1966

Contact Person: Patricia Fox

Email: pfox@unicomcorp.com

Contract #: 13-23-12442

Participation:  Direct  Indirect

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

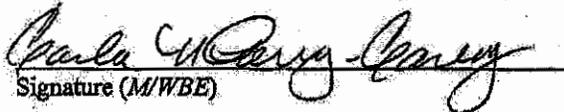
No  Yes - Please attach explanation. Proposed Subcontractor: \_\_\_\_\_

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: Extending Praeses' telephone support service responsibilities to CCDOC by 24x7x365. Activities will include, but not limited to, responding to and addressing inbound calls from the facility itself, internal correctional officers, or end-users experiencing difficulties receiving calls from CCDOC inmates and the creation of tickets relating to trouble-shoot and help-desk support.

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services: \$2,371.50 per month for 3,000 minutes of live agent assisted time. An overage will be charged if the minutes exceed the allotted time of 3,000 at a rate of \$0.86 per minute thereafter. Additional fees include \$116.25 per programming hour and an hourly fee for initial agent training. Unicom will invoice Praeses monthly and payment is due within 15 days of receipt.

*(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 they will enter into a formal written agreement for the above work, conditioned upon (1) Cook County's execution of a Prime Agreement with the Contractor; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a M/WBE firm for the above work. This Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

  
Signature (M/WBE)

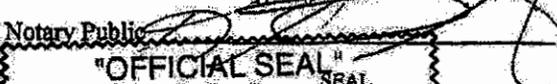
Carla N. Perry-Carey  
Print Name

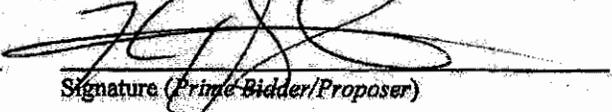
Unicom  
Firm Name

8/21/2013  
Date

Subscribed and sworn before me

this 21 day of August, 2013

Notary Public   


  
Signature (Prime Bidder/Proposer)

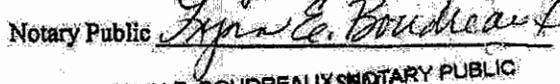
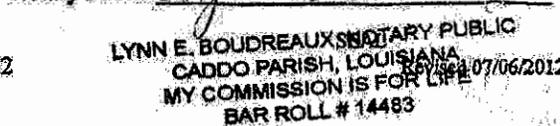
Kempton L. Schwab  
Print Name

Praeses, LLC  
Firm Name

21 Aug 2013  
Date

Subscribed and sworn before me

this 21 day of August, 2013.

Notary Public   


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.



**PRAESES™**

*Innovative Software and Services. Proven Results.*

## **Petition for Waiver of MBE/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)**

***Praeses Response: Read, agree and will comply.***

*The telephone calls and technology to be overseen and validated as described in this RFP are specialized and unique to the corrections industry where Praeses is the only company in the United States with the required independence and objectivity, confirmed expertise as well as relevant experience.*

*Experience in managing and/or oversight of other types of telecommunications such as government or private; land based or mobile calling including local, intralata, interlata, intrastate and interstate telephone calls and/or establishing or managing local area networks or wide area networks, overseeing VoIP and any other area of technical competency, does not provide the requisite capabilities to succeed in the services described in this RFP.*

*Inmate telecommunications has many complexities that others do not. These include, but are not limited to; variable call types (collect, prepaid collect, prepaid cards and debit), security features and functions (call recording and monitoring, three way and remote call forwarding detection, word detection, positive acceptance detection, pins, pans, voice biometrics, call schedules, call restrictions, investigative monitoring and alerts, variable inmate types (federal, state, immigration customs enforcement ("ICE") and the individual calling rate structures associated with specific inmate types as well as the required oversight by the state puc and fcc, privileged calls, variable integration solutions and more. All of which have expense, social and political ramifications. The experience Praeses has in this industry has been built over 14 years and is not something that can be subcontracted to an unqualified firm without diminishing the quality of service, efficiency and benefits to CCDOC.*

*Any subcontractor goal would require Praeses to request a partial waiver because of the unique and specialized nature of the services Praeses provides as elaborated upon above.*

- (2) The specification 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)**

***Praeses Response: Read, agree and will comply.***

*Not only is inmate telecommunications a highly specialized field of telephone and technology transactions unique to the corrections industry, but Praeses has yet to find another organization with the requisite expertise to provide the independent and objective oversight described in this RFP. The complexity of inmate telecommunications combined with the shortage of any other firms providing Praeses' comprehensive services have required Praeses to rely on the internal development of software, processes, procedures, and staff to oversee all aspects of its clients' needs.*

*The integration of consulting, compliance and reconciliations of all of the technology and transactions contemplated are all intertwined. Hypothetically, if an inexperienced consultant were to advise on the RFP standards for telephone vendors, it may not know how to structure the file formats or technology capabilities needed for call reconciliations; thus causing any subcontractor's benefit to be diminished due to the integration with Praeses and training required.*

*Because of the specificity and expertise involved, a substantial portion of the services Praeses provides cannot be outsourced without a significant compromise in quality. Further the concern is compounded as it relates to CCDOC, one of the more sophisticated and prominent correctional organizations in the country.*

*In preparation of its response, Praeses fully recognizes the MBE/WBE goals of Cook County and committed to achieving as much of Cook County's goals as possible. Praeses' efforts included a complete review of the Directory of Cook County Certified MBE/WBE Vendors as provided by the Cook County Office of Contract Compliance, numerous internal meetings to evaluate the potential roles the available vendors would fill, and numerous discussions to potentially carve a portion of the services Praeses offers to its clients and any division of its services Praeses might be able to outsource.*

*After a comprehensive review and evaluation, Praeses identified two areas of its service it could potentially subcontract – market research and after hours call center support. Additional research and numerous discussions led to Praeses making the determination that "market research" could potentially compromise and expose client data in a way that Praeses could not justifiably risk or allow. Additional research of "after hours call center support" created an opportunity for Praeses to enhance the value it is able to provide to CCDOC as well as potentially allow Praeses to bring additional work to a Cook County Certified MBE/WBE firm for its existing and future client base.*

*Praeses proposes to contract with Unicom to extend its call center coverage to twenty-four hour call center service to CCDOC.*

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)**

***Praeses Response: Read, agree and will comply.***

*Although Praeses recognized it is not a Cook-County approved MBE/WBE firm, more than 30% of its company is owned by women. On 4/19/13, during an internal meeting, Praeses discussed Cook County's stated goal of 35% MBE/WBE participation. Praeses has decided to execute a letter of intent to subcontract after hours call center support based on the RFP requirements.*

o After Hours Call Center Support

- *On 4/19/13, Praeses began researching the list of Cook County Certified MBE/WBE vendors provided by Cook County's Office of Contract Compliance. In an attempt to locate vendors providing "after hours call center support", Praeses searched using the word "call center" as the criteria for its research. The research resulted in three matches; however, only one of the three listed firms focused on providing call center support, Unicom.*
- *On 4/19/13, Praeses called Unicom and spoke to Devin Bailey (Principal) and Patricia Fox (President).*
- *On 4/29/13, Praeses received Unicom's proposal.*
- *On 5/8/13, Praeses executed the letter of intent to contract with Unicom with specifics to be determined depending on the award of this RFP.*

o Market Research

- *On 4/19/13, Praeses began researching the list of Cook County Certified MBE/WBE vendors provided by Cook County's Office of Contract Compliance. In an attempt to locate vendors providing "market research", Praeses conducted a search utilizing the following key words: business analysis, competitive intelligence, public relations, journalism, market research, and marketing. The research resulted in a large number of matches. Praeses narrowed its search by visiting the websites of the matching firms.*
- *On 4/19/13, after visiting the respective websites, Praeses identified the following firms as potential matches: Blue Ocean Logic, Inc, Candleberrie Creative, Creative Quadrant, Inc, Stauber Design Studio, Inc, GMWA Marketing Designs, and JSH & A, Ltd.*
- *Beginning on 4/19/13, Praeses contacted all of the above firms. JSH & A, Creative Quadrant, and Stauber Design all said they did not provide the exact services sought by Praeses. At GMWA Marketing Designs, no one answered the phone and no voicemail picked up.*
- *Praeses narrowed the search to Blue Ocean Logic, Inc and Candleberrie Creative.*

(2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. **(Please attach)**

***Praeses Response: Read, agree and will comply.***

o After Hours Call Center Support

- On 4/9/13, Praeses began gathering information relative to pricing and Unicom's interest in participating in the RFP with Praeses.
- On 4/22/13, Praeses and Unicom signed a non-disclosure agreement so Unicom could provide references.
- On 4/24/13, Unicom provided references.
- On 4/25/13, Praeses checked references.
- On 4/26/13, Praeses conducted a phone call with Unicom President, Patricia Fox, to discuss further the services requested by Praeses and the capabilities of Unicom.
- On 4/29/13, Praeses received Unicom's proposal.
- On 5/8/13 Praeses executed a letter of intent to contract with Unicom with specifics to be determined depending on the award of this RFP.

o Market Research

- On 4/23/13, Praeses received references from Blue Ocean Logic, Inc and Candleberrie Creative and began contacting the references. The main points of contact at Blue Ocean were Rhea Steele and Brian Powers. At Candleberrie Creative, the main point of contact was Rachel Williams.
- On 4/30/13, Praeses received a pricing proposal from Rachel Williams.
- On 5/8/13, after additional research and numerous discussions, Praeses made the determination that "market research" could potentially compromise and expose client data in a way that Praeses could not justifiably risk or allow.

(3) Used the services and assistance of the Office of Contract Compliance staff. **(Please explain)**

***Praeses Response: Read, agree and will comply.***

*Praeses conducted a complete review of the Directory of Cook County Certified MBE/WBE Vendors as provided by the Cook County Office of Contract Compliance. Additionally, Praeses conducted a total of three phone conversations with the Compliance Office including Ms. Ernesha Kerr and Ms. Aleatha Easley, to receive additional clarification on the RFP and the processes for complying with Cook County's stated MBE/WBE goals.*

**THE BOARD OF COMMISSIONERS  
TONI PRECKWINKLE, PRESIDENT**



**COUNTY OF COOK  
BUREAU OF FINANCE  
OFFICE OF CONTRACT COMPLIANCE**

Earlean Collins	1 <sup>st</sup> Dist.	Bridget Gahar	10 <sup>th</sup> Dist.
Robert Steels	2 <sup>nd</sup> Dist.	John P. Daley	11 <sup>th</sup> Dist.
Jerry Bulter	3 <sup>rd</sup> Dist.	John A. Fritchey	12 <sup>th</sup> Dist.
William M. Beavers	4 <sup>th</sup> Dist.	Levrance Sumredin	13 <sup>th</sup> Dist.
Deborah Stone	5 <sup>th</sup> Dist.	Gregg Goatin	14 <sup>th</sup> Dist.
Joan P. Murphy	6 <sup>th</sup> Dist.	Timothy O. Schmelder	15 <sup>th</sup> Dist.
Jesus G. Garcia	7 <sup>th</sup> Dist.	Jeffrey R. Tobolski	16 <sup>th</sup> Dist.
Edwin Reyes	8 <sup>th</sup> Dist.	Elizabeth Ann Doody Gorman	17 <sup>th</sup> Dist.
Peter N. Silvestri	9 <sup>th</sup> Dist.		

County Building  
118 North Clark Street, Room 1020  
Chicago, Illinois 60602-1304  
TEL: (312) 603-5502

*REC'D 1/11/2013*

January 9, 2013

Ms. Carla Perry-Carey, President  
Unicom Associates, Inc.  
12757 South Western Avenue  
Blue Island, Illinois 60406

**Annual Certification Expires: January 9, 2014**

Dear Ms. Perry-Carey:

Congratulations on your continued eligibility for Certification as a **MBE/WBE** by Cook County Government. This annual **MBE/WBE** Certification is valid until January 9, 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 **MBE/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 will be listed on the Internet in the next edition of the Cook County Directory of Minority, Women and Veteran Business Enterprises. Your area of specialty will be listed as:

**COMMUNICATIONS: CALL CENTER; ANSWERING SERVICE**

Your firm's participation on County contracts will be credited toward **MBE** or **WBE** goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credited toward **MBE** or **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,

  
Paulette Brooks

Interim Contract Compliance Director

2015



## 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
Joseph P. Roddy	330 North Wabash, Suite 2100, Chicago, IL 60611

**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): None

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(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) X 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:

N/A

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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 (§2-810 *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 Prases, LLC D/B/A: N/A EIN NO.: 20-8083840

Street Address: 330 Marshall Street, Suite 800

City: Shreveport State: LA Zip Code: 71101

Phone No.: (318) 424-8125

### Form of Legal Entity:

Sole Proprietor  Partnership  Corporation  Trustee of Land Trust

Business Trust  Estate  Association  Joint Venture

Other (describe) Limited Liability Company

**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
Frank M. Auer		35.822%
	Trust #12-02	9.081%
	Trust #12-03	9.020%
	Trust #12-04	8.838%
	Trust #12-05	11.080%
Judith Woodham		11.080%
Kempton Schwab		11.080%

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

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

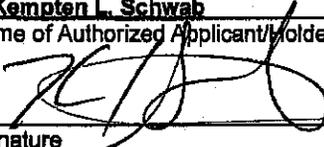
3. Is the Applicant constructively controlled by another person or Legal Entity?  Yes  No  
 If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

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

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

I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Kempton L. Schwab  
 Name of Authorized Applicant/Holder Representative (please print or type)  
  
 Signature

President  
 Title  
May 6, 2013  
 Date

kempton.schwab@praeses.com  
 E-mail address

(318) 424-8125  
 Phone Number

Subscribed to and sworn before me this 6th day of May, 2013  
 x Lynn E. Boudreaux  
 Notary Public Signature

My commission expires: LIFE  
 LYNN E. BOUDREAUX, NOTARY PUBLIC  
 CADDOPARISH, LOUISIANA  
 MY COMMISSION IS FOR LIFE  
 BAR ROLL # 14483  
 Notary Seal



## COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040  
CHICAGO, ILLINOIS 60602  
312/603-4304

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

### **FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:**

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

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

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

*Note:* A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at: [http://www.cookcountygov.com/taxonomy/ethics/Listings/cc\\_ethics\\_VendorList\\_.pdf](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.



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

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

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

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

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

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

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

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

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

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

Subscribed to and sworn before me this

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

My commission expires:

X \_\_\_\_\_

Notary Public Signature

\_\_\_\_\_

Notary Seal

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

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

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

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

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

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

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

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

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

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

Subscribed to and sworn before me this

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

My commission expires:

X \_\_\_\_\_

Notary Public Signature

\_\_\_\_\_

Notary Seal

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

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

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

BUSINESS NAME: PRAESES, LLC  
BUSINESS ADDRESS: 330 MARSHALL ST., STE 800, SHREVEPORT, LA 71101  
BUSINESS TELEPHONE: (318) 424-8125 FAX NUMBER: (318) 213-8137  
CONTACT PERSON: ANN O'BOYLE  
FEIN: 20-8083840 \* CORPORATE FILE NUMBER: \_\_\_\_\_  
MANAGING MEMBER: Frank M. Auer MANAGING MEMBER: \_\_\_\_\_

X \*\*SIGNATURE OF MANAGER: Frank M. Auer

ATTEST: Lynn E. Boudreaux ASST SEC, PRAESES, LLC

Subscribed and sworn to before me this  
26<sup>th</sup> day of September, 2013

X Lynn E. Boudreaux  
Notary Public Signature

LYNN E. BOUDREAUX, NOTARY PUBLIC  
CADDO PARISH, LOUISIANA  
MY COMMISSION IS FOR LIFE  
BAR ROLL # 14483  
\_\_\_\_\_  
Notary Seal

- \* If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.
- \*\* Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.

**SIGNATURE BY A CORPORATION**  
**(SECTION 9)**

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

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

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

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

CONTACT PERSON: \_\_\_\_\_

FEIN: \_\_\_\_\_ \*IL CORPORATE FILE NUMBER: \_\_\_\_\_

**LIST THE FOLLOWING CORPORATE OFFICERS:**

PRESIDENT: \_\_\_\_\_ VICE PRESIDENT: \_\_\_\_\_

SECRETARY: \_\_\_\_\_ TREASURER: \_\_\_\_\_

**\*\*SIGNATURE OF PRESIDENT:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_ **(CORPORATE SECRETARY)**

Subscribed and sworn to before me this

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

My commission expires:

X \_\_\_\_\_

Notary Public Signature

\_\_\_\_\_

Notary Seal

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

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

**EXHIBIT 1**  
**SCOPE OF SERVICES**

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## **SCOPE OF SERVICES**

The Contractor shall provide all the services detailed in its Technical Proposal for RFP No. 13-23-12442, including the following: (1) billing and calling reconciliation services for the County's ITS provider ("ITSP"), (2) consulting and market intelligence services for the development of a Request for Proposal ("RFP") for a future inmate telephone system ("ITS"), and (3) public ITSP complaint monitoring and handling, reporting and as-needed management services for the County's ITS . At a minimum, Contractor's Deliverables for these services shall include the following items listed in this Scope of Services:

### **I. BILLING AND CALLING RECONCILIATION**

The reconciliation services to be provided by Contractor include:

- Identify and maintain information surrounding all inmate telephone stations, call processing equipment, station identifiers, circuits and lines.
- Evaluate the accuracy of calling rates, fees, revenues and commissions.
- Utilize proprietary methods to detect errors and identify trends and anomalies.
- On a monthly basis, perform a reconciliation of call detail records ("CDRs"), calling rates, call billing records ("CBRs) and ITSP traffic reports to validate ITSP information and to ensure calls are rated, billed and commissioned properly.
- Provide monthly revenue reporting (including reports made available by its MBE/WBE subcontractor) to the County in a format approved by the County. Contractor will modify or revise the reporting formats as requested by the County and mutually agreed upon
- Conduct a historical reconciliation of CDRs, calling rates, CBRs, commission and traffic reports from the inception of the current ITSP contract to reconcile commissions County has received to those earned.
- Present findings to County and options for the resolution of each identified issue.

Work at the discretion of County to collect any earned but unpaid monies.

### **II. CONSULTING AND MARKET INTELLIGENCE**

Contractor will conduct in-depth requirements gathering and site surveys to understand the County's unique needs and requirements affecting its inmate communications environment. Contractor will consult with the County to:

- Advise the County of new technologies, regulations and industry trends.
- Consult through any RFP process or contract renewal process which will include, at County's sole option, RFP creation, Vendor RFP response summaries, contract negotiations and Vendor/equipment transitions.

- County and Contractor mutually agree on the following schedule for County's initial ITS RFP process. The RFP schedule is conditioned upon Reasonable Access and Reasonable Assistance, availability and responsiveness by County personnel. Should County reasonably determine that Contractor failed to meet a material milestone due to acts or omissions within Contractor's reasonable control and solely attributable to Contractor, then County must notify Contractor of the missed milestone(s), and after a 10 day cure period, if County reasonably determines that the milestone(s) has not been met, then the County may enforce a daily penalty of two hundred fifty (\$250.00) dollars until County reasonably determines that Contractor has met the milestone. County may enforce such penalty by subtracting that amount from its next due invoice to Contractor for management services.

Receipt of signed Letter of Agency ("LOA") from CCDOC	Within 7 days
Introduce Contractor dedicated Account Management team to CCDOC staff	Within 7 days
Initial meetings to validate contract expectations, roles to be filled by Contractor, and deliverables	Within 7 days
Complete a comprehensive requirements gathering necessary for the preparation of an inmate telephone service RFP	Within 30-60 days
Document initial inventory	Within 30-60 days
Prepare and submit initial draft of RFP specifications and requirements for review and approval by Cook County and CCDOC	Within 60 days
Evaluate needs/wants vs. industry availability	Within 60 days
Finalize inmate telephone RFP for its release	Within 60 days
Assist with mandatory site evaluation for RFP	Based on RFP schedule
Evaluate RFP responses	Based on RFP schedule
Present RFP evaluation and recommendations to Cook County and CCDOC	Based on RFP schedule
Draft, negotiate, and finalize contract with awarded inmate telephone service provider	Based on RFP schedule
Begin implementation plan with awarded inmate telephone service provider	Based on RFP schedule

- Monitor trends in current usage and in new technologies to assure up to date processes.
- Serve as County's researcher of inmate technology.
- Maintain contacts with all major inmate technology vendors and provide County with factual analysis of products and services.

- Prepare a market and technology assessment report for video visitation technologies to be implemented within Cook County Department of Corrections (“CCDOC”).
- Develop, with County, an RFP for an inmate telephone system potentially including video visitation, commissary integration, instant mail, and other automated account access services.
- Assist in developing an evaluation scorecard for the inmate telephone and video visitation proposal.

Where the terms “Reasonable Assistance” and “Reasonable Access” are used throughout this Scope of Services exhibit, those terms respectively mean that assistance and access that the County deems reasonable; assistance and access that would compromise the safety, security, or integrity of the County, its business, processes, investigations, or persons is never reasonable.

### **III. PUBLIC ITSP COMPLAINT MONITORING, REPORTING AND AS-NEEDED MANAGEMENT**

#### **(A). Public ITSP Complaint Monitoring and Handling**

As upon written request of the County’s CIO and at the County’s direction, Contractor will work with County to assist in identifying and resolving general public issues related to the inmate telecommunication environment at County’s facilities. Such monitoring, handling and support activities may include, at and under County’s direction:

- Contractor shall act as a single point of contact (“SPOC”) for the public to communicate complaints regarding the County’s ITS vendor.
- Contractor’s SPOC shall be available to the public to initiate a complaint, inquiry or other communication (“Ticket”) via toll-free telephone number or email.
- Contractor shall assign a unique tracking number to each Ticket and shall communicate the Ticket number to the customer at the time the customer first contacts Contractor.
- Contractor shall log the following data associated with each Ticket: customer name and contact information, current status of Ticket, priority of Ticket, description of complaint/inquiry, date and time of each communication with customer, description of each communication with customer, date and time of each resolution effort with County and County’s ITSP, resolution of Ticket, and customer’s satisfaction rating at the time of Ticket resolution.
- At least one of Contractor’s two SPOC methods shall be 100% available to the public; each of Contractor’s two contact methods shall be 99% available to the public.

- Contractor shall assign priorities to Tickets as required by County's sole discretion and communicated in advance to Contractor by written guidance.

As measured on the monthly basis, Contractor shall respond to customer's Tickets and resolve customer's Tickets according to the below six categories of average response times and resolution times. The resolution time is contingent upon County providing Contractor with timely decisions, direction and Reasonable Access to information requested by Contractor for the resolution of the issues at hand; should Contractor determine that County is not providing the aforementioned, Contractor shall follow the process for "failure to provide Reasonable Assistance" set forth below in this Scope of Services, Section II. Furthermore, upon execution of this agreement, County and Contractor shall agree in writing upon criteria (which may vary by Ticket type) by which to determine whether Tickets are resolved for purposes of measuring Ticket Times

TICKET PRIORITY	CONTRACTOR RESPONSE TIME	CONTRACTOR RESOLUTION TIME
High	2 hours	24 hours
Medium	12 hours	48 hours
Low	24 hours	96 hours

- Contractor shall provide the County with monthly reports that summarize and provide detailed supporting data sufficient to allow County to determine whether Contractor has conformed to all above requirements related to Contractor's SPOC.
- Should County reasonably determine that Contractor's average Ticket response times or average Ticket resolution times exceed more than three (3) of the above six (6) Ticket categories, as measured across all Tickets in each month but separately by each of six (6) categories, (such measurement hereinafter "Ticket Times SLA") then County must notify Contractor of the missed service level for that month ("Notification Month"). If, within any six (6) months following the Notification Month, if County reasonably determines that the Contractor fails to meet its Ticket Times SLA, then the County may enforce a monthly penalty of seven thousand five hundred (\$7,500.00) dollars in every month that Contractor fails to meet its Ticket Times SLA until Contractor meets the Ticket Times SLA for three (3) consecutive months, after which time County may not enforce another monthly penalty regarding the Ticket Times SLA without allowing Contractor an additional Notification Month. County may enforce such penalties

by subtracting that amount from its next due invoice to Contractor for management services.

- Should County reasonably determine that Contractor has failed to materially meet all other requirements associated with Contractor's SPOC (collectively, "SPOC Requirements") in a given month, then County must notify Contractor of the missed requirements for that month ("Notification Month"). If, within any six (6) months following the Notification Month, if County reasonably determines that the Contractor fails to materially meet all SPOC Requirements, then the County may enforce a monthly penalty of seven thousand five hundred (\$7,500.00) dollars in every month that Contractor fails to materially meet all SPOC Requirements until Contractor materially meets all SPOC Requirements for three (3) consecutive months, after which time County may not enforce another monthly penalty regarding SPOC Requirements without allowing Contractor an additional Notification Month. County may enforce such penalties by subtracting that amount from its next due invoice to Contractor for management services.
- At no time may the County enforce penalties for both Ticket Times SLA and SPOC Requirements in the same month.
- At all times, the County shall give the Contractor Reasonable Assistance allowing Contractor to meet its SPOC Requirements and Ticket Times SLA. In the event Contractor tenders documented evidence that County's failure to provide Reasonable Assistance caused Contractor to fail to meet its Ticket Times SLA or SPOC Requirements, then that month shall be disregarded for purposes of calculating above described penalties, the calculation of which shall otherwise continue as if the month without County's Reasonable Assistance was non-existent.
- In the event Contractor tenders documented evidence that County's failure to provide Reasonable Assistance caused Contractor to fail to meet its Ticket Times SLA or SPOC Requirements for three (3) months in one year, then Contractor and County shall renegotiate the above described Ticket Times SLA, SPOC Requirements, and corresponding penalties and enforcement mechanisms.
- On a quarterly basis, Contractor and County shall meet to review Contractors' reports, Ticket Times SLAs, SPOC Requirements, and County's Reasonable Assistance.

**(B). Operational and Performance Monitoring**

- Analysis regarding CDR and CBR including, the preparation of the following reports, both on a monthly and annual basis:
  - Comparison Report
  - Summary of Rating Discrepancies
  - Call Detail vs. Billing Files Validation
  - Bill Type Percentage Breakdown
  - Call Type Percentage Breakdown
- Contractor shall proactively monitor ITS call volumes and patterns in order to identify system errors or other issues before they are otherwise reported by end users.
- Contractor shall provide high-level and granular reports of call volumes and revenues, both on a monthly and annual basis.
- Contractor shall verify vendor's reports and commissions against Contractor's own reports, both on a monthly and annual basis.

**(C). As-Needed Oversight and Management Services**

As upon written request of the County's CIO and at the County's direction, Contractor will work with County to assist in overseeing, identifying and resolving inmate telecommunication issues in a manner that will allow Contractor to make recommendations to County on improving its inmate telecommunications environment. Such activities may include, at and under County's direction:

- Work with the County and its inmate telephone service provider ("ITSP") to facilitate optimal inmate telephone customer service from the Vendor.
- Work with the County and its ITSP to validate ITSP is tendering its contractually required deliverables.
- Monitor the response and resolution timeframes followed by the ITSP based on its tiered structure for repairs and outages. Any deficiencies shall be presented to County along with a recommendation for resolution; this includes remaining available to assist County with any repair/service issues with ITSP.
- Validate the completion of system upgrades and maintenance including the upkeep of manual cut-off switches.
- Validate the installation of additional equipment and features as requested by County.
- Review and analyze system performance, calling statistics, blocked number reports and free calling activity.
- Evaluate telephone to inmate ratio and trends in current usage.
- Assure ITSP security mechanisms are consistent with County requirements; this includes process for disconnecting telephones, configuration of related security

features, installation by ITSP of inmate telephones with the proper cord length and customized user profiles for access to the ITSP web application.

- Utilize remote access to ITSP's web application to verify all software components are implemented and operational.
- Conduct proactive testing of features such as live monitoring.
- Confirm ITSP reporting and commissions and prepare a monthly remittance reports to be provided to County.
- Research, identify and recommend opportunities for improvement in technologies, service and system optimization.
- Proactively monitor the ITS to identify system errors and issues.
- Create reporting at the inmate telephone, call type and bill type level, both on a monthly and annual basis.

#### **IV. KEY PERSONNEL**

The Contractor's team will include the following Key Personnel:

- Ms. Heidi Smith, Senior National Accounts Manager
- Ms. Ann O'Boyle, Director, Correctional Services Division

#### **V. COUNTY'S RESPONSIBILITIES**

(A). The County shall promptly execute the Letter of Agency (Exhibit B) designating Contractor as its authorized Agent with respect to all matters regarding the provisioning of ITS described herein.

(B). The County shall provide Contractor, to the extent possible, with County records to assist Contractor in providing the Scope of Services. Such information may include but not be limited to:

- Number of inmate telephones at each County facility;
- Average Daily Population and number of beds at each County facility;
- Numbers of phones located in each County Facility and used by inmates;
- Copies of current Vendor contracts and any amendments;
- Revenue and commission data for each inmate telephone at each County facility for the 18-month period prior to Contractor's management;
- Any other information pertinent to Contractor's management of the ITS.

(C). The County shall provide Contractor Reasonable Access to County facilities, upon background screening on Contractor's employees or subcontractors, during normal business hours for the purposes of inspecting, evaluating and monitoring the ITS quality. The County may also provide authorization for remote access (approved user level) from Vendor; provided

that Contractor implements sufficient security measures.

**(D).** County shall assist Contractor with obtaining data from Vendor if and/or when ITSP declines to give the requested data to Contractor.

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EXHIBIT 2

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SCHEDULE OF COMPENSATION

## SCHEDULE OF COMPENSATION

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This Schedule of Compensation describes the fees the Contractor will receive for providing Cook County with Inmate Telephone System Auditing and Consulting Services as detailed herein this contract.

### **Management Fee**

#### A. Monthly Management Fees

Contractor shall submit a monthly invoice to County and County shall pay Contractor a Monthly Fee of \$24,171.25 ("Monthly Management Fee") per month ("Invoiced Payment Method"). The Monthly Management Fee shall compensate Contractor for all services under this Agreement; provided that Contractor shall be additionally compensated, where applicable, by Reconciliation Compensation.

The County may elect to direct all monies paid by any ITSP to Consultant for analysis and validation prior to being remitted to County ("Deducted Payment Method"). If County elects the Deducted Payment Method, Consultant shall discount its Monthly Management fee by 5%. The Monthly Management fee shall be deducted before remitting the balance of the monies received from ITSP to the County. Under the Deducted Payment Method, Contractor shall submit to the County remittance reports and the aforementioned balance of monies received from the ITSP within 60 days following the receipt month of monies and traffic reports from the ITSP.

County reserves the right to alternate between the Invoiced Payment Method and Deducted Payment Method defined above twice during the term of this Agreement. Such change shall take effect with the next regular payment by the ITSP.

The County agrees that upon the expiration of the term of this Agreement, as set forth in Article 4 of the Professional Services Agreement, upon the County exercising its right to renew the Agreement for any additional term, the Contractor reserves the right to increase its Monthly Fee by the lesser of the Consumer Price Index for all Urban Consumers (CPI) or 3.57%. Contractor shall provide 60 days' written notice to County of any fee increases.

#### B. Reconciliation Fees

Reconciliation Compensation is defined as specific anomalies in revenue or commissions that meets all following conditions: (1) that is due to the County at a date certain, (2) that is not initially reported or paid by the ITSP at the subsequent date certain where ITSP is required to

pay or report ("RC Trigger Date"), (3) that Contractor later and solely identifies that ITSP should have paid or reported, and (4) that results in compensation paid to the County.

Reconciliation Compensation excludes:

1. Future amounts that the ITSP correctly reports or pays after Contractor first identifies specific anomalies; such correctly paid or reported future amounts shall not be included within the definition of Reconciliation Compensation simply because Contractor initially identified such anomalies.
2. Reconciliation Exclusions (as defined below).
3. Amounts that the ITSP owes but does not tender to the County. Under no circumstances shall Contractor hold any right, lien, or secured interest in amounts that the ITSP owes but does not pay to the County.
4. Amounts that the ITSP refunds or pays to the public or detainees. Under no circumstances shall Contractor have any right to compensation based upon amounts that the ITSP refunds or pays to the public or detainees, regardless of whether such refunds or payments are tendered to but not retained by the County.

There are two types of Reconciliation Compensation:

- Monthly Reconciliation Compensation ("MRC") is Reconciliation Compensation where the RC Trigger Date is any date (following the Effective Date of this Agreement) that the County's ITSP tenders or reports a recurring (e.g., monthly, quarterly, etc.) payment due to the County; MRC excludes HRC (defined below).
- Historical Reconciliation Compensation ("HRC") is Reconciliation Compensation where the RC Trigger Date is any date prior to the Effective Date of this Agreement where the County's ITSP was its ITSP on the effective date of this Agreement. HRC excludes MRC.

For MRC that County collects from its ITSP, the County shall tender an amount to Contractor equal to two and a half percent (2.5%) of the Reconciliation Compensation. For HRC that County collects from its ITSP, the County shall tender an amount to Contractor equal to twenty five percent (25%) of the Reconciliation Compensation.

The County shall tender such amount(s) related to HRC and MRC to the Contractor within 60 days of receiving such Reconciliation Compensation from its ITSP; provided that the County need not tender any such amount until the County has received such Reconciliation Compensation from its ITSP.

All Reconciliation Compensation (i.e., all MRCs and HRCs) exclude monies associated with any of the following: Monthly Billing Statement fees (\$2.49), AdvanceConnect funding fees (\$6.95), Monthly Wireless Administration fees (\$1.99), Federal Regulatory Recovery Fees (\$2.99), other Interstate Regulatory Recovery Fees, required regulatory charges, and taxes (all aforementioned excluded monies defined in County's existing inmate telephone service agreement, as amended,

with ITSP, as well as variances in the particular amounts charged for such fees, charges, and taxes be collectively known as "Reconciliation Exclusions"). Contractor and County agree that County has identified the Reconciliation Exclusions prior to the execution of this Agreement with Contractor. Reconciliation Exclusions shall be excluded from all Reconciliation Compensation regardless of whether the Reconciliation Compensation is HRC or MRC.

C. Renegotiation of Fees

If, in any fiscal year following 2013, the County's payments from its ITSP exceed three million and eight hundred thousand dollars (\$3,800,000), then Contractor shall have the right to renegotiate upward its Monthly Management Fee; and County shall participate in such renegotiation in good faith; provided that the following revenue shall be excluded from the calculation of the three million and eight hundred thousand dollar (\$3,800,00) threshold: (1) Reconciliation Compensation, (2) Reconciliation Exclusions, (3) amounts due to the County prior to the Effective Date of this Agreement, and (4) any other amounts not intended as commission payments for the operation of the County's ITS.

If Contractor has reason to believe that Historical Reconciliation Compensation will cause the County to receive more than three million and eight hundred thousand dollars (\$3,800,000), then the County shall have the right to renegotiate downward the amount that the County owes Contractor related to Historical Reconciliation Compensation; and Contractor shall participate in such renegotiation in good faith.

**EXHIBIT 3**

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**EVIDENCE OF INSURANCE**



**NOTEPAD:**

HOLDER CODE  
INSURED'S NAME **Praeses, LLC**

**PRAES-1**  
OP ID: **SW**

PAGE **2**  
DATE: **08/19/13**

**Commercial General Liability policy should be on a primary and non-contributory basis with respect to any insurance maintained by the County.**

RFP Number 1323-12442  
Cook County Inmate Telephone System Auditing and Consulting Services

EXHIBIT 4

BOARD AUTHORIZATION

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:



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 11 DAY OF OCTOBER, 2013

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

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

1323-12442

OR

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

\_\_\_\_\_

TOTAL AMOUNT OF CONTRACT: \$ 580,110.<sup>00</sup>  
(DOLLARS AND CENTS)

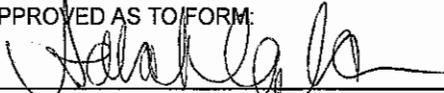
FUND CHARGEABLE: \_\_\_\_\_

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

OCT 02 2013

COM \_\_\_\_\_

APPROVED AS TO FORM:



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