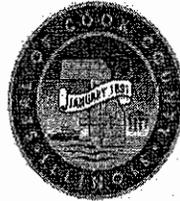


**PROFESSIONAL SERVICES AGREEMENT**

**CONSULTING AND TECHNICAL ASSISTANCE SERVICES FOR ACCESS TO  
COMMUNITY – BASED TREATMENT COURT (“ACT”) PROGRAM**

**CONTRACT NO. 1360-13121**

**BETWEEN**



**COOK COUNTY GOVERNMENT  
THE OFFICE OF THE CHIEF JUDGE**

**AND**

**CHICAGO APPLESEED FUND FOR JUSTICE**

## PROFESSIONAL SERVICES AGREEMENT

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Economic Disclosure Statement  
Signature Pages

### List of Exhibits

- Exhibit 1 Scope of Services and Schedule of Compensation
- Exhibit 2 Evidence of Insurance
- Exhibit 3 Economic Disclosure Statement / Signature Pages

## **AGREEMENT**

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of the Office of the Chief Judge hereinafter referred to as "County" and Chicago Appleseed Fund For Justice, doing business as a not-for profit corporation of the State of Illinois hereinafter referred to as "Provider", pursuant to authorization by the County.

## **BACKGROUND**

*Provider represents that it has the professional experience and expertise to provide the necessary services and further warrants that it is ready, willing, and able to perform in accordance with the terms and conditions as set forth in this Agreement.*

**NOW, THEREFORE**, the County and Provider agree as follows:

## **TERMS AND CONDITIONS**

### **ARTICLE 1) INCORPORATION OF BACKGROUND**

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

### **ARTICLE 2) DEFINITIONS**

#### **a) Definitions**

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

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

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

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

**"Using Department"** means the Office of the Chief Judge, Social Services, and/or Adult Probation Department.

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

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

**b) Interpretation**

- I. The term **"include"** (in all its forms) means, "include, without limitation" unless the context clearly states otherwise.
- II. All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.
- III. Words importing persons include firms, associations, partnerships, trusts, corporations, and other legal entities, including public bodies, as well as natural persons.
- IV. Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to it, are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.
- V. Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.
- VI. All references to a number of days mean calendar days, unless expressly indicated otherwise.

**c) Incorporation of Exhibits**

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

- |           |  |
|-----------|--|
| Exhibit 1 | Scope of Services and Schedule of Compensation |
| Exhibit 2 | Evidence of Insurance                          |
| Exhibit 3 | Economic Disclosure Statement / Signature Page |

### **ARTICLE 3) DUTIES AND RESPONSIBILITIES OF PROVIDER**

#### **a) Scope of Services and Schedule of Compensation**

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

#### **b) Deliverables**

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

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

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

#### **c) Standard of Performance**

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

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

All Deliverables must be prepared in a form and content satisfactory to the Department and delivered in a timely manner consistent with the requirements of this Agreement.

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

**d) Personnel**

**i) Adequate Staffing**

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

**ii) Key Personnel**

Provider must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "Key Personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d (ii). The Department may at any time in writing notify Provider that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice, Provider must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement.

**iii) Salaries and Wages**

Provider and Subcontractors must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement

Provider underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Provider, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Provider to the respective employees to whom they are due. The parties

acknowledge that this Section 3.4(c) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

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

In the performance of this Agreement, including the procurement and lease of materials or equipment, Provider must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director. Provider's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Section 1 of the Economic Disclosure Statement, upon acceptance by the Compliance Director. Provider must utilize minority and women's business enterprises at the greater of the amounts committed to by the Provider for this Agreement in accordance with Section 1 of the Economic Disclosure Statement.

**Cook County Insurance Requirements  
Waiver of Subrogation and Insurance Requirements**

**Subrogation and Waiver**

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

The Vendor shall waive all rights of recovery against Cook County, Board of Commissioners and employees of the County which Vendor 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.

**Insurance Requirements of the Vendor**

Prior to the effective date of this Contract, the Vendor, at its cost, shall 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 Vendor's responsibility for payment of damages resulting from its operations under this Contract. All policies required herein are to be on a primary and non-contributory basis with respect to any insurance or self-insurance programs carried or administered by the County.

The Vendor'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.

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

### **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  
\$100,000 each Accident  
\$100,000 each Employee  
\$100,000 Policy Limit for Disease
- (2) Broad form all states coverage

#### **(b) Commercial General Liability Insurance**

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

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

- (a) All premises and operations;
- (b) Independent Contractor's Protection Liability;
- (c) Contractual Liability;
- (d) Products/Completed Operations;
- (e) Broad Form Property Damage Liability;
- (f) Cross Liability.

#### **(c) Commercial Automobile Liability Insurance**

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

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

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

If any professional services are provided, Vendor shall secure Professional Liability insurance covering any and all claims arising out of the performance or nonperformance of professional services for the County under this Agreement. This professional liability insurance shall remain in force for the life of the Vendor's obligations under this Agreement, and shall have a limit of liability of not less than \$1,000,000 with a deductible of not more than \$100,000. If any such policy is written on a claims made form, the retroactive date shall be prior to or coincident with the effective date of this contract. Claims made form coverage shall be maintained by the Vendor for a minimum of three years following the expiration or early termination of this contract and the Vendor shall annually provide the County with proof of renewal.

**Additional requirements**

(a) **Additional Insured**

Cook County, its officials, employees and agents shall be named as additional insured's 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.

(c) **Insurance Notices**

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

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

**f) Indemnification**

The Provider 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 Agreement by the Provider or the acts or omissions of the officers, agents, employees, Providers, Subcontractors, licensees, or invitees of the Provider. The Provider expressly understands and agrees that any Performance Bond or insurance protection required of the Provider or otherwise provided by the Provider, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

**g) Confidentiality and Ownership of Documents**

Provider acknowledges and agrees that information regarding this Agreement is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Provider or in any way, whether during the term of this Agreement or at any time thereafter, except solely as required in the course of Provider's performance hereunder. Provider 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. Provider 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 Provider shall be furnished to County without charge.

All documents, data, studies, reports, work product, or product created because of the performance of the Agreement (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 Agreement for the Provider 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 Provider's own purposes or for those of any third party. During the performance of the Agreement Provider shall be responsible for any loss or damage to the Documents while they are in possession, and any such loss or damage shall be restored at the expense of the Provider. The County and its designees shall be afforded full access to the Documents and the work at all times.

**h) Patents, Copyrights and Licenses**

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

Provider 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 Providers' 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 Provider'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, Provider with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Provider'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 Agreement; or Provider 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 Agreement.

**i) Examination of Records and Audits**

The Provider 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 Agreement, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Provider related to the Agreement, or to Provider's compliance with any term, condition or provision thereof. The Provider shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Agreement.

The Provider 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 Subcontractors involving transactions relating to the Subcontract or to such Subcontractor's compliance with any term, condition or provision thereunder or under the Agreement.

In the event the Provider receives payment under the Agreement, reimbursement for which is later disallowed by the County, the Provider 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 Provider under any Agreement with the County.

To the extent this Agreement pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Provider shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the Agreement, 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 Provider carries out any of its duties under the Agreement through a Subcontractor with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Provider will cause such Subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said Subcontract, the related organization will make available upon request of the Secretary of Health and Human

Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said Subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v) (1) (I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

**j) Subcontracting or Assignment of Agreement or Agreement Funds**

Once awarded, this Agreement 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 Provider from its obligations or change the terms of the Agreement. The Provider shall not transfer or assign any Agreement 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 Agreement, in whole or in part, or the unauthorized transfer or assignment of any Agreement funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Provider shall have no effect on the County and are null and void.

Prior to the commencement of the Agreement, the Provider shall identify in writing to the Chief Procurement Officer the names of any and all Subcontractors it intends to use in the performance of the Agreement. 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 Agreement. Provider shall incorporate into all Subcontracts all of the provisions of the Agreement which affect such Subcontracts. Copies of Subcontracts shall be provided to the Chief Procurement Officer upon request.

The Provider must disclose the name and business address of each Subcontractor, attorney, lobbyist, accountant, Provider and any other person or entity whom the Provider 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 Provider is not required to disclose employees who are paid or estimated to be paid. The Provider is not required to disclose employees who are paid solely through the Provider'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 Provider is uncertain whether a disclosure is required under this Section, the Provider 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 Providers and Subcontractors of the Agreement shall be accountable to the Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

**I) Professional Social Services Contracts**

If applicable, and in accordance with 34-146, of the Cook County Procurement Code, all Contractors or Providers providing services under a Professional Social Service Contract or Professional Social Services Agreement, shall submit an annual performance report to the Using Agency, i.e., the agency for whom the Contractor or Provider is providing the professional social services, that includes but is not limited to relevant statistics, an empirical analysis where applicable, and a written narrative describing the goals and objectives of the Contract or Agreement and programmatic outcomes. The annual performance report shall be provided and reported to the Cook County Board of Commissioners by the applicable Using Agency within forty-five days of receipt. Failure of the Contractor or Provider to provide an annual performance report will be considered a breach of contract or agreement by the Contractor or Provider, and may result in termination of the Contract or Agreement.

**ARTICLE 4) TERM OF PERFORMANCE**

**a) Term of Performance**

This Agreement takes effect on **October 01, 2013** and continues until **June 30, 2014** or until this Agreement is terminated in accordance with its terms, whichever occurs first.

**b) Timeliness of Performance**

- i. Provider must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Provider acknowledges that **TIME IS OF THE ESSENCE** and that the failure of Provider to comply with the time limits described in this Section 4 may result in economic or other losses to the County.
- ii. Neither Provider nor Provider's agents, employees or Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Provider by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

**ARTICLE 5) COMPENSATION**

**a) Basis of Payment**

The County will pay Provider according to the Scope of Services and Schedule of Compensation in the attached Exhibit 1 for the successful completion of services.

**b) Method of Payment**

All invoices submitted by the Provider shall be in accordance with the cost provisions according to the Scope of Services and Schedule of Compensation in the attached Exhibit 1. The invoices shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Provider 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. Provider shall not be entitled to invoice the County for any late fees or other penalties.

**c) Funding**

The source of funds for payments under this Agreement is identified in Exhibit 1, Scope of Services and Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 1 without a written amendment in accordance with Section 10.c.

**d) Non-Appropriation**

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

**e) Taxes**

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

**f) Price Reduction**

If at any time after the award, Provider 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 Agreement for the duration of the Agreement period. For purposes of this Section 5.f., Price Reduction, a general price reduction shall include reductions in the effective price charged by Provider 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 Provider makes in the price of the Deliverables to its prospective customers generally.

**g) Provider Credits**

To the extent the Provider 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 Agreement, such credits belong to the County and not any specific using department. Provider shall reflect any such credits on its invoices and in the amounts it invoices the County.

**ARTICLE 6) DISPUTES**

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

**ARTICLE 7) COMPLIANCE WITH ALL LAWS**

The Provider 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 Provider 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 Provider's employees, agents, or Subcontractors shall be the responsibility of the Provider.

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

**ARTICLE 8) SPECIAL CONDITIONS**

**a) Warranties and Representations**

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

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

- ii. warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Provider is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii. warrants that it will not knowingly use the services of any ineligible Provider or Subcontractor for any purpose in the performance of its Services under this Agreement;
- iv. warrants that Provider and its Subcontractors are not in default at the time this Agreement is signed, and have not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any Agreement awarded by the County;
- v. represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Provider warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- vi. represents that Provider and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1; and
- vii. acknowledges that any certification, affidavit, or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.1 and 9.3.

**b) Ethics**

- i) In addition to the foregoing warranties and representations, Provider warrants:
  - (1) no officer, agent, or employee of the County is employed by Provider or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.
  - (2) no payment, gratuity, or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractor to the prime Provider or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a Subcontract or order.

**c) Joint and Several Liability**

If Provider, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without

limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Provider is the joint and several obligation or undertaking of each such individual or other legal entity.

**d) Business Documents**

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

**e) Conflicts of Interest**

- i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.
- ii) Provider covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or Agreement that would conflict in any manner or degree with the performance of its Services under this Agreement.
- iii) Upon the request of the County, Provider must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Provider is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Provider's past or present clients. If Provider becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.
- iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, Subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties has a relationship with the persons or entities that submitted the proposals or bids for that project.
- v) The Provider further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.11 of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Provider's Services for others conflict with the Services Provider is to render for the County under this Agreement, Provider must terminate such other services immediately upon request of the County.

vi) Furthermore, if any federal funds are to be used to compensate or reimburse Provider under this Agreement, Provider represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Provider must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

**f) Non-Liability of Public Officials**

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

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

**a) Events of Default Defined**

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Provider to the County.
- ii) Provider's material failure to perform any of its obligations under this Agreement including the following:
  - (a) Failure due to a reason or circumstances within Provider's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;
  - (b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
  - (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
  - (d) Discontinuance of the Services for reasons within Provider's reasonable control; and
  - (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.

- iii) Any change in ownership or control of Provider without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.
- iv) Provider's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Provider acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.
- (v) Failure to comply with Section 7a. in the performance of the Agreement.
- (vi) Provider's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

**b) Remedies**

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

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

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

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

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

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of neither default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

**c) Early Termination**

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

After the notice is received, Provider must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 5, but if any compensation is described or provided for based on a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The County and Provider must attempt to agree on the amount of

compensation to be paid to Provider, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Provider is in full settlement for all Services satisfactorily performed under this Agreement.

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

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

**d) Suspension**

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

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

**e) Right to Offset**

In connection with performance under this Agreement:

The County may offset any excess costs incurred:

- (i) if the County terminates this Agreement for default or any other reason resulting from Provider's performance or non-performance;
- (ii) if the County exercises any of its remedies under Section 9.2 of this Agreement; or
- (iii) if the County has any credits due or has made any overpayments under this Agreement.

The County may offset these excess costs by use of any payment due for Services completed before the County terminated this Agreement or before the County exercised any remedies. If the amount offset is insufficient to cover those excess costs, Provider is liable

for and must promptly remit to the County the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the County.

**f) Delays**

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

**g) Prepaid Fees**

In the event this Agreement is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Provider 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.

**h) Termination for Convenience**

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Provider. 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 Agreement in full, unless otherwise specified in the notice of termination, the Provider 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 Agreement in part, unless otherwise specified in the notice of partial termination, the Provider shall immediately cease performance of those portions of the Agreement, which are terminated and shall promptly tender to the County all Deliverables relating to said portions of the Agreement, whether completed or in process. Provider shall refrain from incurring any further costs with respect to portions of the Agreement which are terminated except as specifically approved by the Chief Procurement Officer.

**ARTICLE 10) GENERAL CONDITIONS**

**a) Entire Agreement**

**i) General**

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

**ii) No Collateral Agreements**

Provider acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and

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

iii) **No Omissions**

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

**b) Counterparts**

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

**c) Modifications and Amendments**

The parties may during the term of the Agreement make modifications and amendments to the Agreement 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.

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

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

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

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

**d) Governing Law and Jurisdiction**

This Agreement shall be governed by and construed under the laws of the State of Illinois. The Providers 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 Agreement, or arising from any dispute or controversy arising in connection with or related to the Agreement, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Provider consents and submits to the jurisdiction thereof. In accordance with these provisions, Provider waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Agreement.

**e) Severability**

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

**f) Assigns**

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

**g) Cooperation**

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

**h) Waiver**

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

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

**i) Independent Contractors**

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

under this Agreement as independent Providers and not as a representative, employee, agent, or partner of the County.

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

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

**j) Governmental Joint Purchasing Agreement**

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

## **ARTICLE 11) NOTICES**

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

If to the County:       Cook County Office of the Chief Judge  
50 West Washington Street, Rm.260  
Chicago, Illinois 60602-3002  
Attention: Department Director

and

Chief Procurement Officer  
Cook County Government  
118 North Clark Street. Room 1018  
Chicago, Illinois 60602  
(Include County Contract Number on all notices)

If to Provider:       Chicago Appleseed Fund For Justice  
750 North Lake Shore Drive, 4<sup>th</sup> Floor  
Chicago, Illinois 60611  
Attention: Executive Director

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

## **ARTICLE 12) AUTHORITY**

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

*Consulting and Technical Assistance Services for Access to  
Community Based Treatment ("ACT") Program/Contract No. 1360-13121*

**EXHIBIT 1**

**Scope of Services  
and  
Schedule of Compensation**

# Chicago Appleseed Fund for Justice

An Affiliate of Appleseed

750 North Lake Shore Drive, Fourth Floor

Chicago, Illinois 60611

Telephone: (312) 988-6565 Fax (312) 397-1338

E-mail: [caffj@chicagoappleseed.org](mailto:caffj@chicagoappleseed.org) Website: [www.chicagoappleseed.org](http://www.chicagoappleseed.org)

September 18, 2013

Chicago Appleseed Fund for Justice will receive \$20,000 as a sub-contractor fee for the Adult Redeploy Planning Grant project over the period of October 1, 2013 through June 30, 2014. In return for this funding, Chicago Appleseed will provide the following: To prepare and deliver a Adjusted Target Population and Best Practices Research Report, assistance with the Technology Needs Assessment for the ACT Court and Cook County, and a diversion guide to Cook County.

## Chicago Appleseed Staffing:

Ali Abid -- Lead Researcher: 576 hours x \$27 per hour = \$15,552

- Regular meeting attendance over 270 days (9 months): 36 hours x \$27 = **\$972**
- Literature Review, Best Practices Research, Diversion Guide (secondary research and primary interviews), management of Pro Bono assistance, and Presentation: 320 hours x \$27 = **\$8,640**
- Technology Needs Assessment (secondary research and primary interviews), and Presentation: 220 hours x \$27 = **\$5,940**

Secondary Researcher(s) (interns): 120 hours x \$15 per hour = \$1,800

- Periodic meeting attendance: 30 hours x \$15 = **\$450**
- Literature Review Research: 90 hours x \$15 = **\$1,350**

Malcolm Rich -- Supervisor: \$2,000

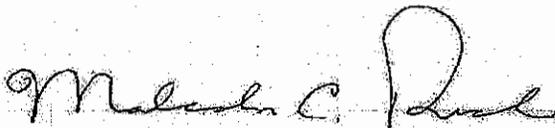
- Periodic meetings with staff researchers: 40 hours x \$50 = **\$2,000**

## Chicago Appleseed Non-Personnel:

Miscellaneous costs (Lexis Nexis, taxis, etc.): **\$648**

**Total: \$20,000**

Sincerely,



Malcolm Rich, Executive Director  
Chicago Appleseed Fund for Justice  
750 N. Lake Shore Dr 4<sup>th</sup> Floor  
Chicago, Illinois 60611  
Phone: 312-988-6552  
Email: [malcolmrich@chicagoappleseed.org](mailto:malcolmrich@chicagoappleseed.org)

**EXHIBIT 2**

**Evidence of Insurance**



CHICA71

OP ID: 6D

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

11/05/2013

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

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

<b>PRODUCER</b> Durkin Unit The Daniel & Henry Company 309 W. Washington, Ste. 1100 Chicago, IL 60606 Bill Durkin	<b>CONTACT NAME:</b> Bill Durkin	
	<b>PHONE (A/C, No, Ext):</b> 312-332-1904	<b>FAX (A/C, No):</b>
<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Travelers Cas & Sur Co of Amer		<b>31194</b>
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

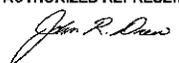
**INSURED** Chicago Appleseed Fund for Justice  
750 N. Lake Shore Dr. 4th Fl  
Chicago, IL 60611

**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	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS  <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
<b>A</b>	<b>D&amp;O Liability, EPL &amp; Crime</b>			<b>105513035</b>	<b>10/22/2013</b>	<b>10/22/2014</b>	<b>Limit</b> 1,000,000 <b>Retention</b> 1,000	

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

<b>CERTIFICATE HOLDER</b>  Cook County Government	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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Wrap+®

for Non-Profit Organizations

Declarations

POLICY NO. 105513035

Travelers Casualty and Surety Company of America  
One Tower Square  
Hartford, Connecticut 06183  
(A Stock Insurance Company, herein called the Company)

THE LIABILITY COVERAGES AND THE THIRD PARTY LIABILITY INSURING AGREEMENTS ARE WRITTEN ON A CLAIMS-MADE BASIS. THE LIABILITY COVERAGES AND THE THIRD PARTY LIABILITY INSURING AGREEMENTS COVER ONLY CLAIMS FIRST MADE AGAINST INSUREDS DURING THE POLICY PERIOD. THE LIMIT OF LIABILITY AVAILABLE TO PAY SETTLEMENTS OR JUDGMENTS WILL BE REDUCED BY DEFENSE EXPENSES, AND DEFENSE EXPENSES WILL BE APPLIED AGAINST THE RETENTION. THE COMPANY HAS NO DUTY TO DEFEND ANY CLAIM UNLESS DUTY-TO-DEFEND COVERAGE HAS BEEN SPECIFICALLY PROVIDED HEREIN.

ITEM 1 NAMED INSURED/INSURANCE REPRESENTATIVE:

FUND FOR JUSTICE

D/B/A:  
CHICAGO APPLESEED FUND FOR JUSTICE

Principal Address:  
750 N. LAKE SHORE DR., 4TH FLOOR  
CHICAGO, IL 60611

ITEM 2 POLICY PERIOD:

Inception Date: October 22, 2013                      Expiration Date: October 22, 2014  
12:01 A.M. standard time both dates at the Principal Address stated in ITEM 1.

ITEM 3 ALL NOTICES OF CLAIM OR LOSS MUST BE SENT TO THE COMPANY BY EMAIL, FACSIMILE, OR MAIL AS SET FORTH BELOW:

Email: bfpclaims@travelers.com  
FAX: (888) 460-6622

Mail: Travelers Bond & Financial Products Claim  
385 Washington St. - Mail Code 9275-NB03F  
St Paul, MN 55102

ITEM 4 COVERAGE INCLUDED AS OF THE INCEPTION DATE IN ITEM 2:

Liability Coverages

- Non-Profit Organization Directors and Officers Liability
- Employment Practices Liability

\$1,000

for each Claim under Insuring Agreement B., if applicable

Prior and Pending Proceeding Date:

Claims for Wrongful Employment Practices:  
Claims for Third Party Wrongful Acts:

October 22, 2009  
October 22, 2009

Continuity Date:

Claims for Wrongful Employment Practices:  
Claims for Third Party Wrongful Acts:

October 22, 2009  
October 22, 2009

**FIDUCIARY LIABILITY**

Limit of Liability:

Not Covered

for all Claims

Settlement Program Limit of Liability:

Not Covered

for each Settlement Program Notice, which amount is included within, and not in addition to, any applicable limit of liability

HIPAA Limit of Liability:

Not Covered

which amount is included within, and not in addition to, any applicable limit of liability

Additional Defense Coverage:

Applicable

Not Applicable

Additional Defense Limit of Liability:

Not Covered

for all Claims

Retention:

for each Claim under Insuring Agreement A.  
for each Settlement Program Notice under Insuring Agreement B.

Prior and Pending Proceeding Date:

Continuity Date:

**MISCELLANEOUS PROFESSIONAL LIABILITY**

Limit of Liability:

Not Covered  
Not Covered

for each Claim; not to exceed  
for all Claims

Additional Defense Coverage:

Applicable

Not Applicable

Additional Defense Limit of Liability:

Not Covered

for all Claims

Retention:

for each Claim

Prior and Pending Proceeding Date:

Not Applicable

KIDNAP AND RANSOM		
INSURING AGREEMENT	LIMIT OF INSURANCE	RETENTION
A. Kidnap and Ransom	Not Covered for each Insured Event	for each Insured Event
B. Extortion for Ransom	Not Covered for each Insured Event	for each Insured Event
C. Detention and Hijack	Not Covered for each Insured Event	for each Insured Event
D. In Transit/Delivery	Not Covered for each Insured Event	for each Insured Event
E. Rest and Rehabilitation Expenses	Not Covered per Insured Person	for each Insured Event
F. Personal Accident	Not Covered per Insured Person, subject to the <b>BENEFIT SCHEDULE</b> found in section <b>III. DEFINITIONS Y.</b> , not to exceed <b>Not Covered</b> in the aggregate for the <b>Policy Period</b>	for each Insured Event
G. Additional Expenses	Not Covered for each Insured Event	for each Insured Event
H. Legal Liability	Not Covered for each Insured Event	for each Insured Event

**Crisis Response Firm Fees and Expenses:** Unlimited for each Insured Event

**Policy Aggregate Limit of Insurance:**  Applicable  Not Applicable

If a Policy Aggregate Limit of Insurance is applicable, then the Policy Aggregate Limit of Insurance for each **Policy Period** is: **Not Applicable**

If a Policy Aggregate Limit of Insurance is not included, then this **Kidnap and Ransom Policy** is not subject to a Policy Aggregate Limit of Insurance as set forth in section **V. CONDITIONS, C.1.**

<p><b>Crisis Response Firm:</b>  Olive Group  23 Buckingham Gate  London, SW1E 6LB, UK  UK Telephone: +44 (0)207 240 3237  USA Telephone: +1 713-918-6401  Olive Group Email:  <a href="mailto:info@olivegroupresponse.com">info@olivegroupresponse.com</a>  Olive Group Website:  <a href="http://www.olivegroupresponse.com">www.olivegroupresponse.com</a></p>	<p><b>Travelers Bond and Financial Products  Claim Contact Numbers:</b></p> <p>USA Telephone: +1 800 842-8496  (Available 24/7/365)  See ITEM 3 of the Declarations for the  Travelers Claim mailing address.</p>
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**Policy Period** for all **Claims** under each purchased **Liability Coverage** and **Cyber Coverage**, and all **First Party Loss or Expenses** under each purchased **Cyber Coverage**, as set forth in **ITEM 4** of these **Declarations**, shall not exceed the **AGGREGATE LIMIT OF LIABILITY/LIMIT OF INSURANCE** set forth in **ITEM 14** above; provided that any applicable **Additional Defense Limit of Liability** or **Supplemental Personal Indemnification Limit of Liability** are in addition to, and not part of, such **AGGREGATE LIMIT OF LIABILITY/LIMIT OF INSURANCE**.

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**PRODUCER INFORMATION:**

**DANIEL & HENRY COMPANY**  
**309 W WASHINGTON ST STE 1100**  
**CHICAGO, IL 60606**

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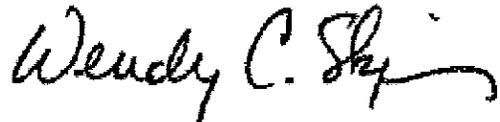
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Countersigned By

IN WITNESS WHEREOF, the Company has caused this policy/bond to be signed by its authorized officers.



President, Bond & Financial Products



Corporate Secretary

WEC WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

INSURER: TWIN CITY FIRE INSURANCE COMPANY

ONE HARTFORD PLAZA, HARTFORD, CONNECTICUT 06155

NCCI Company Number:

14974

Company Code: 7



04185

\*3500283KC08200101

POLICY NUMBER:  
Previous Policy Number:

83 WEC KC0820

83 WEC KC0820

Suffix	
LARS	RENEWAL
	10

HOUSING CODE: DV

- 1. Named Insured and Mailing Address: THE FUND FOR JUSTICE  
(No., Street, Town, State, Zip Code)

750 N LAKE SHORE DR 4TH FLOOR  
CHICAGO, IL 60611

FEIN Number: 237059214

State Identification Number(s):  
UIN:

The Named Insured is: CORPORATION

Business of Named Insured: CIVIC ASSOCIATIONS - NOT FOR P

Other workplaces not shown above: 750 N LAKE SHORE DR 4TH FLOOR  
CHICAGO IL 60611

- 2. Policy Period: From 04/01/13 To 04/01/14  
12:01 a.m., Standard time at the insured's mailing address.

Producer's Name: MESIROW INS SERVICES INC/BBT/PHS

PO BOX 29611  
CHARLOTTE, NC 28229

Producer's Code: 551324

Issuing Office: THE HARTFORD  
8711 UNIVERSITY EAST DRIVE  
CHARLOTTE NC 28213  
(866) 467-8730

Total Estimated Annual Premium: \$609

Deposit Premium:

Policy Minimum Premium: \$358 IL

Audit Period: ANNUAL

Installment Term:

The policy is not binding unless countersigned by our authorized representative.

Countersigned by

Authorized Representative

01/19/13  
Date

3. A. **Workers Compensation Insurance:** Part one of the policy applies to the Workers Compensation Law of the states listed here: IL

B. **Employers Liability Insurance:** Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:

<b>Bodily injury by Accident</b>	\$100,000	<b>each accident</b>
<b>Bodily injury by Disease</b>	\$500,000	<b>policy limit</b>
<b>Bodily injury by Disease</b>	\$100,000	<b>each employee</b>

C. **Other States Insurance:** Part Three of the policy applies to the states, if any, listed here:

ALL STATES EXCEPT ND, OH, WA, WY, AND STATES DESIGNATED IN ITEM 3.A. OF THE INFORMATION PAGE.

D. **This policy includes these endorsements and schedule:**

WC 00 04 21C WC 00 04 22A WC 99 03 80 WC 00 04 14 WC 00 04 19  
 WC 12 03 06A WC 12 06 01D

4. **The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.**

Classifications Code Number and Description	Premium Basis		Estimated Annual Premium
	Total Estimated Annual Remuneration	Rates Per \$100 of Remuneration	
8810 CLERICAL OFFICE EMPLOYEES NOC	97,700	.26	254
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM			254
EXPENSE CONSTANT (0900)			280
IL INDUSTRIAL COMMISSION SURCHARGE 1.01 PERCENT			6
TERRORISM (9740)	97,700	.050	49
CATASTROPHE (9741)	97,700	.020	20
TOTAL ESTIMATED ANNUAL PREMIUM			609

**Total Estimated Annual Premium:** \$609  
**Deposit Premium:**  
**Policy Minimum Premium:** \$358 IL

**Interstate/Intrastate Identification Number:**

**Labor Contractors Policy Number:**

NAICS:  
 SIC: 8641  
 UIN:  
 NO. OF EMP: 000002

\*3500283KC08200101 04186



# Request by Chicago Appleseed Fund for Justice for a Waiver of General Liability Insurance Requirement

Re: Contract Number: 1360-13121

The Fund for Justice, dba Chicago Appleseed Fund for Justice, is requesting a waiver from the Cook County Procurement requirement that we have general liability coverage. To this end, we offer the following for consideration:

- We are a non-profit Illinois corporation with a budget of \$285,000. We employ three full-time persons.
- We will be receiving only \$20,000 through this contract.
- We have the following insurance coverage:
  - Workers' Compensation Liability Insurance
  - Directors and Officers Liability Insurance
- We have submitted Certificates for each of these policies, with Cook County listed as a Certificate Holder, as requested.
- We do not own property and sublet office space from the American Bar Foundation which, in turn, rents its office space from Northwestern University.
- Purchasing general liability insurance would be a hardship for us. The cost for such a policy would be at least 25% of the total contract revenue we would receive.

In light of the foregoing, I respectfully request that the Fund for Justice, dba Chicago Appleseed Fund for Justice, receive a waiver from having to purchase general liability insurance for the purpose of receiving this contract.

Sincerely,

A handwritten signature in black ink, appearing to read "m c R", with a stylized, cursive script.

Malcolm C. Rich

Executive Director

Chicago Appleseed Fund for Justice

750 N. Lake Shore Dr. 4<sup>th</sup> Floor

Chicago, IL 60611

Phone: 312-988-6552

Email: [malcolmrich@chicagoappleseed.org](mailto:malcolmrich@chicagoappleseed.org)

**EXHIBIT 3**

**Economic Disclosure Statement /Signature Pages**

**ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENT  
INDEX**

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

**MBE/WBE UTILIZATION PLAN (SECTION 1)**

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

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

NA Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)

NA Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance)

NA Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Attach additional sheets as needed.

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

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

N A

M/WBE Firm: NA

Certifying Agency: \_\_\_\_\_

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

Certification Expiration Date: \_\_\_\_\_

City/State: \_\_\_\_\_ Zip \_\_\_\_\_

FEIN #: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

Email: \_\_\_\_\_

Contract #: \_\_\_\_\_

Participation:  Direct  Indirect

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

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

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

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

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

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

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

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

Signature (M/WBE) \_\_\_\_\_

Signature (Prime Bidder/Proposer) \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Firm Name \_\_\_\_\_

Firm Name \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Subscribed and sworn before me

Subscribed and sworn before me

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

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

Notary Public \_\_\_\_\_

Notary Public \_\_\_\_\_

SEAL

SEAL

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

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

FULL MBE WAIVER                       FULL WBE WAIVER

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

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

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

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

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

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

(2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. (Please explain)

(3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. (Please explain)

(4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. (Please explain) *We will be utilizing no additional assistance in fulfilling the terms of this contract.*

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

(1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. (Please attach)

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

(3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services. (Please attach)

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

(5) Engaged MBEs & WBEs for indirect participation. (Please explain)

**D. OTHER RELEVANT INFORMATION**

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

## CERTIFICATIONS (SECTION 4)

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

### A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

### B. BID-RIGGING OR BID ROTATING

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

### C. DRUG FREE WORKPLACE ACT

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

**D. DELINQUENCY IN PAYMENT OF TAXES**

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

**E. HUMAN RIGHTS ORDINANCE**

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

**F. ILLINOIS HUMAN RIGHTS ACT**

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

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

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

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

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

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

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

**REQUIRED DISCLOSURES (SECTION 5)**

**1. DISCLOSURE OF LOBBYIST CONTACTS**

NA

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

Name

Address

---

---

---

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

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

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

Yes:  No:

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

750 N. Lake Shore Dr. 4th Fl.  
Chicago, IL. 60611

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

Yes:  No:

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

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

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-8) and complete the following, based upon the definitions and other information included in such Affidavit.

**4. REAL ESTATE OWNERSHIP DISCLOSURES.**

The Undersigned must indicate by checking the appropriate provision below and providing all required information that either:

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

NA PERMANENT INDEX NUMBER(S): \_\_\_\_\_  
\_\_\_\_\_

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b)  The Undersigned owns no real estate in Cook County.

**5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.**

If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

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

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Undersigned certified to all Certifications and other statements contained in this EDS.

# COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 of 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 Chicago Ap D/B/A: Chicago Appleseed EIN NO.: 23-7059214  
Fund for Justice, Inc. Fund for Justice

Street Address: 750 N. Lake Shore Dr. 4th Fl.

City: Chicago State: IL Zip Code: 60676

Phone No.: 312-988-6552

### Form of Legal Entity:

Sole Proprietor  Partnership  Corporation  Trustee of Land Trust

Business Trust  Estate  Association  Joint Venture

Other (describe) non-profit corporation

**Ownership Interest Declaration:**

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

Name	Address	Percentage Interest in Applicant/Holder
NA		

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

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

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

Name	Address	Percentage of Beneficial Interest	Relationship

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

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

Malcolm C. Rick  
Name of Authorized Applicant/Holder Representative (please print or type)  
Malcolm C. Rick  
Signature  
catkj@chicagoappleseed.org  
E-mail address

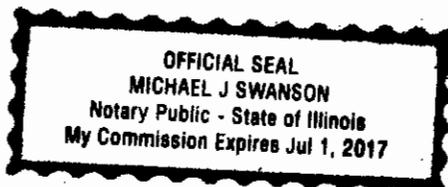
Executive Director  
Title  
11/5/2013  
Date  
312-988-6552  
Phone Number

Subscribed to and sworn before me this 5<sup>th</sup> day of NOV., 2013

My commission expires: July 1, 2017

x Michael J. Swanson  
Notary Public Signature

Notary Seal





## COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040

CHICAGO, ILLINOIS 60602

312/603-4304

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

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

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

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

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304. *Note:* A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at: [http://www.cookcountygov.com/taxonomy/ethics/Listings/cc\\_ethics\\_VendorList\\_.pdf](http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf)

### **DEFINITIONS:**

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

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

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

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

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

**SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM**

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

Name of Owner/Employee: Malcolm C. Rich Title: Executive Director

Business Entity Name: Fund for Justice Chicago Applesoed Phone: 312-988-6552

Business Entity Address: 750 N. Lake Shore Dr. Chicago, IL 60611

NA The following familial relationship exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.  
(None)

Owner/Employee Name:	Related to:	Relationship:
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

If more space is needed, attach an additional sheet following the above format.

\_\_\_\_\_ There is *no* familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

To the best of my knowledge and belief, the information provided above is true and complete.

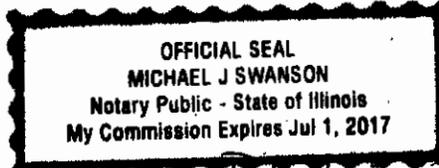
Malcolm C. Rich  
Owner/Employee's Signature

11/5/13  
Date

Subscribe and sworn before me this 5<sup>th</sup> Day of November, 2013

a Notary Public in and for Cook County

Michael J. Swanson  
(Signature)



NOTARY PUBLIC  
SEAL

My Commission expires July 1, 2013

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

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

NA

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

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

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

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

\_\_\_\_\_

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

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

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

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

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

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

Subscribed to and sworn before me this

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

My commission expires:

X \_\_\_\_\_

Notary Public Signature

\_\_\_\_\_

Notary Seal

NA

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

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

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

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

\_\_\_\_\_

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

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

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

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

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

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

Subscribed to and sworn before me this

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

My commission expires:

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

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

NA

**SIGNATURE BY A SOLE PROPRIETOR  
(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 facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

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

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

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

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

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

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

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

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

Subscribed to and sworn before me this

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

My commission expires:

X \_\_\_\_\_

Notary Public Signature

\_\_\_\_\_

Notary Seal

NA

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

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

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

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

\_\_\_\_\_

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

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

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

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

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

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

Subscribed to and sworn before me this

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

My commission expires:

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

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

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

NA

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

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

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

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

\_\_\_\_\_

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

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

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

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

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

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

Subscribed to and sworn before me this

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

My commission expires:

X \_\_\_\_\_

Notary Public Signature

\_\_\_\_\_

Notary Seal

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

NA

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

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

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

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

\_\_\_\_\_

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

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

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

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

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

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

Subscribed to and sworn before me this

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

My commission expires:

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

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

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

NA

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

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

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

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

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

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

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

MANAGING MEMBER: \_\_\_\_\_ MANAGING MEMBER: \_\_\_\_\_

\*\*SIGNATURE OF MANAGER: \_\_\_\_\_

ATTEST: \_\_\_\_\_

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

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

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

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

\*\* Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.

NA

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

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

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

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

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

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

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

MANAGING MEMBER: \_\_\_\_\_ MANAGING MEMBER: \_\_\_\_\_

\*\*SIGNATURE OF MANAGER: \_\_\_\_\_

ATTEST: \_\_\_\_\_

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

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

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

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

\*\* Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.

NA

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

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

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

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

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

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

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

MANAGING MEMBER: \_\_\_\_\_ MANAGING MEMBER: \_\_\_\_\_

\*\*SIGNATURE OF MANAGER: \_\_\_\_\_

ATTEST: \_\_\_\_\_

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

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

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

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

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

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

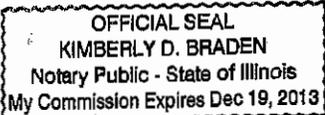
BUSINESS NAME: Fund For Justice Inc  
BUSINESS ADDRESS: 750 N. Lake Shore Dr. 4th Floor  
Chicago, IL 60611  
BUSINESS TELEPHONE: 312-988-6552 FAX NUMBER: 312-397-1338  
CONTACT PERSON: Malcolm C. Rich  
FEIN: 23-7059214 \*IL CORPORATE FILE NUMBER: 49624999

**LIST THE FOLLOWING CORPORATE OFFICERS:**

PRESIDENT: Laura Feldman VICE PRESIDENT: Cretchen Wolf  
SECRETARY: \_\_\_\_\_ TREASURER: Joseph Pope

\*\*SIGNATURE OF PRESIDENT: Laura Feldman  
ATTEST: Malcolm C. Rich (CORPORATE SECRETARY)

Subscribed and sworn to before me this  
31 day of OCTOBER, 2013  
[Signature]  
Notary Public Signature



My commission expires:  
12/19/2013  
Notary Seal

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

\* DBA Chicago Appleseed Fund for Justice

Resolutions

Resolved, that Executive Director, Malcolm C. Rich, is hereby authorized to sign on behalf of the corporation, Fund for Justice Inc.\*

Agreed by Unanimous Vote

Board of Directors

January 19, 2010

Attest:

Ellen C. Craig  
(Corporate Secretary)

Subscribed and sworn to before me this

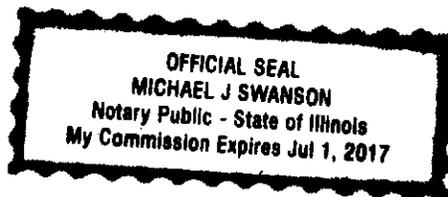
My commission expires:

15 day of November 2013

July 1 2017

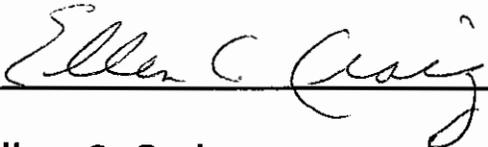
Notary Public Signature

Michael J. Swanson



Certificate of Resolution by the Board of Directors, Fund for Justice, Inc, dba Chicago Appleseed Fund for Justice

I, Ellen C. Craig, being a member of the Executive Committee of the Fund for Justice Inc, dba Chicago Appleseed Fund for Justice, a corporation duly organized and in good standing in the state of Illinois, certify that the attached resolution authorizing Executive Director, Malcolm Rich to sign on the behalf of the corporation, was duly enacted adopted at a meeting of the Board of Directors on January 19, 2010, at which a quorum of the board of directors was present and in attendance and was approved by unanimous consent. No action has been taken to rescind or amend this Resolution and it remains in full force and effect.

  
\_\_\_\_\_  
Ellen C. Craig  
(Corporate Secretary)  
November 15, 2013

## ADDENDUM TO AGREEMENT

The Cook County, hereafter referred to as the "Implementing Agency" and Chicago Appleseed Fund for Justice, 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 Authority or the Implementing Agency. The Illinois Criminal Justice Information Authority (Authority) shall not be responsible for the performance, acts or omissions of the Contractor. The Implementing Agency 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: 605427343

b) To maintain a current registration in the System for Award Management (SAM) 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.sam.gov](http://www.sam.gov) or by calling 1-888-227-2423.

CONTRACTOR'S SAM registration is valid until: 10/28/2014

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

CONTRACTOR'S CAGE Code: 703F7

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, 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 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 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 8 PROCUREMENT REQUIREMENTS/CONFLICT OF INTEREST:**

All procurement transactions shall be conducted by CONTRACTOR in a manner to provide, to the maximum extent practical, open and free competition. CONTRACTOR must use procurement procedures that minimally adhere to applicable executive orders, state laws, and regulations. No employee, officer or agent of CONTRACTOR shall participate in the selection, or in the award or administration of a contract supported by Adult Redeploy Illinois funds if a conflict of interest, real or apparent, would be involved.

## **SECTION 9 APPLICABLE LAW:**

CONTRACTOR shall operate in conformance with the following State 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 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 10 CERTIFICATIONS REGARDING DEBARMENT AND A DRUG-FREE WORKPLACE:**

As required by the Authority, CONTRACTOR shall complete and submit the state 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 11 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 Adult Redeploy Illinois funds, the CONTRACTOR shall clearly state (1) the percentage of the total cost of the program or project which will be financed with Adult Redeploy Illinois funds, and (2) the dollar amount of Adult Redeploy Illinois funds for the project or program.

#### **SECTION 12 COPYRIGHTS, PATENTS:**

If this agreement results in a copyright, the Illinois Criminal Justice Information Authority, 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 Implementing Agency, and the Implementing Agency 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.

#### **SECTION 13 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 Adult Redeploy Illinois funds, no later than 60 days prior to its printing.

Any such publication shall contain the following statement:

"This project was supported by grant from 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 State of Illinois, 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 14 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 Authority no later than 9 months after the close of the Implementing Agency'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 15 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 Implementing Agency's director, the Implementing Agency 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 16. COMMENCEMENT OF PERFORMANCE**

If performance has not commenced within 60 days of the starting date of this agreement, the Contractor agrees to report by letter to the Authority the steps taken to initiate the program, the reasons for the delay, and the expected starting date.

If the program is not operational within 90 days of the starting date of this agreement, the Contractor agrees to submit a second letter to the Authority explaining the implementation delay. The Implementing Agency may at its discretion either cancel this agreement or extend the implementation date of the program past the 90-day period.

If the program is interrupted for more than 30 days after commencement, due to loss of staff or any other reason, the Contractor agrees to notify the Implementing Agency in writing explaining the reasons for the interruption and the steps being taken to resume operation of the program. The Implementing Agency may, at its discretion, reduce the amount of funds awarded and/or terminate this agreement if the program is interrupted for more than 90 days.

If this agreement is terminated due to this section, the Implementing Agency will only pay for those services rendered as of the date service delivery ceased. Any funds advanced to the Contractor and not expended as of that date shall be repaid to the Implementing Agency upon notification by the Implementing Agency

#### **SECTION 17. NON-SUPPLANTATION**

The Contractor certifies that funds made available under this agreement will not be used to supplant/replace State or local funds that would otherwise be made available to the Implementing Agency for purposes related to this program. The Implementing Agency certifies that funds made available under this agreement will be used to supplement/increase existing funds for such purposes.

#### **SECTION 18. REPORTING POTENTIAL FRAUD, WASTE OR SIMILAR MISCONDUCT.**

The Contractor shall promptly refer to the Authority, any credible evidence that a principal, employee, agent, contractor, subcontractor, or subgrantee has either committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving grant funds.

Potential fraud, waste, abuse or misconduct shall be reported to the Authority by mail at:

Illinois Criminal Justice Information Authority  
300 W. Adams Suite 200  
Chicago, IL 60606

Phone: 312- 793-8550

#### **SECTION 19. INTERNATIONAL ANTI-BOYCOTT CERTIFICATION**

The Implementing Agency certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

#### **SECTION 20. SEXUAL HARASSMENT POLICIES**

The Contractor agrees to establish and maintain written sexual harassment policies that shall include, at a minimum, the following information:

- 1) The illegality of sexual harassment;
- 2) The definition of sexual harassment under State law;
- 3) A description of sexual harassment, utilizing examples;
- 4) The Contractor's internal complaint process including penalties;
- 5) The legal recourse, investigative and complaint process available through the Department of Human Rights and the Commission;
- 6) Directions on how to contact Department of Human Rights and the Commission; and
- 7) Protections against retaliation as provided by the Human Rights Act. 775 ILCS 5/6-101

**SECTION 21. USE OF FUNDS**

Contractor certifies that it, and its subcontractors, shall use funds for only allowable services, activities and costs, as described in the agreement between the Implementing Agency and the Contractor.

The Contractor certifies that only those costs listed in the agreement between the Implementing Agency and the Contractor shall be paid pursuant to this agreement. The Contractor understands the payment of funds shall be withheld until such certifications are received by the Implementing Agency.

**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.

*John G. M*

Authorized representative of the Implementing Agency

*23 December 2013*

Date

*M. McCord*

Authorized representative of the CONTRACTOR

*12/20/13*

Date



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**SOLE SOURCE CHECKLIST –  
CHICAGO APPLESEED FUND FOR JUSTICE**  
*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.

Chicago Appleseed Fund  
750 North Lakeshore Drive  
4<sup>th</sup> Floor  
Chicago, IL 60611  
312-988-6565  
VENDOR # 811125  
TIN: 23-7059214

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?

**Evidence-based research and technical assistance.** Through data analysis, qualitative interviews, and extensive research on alternatives to incarceration in Cook County, the Chicago Appleseed Fund for Justice (CAFFJ) will continue its work on designing Best Practices for the ACT Court as it grows from year to year, and as adjustments are needed in the process.

**Legal Memoranda and Guides on Alternatives to Incarceration:** As part of the teaching function of the ACT Court and to promote the optimal use of diversion programs available in Cook County, CAFFJ intends to provide legal research on various stakeholder questions on alternatives to incarceration in Cook County, and to develop a guide for practitioners and the public to the various alternatives to incarceration and diversion programs in Cook County. This work will take the form of memoranda in response to particular questions, and will be based on research, data collection and analysis, and qualitative interviews.

**Technology:** CAFFJ will assist MIS consultants in producing a technology needs assessment for Cook County, providing training, and contributing to the design of the new case management information system. Specifically CAFFJ intends to gather information on current management systems used throughout the County agencies and treatment providers, develop a Uniform Court Report for the ACT Court, and design a



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suitable system. This work will take the form of a memorandum reviewing the current MIS capabilities of Cook County and the needs of the ACT Court.

**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?**

CAFFJ is a criminal justice policy institute that works with government partners to introduce evidence-based improvements in the quality of criminal justice in Cook County. With respect to the ACT Court project, CAFFJ has provided much of the research and technical assistance during its planning phase, including the following:

- Formulation of target population of ACT Court: through data analysis, qualitative interviews, and extensive research on alternatives to incarceration in Cook County, CAFFJ has outlined a target population for the ACT Court that meets Adult Redeploy Illinois goals and is not duplicative of other efforts currently underway.
- Best practices research: CAFFJ has provided suggestions for the optimal functioning of the court, including assisting with formulating the structure and procedures of the ACT Court.
- Technology research: Researched prospective MIS (Management Information Systems) for the ACT Court.

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

CAFFJ is a non-profit, non-governmental research and policy institute focusing on matters relating to criminal justice. CAFFJ specializes in doing comparative best practices research on innovations in criminal justice policies and practices, with a particular focus on diversion programs, alternatives to incarceration, and the functioning of the Cook County criminal justice system.

These traits are ideally suited for the ACT Court project as it will require and has required technical and research assistance that draws upon the comparative research and lessons from jurisdictions across the country and trends in evidence-based criminal justice policies, but also with a view to the specific functions and structure of the Cook County system.

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

Yes. CAFFJ commands a large network of pro bono counsel to assist with many of its research projects along with a full-time staff that manage pro bono counsel and serve as



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the dedicated staffers on projects such as the ACT Court. Due to this structure, CAFFJ is able to provide far more research, experience, and work time than a governmental agency could have time or ability on its own.

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

Due to CAFFJ's familiarity with the program and its years of work on diversion programs and alternatives to incarceration in Cook County and beyond, CAFFJ is well positioned to monitor, anticipate, and address the needs of the ACT Court as they develop. CAFFJ will work closely with all the key actors in the ACT Court implementation and managing process—as it currently does—continuously offering needed services.

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

Yes, CAFFJ has provided substantial portions of the research in the planning phase of the project. See the answer to question 2(a) for further details.

Due to CAFFJ's familiarity with the ACT Court, it is better situated to anticipate its needs. For example, as CAFFJ did the principal work on formulating the target population of the court, the adjustments that need to be made for the expansion of the ACT Court and any unforeseen developments that may come up will be best addressed by the organization that knows the underlying principles of the research, the requirements of Adult Redeploy Illinois, and has the necessary contacts for data in the various relevant agencies. Similarly, the same principal applies to the technology portion of the ACT Court project, for which CAFFJ has done much of the advance work, and for the formulation of guide(s) and legal memoranda representing the teaching portion of the ACT Court.

**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?**

CAFFJ's structure is unique to non-governmental non-profit policy institutes in Cook County. CAFFJ is the only such institute that focuses on systemic reform, comparative best practices, and the Cook County system in particular. Furthermore, they specialize in working with government partners to implement evidence-based improvement in the administration of criminal justice. Lastly, due to its familiarity with ACT Court, its resources both in the form of full-time staff and pro bono counsel, CAFFJ is uniquely well-suited to providing research and technical assistance to the ACT Court.



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

The process of contract negotiation must begin immediately, so that CAFFJ could begin work no later than November 1, 2013. These timelines are critical since the program grant is limited to nine months, from October 1, 2013, to June 30, 2014.

CAFFJ's services ensure that the ACT Court will implement evidence-based policies and practices from its start. A significant delay in their retention (as would be required for an RFP, for example) would jeopardize the quality of the ACT Court from its early, critical start-up stage.

- 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?

If an RFP were required, the project would either be significantly delayed or the project may start with unanswered policy and procedural questions. Upon the retention of the ACT Project Manager, expected on or about October 2, 2013, this person would immediately be required to divert attentions to developing the RFP. The RFP process, from design, to evaluation generally requires at least nine months, after which contracts must be negotiated and approved. As a result, the project start date, now anticipated for November 1, 2013, would likely be pushed back into late spring 2014.

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

We are not aware of any other vendor that possesses CAFFJ's unique understanding of the Cook County specialty courts from a law and policy perspective. However, if a new vendor were introduced into the process, perhaps an additional four to six months would be required to get them up to speed, effectively delaying the program into the spring of 2014.

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

The ACT Court aims to take advantage of federally funded expanded health coverage under the Affordable Care Act. By diverting individuals from locally funded jail and prison into federally-funded medical and behavioral health services, ACT proposes to considerable financial benefit to Cook County and the State of Illinois. Any delay in starting ACT would waste these savings, as eligible ACT participants would be detained and treated in county and state-funded correctional facilities.

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

None.



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I, James R. Anderson, Executive Officer, Office of the Chief Judge, 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.

Circuit Court of Cook County  
Program Agency

7931301  
County Grant Number

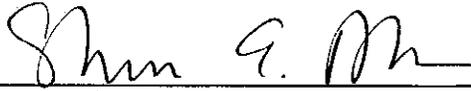
James R. Anderson, Executive Officer  
Signature and Title of Authorized Representative

October 3, 2013  
Date

A handwritten signature in black ink, appearing to be "J.R. Anderson", written over a horizontal line.

COOK COUNTY SIGNATURE PAGE  
(SECTION 10)

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



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 23 DAY OF December, 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

**1360-13121**

**OR**

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

\_\_\_\_\_

TOTAL AMOUNT OF CONTRACT: \$ 20,000.00  
(DOLLARS AND CENTS)

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

APPROVED AS TO FORM:

**NOT REQUIRED**

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