

**PROFESSIONAL SERVICES AGREEMENT**  
**FOR**  
**PROVIDING SERVICES TO MAINTAIN AND ENHANCE A RESTORATIVE JUSTICE**  
**PROGRAM**

**CONTRACT NO.: 13-60-12569**

**BETWEEN**



**COOK COUNTY GOVERNMENT**

**STATE'S ATTORNEY**

**AND**

**ALTERNATIVES, INC.**

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**Toni Preckwinkle**  
**Cook County Board President**

**Shannon E. Andrews**  
**Chief Procurement Officer**

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## PART I

### AGREEMENT FOR SERVICES

This Contract is made and entered into on the date executed by and between the County of Cook, a body politic and corporate ("County"), through the Office of the State's Attorney of Cook County, ("SAO") and Alternatives, Inc. ("Contractor").

#### I. RECITALS

**WHEREAS**, the Office of the Juvenile Justice and Delinquency Prevention of the United States Department of Justice has made certain funds available pursuant to the Juvenile Accountability Block Grant Program (JABG); and

**WHEREAS**, the Illinois Criminal Justice Information Authority has been designated as the State Agency to administer the JABG Grant funds and a portion of these funds has again been allocated to the County of Cook for the purpose of facilitation of "Project Reclaim", an alternative response to the issues of youth who are involved in drug offenses, gun violence, and the communities victimized by these youth; and

**WHEREAS**, the Board of Commissioners of Cook County authorized receipt of said grant funds as well as administration of said funds for Project Reclaim by the Cook County Judicial Advisory Council and the State's Attorney of Cook County.

**WHEREAS**, the Office of the State's Attorney of Cook County, and in particular, its Juvenile Justice Bureau, has determined that it would further the aims of Project Reclaim to continue to spend a portion of grant funds on the services provided through Contractor.

**WHEREAS**, the Board of Commissioners of Cook County has authorized the Contract with Contractor. A copy of the Board authorization is attached hereto as **Exhibit A, Board Authorization Letter**.

**NOW, THEREFORE**, in consideration of the mutual covenants and premises set forth herein, the parties hereby agree as follows:

#### II. SCOPE OF PROGRAM

The Contractor shall be responsible for the coordination and provision of the Services set forth in **Exhibit B, "Scope of Work"** which is attached hereto and incorporated into this Agreement by Reference.

### **III. GRANT COMPLIANCE**

As a recipient of federal funds, the parties shall:

- Complete and keep on file the Immigration and Naturalization Service Employment Eligibility Form (I-9) to verify that persons employed to provide Services are eligible to work in the United States.
- Retain all records generated as a result of this project for three years as specified in the Interagency Agreement between the Illinois Criminal Justice Information Authority and the County of Cook.
- If directed by the SAO, jointly prepare progress reports and financial status reports.
- Comply with the applicable provisions in the Interagency Agreement between the Illinois Criminal Justice Information Authority and the County of Cook and any addenda thereto.

### **IV. PAYMENT FOR SERVICES**

Total payments to the Contractor under this Agreement shall not exceed Thirty eight thousand five hundred (\$38,500) Dollars. Payment terms are as follows:

All invoices for payments authorized under this grant shall be submitted to Cook County SAO by January 1, 2014, unless otherwise indicated in writing by Cook County or the SAO.

### **V. DURATION OF AGREEMENT**

This Agreement shall commence upon execution and shall be effective until all funds granted under this Agreement for the Program are exhausted, or until the Contractor's obligations under this Agreement have been fulfilled. The payments hereunder are designated for services provided from November 27, 2012 through November 26, 2013. The parties may agree in writing to an extension or modification of this Agreement for up to three additional one year terms.

### **VI. MISCELLANEOUS PROVISIONS**

#### **A. Third party beneficiaries**

Neither the recipients of services under the program, their children, nor any third parties are intended by the parties to be third party beneficiaries under this Agreement and therefore no action to enforce the terms of this Agreement may be brought against either party by any person who is not a party hereto.

## **B. Notices**

Unless otherwise specified herein, all notices between the parties shall be made in writing and delivered at the following addresses:

### **To the SAO:**

Joan Pernecke  
State's Attorney's Office  
1100 S. Hamilton, 6<sup>th</sup> Floor  
Chicago, Illinois 60612  
(312) 433-7000

### **To the Purchasing Agent of Cook County:**

Shannon Andrews  
Purchasing Agent of Cook County  
Suite 1018  
118 N. Clark St.  
Chicago, IL 60602

### **To the Contractor:**

Alternatives, Inc.  
Joseph Moldovan, Director of Finance  
Kerry Flory, Contracts and Grants Manager  
4720 N. Sheridan Road  
Chicago, IL 60640

All notices shall be effective upon their receipt by the persons or persons to whom they are directed.

## **C. Compliance with Laws**

The parties hereto agree to observe and comply with all applicable Federal, State and local laws which may in any manner affect performance under this Agreement.

## **D. Termination of the Agreement**

The SAO may terminate this Agreement by written notice at any time if either of the following events occur: (1) the funds for the program are withdrawn from the County by the granting authority pursuant to law, administrative regulation, or other basis beyond the control of the SAO; (2) a material breach by the Contractor in its provision of services is not cured within 30 days after receipt of notice of such breach from the SAO. The SAO may also terminate this Agreement at any time for convenience as provided in GC-24, Termination for Convenience and Suspension of Contract. In any event, any payments due the Contractor for actual services rendered as of the date of termination of this Agreement shall not be

withheld by the SAO.

**D. Confidentiality**

Contractor may not use or reveal any personal privacy data that may be gathered or procured through this program for any purpose other than to administer the services to the County as set forth herein.

**VII. GENERAL CONDITIONS**

Also attached and incorporated into this Agreement as Part II are the County's General Conditions for Service Contracts.

**VIII. EXHIBITS**

The following documents are attached to this Contract and incorporated herein:

1. Exhibit A - Board Authorization Letter
2. Exhibit B - Scope of Services
3. Exhibit C - Addendum to the Agreement

**IX. ORDER OF PRECEDENCE**

In the event that there is a conflict between or among any of the following documents specified below (which are collectively known as the "Contract"), the order of precedence of the documents shall be as follows:

- (1) Part I--Agreement for Services;
- (2) Exhibit B, Scope of Services
- (3) Part II--General Conditions - Contract For Services

The parties agree that the Contract is the complete agreement between the parties and replaces any prior oral or written agreement or communications between the parties relating to the subject matter hereof.

**END OF SECTION**

**GENERAL CONDITIONS  
SUPPLY/SERVICE**

CONTENTS

GC-01	SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS	GC-1
GC-02	PERSONNEL	GC-1
GC-03	INSURANCE	GC-2-4
GC-04	INSPECTION AND RESPONSIBILITY	GC-4
GC-05	INDEMNIFICATION	GC-4
GC-06	PAYMENT	GC-4
GC-07	PREPAID FEES	GC-4
GC-08	TAXES	GC-5
GC-09	PRICE REDUCTION	GC-5
GC-10	CONTRACTOR CREDITS	GC-5
GC-11	DISPUTES	GC-5
GC-12	DEFAULT	GC-6
GC-13	COUNTY REMEDIES	GC-6
GC-14	CONTRACTOR REMEDIES	GC-7
GC-15	DELAYS	GC-7
GC-16	MODIFICATIONS AND AMENDMENTS	GC-7
GC-17	PATENTS, COPYRIGHTS AND LICENSES	GC-8
GC-18	COMPLIANCE WITH THE LAWS	GC-8
GC-19	MINORITY AND WOMEN BUSINESS ENTERPRISES COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND CONSULTING SERVICE AND SOLE SOURCE	GC-8-11
GC-20	MATERIAL DATA SAFETY SHEET	GC-11
GC-21	CONDUCT OF THE CONTRACTOR	GC-11

**GENERAL CONDITIONS  
SUPPLY/SERVICE**

CONTENTS

GC-22	ACCIDENT REPORTS	GC-12
GC-23	USE OF THE COUNTY PREMISES	GC-12
GC-24	TERMINATION OF CONVENIENCE AND SUSPENSION OF CONTRACT	GC-12
GC-25	GENERAL NOTICE	GC-12
GC-26	GUARANTEES AND WARRANTIES	GC-13
GC-27	STANDARD OF DELIVERABLES	GC-13
GC-28	DELIVERY	GC-13
GC-29	QUANTITIES	GC-13
GC-30	CONTRACT INTERPRETATION	GC-14
GC-31	CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS	GC-14
GC-32	GOVERNING LAW	GC-14
GC-33	AUDIT; EXAMINATION OF RECORDS	GC-15
GC-34	WAIVER	GC-15
GC-35	ENTIRE CONTRACT	GC-15
GC-36	FORCE MAJEURE OR UNAVOIDABLE DELAYS	GC-16
GC-37	INDEPENDENT CONTRACTOR STATUS; NO THIRD PARTY BENEFICIARIES	GC-16
GC-38	GOVERNMENTAL JOINT PURCHASING AGREEMENT	GC-16
GC-39	COOPERATIVE PURCHASING	GC-16
GC-40	COOPERATION WITH INSPECTOR GENERAL	GC-16
GC-41	FEDERAL CLAUSES	GC-17-26

**GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS**

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

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

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

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

**GC-02 PERSONNEL**

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

**GC-03            INSURANCE REQUIREMENTS**

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

**Insurance Requirements of the Contractor**

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

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

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

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

**1.        Coverages**

**(a)        Workers Compensation Insurance**

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

The Workers Compensation policy shall also include the following provisions:

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

**GC-03      INSURANCE REQUIREMENTS (CON'T.)**

**(b)      Commercial General Liability Insurance**

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

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

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

**(c)      Comprehensive Automobile Liability Insurance**

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

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

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

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

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

**2.      Additional requirements**

**(a)      Additional Insured**

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

**(b)      Qualification of Insurers**

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

**GC-03      INSURANCE REQUIREMENTS (CON'T.)**

(c)      **Insurance Notices**

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

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

**GC-04      INSPECTION AND RESPONSIBILITY**

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

**GC-05      INDEMNIFICATION**

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

**GC-06      PAYMENT**

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

**GC-07      PREPAID FEES**

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

**GC-08 TAXES**

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

**GC-09 PRICE REDUCTION**

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

**GC-10 CONTRACTOR CREDITS**

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

**GC-11 DISPUTES**

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

**GC-12      DEFAULT**

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

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

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

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

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

**GC-13      COUNTY'S REMEDIES**

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

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

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

**GC-14      CONTRACTOR'S REMEDIES**

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

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

**GC-15      DELAYS**

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

**GC-16      MODIFICATIONS AND AMENDMENTS**

The parties may during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing.

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

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

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

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

**GC-17 PATENTS, COPYRIGHTS AND LICENSES**

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

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

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

**GC-18 COMPLIANCE WITH THE LAWS**

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

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

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

**I. POLICY AND GOALS**

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

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

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

II. **REQUIRED SUBMITTALS**

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

A. **MBE/WBE Participation Documentation**

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

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

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

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

B. Use of MBE/WBE Professionals

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

C. Affirmative Action Plan

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

III. NON-COMPLIANCE

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

IV. REPORTING/RECORD KEEPING REQUIREMENTS

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

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

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

**GC-19**

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

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

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

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

**V. EQUAL EMPLOYMENT OPPORTUNITY**

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

Any questions regarding this document should be directed to:

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

**GC-20 MATERIAL DATA SAFETY SHEET**

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

**GC-21 CONDUCT OF THE CONTRACTOR**

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

**GC-22 ACCIDENT REPORTS**

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

**GC-23 USE OF COUNTY PREMISES AND RESOURCES**

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

**GC-24 TERMINATION FOR CONVENIENCE AND SUSPENSION OF CONTRACT**

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

**GC-25 GENERAL NOTICE**

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

**TO THE COUNTY:**

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

**TO THE CONTRACTOR:**

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

**GC-26            GUARANTEES AND WARRANTIES**

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

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

**GC-27            STANDARD OF DELIVERABLES**

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

**GC-28            DELIVERY**

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

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

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

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

**GC-29            QUANTITIES**

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

**GC-30 CONTRACT INTERPRETATION**

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

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

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

**GC-31 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS**

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

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

**GC-32 GOVERNING LAW**

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

**GC-33      AUDIT; EXAMINATION OF RECORDS**

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

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

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

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

**GC-34      WAIVER**

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

**GC-35      ENTIRE CONTRACT**

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

**GC-36 FORCE MAJEURE OR UNAVOIDABLE DELAYS**

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

**GC-37 INDEPENDENT CONTRACTOR STATUS; NO THIRD PARTY BENEFICIARIES**

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

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

**GC-38 GOVERNMENTAL JOINT PURCHASING AGREEMENT**

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

**GC-39 COOPERATIVE PURCHASING**

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

**GC-40 COOPERATION WITH INSPECTOR GENERAL**

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

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

**GC-41      FEDERAL CLAUSES**

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

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

**2.      False or Fraudulent Statements and Claims**

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

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

**3.      Federal Interest in Patents**

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

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

**4. Federal Interest in Data and Copyrights**

- (a) **Definition.** The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.
- (b) **Federal Restrictions.** The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.
- (c) **Federal Rights in Data and Copyrights.** In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.
  - (1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and
  - (2) Any rights of copyright which the Contractor purchases ownership with Federal assistance.
- (d) **Special Federal Rights for Planning Research and Development Projects.** When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.

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

5. Records and Audits

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

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

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

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

**6. Environmental Requirements**

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

- (a) **Environmental Protection.** The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.
- (b) **Air Quality.** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (c) **Clean Water.** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (d) **List of Violating Facilities.** The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities ("List"), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.

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

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

7. **No Exclusionary or Discriminatory Specifications**

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

8. **Cargo Preference - Use of United States Flag Vessels**

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

9. **Fly America**

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

10. **No Federal Government Obligations to Third Parties**

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

11. **Allowable Costs**

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

**12. Trade Restrictions**

Contractor certifies that neither it nor any Subcontractor:

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

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

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

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

**13. Contract Work Hours and Safety Standards Act**

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

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

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

**14. Veteran's Preference**

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

**15. Copyright Ownership**

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

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

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

**16.      Accessibility Compliance**

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

**17.      Visual Rights Act Waiver**

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

**18.      Equal Employment Opportunity**

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

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

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

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

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

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

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

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

22. Rights to Inventions Made Under a Contract or Agreement

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

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

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

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

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

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

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

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

**END OF SECTION**

**Exhibit A**

**Board Authorization Letter**

**Exhibit B**  
**Scope of Work**

**PROGRAM TITLE:** Alternatives' Restorative Justice Program  
**AGREEMENT NUMBER:** 510014  
**PREVIOUS AGREEMENT NUMBER(S):** 507014, 508014, 509014  
**ESTIMATED START DATE:** November 27, 2012  
**SOURCES OF PROGRAM FUNDING:**  
*JABG FFY 10 Funds:* \$ 30,537.75  
*Matching Funds:* \$ 7,962.25  
*Over-Matching Funds:* \$ 0  
**Total:** \$ 38,500.00

**IMPLEMENTING AGENCY:** Alternatives, Inc.  
**ADDRESS:** 4730 North Sheridan Road  
Chicago, IL 60640  
**FEDERAL EMPLOYER IDENTIFICATION NUMBER:** 36-2720602  
**DATA UNIVERSAL NUMBERING SYSTEM NUMBER:** 079735593  
**AUTHORIZED OFFICIAL:** Judith M. Gall  
**TITLE:** Executive Director  
**TELEPHONE:** 773-506-7474  
**FAX:** 773-506-9420  
**E-MAIL:** jgall@alternativesyouth.org  
**PROGRAM FINANCIAL OFFICER:** ~~Christa Ojeda~~ Joseph Moldovan  
**TITLE:** ~~Interim~~ Director of Finance and Administration  
**TELEPHONE:** 773-506-7474  
**FAX:** 773-506-9420  
**E-MAIL:** jmoldovan@alternativesyouth.org

**PROGRAM AGENCY:** Alternatives, Inc.  
**ADDRESS:** 4730 N. Sheridan Rd.  
Chicago, IL 60640  
**PROGRAM DIRECTOR:** Carmen Curet  
**TITLE:** Youth Development Director  
**TELEPHONE:** 773-506-7474  
**FAX:** 773-506-9420  
**E-MAIL:** ccuret@alternativesyouth.org

**FISCAL CONTACT PERSON:** ~~Christa Ojeda~~ Joseph Moldovan  
**AGENCY:** Alternatives, Inc.  
**TITLE:** ~~Interim~~ Director of Finance and Administration  
**TELEPHONE:** 773-506-7474  
**FAX:** 773-506-9420  
**E-MAIL:** jmoldovan@alternativesyouth.org

**PROGRAM CONTACT PERSON:** Carmen Curet  
**TITLE:** Youth Development Director  
**TELEPHONE:** 773-506-7474  
**FAX:** 773-506-9420  
**E-MAIL:** ccuret@alternativesyouth.org

**EXHIBIT A:  
PROGRAM NARRATIVE**

**JUVENILE ACCOUNTABILITY BLOCK GRANT PROGRAM**

Please respond to each of the items in the following eight sections. The answers to these questions will be your proposal. You may use additional sheets if necessary.

**I. Description of Organization**

In this section, we are trying to gain a general sense of your agency's overall goals and activities, NOT solely the program for which you are seeking JABG funds.

1. Please provide a *brief* description of the program agency.

*Alternatives, Inc.* is a not-for-profit youth and family service agency established in 1971, serving Chicago's northeast communities of Uptown, Edgewater, Rogers Park, Lakeview, North Center, Lincoln Square, and West Ridge. The agency's mission is *to facilitate personal development, strengthen family relationships, and enhance the community's well-being.*

**II. Summary of Program**

This section will help us understand the program for which you are seeking JABG (federal and match) funds. **Do not** include a description of activities that will not be funded through JABG.

1. List the Goal(s) and Objective(s) of this program.

Goal(s):

Maintain and enhance a Restorative Justice program at Nicholas Senn High School (Senn) in the Chicago community of Edgewater.

Objective(s):

- 1). Provide on-going training and technical assistance to Senn teachers, school administrators, students, and parents in Balanced and Restorative Justice (BARJ) philosophy and principles.
- 2). Provide on-going training and technical assistance to Senn teachers, school administrators, students, and parents in the implementation, enhancement, and evaluation of a student-led Peer Jury, Peer Mediation, and Talking Circles.

2. Please provide the JABG purpose area(s) this program will address.

JABG Purpose Area: # 14

JABG Purpose Area: # \_\_\_\_\_

JABG Purpose Area: # \_\_\_\_\_

3. Please provide a narrative description of the program that is being proposed. This explanation should not exceed one page and should include (a) how the program will further the JABG purpose areas selected above, and (b) what strategies will be used to successfully implement the program.

Alternatives, Inc. is requesting \$40,000 from the State Attorney's Office/Juvenile Accountability Incentive Block Grant (JAIBG) for the implementation, maintenance, and enhancement of Restorative Justice programming at Senn High School (Senn). Senn is located in the Edgewater community in Northeastern Chicago and serves a diverse school population.

Alternatives' Restorative Justice programs focus on supporting youth in building skills and accountability to enhance school safety and prevent issues from becoming the purview of the juvenile justice system. In addition to creating changes for individuals, our programs promote a shift in school culture as school administrators and teachers develop a more restorative and effective means of dealing with discipline issues. An effective school-based program can impact culture in several ways: make the disciplinary process more collaborative and less confrontational; strengthen community and school connections and mutual support; build student ownership of the disciplinary process; and increase student and teacher emphasis on active listening, problem-solving, and teamwork skills.

For the upcoming grant period (November 27, 2012 – November 26, 2013), Alternatives' Restorative Justice staff will continue our strong and successful partnership with Senn in the maintenance, and enhancement of Restorative Justice programming. With the funds requested in this proposal, Alternatives will provide the following services:

- On-going training and technical assistance with Senn staff and students in restorative justice practices.
- Implementation, maintenance, and enhancement of Peer Jury, Peer Mediation, and Talking Circles at Senn.
- Observation and/or constructive feedback regarding Senn's hearings and agreements.
- Collaboration with Restorative Justice programs in neighboring high schools.
- Evaluation of school climate, disciplinary issues, current disciplinary options, and future direction of restorative justice programming.
- Referrals for wrap-around services to youth and families, as needed.

4. Discuss progress made toward securing other funds to continue the program upon expiration of federal funding.

Alternatives' Restorative Justice programs are funded by additional sources that assist us in serving schools and communities in our service area. Currently, Chicago Public Schools and various private corporations and foundations support Restorative Justice programming.

### III. Statement of Problem

This section should document the problem(s) faced by juveniles in your area that explains why this program is needed. Describe the juvenile crime and delinquency problem in your area and how it has changed in recent years. If the problem is system-oriented (e.g. insufficient number of detention beds), provide sufficient information to describe how the problem developed. Include as much quantitative data as possible; anecdotal information should be provided only if it supports quantitative data. Be sure to include a description of current efforts to address the problem(s), along with an explanation of why these efforts are not sufficiently reducing or eliminating the problem. When applicable, provide information that demonstrates an understanding of previous effective and/or ineffective efforts to address similar problems. Please limit your problem statement to two pages.

This proposal would target Senn High School in the Edgewater community of Chicago. The school serves 1,128 students, of whom 42.3% are Latino and 36% are African-American/Black, (Illinois School Report Card, 2011). According to Senn's 2011 report card issued annually by the Illinois State Board of Education and CPS, the school has low academic standing (Level 3) and is on probation.

Many of the young people at Senn are faced with numerous challenges—unstable family environments, poverty, immigration issues—that predispose them to unhealthy behaviors.

- Almost the entirety of the student body is composed of youth of color (94% total: 43.0% Hispanic 38.3% Black, and 12.7% American Indian/Alaska Native/Asian/Pacific Islander).
- A majority of students (87.9%) are low-income.
- More than 18% of students are enrolled in special education classes, and the school has a 16.7% limited English proficiency rate.
- The average daily student attendance is 81.7% of the total population, with a reported 6.5% chronically truant.
- Only 40.1% of Senn freshmen are on track to graduate.
- None of students taking the Prairie State Achievement Examination in 2011 met the Level 4, Exceeded Standards, in any category. Only 18.2% (reading), 18.2% (mathematics), and 12.3% (science) of the students who took the PSAE achieved Level 3, Meets Standards. The remaining majority of students were below the standards or were on academic warning.

While the school itself faces issues of low student attendance, chronic truancy, and other barriers to education, the individual students are faced with challenges in their own personal lives. The aforementioned disadvantages increase a young person's risk factors for violence and other behavioral issues. Youth struggle with these challenges in their student life and personal lives, often times making poor choices that have long-lasting

negative consequences. These negative consequences are further complicated by repeated, often worsening offenses.

By implementing restorative justice practices in the schools, youth are given additional supports to facilitate healthy choices to aide them in making better decisions. The BARJ model offers alternative ways for school systems to address behavioral issues proactively and before problems escalate to violence. By offering schools additional non-punitive options for discipline, restorative justice programming is able to de-escalate these issues (Groups 1-4 of the Chicago Public Schools Student Code of Conduct) before they worsen. Peer jury, peer mediation, and peer circles offer youth opportunities to understand how their actions affect their community. Youth are able to address the harm done in an environment that frames the issue with respect to its impact on the victim and the community. Youth gain communication and conflict-resolution skills that help them prevent problems from escalating, resulting in detentions or suspensions, or worse, arrests or incarcerations. By preventing issues from worsening, BARJ practices interrupt the "school-to-prison" pipeline.

The BARJ model also offers alternatives to out-of-school suspensions, which can decrease youth time in school. When youth decrease their time in school, they remove many of the healthy supports that can help them to cope with problems. By providing additional support systems to keep students in school, the youth increase their time in the school setting. Increased time in school has been shown to positively affect student's relationships with peers and teachers. The BARJ model has been shown to increase the connection violence reduction and increase student's options for successful completion of school. By helping youth deal with conflict in a more constructive way, youth are provided with the support they need to complete high school and lead more successful, healthier lives.

Senn does possess strengths. There is a great deal of community involvement in the school as evidenced by Senn's Strategic Plan which was developed by school personnel, parents, community representatives, and local legislators. Senn is a highly diverse school with students hailing from 55 different nations and more than 35 languages are spoken ([www.sennhs.org](http://www.sennhs.org)). Senn has shown great progress in implementing restorative justice practices over the past few years, and Peer Jury and Peer Mediation programs are beginning to improve school climate and student relations.

#### IV. Progress Review

This section should be filled out if this is a continuing grant only. If you are applying for a new grant, please mark N/A in each box and continue on to Section V.

1. Explain program progress during the past funding cycle(s) and progress toward program performance measures.

With previous fiscal year funding, Alternatives provided restorative justice technical assistance and consultation to Senn administrators, teachers, and students. Restorative justice practices have had a positive impact on this school community. During the 2011-2012 school year:

- 94 youth were served in restorative justice programming at Senn High School.
- 53 Peer Mediation cases were heard by Senn Peer Mediators and observed by Alternatives' Restorative Justice staff.
- 77% of all Peer Mediation cases resulted in successfully completed agreements.

2. Explain the impact the federal funds have had on your existing juvenile justice program.

Federal funds have supported the positions of Alternatives' Restorative Justice Manager and Restorative Justice Specialists. These individuals have assisted numerous schools within the Chicago Public School system in implementing, maintaining, and enhancing restorative justice programming to reduce student misconduct and enhance school climate. Due to the federal support, Alternatives specialists were able to deepen their expertise in the restorative justice field and expand their work from Senn to throughout the city. By implementing technical training with teaching staff throughout Chicago-land, Alternatives Restorative Justice department is better able to serve the growing need of youth throughout the city. In addition, Alternatives' Restorative Justice staff members have advocated for restorative practices throughout the City of Chicago and State of Illinois through facilitation of and participation in restorative justice networks and advocacy groups.

#### V. Performance Measurement

In this section, the applicant should list the performance measures that will be used to measure progress throughout the grant period. Each grantee receiving JABG funds is responsible for collecting information on performance indicators. All of the information regarding purpose areas and performance indicators (i.e., output indicators, short-term outcomes, and intermediate-term outcomes) must be selected from the options provided. These indicators should not be altered; doing so will preclude the ability of the state and federal efforts to aggregate the data provided. Outcome indicators, short-term outcomes, and intermediate-term outcomes should be selected based upon their relevance to the program's objective(s).

1. Please provide the appropriate performance measures for each JABG purpose area the program will address. You are required to pick appropriate performance measures for each indicator (i.e. select at least one output indicator, one short-term outcome indicator, and one intermediate term outcome indicator for each purpose area).

TAGC PURPOSE AREA (From Part A Instructions)	PERFORMANCE MEASURE (From Appendix A)	DATA FOR EACH PERFORMANCE MEASURE (From Appendix B)
14	Indicator #: 11 (output)	a. Number of planning or training events held during the reporting period. b. c.
	Indicator #: 12 (output)	a. Number of people trained during the reporting period.
	Indicator #: 1 (mandatory short-term outcome)	a. Number of youth who exited the program having completed program requirements b. Number of youth who left the program. c. Percent (a/b)
	Indicator #: 3 (mandatory short-term outcome)	a. Number of youth to participate in restorative justice. b. Number of youth served. c. Percent (a/b)
	Indicator #: 14 (intermediate-term outcome)	a. Number of youth to successfully complete their restorative justice requirements. b. Number of youth to have restorative justice requirements. c. percent (a/b)
	Indicator #: 15 (short-term outcome)	a. Number of program youth who were arrested or seen at juvenile court for a new delinquent offense during this reporting period. b. Number of program youth tracked for new arrests or delinquent offenses during this reporting period. c. Percent (a/b)

	Indicator #: 16 (long-term outcome)	a. Number of program youth who exited the program 6 – 12 months ago and were arrested or seen at a juvenile court for a new delinquent offense. b. Number of program youth who exited the program 6 – 12 months ago and were tracked for new arrests and delinquent offenses. c. Percent (a/b)
	Indicator #: 17 (short-term outcome)	a. Number of program youth with the noted behavior change during the reporting period. b. c.

## VI. Implementation Schedule

The implementation schedule should be used as a planning tool for the program and should reflect a realistic projection of how the program will proceed. The Implementation Schedule should indicate: the JABG funded activities and services that will be provided; the month the activity/service begins; the month the activity/service is completed; the personnel responsible for each activity/service; and the frequency with which the activity/service will be provided. Please use the following implementation schedule form using examples as a guide.

Task	Month Started	Month Completed	Personnel Responsible	Frequency
<b>EXAMPLE</b> Recruit and train 10 mediators	Month 2	Month 3	Program Administrator	N/A
<b>EXAMPLE</b> Referring youth to community service	Month 1	Ongoing	Coordinator	Weekly
Evaluation of school climate, current discipline practices, and challenges with school administrators and students.	Month 1	On-going	Restorative Justice Specialist(s) and Manager.	Monthly
Training and technical assistance with Senn staff and students in restorative justice practices.	Month 2	Month 12	Restorative Justice Specialist(s) and Manager.	Bi-monthly during the school year

Maintenance and enhancement of Senn's Peer Jury, Peer Mediation, and Talking Circles.	Month 1 and on-going	Month 12	Restorative Justice Specialist(s) and Manager.	Monthly
Observation and/or constructive feedback regarding Senn hearings, agreements, and Talking Circles.	Month 1 and on-going	Month 12.	Restorative Justice Specialist(s) and Manager.	Monthly
Conduct evaluation of the program with students and administrators.	Month 7	Month 12	Restorative Justice Specialist(s) and Manager.	Semi-Annually

**VII. Advisory Board -- Juvenile Crime Enforcement Coalition (JCEC)**

In this section, list the JCEC members and meeting schedule information. The JCEC is responsible for developing the Coordinated Enforcement Plan (CEP). The CEP will indicate how the JABG program was selected to further the goals of the JCEC. The JCEC must approve the JABG program detailed in this proposal.

**JABG federal guidelines require local JCECs to "include, unless impracticable, individuals representing (1) police, (2) sheriff, (3) prosecutor, (4) juvenile court, (5) state or local probation services, (6) schools, (7) social service agency, (8) nonprofit, nongovernmental victim advocacy organization, and (9) nonprofit, religious, or community group."**

	<u>Representing</u>	<u>Member Name</u>	<u>Title</u>	<u>Phone Number</u>
1.	Police	N/A		
2.	Sheriff			
3.	Prosecutor			
4.	Juvenile Court			
5.	Probation Services			
6.	Schools			
7.	Social Service Agency			
8.	Victim Advocacy Organization			
9.	Other Group			
10.				

Does your JCEC include the required representation? YES NO

Has your JCEC approved JABG funding for this program? YES NO

If your answer is no to either of the two questions above, please explain:

--

JCEC Meeting Schedule: (If your JCEC has not met, explain why)

--

### VIII. Role of the Court and Graduated Sanctions

#### 1. Role of the Court

One aim of JABG is to strengthen the relationship between the court system and juvenile justice agencies. Units of government need to certify that they have communicated in writing with the chief of the highest court. Please **attach the letter** to this Exhibit A.

Date Letter Was Sent	Name of Agency
N/A	

Was there a response from the court to the letter? YES NO

If yes, and the response was written, please **attach the response** to this Exhibit A. If a response was given in another format, please detail what the response was in the following box.

--

Please provide a *brief* narrative description of how the needs of the judicial branch were taken into consideration in the development of this program.

--

#### 2. Graduated Sanctions

While participation in a system of graduated sanctions by individual courts is voluntary, states and units of local government must encourage courts to participate. The unit of government must have in effect laws, or have implemented policies and programs, that provide for a system of graduated sanctions.

Please provide a *brief* description of how the system of graduated sanctions functions.

**Exhibit C**

**Budget**



Budget & Budget Narrative

Alternatives, Inc.

Agreement# 510014

EQUIPMENT Item	Name	Cost per Unit	# of Units	Pro-rated Share	Federal Amount	Match Contribution	Total Cost
N/A		\$ -	-		\$ -	\$ -	\$ -
		\$ -	-		\$ -	\$ -	\$ -
		\$ -	-		\$ -	\$ -	\$ -
		\$ -	-		\$ -	\$ -	\$ -
		\$ -	-		\$ -	\$ -	\$ -
		\$ -	-		\$ -	\$ -	\$ -
		\$ -	-		\$ -	\$ -	\$ -
		\$ -	-		\$ -	\$ -	\$ -
		\$ -	-		\$ -	\$ -	\$ -
		\$ -	-		\$ -	\$ -	\$ -
<b>TOTAL EQUIPMENT COST</b>					\$ -	\$ -	\$ -

\* Competitive procurement procedures must be followed.

Budget Narrative for Equipment. Please give a brief description for each line of the Equipment Budget.

(See Attached Budget Instructions)

Item	Cost./Month	# of Months	Federal Amount	Match Contribution	Total Cost
Program Supplies	\$ 35.00	12	\$ 420.00	\$ -	\$ 420.00
Office Supplies	\$ 23.00	12	\$ 276.00	\$ -	\$ 276.00
Photocopying/Printing	\$ 10.75	12	\$ 129.00	\$ -	\$ 129.00
	\$ -	12	\$ -	\$ -	\$ -
	\$ -	12	\$ -	\$ -	\$ -
	\$ -	12	\$ -	\$ -	\$ -
	\$ -	12	\$ -	\$ -	\$ -
<b>TOTAL COMMODITIES COST</b>			\$ 825.00	\$ -	\$ 825.00

**Budget Narrative for Commodities. Please give a brief description for each line of the Commodities Budget.**

(See Attached Budget Instructions)

A total of \$420 is allocated to support the cost of purchasing program supplies including art paper, easels, markers, etc that will be used by the clients. The estimated monthly program supply cost is \$35 is based on actual expenses from previous funding cycles. (\$35 per month)(12 months) = \$420.

A total of \$276 is allocated to support the cost of purchasing office supplies including paper, pens, pencils, staples, etc. The estimated monthly office supply cost of \$23.00 is based on actual expenses from previous funding cycles. (\$23 per month)(12 months) = \$276. Pro-rating the office supply cost is not necessary as all JABG-funded office supplies will be used exclusively for the JABG-funded program.

A total of \$129 is allocated to support the cost of photocopying resources and materials to be distributed to Senn personnel, students, and parents in support of the JABG-funded program. The estimated monthly photocopying cost of \$10.75 is based on actual expenses from previous funding cycles. (\$10.75 per month)(12 months) = \$129.00. Pro-rating the photocopying cost is not necessary as all JABG-funded photocopies will be used exclusively for the JABG-funded program.

TRAVEL	Cost/Mile	# of Miles/mo	# of Months	Federal Amount	Match Contribution	Total Cost
Mileage	\$0.555	18.77	12	\$125	\$ -	\$ 125.00
CTA fare cards			12	\$250	\$ -	\$ 250.00
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
<b>TOTAL TRAVEL COST</b>				\$ 375.00	\$ -	\$ 375.00

\*\* Out of State Travel requires prior Authority approval.

Budget Narrative for Travel. Please give a brief description for each line of the Travel Budget.

(See Attached Budget Instructions)

Mileage expenses will support Alternatives' Restorative Justice staff in traveling from Alternatives in Uptown to Senn High School in Edgewater throughout the term of the grant period on a regular basis. (.555 cents/per mile x 18.77 miles/month x 12 months = \$125). Alternatives, Inc. utilizes the Illinois mileage reimbursement mileage rate of .555 per mile and each driver will be required to maintain a mileage log.

CTA fare cards will support Alternatives' Restorative Justice AmenCorps members in traveling from Alternatives in Uptown to Senn High School in Edgewater throughout the term of the grant period on a regular basis. With a pass cost of \$2, a total of 125 passes will be purchased (\$2 x 125 passes = \$250).





Budget & Budget Narrative

Name Alternatives, Inc.

Agreement# 510014

	Federal Amount	Match Contribution	Total Cost
<b>PERSONNEL SERVICES</b>	\$ 29,337.75	\$ 7,962.25	\$ 37,300.00
<b>EQUIPMENT</b>	\$ -	\$ -	\$ -
<b>COMMODITIES</b>	\$ 825.00	\$ -	\$ 825.00
<b>TRAVEL</b>	\$ 375.00	\$ -	\$ 375.00
<b>CONTRACTUAL</b>	\$ -	\$ -	\$ -
<b>OTHER COSTS</b>	\$ -	\$ -	\$ -
<b>TOTAL COST</b>	\$ 30,537.75	\$ 7,962.25	\$ 38,500.00

All procurements must be competitive

**Exhibit D**

**Addendum to Agreement**



ILLINOIS  
CRIMINAL JUSTICE  
INFORMATION AUTHORITY

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300 W. Adams Street • Suite 200 • Chicago, Illinois 60606 • (312) 793-8550

January 2, 2013

The Contract has been approved for Alternatives regarding Agreement # 510014 (Project Reclaim). The following documents must be signed and a copy of all documents returned to the Authority as soon as possible.

- Addendum (Signed by Cook County SAO (Implementing agency) & Alternatives(Contractor)) ATTACHED
- Contract (All parts) Signed by (Cook County SAO & Alternatives) ATTACHED
- Sole Source Signed by the Authorities at Cook County SAO ATTACHED

If you have any questions, please feel free to contact me at (312) 793-1303 or by email at [Lajuana.murphy@illinois.gov](mailto:Lajuana.murphy@illinois.gov).

Sincerely,

*Lajuana Murphy*

Lajuana Murphy  
Federal and State Grants Unit

Enclosures

cc: MF 510014

## ADDENDUM TO AGREEMENT

The Cook County on behalf of the Cook County State's Attorney's Office, hereafter referred to as the "Implementing Agency" and Alternatives, Inc, hereafter referred to as the "CONTRACTOR", agree to adhere to and comply with the following terms and conditions, as an addendum to, and in the performance of, the agreement to which these provisions are attached.

### SECTION 1 INDEPENDENT CONTRACTOR

The CONTRACTOR, in the performance of this agreement, shall act as an independent contractor and not as an agent or employee of the Illinois Criminal Justice Information Authority (Authority) Authority or the Implementing Agency. The Authority shall not be responsible for the performance, acts or omissions of the Contractor. The CONTRACTOR shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the Authority harmless for all claims, suits, judgments and damages arising from the performance of this agreement, to the extent permitted by law.

### SECTION 2 TRANSPARENCY ACT COMPLIANCE

The CONTRACTOR agrees to comply with any and all requirements of 2 C.F.R. §33.200 that are imposed on recipients of federal funds by the Federal Funding Accountability and Transparency Act of 2006. The CONTRACTOR agrees to comply with the following:

a) To acquire and use a DUNS (Data Universal Numbering System) number. The DUNS number shall be procured from Dun and Bradstreet, Inc online at [www.dunandbradstreet.com](http://www.dunandbradstreet.com) or by calling 1-866-705-5711.

CONTRACTOR'S DUNS Number: 079735593

b) To maintain a current registration in the Central Contractor Registration (CCR) database. The CONTRACTOR must update or renew their CCR registration at least once per year to maintain an active status. Information about registration procedures can be accessed at [www.ccr.gov](http://www.ccr.gov) or by calling 1-888-227-2423.

CONTRACTOR'S CCR registration is valid until: 4/2/2013

c) The CONTRACTOR shall provide their Commercial And Government Entity (CAGE) Code. The CAGE Code request process is incorporated into the CCR registration.

CONTRACTOR'S CAGE Code: 4BTY2

d) The CONTRACTOR further agrees that all agreements entered into with subcontractors, shall require compliance by the subgrantee or contractor with the Federal Funding Accountability and Transparency Act of 2006 and all requirements of 2 C.F.R. §33.200 including obtaining a DUNS number and maintaining registration with the CCR.

e) The acquisition of a DUNS number and registration with the CCR database is not required of contractors and subcontractors who are individuals.

**SECTION 3 RECORD RETENTION:**

CONTRACTOR agrees to retain financial and program records for a minimum of 3 years after the expiration date of this agreement, or 3 years after closure of CONTRACTOR's most recent audit report, whichever is later. CONTRACTOR shall maintain, for this 3-year period, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this agreement; the agreement and all books, records, and supporting documents related to the agreement shall be available for review and audit by the Auditor General, federal awarding agency personnel, the Authority, or any person duly authorized by the Authority; and CONTRACTOR agrees to cooperate fully with any audit conducted by the Auditor General, the federal awarding agency, the Authority or any person duly authorized by the Authority, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

Records shall be maintained beyond the 3-year period if any litigation, claim, audit, fiscal review, negotiation, or other action involving the records has been started before the expiration of the above three-year period; in such cases, these records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later. In addition, the CONTRACTOR understands and agrees that the Department of Justice (DOJ), including the Office of Justice Programs (OJP), Office of the Inspector General (OIG) and its representatives, and the Government Accountability Office (GAO) are authorized to interview any officer or employee of the CONTRACTOR regarding transactions related to the Recovery Act Award. Furthermore, DOJ and GAO are authorized to interview subgrantees, contractors and subcontractors regarding transactions related to this award.

**SECTION 4 CERTIFICATION:**

CONTRACTOR certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961.

**SECTION 5 EQUIPMENT CONDITIONS:**

CONTRACTOR certifies that any equipment purchased using funds from this agreement shall be year 2000 compliant and shall be able to process all time/date data after December 31, 1999.

**SECTION 6 ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES:**

CONTRACTOR shall complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form shall be used by CONTRACTOR to verify that persons employed by CONTRACTOR are eligible to work in the United States.

**SECTION 7 NONDISCRIMINATION:**

The CONTRACTOR certifies that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this agreement on the basis of race, color, age, religion, national origin, disability, or sex. The CONTRACTOR agrees to have written sexual harassment policies which satisfy the requirements set forth in the Illinois Human Rights Act. (775 ILCS 5).

National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to programs. Meaningful access may entail providing language assistance

services, including oral and written translation when necessary.

Faith-Based and Community Organizations that statutorily qualify as eligible applicants under OJP programs are invited and encouraged to apply for assistance awards and will be considered for awards on the same basis as any other eligible applicants and, if they receive assistance awards, will be treated on an equal basis with all other grantees in the administration of such awards. No eligible applicant will be discriminated against on the basis of its religious character or affiliation, religious name, or the religious composition of its board of directors or persons working in the organization.

The CONTRACTOR assures compliance with the following laws, and all associated rules and regulations:

- Non-Discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. 3789d(c);
- Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d;
- Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (Federal Register, June 18, 2002, Volume 67, Number 117, Page 41455-41472); and Executive Order 13166 *Limited English Proficiency Resource Document: Tips and Tools from the Field*;
- Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794;
- The Americans with Disabilities Act, 42 U.S.C. 12132 et. seq.;
- Title IX of the Education Amendments of 1972, 20 U.S.C. 1681;
- The Age Discrimination Act of 1975, 42 U.S.C. 6102;
- The Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, subparts C, D, E, G; and I
- The Department of Justice regulations on disability discrimination, 28 CFR Part 35;
- The Department of Justice regulations on sex discrimination in education programs, 28 C.F.R. 54;
- The Illinois Human Rights Act, 775 ILCS 5;
- The Public Works Employment Discrimination Act, 775 ILCS 10;
- The Illinois Environmental Barriers Act, 410 ILCS 25.
- The Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part 38.

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All applicable provisions, rules and regulations of these Acts are made a part of this agreement by reference as though set forth fully herein.

In the event that a Federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability, or sex against the CONTRACTOR, or any subgrantee or contractor of the CONTRACTOR, the CONTRACTOR will forward a copy of the finding to Implementing Agency and the Implementing Agency will forward the findings to the Authority. The Authority will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

## **SECTION 8 CONFIDENTIALITY OF INFORMATION:**

To the extent permitted by Illinois state law, including the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, CONTRACTOR agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with applicable federal legislation, regulations and guidelines. Such information shall be immune from legal process and shall not, without the consent of the person furnishing the information, be admitted as evidence or used for any purpose in any action, suit or other judicial, legislative or administrative proceeding.

## **SECTION 9 PROCUREMENT REQUIREMENTS/CONFLICT OF INTEREST:**

All procurement transactions shall be conducted by the CONTRACTOR in a manner to provide, to the maximum extent practical, open and free competition. The Contractor must use procurement procedures that minimally adhere to all applicable laws, executive orders and federal guidelines. The CONTRACTOR shall also adhere, and assure that its contractors and subcontractors adhere, to all applicable certification and disclosure requirements of the Illinois Procurement Code.

The CONTRACTOR shall follow its established procurement process if it minimally adheres to applicable federal guidelines, and the following requirements. If the CONTRACTOR's established procurement process is less competitive than the following requirements, the following more competitive requirements must be adhered to in lieu of the CONTRACTOR's procurement process.

- For procurements of \$100,000 or less, the CONTRACTOR must solicit quotes or bids from at least three sources.
- For procurements over \$100,000, the CONTRACTOR must formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process.

All procurements over \$100,000, that involve the use of federal or matching funds, must be submitted by the Contractor to CONTRACTOR and the CONTRACTOR to the Authority for review and written approval prior to their issuance. In addition, the Authority reserves the right to request that any RFP or IFB, regardless of its dollar amount, be submitted to the Authority for review and approval prior to its issuance. In addition, the CONTRACTOR shall notify and submit for approval to the Authority any other relevant procurement documents including but not limited to Request For Information (RFI).

As required by the Authority, the CONTRACTOR shall submit documentation regarding its procurement procedures and grant-funded purchases for Authority review and approval, to assure adherence to applicable federal guidelines.

## **SECTION 10 APPLICABLE LAW:**

CONTRACTOR shall operate in conformance with the following State and federal laws and guidelines, currently in effect and hereafter amended, when applicable: federal legislation, regulations and guidelines regarding the applicable federal grant program; the Office of Justice Programs' Financial Guide; Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122, and A-133; the Illinois Grant Funds Recovery Act (30 ILCS 705); Illinois Procurement Code (30 ILCS 500); the State Comptroller Act (15 ILCS 405); the U.S. Department of Justice Regulations Governing Criminal History Record Information Systems (28 CFR Part 20.1 *et seq.*); the U.S. Department of Justice Regulations Governing Confidentiality of Identifiable Research and Statistical Information (28 CFR Part 22.1 *et seq.*); the U.S. Department of Justice Regulations Governing Governmentwide Debarment and Suspension (28 CFR Part 67.100 *et seq.*) and the rules of the Authority (20 Ill. Adm. Code 1520 *et seq.*).

CONTRACTOR shall comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Federal Government and the Authority in the performance of this agreement, currently in effect and hereafter amended, including but not limited to: the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 46, Protection of Human Subjects; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 67, Governmentwide Debarment and Suspension (Nonprocurement); provisions of 48 CFR regarding federal acquisition principles, including Part 31, Contract Cost Principles and Procedures; Section 8136 of the Department of Defense Appropriations Act of 1988 (P.L. 100-463, effective October 1, 1988); National Environmental Policy Act of 1969, 42 U.S.C. pars. 4321 et seq.; National Historic Preservation Act of 1966, 16 U.S.C. pars. 470 et seq.; Flood Disaster Protection Act of 1973, 42 U.S.C. pars 4001 et seq.; Clean Air Act of 1970, 42 U.S.C. pars. 7401 et seq.; Clean Water Act, 33 U.S.C. pars. 1368 et seq.; Executive Order 11738; and EPA regulations (40 CFR Part 15); Federal Water Pollution Control Act of 1948, as amended, 33 U.S.C. pars. 1251 et seq.; Safe Drinking Water Act of 1974, 42 U.S.C. pars. 300f et seq.; Endangered Species Act of 1973, 16 U.S.C. pars. 1531 et seq.; Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. pars. 1271 et seq.; Historical and Archeological Data Preservation Act of 1960, as amended, 16 U.S.C. pars. 469 et seq.; Coastal Zone Management Act of 1972, 16 U.S.C. pars. 1451 et seq.; Coastal Barrier Resources of 1982, 16 U.S.C. pars. 3501 et seq.; Indian Self Determination Act, 25 U.S.C. par. 450f; Intergovernmental Cooperation Act of 1968, 42 U.S.C. 4201 et seq.; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. pars. 4601 et seq.; Hatch Political Activity Act of 1940, as amended, 5 U.S.C. pars. 1501 et seq.; Animal Welfare Act of 1970, 7 U.S.C. pars. 2131 et seq.; Demonstration Cities and Metropolitan Development Act of 1966, 42 U.S.C. pars. 3301 et seq.; Federal Fair Labor Standards Act of 1938, as amended, 29 U.S.C. pars. 201 et seq.; and E.O. 11246 "Equal Employment Opportunity," as amended by E.O. 11375, and supplemented by regulations at 41 CFR Part 60.

Failure of CONTRACTOR to comply with applicable laws, regulations, and guidelines may result in the suspension or termination of this agreement, or pursuit of other remedies that may be legally available.

#### **SECTION 11 CERTIFICATIONS REGARDING DEBARMENT AND A DRUG-FREE WORKPLACE:**

As required by the Authority, CONTRACTOR shall complete and submit the federal Certification Regarding A Drug-Free Workplace and shall certify that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

#### **SECTION 12 CERTIFICATION REGARDING LOBBYING:**

Federal funds are prohibited from being used for influencing or attempting to influence persons in connection with covered federal transactions, which include the awarding, making, entering into, extension, continuation, renewal, amendment, or modification, of federal grants or contracts. If receiving more than \$100,000 pursuant to this agreement, CONTRACTOR agrees to provide a Certification Regarding Lobbying to the Authority and, if applicable, a Disclosure of Lobbying Activities form. If a subcontractor will receive more than \$100,000 in federal funds pursuant to this agreement, CONTRACTOR will provide to the Authority a Certification Regarding Lobbying and, if applicable, a Disclosure of Lobbying Activities form signed by the subcontractor. CONTRACTOR must provide these certifications and disclosures as required by the Authority.

#### **SECTION 13 STATEMENTS, PRESS RELEASES, ETC.:**

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, the CONTRACTOR shall

clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, and (2) the dollar amount of federal funds for the project or program.

#### **SECTION 14 COPYRIGHTS, PATENTS:**

If this agreement results in a copyright, the Illinois Criminal Justice Information Authority and the federal awarding agency, reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this agreement and any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

If this agreement results in the production of patentable items, patent rights, processes, or inventions, the CONTRACTOR shall immediately notify the CONTRACTOR, and the CONTRACTOR shall notify the Authority. The Authority will provide the Implementing Agency and CONTRACTOR with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered in order to protect the public interest, in accordance with federal guidelines.

#### **SECTION 15 PUBLICATIONS:**

CONTRACTOR shall submit to the Implementing Agency, and the Implementing Agency shall submit to the Illinois Criminal Justice Information Authority for review, a draft of any publication that will be issued by CONTRACTOR describing or resulting from programs or projects funded in whole or in part with federal or matching funds, no later than 60 days prior to its printing.

Any such publication shall contain the following statement:

"This program was supported by Grant #2010-JB-FX-0075, awarded by the Office of Juvenile Justice and Delinquency Prevention, Office of Justice Programs, U.S. Department of Justice, through the Illinois Criminal Justice Information Authority. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice, or the Illinois Criminal Justice Information Authority."

These publication requirements pertain to any written, visual or sound publication, but are inapplicable to press releases, newsletters and issue analyses. Exceptions to these requirements may be granted upon prior Authority approval,

#### **SECTION 16 INSPECTION AND AUDIT:**

If required by revised Office of Management and Budget Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," CONTRACTOR agrees to provide for an independent audit of its activities in accordance with A-133. Such audits shall be made annually, unless A-133 allows CONTRACTOR to undergo biennial audits. All audits shall be conducted in accordance with Government Auditing Standards, Standards for Audit of Governmental Organizations, Programs, Activities and Functions; the Guidelines for Financial and Compliance Audits of Federally Assisted Programs; any compliance supplements approved by the Office of Management and Budget; and generally accepted auditing standards established by the American Institute of Certified Public Accountants. Copies of all audits must be submitted to the Implementing Agency and the Implementing shall submit to the Authority no later than 9 months after the close of the CONTRACTOR's audit period.

Known or suspected violations of any law encountered during audits, including fraud, theft, embezzlement, forgery, or other serious irregularities, must be immediately communicated to the Authority and appropriate federal, State, and local law enforcement officials.

CONTRACTOR agrees to develop and maintain a record-keeping system to document all agreement related activities and expenditures. These records will act as the original source material for compilation of data and records required by the Authority and all other program activity.

The Authority shall have access for purposes of monitoring, audit and examination to all relevant books, documents, papers, and records of CONTRACTOR, and to relevant books, documents, papers and records of subcontractors.

#### **SECTION 17 REPORTING GRANT IRREGULARITIES**

The Contractor shall promptly notify the Authority through their Authority Grant Monitor when an allegation is made, or the Contractor otherwise receives information, reasonably tending to show the possible existence of any irregularities or illegal acts in the administration of grant funds. The Authority, per its agency policy, shall determine the reasonableness of the allegation of the irregularities or illegal action and determine the appropriate course of action. Possible actions would include conducting an internal audit or other investigation or contacting the proper authorities. Illegal acts and irregularities shall include but are not limited to such matters as conflicts of interest, falsification of records or reports both data, fiscal and programmatic, and the misappropriation of funds or other assets.

A copy of the Authority's policy is available on the web at <http://www.icjia.state.il.us/public/>.

Failure to report known irregularities can result in suspension of the Interagency Agreement or other remedial action. In addition, if the Contractor's auditor or other staff becomes aware of any possible illegal acts or other irregularities prompt notice shall be given to the Contractor's director or similarly situated personnel. The Contractor, in turn, shall promptly notify the Authority as described above of the possible illegal acts or irregularities. If the possible misconduct involves the CONTRACTOR's director, the CONTRACTOR staff member shall provide prompt notice directly to the Authority.

In addition, the Authority, if in its judgment there is a reasonable allegation of irregularity or illegal act, shall inform the Office of Justice Program's Office of the Comptroller, the Department of Justice's Office of Professional Responsibility and the Office of Inspector General, and state and local law enforcement agencies or prosecuting authorities, as appropriate, of any known violations of the law within their respective area of jurisdiction.

The reporting of any irregularities, illegal acts and the proposed or actual corrective action shall be reported to the Authority at:

Illinois Criminal Justice Information Authority  
Attn: Grant Monitor  
300 W. Adams Suite 700  
Chicago, IL 60606

Phone: 312- 793-8550

#### **SECTION 18. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM**

Pursuant to 28 CFR Part 42 (Nondiscrimination; Equal Employment Opportunity; Policies and Procedures), except those recipients specifically exempted by 28 CFR Part 42.302(c), if the CONTRACTOR has 50 or more employees, is receiving more than \$25,000 or more under the Omnibus Crime Control and Safe Streets Act, and has a service population with a minority representation of 3 percent or more, the CONTRACTOR shall formulate, implement and maintain an equal employment opportunity program relating to employment practices affecting minority persons and women.

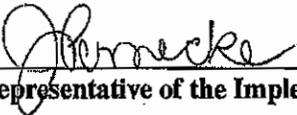
The CONTRACTOR shall complete and submit an EEO Plan Certification to the Authority. This Certification shall indicate if the CONTRACTOR is required to have an EEO Plan or if the CONTRACTOR is exempt from this requirement. If required by this section, the CONTRACTOR certifies that an equal employment opportunity

program will be in effect during the period of performance of this agreement. In addition, a CONTRACTOR receiving \$500,000 shall submit a copy of its equal employment opportunity plan to the Implementing Agency and the Implementing Agency shall submit to the Authority.

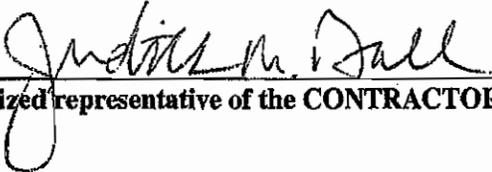
The CONTRACTOR acknowledges that failure to submit an acceptable EEO Plan, if required by this section, is a violation of this agreement and may result in suspension or termination of funding, until such time the CONTRACTOR is in compliance.

ACCEPTANCE OF ADDENDUM

The Implementing Agency and CONTRACTOR agree to adhere to and comply with the above terms and conditions, as an addendum to, and in the performance of, the agreement to which these provisions are attached.

  
\_\_\_\_\_  
Authorized representative of the Implementing Agency

1/21/13  
Date

  
\_\_\_\_\_  
Authorized representative of the CONTRACTOR

1/31/13  
Date



**ILLINOIS  
CRIMINAL JUSTICE  
INFORMATION AUTHORITY**

300 W. Adams Street • Suite 700 • Chicago, Illinois 60606 • (312) 793-8550

**SOLE SOURCE CHECKLIST**

*Justification for non-competitive procurement*

For sole source procurements over \$25,000, the Implementing Agency must submit answers to the following questions for Authority review and approval prior to the procurement. For sole source procurements of \$25,000 or less, the Implementing Agency must maintain the answers to the questions at their agency and make them available for review by the Authority. (Attach an addendum if additional space is needed.) The Authority reserves the right to request sole source checklist materials at any dollar threshold for prior review and approval.

1) What are the services or items that will be contracted for and how do these services or items fit into your agency's program?

The Cook County State's Attorney's Office will contract with Alternatives Inc. for the establishment and maintenance of the Restorative Justice Initiative that harmonizes recent federal and state Juvenile Justice amendments that move the system away from punitive intent to instructive efforts. It encompasses a model of justice, Balanced and Restorative Justice (BARJ), which emphasizes the accountability of the young offender or "respondent" to accept and acknowledge responsibility for actions that are contrary to school code, and it turns to the community to help with appropriate sanctions. The services provided by Alternatives, Inc. fall under JABG Purpose Area #14 – Restorative Justice: Establishing and maintaining restorative justice programs. Alternatives, Inc. will continue to maintain its restorative justice program at Nicholas Senn High School, located in the Edgewater community on Chicago's Northeast side. Alternatives will continue to provide on-going training and technical assistance to Senn teachers, school administrators, student volunteers and parents in the implementation, enhancement and evaluation of student-led Peer Juries, Peer Mediation, Talking Circles and family group conferencing programs. This purpose area is a fundamental component of the State's Attorney's Project Reclaim Program and its goal to improve the safety of the community by reducing recidivism of juvenile offenders.

2) Explain the necessity to make a non-competitive, sole-source procurement by answering the following:

a) What is the expertise and experience of the contractor?

Managing a 2.4 million dollar budget, Alternatives provides youth and family counseling, life skills training, summer and after-school programming, career exploration and employment skills training, substance abuse prevention, cultural and arts activities, and school-based violence prevention programs. More than 3,000 youth and families take advantage of its services annually.

For over 41 years, Alternatives has assisted youth and their families who are struggling with family conflict, substance abuse, academic issues, gang involvement and violence. By utilizing a holistic, strength-based model, the staff helps youth to decrease high-risk behavior. Programs focus on four core areas including 1) youth and family counseling, 2) risk of exposure to violence and substance abuse, 3) academic enrichment, and 4) leadership development. Youth and families are provided with a comprehensive variety of accessible and affordable resources

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*Continued on other side*

that will increase a youth's opportunity to succeed and grow as an individual and community member. Reflective of the community's diversity, services always consider multi-cultural dimensions and accessibility.

- b) What are the unique qualities of this contractor and why are those qualities necessary for the program?

In 1996, Alternatives, Inc. began working in partnership with Senn High School to develop the *first* functioning Restorative Justice program in the Chicago Public Schools (CPS) to deal with infractions of sections 1-3 of the CPS Discipline Code and Alternative High School Discipline Code. Chicago is the first large urban school system to establish Restorative Justice programming system-wide. By doing so, it gains capacity to incorporate discipline practices that enhance community safety, accountability, and competency development, creating a high-quality learning environment for all students.

Currently, Alternatives is part of CPS' Culture of Calm initiative, assisting school in implementing Peer Juries, Peer Mediation, and Conflict Resolution Workshops. Alternatives' Restorative Justice staff is instrumental in ensuring that school administrators and teachers have the support necessary to institute BARJ programming.

- c) Does the contractor have special management abilities that would benefit the program? If yes, what are these special management abilities?

Alternatives' management team consists of an Executive Director who holds a Masters Degree in Social Work. Over a 30 year-period, Ms. Gall has led Alternatives from a small grass-roots agency to a premier youth development agency with over 40 staff members. Saralyn Peritz, Director of Operations, is a Certified Public Accountant with extensive budgetary and financial management experience. Our Youth Development Director, Andrew Tonachel, has over 10 years of management experience directing and supervising high-quality youth programs, including Alternatives' Restorative Justice services. Alternatives' is overseen by a Board of Directors consisting of individuals with leadership positions in the legal field, local social service organizations, and the Chicago business community. These individuals work together to ensure the highest standards of quality in internal operations, in addition to programs and services aimed at youth and families on the North-side of Chicago.

- d) How would the contractor be responsive to the needs of the program?

Each year, Alternatives administers a Client Satisfaction Surveys. Through this instrument, Alternatives is able to assess specific needs of the community served by Restorative Justice programming, and also determine the level of satisfaction and quality of Alternatives' programs. In response to surveys, Alternatives constantly institutes changes in Restorative Justice programs that best meet the needs of youth, families, and the community.

- e) Does the contractor have knowledge of the program? If yes, how is this a benefit to the program?

Alternatives has knowledge of, and implements a comprehensive Restorative Justice program comprising four separate components: Peer Jury program, Peer Mediation Services, Conflict Resolution Training, and Talking Circles.

The Peer Jury, a student-driven program in collaboration with a school's discipline office, currently operates at several Chicago Public High Schools. It utilizes student hearings, deliberations and community service referrals to create alternatives to in-school detention, suspension and expulsion.

Alternatives staff provides case management to support the "respondent" youth in completion of contracted tasks.

Peer Mediation, led by another 20 trained mediators, offers a similar positive intervention for resolving student conflicts. While operating at high schools, the school discipline office will refer more than 50 issues over the school year. Typical cases include conflicts involving rumors, name calling, breaches in friendships and threats.

Conflict Resolution Training topics include recognizing conflicts, identifying triggers to conflict, respecting values, problem solving, and compromising. Both high school and elementary schools have implemented tools we've shared.

Talking Circles are another Restorative Justice tool for building and maintaining Community. Alternatives staff train students to be circle keepers in a handful of schools.

- f) Is this the ONLY contractor that can supply these kinds of services or items?  
If YES, how did your agency determine that this is the only contractor that can supply them?

Alternatives, Inc. was originally selected as a community partner under the State's Attorney's Project Reclaim Program through a process of reviewing police and GEMS reports as well as reports generated through computer mapping of juvenile crime. Once the geographic areas in need of specialized youth-centered programs were identified, the State's Attorney's Juvenile Justice Bureau looked for community partners that were willing to implement or were currently implementing programs that were capable of being expanded to fit the needs of that community. Based on the results from the GEMS report Alternatives is the only social service agency that provides Balanced and Restorative Justice programming in the Uptown, Rogers Park, and Edgewater communities and local schools.

If NO, how did your agency find out about these other contractors? Why is your agency proposing to use a non-competitive, sole-source procurement when other contractors are available?

- 3) If applicable, explain any time constraints that would be involved in a competitive procurement by answering the following:
- a) When does your agency want to start this service or purchase these items and why is this date important?

Alternatives' Restorative Justice staff are employed and work on programming year-round. As a result, there is no specific start date for services although the most active times for programming occur during months when school is in session from September – June.

- ~~b) Will the program be affected if the start date or purchase is delayed to allow for a competitive procurement? If yes, how will the program be affected?~~

The program would be affected if funding were to be interrupted as Alternatives' Restorative Justice staff work full-time and throughout the entire year. As a result, funding streams must be continuous and ongoing in order to support Restorative Justice programming.

- c) How long would it take another contractor to reach the same level of competence as this contractor?

Alternatives has provided Restorative Justice programs to CPS and community youth since 1996. It would take at least the course of one school year, or nine months, for another agency to offer the full range of Restorative Justice programs. However, given our experience, we propose that it would be many years before another agency's Restorative Justice programs would be of the same level and quality as Alternatives.

- d) Are there financial implications if the start date or purchase is delayed for a competitive procurement? If yes, what are the financial implications?

It is necessary for Alternatives to support Restorative Justice staff and program activities throughout the year. A delay in funding would have a negative effect on Alternatives' ability to ensure adequate funding for the many activities that are provided in the Restorative Justice department.

- 4) Are there any other factors that support the sole source procurement? If yes, describe these other factors.

Alternatives is a strong force in the Chicago communities that we serve. As a key player in the youth service arena for 41 years, Alternatives facilitates community organizing by bringing nonprofit organizations, businesses and community leaders to the table to influence change. The agency participates actively in 15 state and community-wide committees and task forces that address a variety of issues including homelessness, substance abuse, mental health, best practices for youth workers, teen pregnancy and employment. Examples include The Citywide Peer Jury Advisory Committee, focusing on implementing Balanced And Restorative Justice practices in public schools citywide; Statewide Balanced and Restorative Justice Coalition and its planning committee; Office of Alcohol and Substance Abuse Statewide committee, addressing substance abuse prevention issues; and, Organization of the Northeast, as it pertains to local community issues involving youth.

I, Joan Pernecke, certify that this sole source procurement is in the best interest of the program and that the above statements, to the best of my knowledge, are true and accurate.

Cook County State's Attorney's Office  
Program Agency

510041  
Grant Number

Joan Pernecke  
Signature of Authorized Representative

1/24/13  
Date

**ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENT  
INDEX**

<b>Section</b>	<b>Description</b>	<b>Pages</b>
Instructions	Instructions for Completion of EDS	EDS i - iii
1	MBE/WBE Utilization Plan	EDS 1,2
2	Letter of Intent	EDS 3, 4
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 5, 6
4	Certifications	EDS 7, 8
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 9 - 13
6	Sole Proprietor Signature Page	EDS 14
7	Partnership Signature Page	EDS 15
8	Corporation Signature Page	EDS 16
9	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 Purchasing Agent. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### INSTRUCTIONS FOR COMPLETING PDF FORMS

PDF forms may be printed out and the required information neatly hand printed or typed. The forms can also be conveniently completed on your computer after you download and save them.

#### ACCESSING PDF FORMS

You can download a free Adobe® Reader or purchase Adobe® Acrobat Standard or Professional to access the PDF forms. These programs can be obtained from the following sites:

Adobe® Acrobat Reader (free): <http://www.adobe.com/products/reader/>

Adobe® Acrobat Standard: <http://www.adobe.com/products/acrobatpro/acrobatstd.html>

Adobe® Acrobat Professional: <http://www.adobe.com/products/acrobatpro/?promoid=BONRX>

**IMPORTANT NOTE:** The free Adobe® Acrobat Reader will allow you to fill out the form on your computer but it will not save a completed form. Print the form before you close the program to avoid losing information. To save a completed form you must have, or purchase, Adobe® Acrobat Standard or Professional versions of the program.

#### DOWNLOAD AND SAVE THE BLANK PDF FORM

Do not complete the form in your open internet browser. Complete the form off-line. Download the PDF form and save it to your computer before completing it or you may risk losing data that you enter while you work on the form.

#### HOW TO USE ADOBE® ACROBAT TO COMPLETE THE FORM

- 1) **OPEN THE FORM:** On the top toolbar click 'File' then click 'Open' on the pull down menu. Browse the window that pops up to locate the PDF form you downloaded and saved to your computer. Click on the 'Open' button.
- 2) **VIEWING THE FORM:** If the form is too small to read, use the zoom icon to change the magnification level.
- 3) **FIELDS (TEXT BOXES):** The fields that you can fill in will be highlighted in blue. If you do not see the blue highlighting go to the top of the form and click on the 'Highlight Fields' button. (NOTE: It is not necessary to highlight the fields but it makes it easier to locate the fields to place your cursor).
- 4) **TYPES OF TEXT BOXES:** The form may have one or more of the following types of fields in it:
  - a) **Single Line Text Boxes:** Allow you to type one line in the box. If there is not enough space for the line you type abbreviate words only where it makes sense to do so.
  - b) **Multiple Line Text Boxes:** Allow you to type in more than one line. Use the 'Enter' key on the keyboard to begin a new line as necessary. There may be size limitations as to how much data you can input.
  - c) **Multiple Choice Boxes:** Allows you to choose an answer from a pull down menu by clicking on the menu icon next to the box.

d) **Check Boxes:** Allow you to place check marks in the box. Put the cursor in the field and click the left mouse button. Click it again to undo the check mark.

5) **FILLING IN THE FIELDS:** Position the cursor inside the field you want to complete. This makes the field 'active' and you can begin typing. If the fields are highlighted, the field you are currently using will become white while your cursor is in it. It will return to blue after you move on to another field. The blue highlighting will not print out on your forms.

6) **MOVING BETWEEN FIELDS:** Use the mouse to position the cursor in a field or use the tab key to 'tab' from one field to another.

7) **BEFORE PRINTING THE FORM:** Make sure the cursor is not in any form field (text box). Active boxes will not print. Click on the document margin or outside a field to deactivate all fields.

8) **PRINTING THE FORM:** (a) On the top toolbar click 'File' then click 'Print' on the pull down menu; or (b) Click on the printer icon on the toolbar at the top; or (c) Click on the printer icon on the form, if it includes one.

9) **SAVE THE FORM:** If you have Adobe® Acrobat Standard or Professional you can save your completed form. If you have Adobe® Reader, make sure that all information is correct and accurate before printing the form and closing the document. You cannot save information you filled in using Adobe® Reader.

#### **USER RESPONSIBILITY FOR ACCURATENESS OF INFORMATION**

As the user filling in the form, it is your responsibility to provide complete and accurate information on the form. The program you use to fill out the form will not automatically verify or validate any of the information you provide.

#### **SIGNATURES AND NOTARIZATIONS**

All forms are required to be manually signed and notarized where indicated. Save a copy of the original signed and notarized document for your records and submit the originals, in the quantities required, to the appropriate County agency

#### **DISCLAIMER**

Cook County is not associated with Adobe Systems or any of its affiliates and does not accept responsibility for functionality of any product that the user downloads to his/her computer or for the condition of the user's computer before or after any download. Cook County does not accept responsibility for loss of information that may occur due to the failure of the user to properly save, or print out and save copies of documents or if for any other reason information on completed, or partially completed forms, is lost, and Cook County is not obligated to extend deadlines due to same. Using this method to complete forms is for the user's convenience only and is optional.

WBE/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'S/PROPOSER'S 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 Letters of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) 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 work of the Contract. (If so, complete Sections II and III).

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

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

1. Name of MBE/WBE: N/A  
Address: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Dollar Amount Participation: \$ \_\_\_\_\_  
Percent Amount of Participation: \_\_\_\_\_ %  
\*Letter of Intent attached? Yes \_\_\_\_\_ No \_\_\_\_\_
  
2. Name of MBE/WBE: \_\_\_\_\_  
Address: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Dollar Amount Participation: \$ \_\_\_\_\_  
Percent Amount of Participation: \_\_\_\_\_ %  
\*Letter of Intent attached? Yes \_\_\_\_\_ No \_\_\_\_\_

Attach additional sheets as needed.

\* **All Letters of Intent and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Compliance Administrator within three (3) business days after bid opening or proposal due date.**

III. Indirect Participation of MBE/WBE Firms

NOTE: This section need not be completed if the MBE/WBE goals have been met through the Direct Participation. If the MBE/WBE goals have not been met through Direct Participation, Bidder/Proposer shall demonstrate that the proposed MBE/WBE Direct participation represents the maximum achievable under the circumstances. Only after such a demonstration will indirect participation be considered.

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

1. Name of MBE/WBE: N/A  
Address: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Dollar Amount of indirect Participation \$ \_\_\_\_\_  
Percent Amount of indirect Participation: \_\_\_\_\_  
\*Letter of Intent attached? Yes \_\_\_\_\_ No \_\_\_\_\_

2. Name of MBE/WBE: \_\_\_\_\_  
Address: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Dollar Amount of indirect Participation \$ \_\_\_\_\_  
Percent Amount of indirect Participation: \_\_\_\_\_  
\*Letter of Intent attached? Yes \_\_\_\_\_ No \_\_\_\_\_

Attach additional sheets as needed.

\* All Letters of Intent and Letters of Certification NOT submitted with Bid/Proposal MUST be submitted so as to assure receipt by the Contract Compliance Administrator within three (3) business days after bid opening or proposal due date.

COOK COUNTY LETTER OF INTENT  
(Section 2)

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

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

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

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

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

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

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

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

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

the \_\_\_\_\_ (title) and duly authorized representative

of the \_\_\_\_\_ (MBE/WBE firm) affirm

that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be

supplies/performed for the above indicated total dollar amount \$ \_\_\_\_\_ which represents the

above indicated total percentage \_\_\_\_\_ % for the contract amount \$ \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

A. BIDDER/PROPOSER HEREBY REQUESTS:

FULL MBE WAIVER

FULL WBE WAIVER

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

\_\_\_\_\_ % of Reduction for MBE Participation

\_\_\_\_\_ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

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

(1) lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract (please explain)

*See attached.*

(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)



Positive programs  
defined, developed  
and led by youth.

January 30, 2013

### CONTRACTOR'S MBE/WBE EFFORTS

Ninety-seven (97) percent of Alternatives' Agreement for Services with the States Attorney's office is for internal staff member salaries and fringe benefits. These are highly specialized services (restorative justice technical assistance and training) that Alternatives provides directly and not through subcontractors. \$1,200 is available for external commodities. These funds will be utilized, whenever possible, with MBE/WBE.

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

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

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

**D. OTHER RELEVANT INFORMATION**

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

CERTIFICATIONS  
(SECTION 4)

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE UNDERSIGNED IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, 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 would 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, 1, specifically excludes contracts with the following:

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

REQUIRED DISCLOSURES  
(SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name Address

N/A

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

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

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

Yes: X No: \_\_\_\_\_

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

4730 N. Sheridan Rd.  
Chicago, IL 60640

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

Yes: X No: \_\_\_\_\_

3. CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-368)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege. All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS and complete the following, based upon the definitions and other information included in such Affidavit:

X Applicant has no "Substantial Owner."

OR

\_\_\_\_\_ The Cook County Affidavit of Child Support Obligations has been completed by all "Substantial Owners and is attached to this EDS.

4. **REAL ESTATE OWNERSHIP DISCLOSURES.** The Undersigned must indicate by checking the appropriate provision below and providing all required information that either:

a. The following is a complete list of all real estate owned by the Undersigned in Cook County:

PERMANENT INDEX NUMBER(S): 14-17-203-014-0000

\_\_\_\_\_  
\_\_\_\_\_

[ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS]

OR: b. \_\_\_\_\_ The Undersigned owns no real estate in Cook County.

5. **EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.** If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

N/A  
\_\_\_\_\_  
\_\_\_\_\_

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.

Alternative, Inc.

### COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under Ownership Interest Declaration.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the [  ] Applicant or [ \_\_\_\_\_ ] Stock/Beneficial Interest Holder

This Statement is an: [  ] Original Statement OR [ \_\_\_\_\_ ] Amended Statement

**Identifying Information:**

Name: Alternatives, Inc. D/B/A: \_\_\_\_\_ EIN NO.: 36-2720602  
 Street Address: 4730 N. Sheridan Rd  
 City: Chicago State: IL Zip Code: 60640  
 Phone No.: (773) 506-7474

**Form of Legal Entity**

- [ ] Sole Proprietor [ ] Partnership [  ] Corporation [ ] Trustee of Land Trust  
 [ ] Business Trust [ ] Estate [ ] Association [ ] Joint Venture  
 [ ] Other (describe) \_\_\_\_\_

**Ownership Interest Declaration:**

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

Name Applicant/Holder	Address	Percentage Interest in
<u>N/A</u>		

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

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

3. Is the Applicant constructively controlled by another person or Legal Entity?

[ ] Yes [ X ] 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):

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

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

Judith M. Gall  
Name of Authorized Applicant/Holder Representative (please print or type)

Executive Director  
Title

Judith M. Gall  
Signature

1/31/13  
Date

jgall@alternativesyouth.org  
E-mail address

(773) 506-7474  
Phone Number

Subscribed to and sworn before me this  
31<sup>st</sup> day of January, 20 13

x Kerry Kathleen Flory  
Notary Public Signature



Notary Seal

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

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

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

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

BUSINESS TELEPHONE: \_\_\_\_\_ FEIN/SSN: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

BUSINESS REGISTRATION NUMBER: \_\_\_\_\_

COUNTY OF REGISTRATION: \_\_\_\_\_

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

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

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

Subscribed to and sworn before me this

\_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_

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

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

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

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

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

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

BUSINESS TELEPHONE: \_\_\_\_\_ FEIN/SSN: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

BUSINESS REGISTRATION NUMBER: \_\_\_\_\_

COUNTY OF REGISTRATION: \_\_\_\_\_

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

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

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

Subscribed to and sworn before me this

\_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

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

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

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

SIGNATURE BY A CORPORATION  
(Section 8)

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

BUSINESS NAME: Alternatives, Inc.

BUSINESS ADDRESS: 4730 N. Sheridan Rd., Chicago, IL 60640

BUSINESS TELEPHONE: (773) 506-7474 FAX NUMBER: (773) 506-9420

CONTACT PERSON: Judith M. Gall

FEIN: 36-2720602 \* CORPORATE FILE NUMBER: N4977-806-6

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: David Levine VICE PRESIDENT: Catherine Wilson

SECRETARY: Darran Wee TREASURER: Lawrence A. Sophian

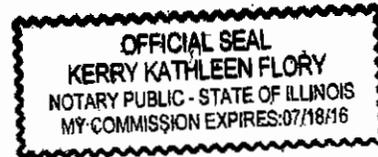
\*\*SIGNATURE OF PRESIDENT: David Levine

ATTEST: [Signature] (CORPORATE SECRETARY)

Subscribed and sworn to before me this

31<sup>st</sup> day of January, 2013

x Kerry Kathleen Flory  
Notary Public Signature



Notary Seal

\* If the corporation 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.

\*\* 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.

WWW.CYBERDRIVEILLINOIS.COM

JESSE WHITE  
SECRETARY OF STATE



### CORPORATION FILE DETAIL REPORT

Entity Name	ALTERNATIVES INC.	File Number	49778066
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	NOT-FOR-PROFIT
Incorporation Date (Domestic)	01/28/1971	State	ILLINOIS
Agent Name	JUDITH MCLAUGHLIN GALL	Agent Change Date	03/27/2001
Agent Street Address	4730 N SHERIDAN RD	President Name & Address	
Agent City	CHICAGO	Secretary Name & Address	
Agent Zip	60640	Duration Date	PERPETUAL
Annual Report Filing Date	12/28/2012	For Year	2013

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[Purchase Certificate of Good Standing](#)

(One Certificate per Transaction)

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/28/13

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

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

PRODUCER Associated Agencies, Inc. 1701 Golf Rd, Tower 3, 7th Flr Rolling Meadows, IL 60008-4267	847-427-8400	CONTACT NAME: Mary Woodman	
	847-427-3430	PHONE (A/C, No, Ext): 847-427-3452	FAX (A/C, No): 847-427-3430
		E-MAIL ADDRESS: mwoodman@associated.cc	
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A: Philadelphia Insurance Company			23850
INSURER B: Hartford Underwriters Ins Co			30104
INSURER C:			
INSURER D:			
INSURER E:			
INSURER F:			

INSURED Alternatives Inc  
4730 North Sheridan Road  
Chicago, IL 60640

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

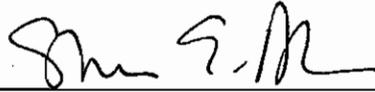
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Lia GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		PHPK832653	03/21/13	03/21/14	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK542866	03/21/13	03/21/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB374564	03/21/13	03/21/14	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	83WECKE6557	01/01/13	01/01/14	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Property RC/Special Form			PHPK832653 \$1,000 DEDUCTIBLE	03/21/13	03/21/14	Building \$ 2,668,000 Contents \$ 150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Cook County of the Chief Procurement Officer is added as additional insured with respects to the General Liability per written contract.

CERTIFICATE HOLDER	CANCELLATION
COOKC-1	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Cook County of the Chief Procurement Officer Room 1018 118 N. Clark Street Chicago, IL 60602	AUTHORIZED REPRESENTATIVE <i>Maria R. S. [Signature]</i>

COOK COUNTY SIGNATURE PAGE  
(SECTION 9)

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



\_\_\_\_\_  
COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 28 DAY OF June, 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  
13-60-12569

**OR**

ITEM(S), SECTION(S), PART(S): Professional Services to maintain and enhance a Restorative Justice Program

TOTAL AMOUNT OF CONTRACT: Thirty-eight thousand five hundred dollars and no cents (\$38,500.00)

FUND CHARGEABLE: 8331201.520835.200

APPROVED AS TO FORM:

NOT REQUIRED

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