

PROFESSIONAL SERVICES AGREEMENT

CONTRACT NO: 1421-13325

FOR

**DEVELOPMENT OF OUTREACH STRATEGIES FOR
VARIOUS STAKEHOLDERS
BETWEEN**



**COOK COUNTY GOVERNMENT
OFFICE OF THE CHIEF PROCUREMENT OFFICER**

AND

**RALPH G MOORE & ASSOCIATES INC
(Based on Forest Preserve Contract No. 12-20-110)**

PROFESSIONAL SERVICES AGREEMENT

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AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, hereinafter referred to as "County" and Ralph G Moore & Associates Inc, doing business as a corporation of the State of Illinois hereinafter referred to as "Consultant".

BACKGROUND

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

Whereas, the Forest Preserve solicited a formal Request for Proposal process for Professional Services, and the Consultant was identified as the qualified and best value provider for the services; and

Whereas, the Forest Preserve entered into a contract on September 11, 2012 for the provision of services by the Consultant for the County relative to Professional Services; and

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

Whereas, this contract made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, herein after the "County" and Ralph G Moore & Associates Inc, herein after the "Consultant"; and

Whereas, the County, through the Office Of The Chief Procurement Officer, desires certain similar services of the Consultant; and

Whereas, County Offices, Departments, and Agencies may utilize this agreement for specific contracted procurement efforts; and

Whereas, the Consultant agrees to provide to the County Professional Services, incorporated as Exhibit 1, Scope of Services and Price Proposal; and

Whereas, the Consultant warrants that it is ready, willing and able to deliver these services set forth in Exhibit 1, Scope of Services and Price Proposal, all on pricing and payment terms equivalent to or more favorable to the County than those contained in the Forest Preserve Contract No. 12-20-110 forth in Exhibit 1, Scope of Services and Price Proposal, and incorporated herein by reference; and

Whereas, this Contract shall be effective June 16, 2014 through June 15, 2015; and two (2) one (1) year renewals.

Whereas, Payment shall be as follows:

In no case shall such charges exceed the amount of \$12,000. Invoices in triplicate on County Invoice Form 29A shall be submitted by the Consultant to the Using Department when requesting payment. The County shall have the right to examine the books of the Consultant for the purpose of auditing the same with reference to all charges made to the County.

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

Whereas, the County and the Consultant agree to the Terms and Conditions as stated in the Forest Preserve contract, hereto incorporated by reference as Exhibit 2, Forest Preserve Contract No. 12-20-110 all as may be applicable to the County; and

Whereas, the County General Conditions are incorporated and attached, and this Contract incorporates and is subject to the provisions attached hereto as General Conditions, and is incorporated herein by this reference; Notwithstanding such incorporation, none of the terms set forth in Exhibit 2 which conflict with the express terms of this Contract or its General Conditions shall be deemed or construed to supersede the terms of this Contract or its General Conditions; and

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

INCORPORATION OF BACKGROUND INFORMATION

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

INCORPORATION OF EXHIBITS

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

- Exhibit 1 Scope of Services and Price Proposal
- Exhibit 2 Forest Preserve Contract No. 12-20-110
- Exhibit 3 Evidence of Insurance

GENERAL CONDITIONS

GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

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

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

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

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

GC-02 PERSONNEL

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

GC-03 INSURANCE REQUIREMENTS

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

- 3) The Consultant shall require all tiers of Subcontractor to waive the rights of recovery against Cook County and all tiers of Subcontractor.

Insurance Requirements of the Consultant

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

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

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

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

1. Coverages

(a) **Workers Compensation Insurance**

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

The Workers Compensation policy shall also include the following provisions:

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

(b) **Commercial General Liability Insurance**

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

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

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

(c) **Comprehensive Automobile Liability Insurance**

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

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

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

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

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

2. **Additional requirements**

(a) **Additional Insured**

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

(b) Qualification of Insurers

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

(c) Insurance Notices

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

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

GC-04 INSPECTION AND RESPONSIBILITY

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

GC-05 INDEMNIFICATION

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

GC-06 PAYMENT

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

GC-07 PREPAID FEES

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

GC-08 TAXES

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

GC-09 PRICE REDUCTION

If at any time after the contract award, Consultant makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section GC-09, Price Reduction, a general price reduction shall include reductions in the effective price charged by Consultant 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 Consultant makes in the price of the Deliverables to its prospective customers generally.

GC-10 CONSULTANT CREDITS

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

GC-11 DISPUTES

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

GC-12 DEFAULT

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

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

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

1. Failure to begin performance under this Contract within the specified time;
2. Failure to perform under this Contract with sufficient personnel, equipment, or materials to ensure completion of said performance within the specified time or failure to assign qualified personnel to ensure completion within the specified time;
3. Performance of this contract in an unsatisfactory manner;

4. Refusal to perform services deemed to be defective or unsuitable;
5. Discontinuance of performance of Consultant's obligations under the Contract or the impairment or the reasonable progress of performance;
6. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency;
7. Any assignment of this contract for the benefit of creditors;
8. Any cause whatsoever which impairs performance in an acceptable manner; or
9. Any other material breach of any term or condition of this Contract.

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

GC-13 COUNTY'S REMEDIES

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

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

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

GC-14 CONSULTANT'S REMEDIES

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

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

GC-15 DELAYS

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

GC-16 MODIFICATIONS AND AMENDMENTS

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

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

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

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

GC-17 PATENTS, COPYRIGHTS AND LICENSES

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

Consultant agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Consultant'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, Consultant with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Consultant's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Consultant shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

GC-18 COMPLIANCE WITH THE LAWS

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

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

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

I. POLICY AND GOALS

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in the County contracts and to eliminate arbitrary barriers for participation, as both prime and Subcontractor, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women- Owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority-and-Women-Owned Business Enterprise Ordinance (the "Ordinance") which establishes a "best efforts" goal of awarding not less than thirty-five percent (35%) of the annual total dollar amount of professional, consulting service and sole source contracts and agreements to certified MBEs and WBEs.
- B. A Proposer may achieve the MBE/WBE participation goals by its status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs or WBEs; by entering into a Mentor-Protégé Agreement with a MBE or WBE; by the indirect participation of MBEs or WBEs in other aspects of the Proposer's business; or by a combination of the foregoing.
- C. A Waiver Request must be submitted with the Proposal, documenting the inability of the Proposer to meet the goals, and providing written evidence of "Good Faith Efforts," to obtain goals.
- D. A Proposer's failure to carry out its MBE/WBE commitments in the course of performance on a contract shall constitute a material breach of the contract, and if such breach is not appropriately cured, may result in the termination of the contract or such other remedies authorized by the Ordinance as the County deems appropriate.

II. REQUIRED SUBMITTALS

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

A. MBE/WBE Participation Documentation

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

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

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

B. Use of MBE/WBE Professionals

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

C. Affirmative Action Plan

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

III. NON-COMPLIANCE

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

IV. REPORTING/RECORD KEEPING REQUIREMENTS

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

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

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

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

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

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

V. EQUAL EMPLOYMENT OPPORTUNITY

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

Any questions regarding this document should be directed to:

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

GC-20 MATERIAL DATA SAFETY SHEET

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

GC-21 CONDUCT OF THE CONSULTANT

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

GC-22 ACCIDENT REPORTS

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

GC-23 USE OF COUNTY PREMISES AND RESOURCES

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

GC-24 TERMINATION FOR CONVENIENCE AND SUSPENSION OF CONTRACT

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

GC-25 GENERAL NOTICE

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

TO THE COUNTY:

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

TO THE CONSULTANT:

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

GC-26 GUARANTEES AND WARRANTIES

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

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

GC-27 STANDARD OF DELIVERABLES

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

GC-28 DELIVERY

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

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

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

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

GC-29 QUANTITIES

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

GC-30 CONTRACT INTERPRETATION

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

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

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

GC-31 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

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

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

GC-32 GOVERNING LAW

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

GC-33 WAIVER

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

GC-34 ENTIRE CONTRACT

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

GC-35 AUDIT; EXAMINATION OF RECORDS

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

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

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

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

GC-36 FORCE MAJEURE OR UNAVOIDABLE DELAYS

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

GC-37 INDEPENDENT CONSULTANT STATUS; NO THIRD PARTY BENEFICIARIES

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

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

GC-38 GOVERNMENTAL JOINT PURCHASING AGREEMENT

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

GC-39 COOPERATIVE PURCHASING

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

GC-40 COOPERATION WITH INSPECTOR GENERAL

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

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

GC-41 FEDERAL CLAUSES

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

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

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

3. Federal Interest in Patents

- (a) General. If any invention, improvement, or discovery of the Consultant is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Consultant agrees to notify County immediately and provide a detailed report.
- (b) Federal Rights. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Consultant, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, the Consultant agrees that, irrespective of its status or the status of any Subcontractor at any tier (e.g., a large business, small business, non-profit organization, institution of higher education, individual), the Consultant agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

4. Federal Interest in Data and Copyrights

- (a) Definition. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.
- (b) Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Consultant may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Consultant authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.
- (c) Federal Rights in Data and Copyrights. In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.

- (1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and
 - (2) Any rights of copyright which the Consultant purchases ownership with Federal assistance.
- (d) **Special Federal Rights for Planning Research and Development Projects.** When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Consultant on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.
- (e) **Hold Harmless.** Unless prohibited by state law, upon request by the County or the Federal Government, the Consultant agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Consultant of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Consultant will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.
- (f) **Restrictions on Access to Patent Rights.** Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.
- (g) **Application on Materials Incorporated into Project.** The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

5. Records and Audits

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

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

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

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

6. Environmental Requirements

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

The Consultant acknowledges that this list does not constitute the Consultant's entire obligation to meet all Federal environmental and resource conservation requirements. The Consultant will include these provisions in all subcontracts.

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

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

7. No Exclusionary or Discriminatory Specifications

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

8. Cargo Preference - Use of United States Flag Vessels

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

9. Fly America

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

10. No Federal Government Obligations to Third Parties

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

11. Allowable Costs

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

12. Trade Restrictions

Consultant certifies that neither it nor any Subcontractor:

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

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

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

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

13. Contract Work Hours and Safety Standards Act

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

- (a) In accordance with section of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Consultant agrees and assures that, for the Contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Consultant agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

- (b) In accordance with section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the Consultant agrees and assures that no laborer or mechanic working on a construction contract will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health and safety, as determined in accordance with U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926.

14. Veteran's Preference

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

15. Copyright Ownership

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

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

16. Accessibility Compliance

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

17. Visual Rights Act Waiver

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

18. Equal Employment Opportunity

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

19. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)
 All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Consultants and Subcontractor on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Consultant or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
20. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)
 When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, Consultants shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, Consultants shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.
21. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)
 Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each Consultant shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

22. Rights to Inventions Made Under a Contract or Agreement
Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
23. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended
Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
24. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)
Consultants who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
25. Debarment and Suspension (E.O.s 12549 and 12689)
No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and Consultants declared ineligible under statutory or regulatory authority other than E.O. 12549. Consultants with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

END OF SECTION

CERTIFICATIONS (SECTION 4)

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

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

REQUIRED DISCLOSURES (SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name	Address
<u>None</u>	

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

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

a) Is Bidder a "Local Business" as defined above?
Yes: X No: _____

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

 401 S. LaSalle Street, Suite 1401, Chicago, IL 60605

c) Does Bidder employ the majority of its regular full-time workforce within Cook County?
Yes: X No: _____

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

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

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

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S): _____
20-12-100-003-1036

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX
NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

None

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

This Statement is being made by the Applicant or Stock/Beneficial Interest Holder

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name Ralph G. Moore & Associates Inc D/B/A: _____ EIN NO.: 36-3577801

Street Address: 401 S. LaSalle St. Ste. 1401

City: Chicago State: IL Zip Code: 60605

Phone No.: 312.419-1911

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder
Ralph G. Moore	401 S. LaSalle St., Ste 1401 Chicago IL 60605	100%

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

Name of Agent/Nominee	Name of Principal	Principal's Address
None		

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
None			

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.

Ralph G. Moore
Name of Authorized Applicant/Holder Representative (please print or type)

Ralph G. Moore
Signature

ralphmoore@rgma.com
E-mail address

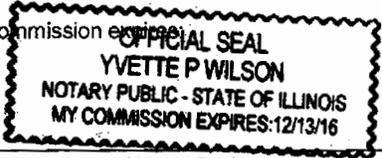
President
Title

2/3/14
Date

312.419-7250
Phone Number

Subscribed to and sworn before me
this 3rd day of Feb., 2014.

Yvette P Wilson
Notary Public Signature

My commission expires: 
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

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: None Title: _____

Business Entity Name: _____ Phone: _____

Business Entity Address: _____

_____ The following familial relationship exists between the owner or any employee of the business entity contracted to do business with Cook County *and* any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

	Owner/Employee Name:	Related to:	Relationship:
1.	<u>None</u>	_____	_____
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.

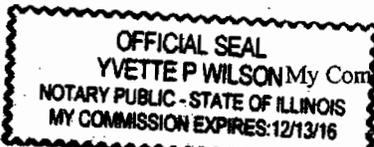
Rick G. [Signature] _____ 2/3/14
 Owner/Employee's Signature Date

Subscribe and sworn before me this 3rd Day of February, 2014

a Notary Public in and for Cook County

Yvette P. Wilson
 (Signature)

NOTARY PUBLIC SEAL



My Commission expires 12-13-16

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

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

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

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

BUSINESS NAME: Not Applicable

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

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

BUSINESS NAME: Not Applicable

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

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

BUSINESS NAME: Not Applicable

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20____

My commission expires:

X _____

Notary Public Signature

Notary Seal

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

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

BUSINESS NAME: Not Applicable

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

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

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20____

My commission expires:

X _____
Notary Public Signature

Notary Seal

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

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

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

BUSINESS NAME: Not Applicable

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

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BUSINESS NAME: Not Applicable

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

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

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20____

My commission expires:

X _____
Notary Public Signature

Notary Seal

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

SIGNATURE BY A LIMITED LIABILITY CORPORATION
(SECTION 8)

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

BUSINESS NAME: Not Applicable

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ * CORPORATE FILE NUMBER: _____

MANAGING MEMBER: _____ MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

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

X _____
Notary Public Signature

Notary Seal

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

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

SIGNATURE BY A LIMITED LIABILITY CORPORATION
(SECTION 8)

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

BUSINESS NAME: Not Applicable

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

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BUSINESS NAME: Not Applicable

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.**

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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: Ralph G. Moore & Associates Inc

BUSINESS ADDRESS: 401 S. LaSalle Street, Suite 1401

BUSINESS TELEPHONE: 312.419-1911 FAX NUMBER: 312.419-1918

CONTACT PERSON: Ralph G. Moore

FEIN: 36-3577801 *IL CORPORATE FILE NUMBER: _____

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Ralph G. Moore

VICE PRESIDENT: Lancert A. Foster

SECRETARY: Ralph G. Moore

TREASURER: Ralph G. Moore

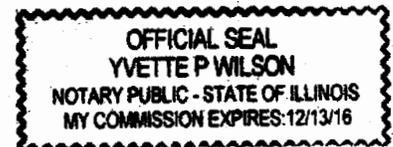
**SIGNATURE OF PRESIDENT: *Ralph G. Moore*

ATTEST: *Ralph G. Moore* (CORPORATE SECRETARY)

Subscribed and sworn to before me this
3rd day of February 2014.

X *Yvette P Wilson*
Notary Public Signature

My commission expires:
12/13/16



Notary Seal

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

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

SIGNATURE BY A CORPORATION
(SECTION 9)

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

BUSINESS NAME: Not Applicable - No other company is involved with his contract

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ *IL CORPORATE FILE NUMBER: _____

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: _____ VICE PRESIDENT: _____

SECRETARY: _____ TREASURER: _____

**SIGNATURE OF PRESIDENT: _____

ATTEST: _____ (CORPORATE SECRETARY)

Subscribed and sworn to before me this

_____ day of _____, 20__

My commission expires:

X _____
Notary Public Signature

Notary Seal

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

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

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(SECTION 9)

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BUSINESS NAME: Not Applicable - No other company is involved with his contract

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ *IL CORPORATE FILE NUMBER: _____

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: _____ VICE PRESIDENT: _____

SECRETARY: _____ TREASURER: _____

****SIGNATURE OF PRESIDENT:** _____

ATTEST: _____ **(CORPORATE SECRETARY)**

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

My commission expires:

X _____
Notary Public Signature

Notary Seal

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

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

CONTRACT NO: 1421-13325

EXHIBIT 1

Scope of Services and Price Proposal

**Proposal to Develop a
Stakeholder Outreach Strategy
For the
Office of the Chief Procurement Officer
of Cook County
April 2014**



Submitted by:
RGMA, Inc.
401 South LaSalle Street
Suite 1401
Chicago, IL 60605
312-419-7250

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1.0 OVERVIEW

The current Cook County Administration has made economic opportunities for minority and women owned businesses a priority. Steps have already been taken to expedite payments to M/WBEs performing on County contracts. In addition, the County's website has already leadership of In response to the stakeholder groups request for greater transparency and expanded contracting opportunities for, the Office of the Chief Procurement Officer is seeking to develop a stakeholder outreach strategy. The three select groups that will be the focus of the stakeholder outreach strategy Summits are as follows:

- Black-Owned Businesses
- Hispanic Owned Businesses
- Women-Owned Businesses

A key component of the stakeholder outreach strategy is a series of Stakeholder Summits (working title) which will provide specific business segments access to the County's plans for select projects and services. Each summit will focus on one project or service such as:

- Information Technology
- Construction
- Professional Services

The Summits will have three major objectives:

- Provide participants information on Cook County's current and future strategy
- Provide key stakeholders within the County and select Departments the opportunity to interface with local M/WBE contractors and service providers
- Provide a platform for discussing the future needs of the County and the projected contracting opportunities that will be available over the 24 months

A byproduct of this session will be the opportunity for participating firms to interact with their peers with the prospect of becoming collaboration partners when responding to future County RFPs.

This outreach strategy is in alignment with the County's commitment to growing minority and women owned businesses. The County is leveraging an existing contract between Ralph G. Moore & Associates (RGMA) and the Cook County Forest Preserve District which was awarded through a competitive bidding process to retain RGMA to facilitate the development of this outreach strategy.

2.0 SCOPE OF SERVICES

RGMA will work closely with the Office of the Chief Procurement to develop the outline of a stakeholder outreach strategy and a framework for the Stakeholder Summits. Services will include the following:

- Developing a high level Action Plan for the stakeholder outreach strategy
- Assist in identifying advocacy partners for the outreach strategy and the Stakeholder Summits
- Assisting in developing themes for the Summits
- Drafting standard agendas
- Developing PowerPoint slide template to support Summits
- Assisting to compile handout materials formats
- Interfacing with participating advocacy organizations to gain their support
- Moderating the first series of Summits

3.0 SUMMIT OVERVIEW

Each Summit will be a half day session hosted by the Office of the Chief Procurement Officer of Cook County. The exact timeframe has yet to be determined. We are hoping that the opening comments will be delivered by the Cook County President Preckwinkle followed by a Cook County Commissioner. The opening comments would be followed by presentations from key administrators from the Office of Procurement and the Cook County Bureau Chief/department head germane to the subject of the Summit. There will also be a Q&A from the audience followed by a reception.

3.1 Summit Partners - We propose engaging the leading advocacy groups that focus on M/WBE development to serve as Summit Partners to help market the event to their constituents. The advocacy groups are (alphabetical order):

- African American Contractors Association
- Black Contractors United
- Black Data Processing Associates - Chicago Chapter
- Business Leadership Forum
- Chicago Minority Supplier Development Council, Inc.
- Chicago United
- Chicago Urban League
- Cosmopolitan Chamber of Commerce
- Hispanic American Contractors Industry Association
- Illinois Black Chamber of Commerce
- Illinois Hispanic Chamber of Commerce
- Rainbow PUSH Coalition (RPC)
- Suburban Black Contractors Association
- Women Business Development Center

We do not suggest having them speak at the event, but they can have information tables, and we can discuss the details.

3.2 Venue - The County will be responsible for providing the venue for the Summits. We anticipate 30-100 participants depending on the subject being discussed.

3.3 Materials – There should be handouts for each participant. We will develop a handout template that will be augmented by the County for each Summit. The County will cover the expense for reproduction and binding of handout materials.

3.4 Moderator – Ralph Moore will moderate the first series of Summits

SECTION 4.0 TIMING AND FEES

The timing of the Summit has not been finalized.

Our fee for performing this engagement is \$12,000. This fee is based on our estimated number of hours required which is 69 multiplied by our reduced hourly rate of \$175 as contained in our FPDCC contract. The computation is $\$175 \times 69 = \$12,075$ and we rounded the proposed fee to \$12,000. Out-of-pocket expenses, if any, will be billed to the County in addition to our fee.

SECTION 5.0 RGMA QUALIFICATIONS

Founded in 1979 RGMA is a full-service management firm known for providing intelligent and responsive solutions to address business and organization needs and opportunities. By customizing our approach for each client, we strive to incorporate a comprehensive strategy with specific activities designed to meet our client's needs. We have established a track record for developing and implementing management strategies to a broad client base that includes; major corporations, governmental agencies, community organizations and emerging businesses. Committed to excellence, RGMA currently works with business and government in achieving leadership in quality, value and service.

The RGMA team is currently comprised of eight professionals with recognized authority in management, marketing, finance, business, management consulting and purchasing systems/administration. Our team members have extensive experience in project management and the development of training programs.

RGMA has been an incubator for innovative and effective initiatives for minority and women-owned businesses since its inception. During the past 34 years, we have provided comprehensive consulting services to hundreds of MWBEs, major corporations and public agencies in the development of Minority/Women Business Development Programs. The firm's work in the construction, telecommunications, healthcare and other industries have resulted in the development of some of the largest MWBE contracts and long-term major corporation/MWBE partnerships in the supplier diversity arena. Our business planning and loan packaging services have resulted in obtaining millions in financing for small businesses and MWBEs. Our strategic planning and supplier diversity development consulting services has helped to develop many programs into "World Class Supplier Processes."

Thousands of minority and women entrepreneurs have benefited from the numerous seminars and workshops we have presented. We are proud to have been the coordinators and facilitators for the renowned National Minority Supplier Development Council *Program Managers' Seminar* for the last twenty years. We strive to provide each client with results-oriented solutions that are practical and effective. Our services are designed to address the need for developing well managed, minority and women-owned businesses capable of competing in today's marketplace.

Servicing minority/women business as well as public/private agencies defines the scope of our commitment to further the development of emerging firms. RGMA is very proud of the outstanding results of its consulting services. RGMA has received numerous contracts from federal, state and local agencies to provide management assistance to minority and women-owned businesses, which is a testimony to our effectiveness and reputation.

In addition, RGMA is a certified Minority Business Enterprise with the City of Chicago, Chicago Minority Supplier Development Council, and the County of Cook.

RALPH G. MOORE

Ralph G. Moore, CPA, is the founder and president of Ralph G. Moore & Associates (RGMA), a Chicago based consulting firm founded in 1979. The firm specializes in the integration of supplier diversity into corporate strategy and the formation of diverse strategic alliances. Corporate clients benefit from an array of services including strategic planning, program development and assessment, workshops and seminars, senior management orientations, supplier development and training and benchmarking services. RGMA is also a leading consultant to government agencies in the area of affirmative action program development and implementation. In addition, RGMA assists entrepreneurs acquire capital, develop business plans and structure strategic alliances. RGMA's presentation, "Raising the Bar," which delineates five progressive levels of supplier diversity evolution, has been embraced as the gold standard for benchmarking corporate initiatives in this area. Mr. Moore is also a member of the P&G Supplier Diversity Advisory Council.

Mr. Moore has over 42 years of experience in business and public policy issues. He is a recognized expert in minority and women-owned business development. A graduate of Southern Illinois University, he received his Bachelor of Science Degree in Accounting with honors.

Prior to founding RGMA, Mr. Moore established his career through service on the accounting staff of Arthur Andersen & Co.; as vice-president for a Chicago based Minority Enterprise Small Business Investment Company (MESBIC) and as controller for the Parker House Sausage Company, a *Black Enterprise* 100 meat processing plant.

His expertise and insights on strategic alliances between corporate America and minority business and the role of minority entrepreneurship and community economic development have made Mr. Moore a sought after lecturer, writer and seminar presenter. He has been the primary training resource for the National Minority Supplier Development Council (NMSDC) for 20 years. Mr. Moore has also contributed to the *Harvard Business Review*, *Black Enterprise* and *MBE Magazine* in addition to several appearances on the "Minority Business Report" TV program. In response to the increasingly global nature of business and a burgeoning demand for his expertise, Mr. Moore has participated in several global supplier diversity forums. In South Africa, he participated in NMSDC sponsored workshops to discuss strategies for developing of "previously disadvantaged" South African businesses and returned to South Africa to conduct a series of corporate seminars. He has addressed the East Midlands Supplier Diversity Conference in Leicester, England and the Minority Supplier Diversity United Kingdom Minority Trade Show in London. In addition, he has been called upon for speaking engagements in Canada and France. He has also held meetings with ethnic minority business stakeholders in Shanghai, China.

Mr. Moore is highly respected for his active leadership in several business development and civic organizations. Not only does he serve as a director of several emerging firms, he has a 40 year history of volunteering including board memberships for numerous non-profits, including Junior Achievement of Chicago and the African American Legacy Initiative, which is affiliated with the Chicago Community Trust. He is co-founder and current chairman of the Alliance of Business Leaders and Entrepreneurs (ABLE), a Chicago based organization of 40 emerging African American Business Owners. Mayor Richard M. Daley appointed Mr. Moore to serve as a Trustee to the City Colleges of Chicago from 1994 to 2010. He was also a Trustee at the University of Chicago Medical Center from 1997 to 2011.

Mr. Moore has earned a number of awards during his career. He has been recognized as "Entrepreneur of the Year" by *Inc. Magazine* and Ernst & Young. He has received the "Minority Business Advocate Award" from the Minority Business Committee of the Chicago Minority Business Development Council, the "Minority Advocate Award" from the Illinois Minority Enterprise Development Week (MED-Week) Committee, the Governor's "Minority Small Business Advocate of the Year Award" from the State of Illinois and the "Illinois Minority Small Business Advocate Award" from the U.S. Small Business Administration. In 2010 Mr. Moore received the prestigious NMSDC Leadership Award which is the organization's highest honor awarded to a CEO of a minority business enterprise.

LANCERT A. FOSTER, CPA**SUMMARY**

Mr. Foster is Vice President of RGMA with an extensive background in general corporate administration, management and finance. In 39 years of experience in corporate operations and private consulting practice, Mr. Foster has demonstrated proficiency in managing operational issues, including human resources, financial management, strategic planning, project management and contract negotiations and compliance.

PROFESSIONAL EXPERIENCE

1992 to Present Ralph G. Moore & Associates (RGMA) Inc.

Chicago, IL
Vice President

Mr. Foster oversees overall corporate operations. Key responsibilities include project management, developing client relations, lead accountant on all accounting projects with expertise in financial management, implementation and management of internal controls and operating procedures, and management of federal contracts ensuring contract compliance.

1990 to 1992

H.H. Hammersmith, Inc.
Chicago, IL
Vice President/Controller

Managed the financial functional areas for an electrical contractor. Key responsibilities included negotiating contracts, loan agreements and joint ventures for business development.

1984 to 1990

TASC, Inc.
Chicago, IL
Comptroller

Responsible for general agency administration, operation and management of the fiscal, accounting, information systems and personnel functions. His duties included cash management, fund and fixed assets accounting, payroll, development and implementation of internal controls and operating procedures, preparation and presentation of statistical and financial analysis, employee recruitment and training, budgets and forecasts, asset management and risk determination.

1979 to 1984

Lancert A. Foster, Inc.
Chicago, IL
President

A private practice of providing financial consulting and accounting services in the following areas:

- Business Development - Assisted small firms to organize and obtain capital, design and implement systems of internal control and develop long-term management and operating strategies.
- Contract Compliance - Assisted private, state and federal agencies in developing and implementing procedures and controls in accordance with contractual obligations, and federal and state regulations.
- Financial Management - Conducted audits, designed accounting systems, prepared loan packages, cost benefit analysis, planned and forecasted financial data, internal control systems design.

1974 to 1979

Arthur Andersen & Co.
Chicago, IL
Audit Senior

Responsibilities included administration and supervision of field work for manufacturing and financial services companies, supervision and evaluation of field staff, analysis of financial data and internal control procedures, preparation of financial statements and SEC filings, financial auditing and contract compliance. Additionally, Mr. Foster conducted audits, prepared SEC regulations compliance reviews, designed computer systems, consolidated multinational financial statements, reviewed internal controls and procedures, as well as recruited staff and served as an instructor at the firm's industry competence school.

EDUCATION

B.S. Accounting, Southern Illinois University, Carbondale, Illinois
Certified Public Accountant (CPA)

PAST AND PRESENT PROFESSIONAL AFFILIATIONS

Lecturer, United Way of Metropolitan Chicago
Lecturer, Chicago Association of Commerce and Industry
Member, Illinois CPA Society
Member, American Institute of Certified Public Accountants

Lancert A. Foster (Cont'd)

PAST AND PRESENT CIVIC AFFILIATIONS

United Christian Community Services, Board of Directors

El Hogar Del Nino/Quidar, Board of Directors

Alliance of Latin Brothers for Art, Board of Directors

Habilitative Systems, Inc., Board of Directors

Member, Kappa Alpha Psi Fraternity

Southern Illinois University

College of Business Administration, Chairman Advisory Board

Chicago United, Deacon

Malcolm X College

Whitney M. Young Business Institute, Advisory Board

Christian Community Health Center, Board of Directors

TASC, Inc. Board of Directors

CONTRACT NO: 1421-13325

EXHIBIT 2

Forest Preserve Contract No. 12-20-110

AGREEMENT

This Agreement is made and entered into as of September 11, 2012 (the "Effective Date") by and between the Forest Preserve District of Cook County (hereinafter referred to as "District") and Ralph G. Moore & Associates, Inc. (hereinafter referred to as "Consultant").

I - AGREEMENT

This Agreement is comprised of this basic Agreement, the Certificate of Qualification attached hereto and made a part hereof as Exhibit A, the Certificate regarding Tax Delinquency attached hereto as Exhibit B, and the Proposal submitted by Consultant dated August 27, 2012 (the "August Proposal") and attached hereto as Exhibit C. This Agreement sets forth the entire understanding of the parties relative to the subject hereof and supersedes any and all prior agreements, expressed or implied, oral or written. Changes, extensions or modifications to this Agreement shall only be made by mutual agreement and in writing.

II SCOPE OF SERVICES

The District does hereby select Consultant to provide consulting services and other related services as more fully described in the Scope of Work Section on pages 7 through 9 of the August 27, 2012 Proposal (collectively, the "Services"). A copy of the August Proposal is attached as Exhibit C to this Agreement.

III - TERM

This Agreement shall begin as of the Effective Date and shall continue to September 30, 2013, with the understanding that certain preliminary services may be provided prior to October 1, 2012.

IV - DUTIES OF DISTRICT

The District shall provide Consultant access to relevant District files, data, policies, procedures, and personnel necessary to perform its obligations under this Agreement.

V - COMPENSATION

Consultant has advised the District that the billable rate for various members of Consultant's team who are likely to be assigned to work on District matters averages \$175.00 per hour with the total aggregate amount to be paid to Consultant not to exceed Eighty Seven Thousand and Five Hundred Dollars (\$87,500) (the "Maximum Total Compensation") for performance of the Services referenced herein. The Maximum Total Compensation shall include reimbursement for customary, reasonable and necessary expenses and under no circumstances shall it include any additional amounts for general overhead or administrative expenses.

Invoices for billable hours worked and reimbursable expenses should be presented by Consultant to the District's Chief Financial Officer on the 1st and 15th of each month, along with supporting documentation for the same. Within thirty (30) days of receipt of any invoice from Consultant,

the District shall notify Consultant if it has any questions, comments, concerns, or objections regarding such invoice or, shall pay such invoice. The District shall have the right to examine the books and/or records of Consultant for the purpose of auditing the same with reference to all charges made to the District.

VI - NOTICES

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

If to Consultant:

Ralph G. Moore & Associates
401 S. LaSalle Street, Suite 1401
Chicago, IL 60605

Attention: Ralph Moore
ralphmoore@rgma.com

If to District:

Forest Preserve District
of Cook County
Finance Department
69 W. Washington, Suite 2060
Chicago, IL 60602

Attention: Mark Thomas, CFO
mark.thomas@cookcountvil.gov

Forest Preserve District
of Cook County
Legal Department
69 W. Washington, Suite 2010
Chicago, IL 60602

Attention: Dennis White, Chief Attorney
dennis.white@cookcountvil.gov

Either party may, change its address for receipt of notice by service of a notice of such change in accordance with this Article. Notice shall be deemed given when personally delivered or deposited in the United States mail, postage prepaid, or sent via electronic mail.

VII - DEFAULT

If Consultant breaches any of his material obligations under this Agreement and has failed to cure such breach within thirty (30) calendar days after receipt of notice specifying such breach, the District may terminate this Agreement by notice in writing, which shall be effective immediately

upon receipt.

If the District shall terminate this Agreement under the preceding paragraph, or if this Agreement is terminated under Article VIII or otherwise, Consultant shall deliver to the District within ten (10) calendar days all finished or unfinished documents, data, studies and reports prepared by Consultant for delivery to the District under this Agreement.

VIII - TERMINATION

The District may terminate this Agreement, for reasons other than a material breach at any time by giving thirty (30) days prior written notice of termination to Consultant. Payment for Services performed up to the effective date of termination pursuant to this section shall be based on the actual Services performed by Consultant, as approved by the District's Chief Financial Officer. Such payment shall be in full settlement for services rendered under this Agreement.

IX - NONDISCRIMINATION

Consultant, in performing under this Agreement, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex, marital status, disability, national origin, or status of discharge from military, nor shall Consultant otherwise commit an unfair employment practice.

X - INDEPENDENT CONTRACTORS

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

XI - COMPLIANCE WITH LAWS

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

XII - GOVERNING LAW

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

XIII - ASSIGNMENT/BINDING EFFECT

No right or interest in this Agreement shall be assigned by Consultant to any third party, or any part of the Agreement subcontracted, without the advance written consent of the District, which may be withheld in the District's sole discretion. District reserves the right to impose reasonable conditions precedent to giving any such consent. Notwithstanding District consent to assign or subcontract, Consultant shall not be relieved of its obligations under this Agreement. Consultant shall not transfer or assign any claim for funds due or to become due, without the advance written approval of the District, which approval shall not be unreasonably withheld.

XIV - OWNERSHIP OF DOCUMENTS

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

XV - WAIVER

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

XVI - CONFLICT OF INTEREST

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

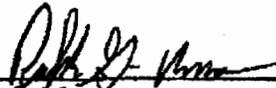
XVII - SEVERABILITY

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

Ralph G. Moore & Associates

Forest Preserve District of Cook County

By:



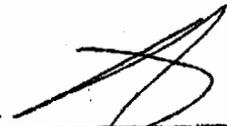
Ralph G. Moore

By:



Arnold Randall, General Superintendent

By:



Mark Thomas, Chief Financial Officer

Exhibit A

Certificate of Qualification

EXHIBIT A

CERTIFICATE OF QUALIFICATION

In an ordinance approved by the Board of Commissioners of the Forest Preserve District of Cook County on June 2, 1980, it is recited that: No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea of nolo contendere or admission of guilt, if that person or business entity,

- (a) has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that Officer's or employee's official capacity,
- (b) has been convicted of an act committed, within the State of Illinois, of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. 51 et seq.,
- (c) has been convicted of bid-rigging or attempting to rig bids under the laws of the State of Illinois,
- (d) had been convicted of an act committed, within the State of Illinois, of price-fixing or attempting to fix prices as defined by the Sherman Antitrust Act and Clayton Act 15 U.S.C. 51 et seq.,
- (e) has been convicted of defrauding or attempting to fix prices under the laws of the State of Illinois,
- (f) has been convicted of defrauding or attempting to defraud any unit of state or local government or school district with the State of Illinois,
- (g) has made an admission of guilt of such conduct as set forth in subsections (a) through (f) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to,
- (h) has entered a plea of nolo contendere to charges of bribery, price fixing, bid-rigging or fraud, set forth in sub-paragraphs (a) through (f) above.

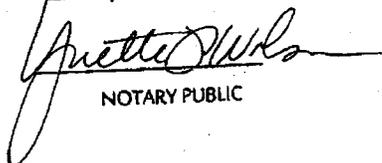
I, Ralph G. Moore, having been duly sworn to state the truth, do hereby swear the following to be true to the best of my knowledge:

1. I have not been convicted, or entered a plea of nolo contendere, or made an admission of guilt to any act described in the identified Ordinance and other pertinent Resolutions of the Forest Preserve District of Cook County;
2. No owner, partner or shareholder who controls, directly or indirectly, Twenty Percent (20%) or more of Ralph G. Moore & Associates or offices of Ralph G. Moore & Associates has been convicted or entered a plea of nolo contendere or made an admission of guilt any act described in the identified Ordinance.
3. Ralph G. Moore does not employ as an officer in any business entity owned or controlled by Ralph G. Moore, any individual who was an officer of another business entity at the time the latter business entity committed a disqualifying act described in the identified Ordinance.
4. No owner, partner or shareholder who controls, directly or indirectly, Twenty Percent (20%) or more of Ralph G. Moore & Associates was an owner who, directly or indirectly, controlled Twenty Percent (20%) of another business entity at the time the latter committed a disqualifying act described in the identified Ordinance.



Ralph G. Moore

SUBSCRIBED AND SWORN to
before me this 5th day
of November, 2012.


NOTARY PUBLIC

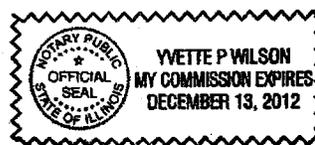


Exhibit B

Certificate Regarding Tax Delinquency

EXHIBIT B

CERTIFICATION REGARDING TAX DELINQUENCY

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

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

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

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

Ralph G. Moore

[Name of Person or Entity]

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

Ralph G. Moore

[Name of Person or Entity]

represents that the following is a complete list of real estate owned by

Ralph G. Moore

[Name of Person or Entity]

in Cook County:

20-12-100-003-1036

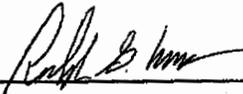
[List by Permanent Index Number]

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

amount of the tax or fee delinquency shall be imposed. Making a false statement under oath regarding delinquency shall be a misdemeanor, punishable by a fine of \$100.00.

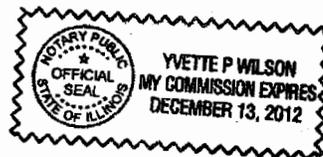
4. **Delinquency During Pendency of Contract:** If during the existence of any contract or subcontract for goods or services between the District and any person or business entity such person or business entity shall become delinquent for non-payment of taxes levied by or fees charged by the District,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

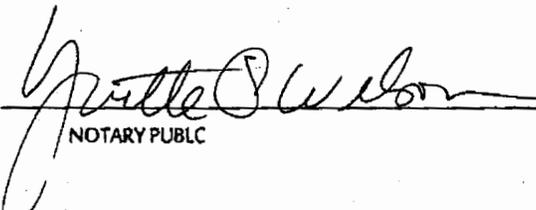
5. **Applicability:** This Section 1-8-2D of the Forest Preserve District Code applies to all contracts and subcontracts for goods and services, including: personal services contracts; contracts which are awarded on the basis of a bidding process; contracts which are not awarded on the basis of a bidding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



Ralph G. Moore

Subscribed and Sworn
to before me this 5th
day of November, 2012.



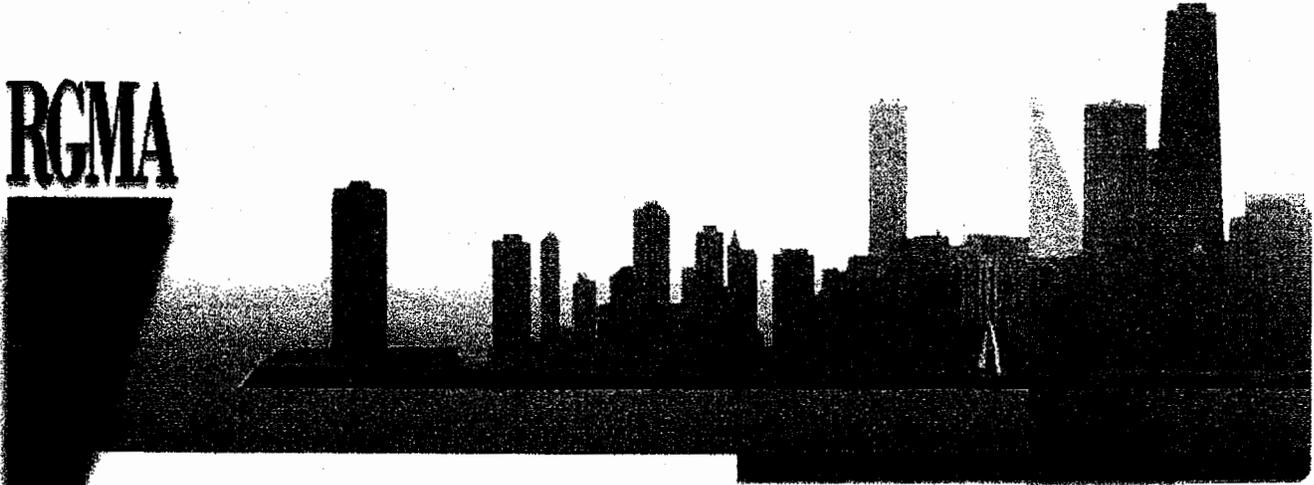


NOTARY PUBLIC

Exhibit C

Proposal Dated August 27, 2012

RGMA



**Proposal To
Forest Preserve District
of
Cook County, Illinois**

**For
Consultant to
Develop a Comprehensive MBE / WBE
Program
RFP 12-20-110**

**August 27, 2012
10:00am CST**

Prepared By:
Ralph G. Moore & Associates, Inc.
401 S. LaSalle Street, Suite 1401
Chicago, Illinois 60605
(312) 419-1911

Original 1 of 5

**The information contained in this document
is PROPRIETARY and CONFIDENTIAL**

RGMA



August 24, 2012

Thomas J. Conlon
Purchasing Agent
Forest Preserve District of Cook County, Illinois
69 W. Washington St., Suite 2060
Chicago, IL 60602

**RE: Forest Preserve District of Cook County – RFP 12-20-110
Develop a Comprehensive MBE/WBE Program**

Dear Mr. Conlon:

Ralph G. Moore & Associates, Inc. (RGMA) is pleased to submit this proposal in response to “Consultant to Develop a Comprehensive MBE/WBE Program” Request for Proposal from the Forest Preserve District of Cook County (FPDCC) to obtain the services of a consultant to assist in the development and implementation of a comprehensive strategy to increase the utilization of Minority Business Enterprises and Women-Owned Business Enterprises (M/WBEs) with respect to the procurement of goods and services.

RGMA will assist FPDCC in the development and implementation of a comprehensive strategy including, but not limited to policies and procedures to increase the utilization of M/WBEs with respect to the procurement of goods and services in all feasible contracts in conformity with State and Federal regulations concerning affirmative action and the use of small businesses or businesses owned by minorities and/or women in construction and procurement contracts.

Committed to the successful delivery of services, **RGMA** recognizes this engagement explicitly demands a high level of technical and managerial skills. These skill requirements are consistent with and closely aligned to the experience of the **RGMA** team assigned to this Project. As an internationally recognized leader in the development and implementation of M/WBE programs in the public and private-sector arena, **RGMA** is uniquely qualified to assist FPDCC in not only meeting the goals and objectives of their M/WBE Program, but to exceed them. The **RGMA** philosophy is to position the M/WBE process as a seamless component of FPDCC’s operations. We are dedicated to implementing innovative strategies and exceeding the expectations of key stakeholders.

401 South LaSalle Street Suite 1401
Chicago, IL 60605
Phone: (312) 419-1911 Fax: (312)419-1918
www.rgma.com

The person authorized to negotiate and respond to any inquiries you may have is:

Lancert A. Foster, Vice President
Ralph G. Moore & Associates, Inc.
401 South LaSalle Street Suite 1401
Chicago, Illinois 60605
Office (312) 419-1911
Fax (312) 419-1918
lancefoster@rgma.com

If selected, we understand any award is subject to successful negotiation of terms and conditions including, but not limited to price.

Sincerely,



Lancert A. Foster
Vice President

Enclosed: Original Proposal plus four (4) copies

401 South LaSalle Street Suite 1401
Chicago, IL 60605
Phone: (312) 419-1911 Fax: (312) 419-1918
www.rgma.com

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EXECUTIVE SUMMARY

The State of Illinois, General Assembly enacted Public Act 097-0773 authorizing FPDCC to establish procedures in conformity with State and Federal regulations concerning affirmative action and the use of small businesses or businesses owned by minorities and/or women in construction and procurement contracts.

In addition to normal operations, FPDCC will be embarking on an estimated \$75 million of capital improvement projects over the next three (3) years and is seeking assistance in the development and implementation of a comprehensive strategy to increase the utilization of M/WBEs in construction and procurement contracts.

RGMA is proposing to provide professional services to FPDCC and its component units such as Chicago Botanical Garden and Brookfield Zoo by assisting in the development and implementation of a comprehensive strategy including, but not limited to policies and procedures, to increase M/WBE utilization in all feasible contracts. In addition, RGMA will assist FPDCC in developing and incorporating M/WBE utilization goals with respect to various projects.

RGMA's services would include the following:

- Assistance in the development and implementation of policies and procedures to increase the utilization of M/WBEs.
- Assistance in the development and implementation of policies, procedures and tools for tracking analyzing and reporting M/WBE utilization.
- Assistance in training internal FPDCC personnel regarding revised policies, procedures and tools used in connection with the initiative to increase M/WBE utilization.
- Assistance in development, implementation and evaluation of the short-term and long-term strategic plan to increase M/WBE utilization
- Assistance in reviewing and monitoring payments made to M/WBEs in connection with the initiative to increase M/WBE utilization.
- Assistance in the development and implementation of outreach and educational programs related to the initiative to increase M/WBE utilization.
- Assistance in the development of a five year strategic plan related to the initiative to increase M/WBE utilization.

RGMA believes the combination of consulting experience; qualifications of professional staff; and, proposed methodology for delivering service will provide FPDCC with a multifaceted program designed to meet and exceed the Project objectives.

TECHNIQUES AND METHODOLOGY

Public Act 097-0773 authorizes FPDCC to establish procedures in conformity with State and Federal regulations concerning affirmative action and the use of small businesses or businesses owned by minorities or women in construction and procurement contracts. In addition to normal procurement activities, FPDCC will be embarking on an estimated \$75 million of capital improvement projects over the next three (3) years.

FPDCC is seeking assistance in the development and implementation of a comprehensive strategy to increase the utilization of M/WBEs in construction and procurement contracts.

RGMA will provide services to FPDCC by assisting in the development and implementation of a comprehensive strategy including, but not limited to policies and procedures to increase M/WBE utilization in all feasible contracts; and, in developing and incorporating M/WBE utilization goals with respect to various projects. RGMA would function as a part of the Project Team and coordinate with FPDCC's internal management team.

Scope of Work

The primary objective is to establish a robust MBE/WBE Program that complements the District's overall mission. We will achieve this objective by doing the following:

1. Identify the current and potential future barriers to success;
2. Gain an understanding of the most effective approach to aligning the FPDCC MBE/WBE Program with the District's strategy, structure and culture and;
3. Develop each of the seven deliverables outlined in the RFP.

Our work will consist of two phases as follows:

- Phase I: Process Diagnostic
- Phase II: Developing Project Deliverables

Phase I: Process Diagnostic

Our experience tells us that the diagnostic phase is critical to insuring that the deliverables are tailored to meet the project objectives while exceeding the District's expectations. RGMA will work closely with the FPDCC Project Team to gain an understanding of the procurement process and the current status of the MBE/WBE Program. Specifically, the Diagnostic Phase will include, but not be limited to, the following activities:

- **Project Kickoff Meeting:** RGMA will conduct an introductory kickoff meeting with the FPDCC project team to discuss the Project objectives, and the framework of the

engagement plan. The kickoff meeting will focus on M/WBE Program goals and objectives specific while highlighting areas where assistance may be required in meeting targeted goals. RGMA will also catalog the list of FPDCC documents required to expand the review of District operations. This documentation will include but not be limited to contract agreements, bid documents and schedules, plans and specifications, special conditions concerning M/WBEs and all related reporting procedures and documents.

- **District and Program Review:** We will gain an understanding of FPDCC's existing operations and culture. This research includes reviewing the website, written documents related to the District operations, the procurement process and the MBE/WBE program, in particular.
- **Spend Diagnostic** – We will conduct a review of the FPDCC third party spend District-wide by commodity to identify "high opportunity areas" for integrating M/WBE suppliers with a focus on capital projects.
- **Supply Chain Analysis** – We will review the list of existing suppliers, both majority owned and M/WBEs to profile the procurement process and identify opportunities for expanding M/WBE utilization.
- **Cross Functional Interviews** – We will summarize the feedback obtained in a pre-determined number of interviews with key stakeholders that are critical to the success of the MBE/WBE Program to identify organizational strengths, weaknesses, opportunities and threats. The number of interviews will be determined during our District review and discussions with FPDCC representatives. We prefer to conduct all interviews in person, especially senior administrators, but telephone interviews will be utilized when necessary.
- **Observations and Findings:** We will summarize our observations and findings into a detailed Project Action Plan that will guide the engagement going forward.

Phase II: Project Deliverables

The Project Diagnostic sets the stage for RGMA to provide the following services which are required to generate the Project Deliverables:

1. Assistance in the development and implementation of policies, procedures and tools to increase M/WBE utilization;
2. Assistance in the development and implementation of policies, procedures and tools for tracking analyzing and reporting M/WBE utilization;

3. Assistance in training internal District staff personnel with respect to revised policies, procedures and tools used in connection with the initiative to increase M/WBE utilization;
4. Assistance in developing an evaluation of the short-term and long-term strategic planning process to increase M/WBE utilization;
5. Assistance in reviewing and monitoring payments made to M/WBE contractors and subcontractors in connection with the initiative to increase M/WBE utilization;
6. Assistance in the development and implementation of outreach and educational programs related to the District's initiative to increase M/WBE utilization;
7. Assistance in the development of a Five Year Strategic Plan as part of the deliverables.

Based upon our analysis of the RFP and required deliverables, RGMA has divided the design and implementation of Phase II of this project into seven tasks with various subtasks to ensure that we achieve the desired outcome. Although these tasks are separate and distinct, they are designed to be flexible to align with FPDCC strategy, structure and culture. Further, there will on occasion be an overlap and/or concurrency between tasks. Phase II will produce the following Project Deliverables:

- Deliverable 1) – Policies, procedures and tools to increase M/WBE utilization;
- Deliverable 2) – Policies, procedures and tools for tracking, analyzing and reporting M/WBE utilization;
- Deliverable 3) – Training internal District staff and management;
- Deliverable 4) – Evaluation of the short-term and long-term strategic planning process to increase M/WBE utilization;
- Deliverable 5) – Reviewing and monitoring M/WBE payments and processes;
- Deliverable 6) – Outreach and educational programs;
- Deliverable 7) – Five year strategic plan.

Deliverable 1) – Policies, Procedures and Tools to Increase M/WBE Utilization

Our primary task for this delivery is to update FPDCC policies and procedures to reflect best practices in public sector M/WBE program management. We will study Public Act 097-0773 closely to insure that our recommendations conform to State and Federal regulations concerning affirmative action and the use of small businesses or businesses owned by minorities or women in construction and procurement contracts including, professional services.

Regarding increasing M/WBE utilization, we will include the following strategies as part of our set of recommendations if we are the successful bidder:

Identification of Eligible M/WBEs

RGMA will develop procedures for FPDCC and your subcontractors to assist in the process of identifying eligible M/WBEs to work on various opportunities by:

- Utilizing the listings of M/WBEs maintained by, but not limited to the Chicago Minority Supplier Development Council, the City of Chicago, Illinois Department of Transportation, the County of Cook and those of minority and female construction industry advocacy groups as resources.
- Verifying that each M/WBE firm's certification is current and that the scope of work agrees with the certification letter.
- Maintain a database of timely and accurate information on qualified M/WBEs.

Matching M/WBEs with Contracting Opportunities

RGMA will develop a strategy for FPDCC to compile and maintain a database of eligible M/WBE's who have exhibited a desire to be considered for contracting opportunities. RGMA will also assist FPDCC to develop a process to providing notices to those firms about upcoming bidding and contracting opportunities. RGMA will accomplish this task by:

- Developing a formal notification process to provide notice to eligible M/WBEs of available procurement opportunities. The notification process will include individualized letters to selected M/WBE's informing them of specific details including scope of work, prime contractor(s), bid specifications and plan details, bid due date and any other relevant information.
- Developing a process for following-up with M/WBEs after initial contact to encourage actual participation in the bidding process.
- Informing M/WBEs about the actual bidding process, and resources that are available to them to facilitate their participation, such as bonding, technical and financial assistance.

Evaluation of Bids for Program Goals Compliance

RGMA will develop a procedure for FPDCC to evaluate bid proposals for compliance with Program participation goals prior to bid award as follows:

- Attend pre-bid meeting with bidders and review M/WBE goals.

- Distribute affirmative action goals package and offer assistance to prime bidders in meeting Project goals.
- Review M/WBE participation utilization plan of finalists. RGMA will develop procedures for FPDCC to prepare and submit comments to the prime vendors/contractors regarding any corrective action that could be taken by bidder.
- Attend scope review meetings conducted by the general contractors to discuss bidder(s)' projected M/WBE participation and to review Special Conditions.

Regarding tools, one of the tools that will be developed as part of this deliverable is the FPDCC M/WBE Program Tool Kit which will include the following:

- FPDCC MBE/WBE Procedures Manual
- Contract language for inclusion in all FPDCC contracts over a certain amount
- Project organization charts
- Process flow charts
- Delineation of roles and responsibilities
- Project calendar
- Forms for effective monitoring of the Project and assessment of the progress of the Program.

The fact that Mr. Moore and Mr. Foster both have process oriented backgrounds cultivated during their tenures at Arthur Andersen and Co. coupled with our extraordinary experience in developing M/WBE programs serves us well for tasks such as this.

Additional recommendations will include participation in M/WBE capacity building initiatives with select County based advocacy organizations including:

- The Women's Business Development Center
- The Chicago Minority Supplier Development Council
- Black Contractors United
- Hispanic American Construction Industry Association
- Federation of Women Contractors
- Chicago United
- The Minority Business Development Agency
- The U.S. Small Business Administration

Deliverable 2) – Policies, Procedures and Tools for Tracking, Analyzing and Reporting M/WBE Utilization

RGMA will assist in the development, implementation, and reporting of all M/WBE contract participation and efforts made to meet the Project goals. The types of reports and associated documentation will include the following:

- Monthly Report of Contracts Awarded
- Monthly Report of Contracts Pending Award
- Bid Schedule
- Monthly Report of Outreach Activities

RGMA will develop a standard monthly report on the progress of the M/WBE Program in relation to established goals. Such report will include:

- A description of the M/WBE Program its goals and objectives
- Names of subcontractors to date
- Names of MBE and WBE subcontractors to date
- Scopes of work for subcontractors, MBEs and WBEs
- Total contract dollars awarded to date
- Contract dollars awarded to MBEs and WBEs to date
- Payments to subcontractors to date
- Payments to MBE and WBE subcontractors to date
- A comparison of the Program's goals and results-to-date
- Special Activities and Accomplishments

During the Diagnostic Phase we will determine the budget for tracking tools and design a solution that fits within the budget realities.

Deliverable 3) – Training Internal District Staff and Management

RGMA has trained more supplier diversity professionals and buyers in the area of supplier diversity than any other resource in the world. We will bring this deep knowledge and experience to the task of developing the curriculum and supporting materials for the FPDCC staff training process. We will provide training to internal FPDCC personnel on the revised policies, procedures and tools used in connection with the initiative to increase M/WBE utilization. RGMA will develop internal training sessions for the following three levels of FPDCC employees:

- Sourcing Staff
- Key Non-Sourcing Staff members
- Senior Administrators

We would also encourage inviting the appropriate level of staff members from the administrative office of the County, Brookfield Zoo and the Chicago Botanic Garden to participant in these training events. The following matrix summarizes the training offerings.

Target Audience	Description	Length
Sourcing Organization	A workshop designed to provide participants an overview of the FPDCC enhanced M/WBE Process and the vital role sourcing plays in integrating M/WBEs into the FPDCC's sourcing process. Proposed topics are listed below.	2-3 hours
Key Non-Sourcing Staff Members	A briefing designed to provide key staff members an overview of the enhanced FPDCC M/WBE Process with a focus on the important role they play in executing the new Program. Proposed topics are listed below.	90 minutes
Senior Administrator Briefing	A high level briefing focused on the strategic value of the enhanced M/WBE process and the importance of Senior Administrators' leadership to insure success. Proposed topics are listed below.	30 minutes

The following are the details for of each level of training:

Sourcing Organization

RGMA will develop a 2-3 hour workshop for members of the FPDCC Sourcing Organization. This session is designed to facilitate a transformation within this group on their understanding of M/WBE supplier diversity, why it is an essential component of FPDCC strategy and enlisting their buy-in to develop a best-in-class M/WBE Program. During this workshop participants will:

- Discuss the M/WBE Program value proposition
- Examine a high level summary of public sector best practices in M/WBE program development
- Explore their role as sourcing team members
- Understand how to target opportunity areas for integrating M/WBEs via supply chain analysis
- Explore where and how to include M/WBEs in the sourcing process
- Identify available internal and external resources
- Use actual case studies as focal point for discussions and augmenting the Action Plan
- Discover how important M/WBE utilization is with key constituents

- How to communicate FPDCC' commitment to current and potential stakeholders
- Understanding the FPDCC subcontracting program components
- Identify challenges which might impede success and discuss strategies to overcome these hurdles

Key Non-Sourcing Staff Members

RGMA will conduct a 90 minute high-level briefing for select FPDCC staff members. We understand the importance of securing leadership's buy-in and sponsorship for an effective M/WBE Program. With that point in mind, our training will focus on the contribution M/WBE utilization will make to overall District objectives in addition to its contribution to the sourcing process. The distinction will be in terms of focusing on how the M/WBE Program is valued by many of FPDCC's top stakeholders including the residents of Cook County which approximately 50% are minority and (as in any population) approximately 50% are women. The training will also address the myths that have plagued M/WBE programs and how a robust supplier diversity process will enhance the FPDCC Value Proposition. Many of the same topics that will be covered in the Sourcing Organization session will also be addressed during this workshop, but not in the same level of detail. Topics will include:

- Discuss the M/WBE Program value proposition
- Examine a high level summary of public sector best practices in M/WBE program development
- Discover how important M/WBE utilization is with key constituents
- How to communicate FPDCC' commitment to current and potential stakeholders
- Understanding the FPDCC subcontracting program components
- Identify challenges which might impede success and discuss strategies to overcome these hurdles

Senior Administrator Briefing

RGMA will conduct a 30 minute high-level briefing for the FPDCC leadership team and other key leaders throughout Cook County. The length may be shorter than 30 minutes and will be determined by what the FPDCC culture dictates as the standard length for executive briefings. We understand the importance of securing leadership's buy-in and sponsorship for an effective supplier diversity process. With that in mind, we focus on the contribution supplier diversity makes to overall corporate objectives in addition to integrating the process with strategic sourcing objectives. The briefing will include:

- The M/WBE Program value proposition
- A high level summary of public sector best practices in M/WBE program

development

- The importance M/WBE utilization is with key constituents
- How to communicate FPDCC' commitment to current and potential stakeholders
- Identify challenges which might impede success and discuss strategies to overcome these hurdles
- Strategies for aligning the FPDCC' supplier diversity initiative with the overall business objectives.
- The importance of leadership's participation in the process

Deliverable 4) – Evaluation of the Short-Term and Long-Term Strategic Planning Process to Increase M/WBE Utilization

RGMA will develop a template that will be used in evaluating the strategic plan for increasing the utilization of M/WBEs both short-term (project specific) and long-term (annually). The evaluation will address the following:

- Program Goals – A description of over-all goals that the program wishes to achieve. Each goal will have one or more target outcomes to measure and demonstrate successful achievement of the goal or toward goal achievement during a defined time period.
 - MBE participation
 - WBE participation
- Target Outcomes – These are the measures of successful performance set by the program.
- Steps to Achieve each Targeted Outcome – These are the steps, measurement tools, procedures, or activities that the program has been doing or will conduct to try to achieve the target outcomes.
- Results – This is where the program will record the data that demonstrates the actual results, measurements or outcomes.
- Analysis and Action Plan – The analysis/action plan is where the program determines if the target outcome has been met and/or in need of modification/change/new steps.
- Person Responsible – This is the person(s) or category of persons responsible for carrying out the steps to achieve or directing achievement of each target outcome.
- Time Frame - The time frame for most program evaluation activities is annually. However, in some instances certain evaluations may be performed more frequently.

Like other corporate activities, the Program must contain a vehicle for continuous process/program improvement that will facilitate the acceptance of the Program into the FPDCC culture. As we assist FPDCC to implement this Program, we will incorporate

methodologies for obtaining feedback from internal and external stakeholders regarding the Program's perception, effectiveness and efficiency. The results from this feedback will allow FPDCC to improve the Program and its effectiveness throughout the Project.

Deliverable 5) – Review and Monitor M/WBE Payments and Processes

RGMA will provide FPDCC assistance in the evaluation of bid proposals for compliance with Program participation goals prior to bid award as follows:

- Attend pre-bid meeting with bidders and review M/WBE goals.
- Distribute affirmative action goals package and offer assistance to prime bidders in meeting Project goals.
- Review M/WBE utilization plan of finalists.
- Attend scope review meetings conducted by the general contractors to discuss bidder(s)' projected M/WBE participation and to review Special Conditions.

RGMA will monitor the bidding process and perform post award reviews to determine if those M/WBEs that the contractors have included in their bidding plans are being included in the contracting process. We will monitor the substituting of M/WBEs with non-M/WBEs after the contract award with formal procedures requiring the subcontractor to document the reasons why an M/WBE firm was substituted. All information received from the subcontractor will be verified with the substituted M/WBE. RGMA will submit a report on the specific substitution to FPDCC. Based on FPDCC's review and response, RGMA will take specific steps, if necessary, to assist the contractor in meeting their original commitment.

RGMA will develop a report to FPDCC on the M/WBE participation goal on a monthly basis. This report will include:

- The names of prime contractors;
- subcontractors and lower-tier subcontractors;
- the scope of work for each identified subcontractor;
- total contract amount;
- change order amounts; and,
- payments to subcontractors.

Deliverable 6) – Outreach and Educational Programs

RGMA will assist FPDCC to develop an outreach and educational program strategy that includes correspondence and briefings, describing the project and its overall accomplishments and progress to community, business and civic groups as follows:

- Conduct internal and external project updates and senior management briefings as necessary throughout the course of the Project.
- Project Information Sessions – RGMA will develop and facilitate outreach sessions that will focus on upcoming work. These sessions will include information on available contracting and supplier opportunities, scopes of work, bid release schedules, project schedules, project requirements such as insurance and bonding, and the opportunity to be included in the database for bidding and contracting opportunities, as well as information on how to do business with FPDCC.
- Attending meetings at local assist agencies (i.e., Black Contractors United, Hispanic-American Construction Industry Association, Federation of Women Contractors, Cosmopolitan Chamber of Commerce, Chicago Minority Supplier Development Council and Women’s Business Development Center) and other local minority/women advocacy groups to inform the members of upcoming opportunities on the Projects.
- Participating in dialogs with public officials and other community stakeholders on how the M/WBE process is benefiting the entire community.
- Developing a formal notification process to provide notice to eligible M/WBEs of available procurement opportunities informing them of specific details including scope of work, bid specifications and plan details, bid due date and any other relevant information.
- Developing and implementing strategies that proactively respond to potential advocacy organization protests and negative publicity.
- Establish a section on the FPDCC website that focuses on the M/WBE Program. Content will include the following:
 - M/WBE Program Policy Statement
 - Upcoming RFPs
 - Success stories featuring M/WBEs that have won FPDCC contracts
 - How to do business with FPDCC
 - Advocacy group partners

- How to get certified
- Program spend reports
- Event calendar
- Link to capacity building events

Deliverable 7) – Five Year Strategic Plan

We applaud FPDCC for including the development of a Five Year Strategic Plan in the RFP as experience has taught us that it takes 3-5 years to implement a robust and sustainable M/WBE Program. During this phase, we capture our analysis and findings ascertained during the *Program Diagnostic Phase* to create the FPDCC Five Year Strategic Plan and key issues that FPDCC must consider in order to implement a sustainable M/WBE process. We will utilize the “*RGMA Eight Components of a Sustainable Supplier Diversity Program*” as the framework for the Five Year Strategic Plan as follows:

1. Strategic Vision

- Complements FPDCC’s organizational vision and beliefs;
- Goes beyond procurement
- Captures the District’s commitment to the M/WBE program.

2. Process Design

- Aligns M/WBE program with FPDCC strategy, structure and culture
- Leverages best practices in M/WBE program design including establishing an FPDCC M/WBE Advisory Council
- Incorporates FPDCC’s decentralized nature and budget realities

3. Opportunity Assessment

- Identifies prime and subcontracting opportunities for including M/WBE suppliers
- In addition to construction, the Strategic Plan will outline strategies for expanding opportunities for M/WBEs in non-construction procurements and professional services
- Strategic Plan will include innovative approaches for expanding M/WBE opportunities within major capital projects

4. M/WBE Supplier Selection and Development

- Outlines strategy for sourcing M/WBEs to participate in the opportunities cataloged during the “*Opportunity Assessment*” (component #3)

- Addresses M/WBE capacity building strategies
- Outlines outreach strategy including relationships with County based M/WBE advocacy organizations

5. **Program Measurement and Tracking**

- Focuses on goal setting and accountability
- Aligns M/WBE Program with the FPDCC Purchasing and Capital processes
- Recommendations for technology to manage the process which includes vendor registration, maintaining the vendor data base and managing process reporting

6. **Education and Training**

- Recommendations for ongoing M/WBE Program training at all levels of the organization
- Determines best training vehicles for FPDCC culture
- Includes training for M/WBEs on how to do business with FPDCC

7. **Communication Plan**

- Five Year Strategic Plan will include long-term strategy to convey M/WBE Program's value to all internal and external stakeholders
- Recommended levels of support for relevant County wide advocacy organizations and a process for evaluating the value of each relationship
- Plan is aligned with other key FPDCC functions that communicate with external stakeholders. Plan is also aligned with and supports District values.

8. **Process Improvement**

- Creating seamless alignment between M/WBE Program and the FPDCC sourcing process
- Developing expanded M/WBE Program Toolkit over Five Year Period
- Securing feedback from internal and external stakeholders including related agencies within the County including such as Brookfield Zoo and Chicago Botanic Garden

The overall objective of the Five Strategic Plan is to provide the FPDCC a roadmap for implementing a robust and sustainable M/WBE Program that is integrated into the overall FPDCC and Cook County operations.

PROJECT TIMETABLE

We are projecting that this project will take six months to complete. The timeframes below assume an October 1st start date and reflect rough estimates on how long it takes to complete a given deliverable. The tasks required to complete the deliverables can run concurrent to the other tasks, however, the outside dates reflect the critical path associated with getting key internal stakeholders on board and making this engagement a priority. For planning purposes we are assuming that a week contains five workdays and the chart does not reflect down time due to holidays or scheduling challenges that could delay the project.

Project Phase	Description	Activity Duration	Completion Date 2012/2013
Phase I	Project Kickoff Meeting	1 day	10-1
	District and Program Review	5 days	10-15
	Spend Diagnostic	5 days	10-31
	Supply Chain Analysis	5 days	11-7
	Cross Functional Interviews	15 days	11-15
	Observations and Findings	3 days	11-21
Phase II	Deliverable 1) – Policies, Procedures and Tools to Increase M/WBE Utilization	10 days	12-15
	Deliverable 2) – Policies, Procedures and Tools for Tracking, Analyzing and Reporting M/WBE Utilization	10 days	12-15
	Deliverable 3) – Training Internal District Staff and Management	30 days	1-31-13
	Deliverable 4) – Evaluation of the Short-Term and Long-Term Strategic Planning Process to Increase M/WBE Utilization	3 days	1-15
	Deliverable 5) – Reviewing and Monitoring M/WBE Payments and Processes	3 days	1-15
	Deliverable 6) – Outreach and Educational Programs	3 days	1-31
	Deliverable 7) – Five Year Strategic Plan	45 days	3-31

PRICING INFORMATION

We estimate our fees plus out of pocket expenses for this project based on level of effort, not to exceed \$87,500. Our fees are based on delivering an estimated 500 hours of services over a six month period of performance billed at our discounted rate of \$175.00 per hour for all RGMA professional personnel. All out of pocket expenses would be billed at actual cost and require pre-approval from FPDCC.

The allocation of hours presented below may change as it is difficult to project which services will require more attention than others, but we are committed to the total fees not to exceed \$87,500.

Per the instructions in the RFP, we have segmented our fee proposal by the seven deliverables segmented Phase II of our proposal. We added the hours and fees for Phase I, Project Diagnostic, to the totals for Deliverable 1.

Deliverables	Projected Hours	Estimated Cost @ \$175.00/hr
Deliverable 1) – Policies, Procedures and Tools to Increase M/WBE Utilization (These hours include the Project Diagnostic which is the basis for developing all seven deliverables.)	120	\$21,000
Deliverable 2) – Policies, Procedures and Tools for Tracking, Analyzing and Reporting M/WBE Utilization	80	\$14,000
Deliverable 3) – Training Internal District Staff and Management	80	\$14,000
Deliverable 4) – Evaluation of the Short-Term and Long-Term Strategic Planning Process to Increase M/WBE Utilization	24	\$4,200
Deliverable 5) – Reviewing and Monitoring M/WBE Payments and Processes	40	\$7,000
Deliverable 6) – Outreach and Educational Programs	40	\$7,000
Deliverable 7) – Five Year Strategic Plan	116	\$20,300
TOTAL Hours and Fee	500	\$87,500

PROJECT TEAM

The RGMA team is comprised of individuals with a demonstrated track record of superior performance on management and technical contracts over a number of years. Their experiences range from M/WBE programming in construction, marketing, transition planning, developing business plans and preparing loan packages, to the development and implementation of systems and the training of personnel. Each team member has been selected based on experiences and skills that RGMA believes are required for successful implementation of this Project. RGMA's team consists of:

- Ralph G. Moore, CPA, President
- Lancert A. Foster, CPA, Vice President
- Jeanne L. Bloom, Senior Consultant

Project Staffing Plan

The project responsibilities as outlined below are reflective of the individuals who will perform the work. They are responsible for ensuring the quality completion of all tasks. In preparing the staffing plan for the Program, RGMA has established the following positions:

- Project Oversight - Ralph G. Moore
- Project Director - Lancert A. Foster
- Project Manager – Jeanne L. Bloom

Resumes

Resumes of each individual listed above immediately follow this section.

RALPH G. MOORE

Ralph G. Moore, CPA, is the founder and president of Ralph G. Moore & Associates (RGMA).

Chicago based RGMA was founded in 1979 and is recognized as one of America's premier change management firms. The firm specializes in the integration of supplier diversity into corporate strategy and the formation of diverse strategic alliances. Corporate clients benefit from an array of services including strategic planning, program development and assessment, workshops and seminars, senior management orientations, supplier development and training and benchmarking services. RGMA is also a leading consultant to government agencies in the area of affirmative action program development and implementation. In addition, RGMA assists entrepreneurs acquire capital, develop business plans and structure strategic alliances. RGMA's presentation, "Raising the Bar," which delineates five progressive levels of supplier diversity evolution, has been embraced as the gold standard for benchmarking corporate initiatives in this area.

Mr. Moore has over 41 years of experience in business and public policy issues. He is a recognized expert in minority and women-owned business development. A graduate of Southern Illinois University, he received his Bachelor of Science Degree in Accounting with honors.

Prior to founding RGMA, Mr. Moore established his career through service on the accounting staff of Arthur Andersen & Co.; as vice-president for a Chicago based Minority Enterprise Small Business Investment Company (MESBIC) and as controller for the Parker House Sausage Company, a *Black Enterprise* 100 meat processing plant.

His expertise and insights on strategic alliances between corporate America and minority business and the role of minority entrepreneurship and community economic development have made Mr. Moore a sought after lecturer, writer and seminar presenter. He has been the primary training resource for the National Minority Supplier Development Council (NMSDC) for 20 years. Mr. Moore has also contributed to the *Harvard Business Review*, *Black Enterprise* and *MBE Magazine* in addition to several appearances on the "Minority Business Report" TV program. In response to the increasingly global nature of business and a burgeoning demand for his expertise, Mr. Moore has participated in several global supplier diversity forums. In South Africa, he participated in NMSDC sponsored workshops to discuss strategies for developing of "previously disadvantaged" South African businesses and returned to South Africa to conduct a series of corporate seminars. He has addressed the East Midlands Supplier Diversity Conference in Leicester, England and the Minority Supplier Diversity United Kingdom Minority Trade Show in London. In addition, he has been called upon for speaking engagements in Canada and France. He has also held meetings with ethnic minority business stakeholders in Shanghai, China.

Mr. Moore is highly respected for his active leadership in several business development and civic organizations. Not only does he serve as a director of several emerging firms, he has a 40 year history of volunteering including board memberships for numerous non-profits, including Junior Achievement of Chicago and the African American Legacy Initiative, which is affiliated with the Chicago Community Trust. He is co-founder and current chairman of the Alliance of Business Leaders and Entrepreneurs (ABLE), a Chicago based organization of 40 emerging African American Business Owners. Mayor Richard M. Daley appointed Mr. Moore to serve as a Trustee to the City Colleges of Chicago from 1994 to 2010. He was also a Trustee at the University of Chicago Medical Center from 1997 to 2011.

Mr. Moore has earned a number of awards during his career. He has been recognized as "Entrepreneur of the Year" by *Inc. Magazine* and Ernst & Young. He has received the "Minority Business Advocate Award" from the Minority Business Committee of the Chicago Minority Business Development Council, the "Minority Advocate Award" from the Illinois Minority Enterprise Development Week (MED-Week) Committee, the Governor's "Minority Small Business Advocate of the Year Award" from the State of Illinois and the "Illinois Minority Small Business Advocate Award" from the U.S. Small Business Administration. In 2010 Mr. Moore received the prestigious NMSDC Leadership Award which is the organization's highest honor awarded to a CEO of a minority business enterprise.

LANCERT A. FOSTER, CPA

Lancert A. Foster, CPA, is Vice President of Ralph G. Moore & Associates (RGMA), a management consulting firm.

Mr. Foster received a Bachelor of Science Degree in Accounting from Southern Illinois University. He has an extensive background in general corporate administration, management and finance. With 38 years of experience in corporate operations and private consulting, Mr. Foster has demonstrated proficiency in managing operational issues, including human resources, financial management, and contract negotiations and compliance.

Mr. Foster began his career on the staff of Arthur Andersen & Co. Responsibilities included: administration and supervision of field work for manufacturing and financial services companies; supervision and evaluation of field staff; analysis of financial data; internal control procedures; preparation of financial statements; SEC filings; financial auditing; and, contract compliance. Additionally, Mr. Foster recruited staff and served as an instructor at the firm's industry competence school.

He subsequently started Lancert A. Foster & Co., Inc. a private practice of providing financial consulting and accounting services in the areas of, business development, contract compliance and financial management. He went on to become the Chief Financial Officer for a State-Wide Agency and Vice President/Controller for an Electrical Construction Firm prior to joining RGMA as Vice President of Finance and Administration.

Mr. Foster currently manages the Government Contracting Group for RGMA. He recently completed a project working with the City of Chicago Department of Transportation (CDOT) to establish a comprehensive contracting and employment program for the "South Lake Shore Drive Reconstruction Project". The project successfully established and implemented outreach strategies to ensure that minority business enterprises (MBE) and women business enterprises (WBE) have competitive opportunities to compete for and perform subcontracts on the Project. Mr. Foster subsequently assisted the CDOT to implement the same strategies in the "Relocation of U.S. 41 Project".

Sample of Engagements Managed:

- *Illinois Department of Transportation (IDOT)* management advisory services contract to assist Disadvantaged Business Enterprises in the areas of capacity building and strategic planning via infrastructure development.
- Assist *United Airlines, Inc. (UAL)* in the development, implementation, monitoring and reporting of a comprehensive minority/women business enterprise (M/WBE) and a City of Chicago residency employment program for the construction on the new

UAL Headquarters building located at West Wacker Drive, partly financed under the City of Chicago's Tax Increment Financing Program (TIF).

- Assist *Mc4West, LLC* in the establishment and implementation of its affirmative action programs for minority and women-owned business utilization and assistance programs for the McCormick Place West Expansion Project.
- Assist *Northwestern University* in the development, implementation, monitoring and reporting of a comprehensive minority and women business enterprise (M/WBE) economic opportunity plan, for the construction of the Lurie Medical Research Building.
- Assist *The Boeing Company* in the development, implementation, monitoring and reporting of a comprehensive minority and women business enterprise (M/WBE) and a City of Chicago residency employment program, for the renovation of twelve floors of office space.

Mr. Foster has served on the board of many non-profit organizations over the years. He currently chairs the External Minority Advisory Board of Southern Illinois University, College of Business.

JEANNE L. BLOOM

Over twenty years of business financial analysis, extensive program/policy evaluation, project management, and survey experience. Ms. Bloom developed proficiency in the design of financing programs, the development of departmental policies, and in assessing the effectiveness of programs. These included research on the CDBG-Float Loan program and implementation of the program; served on the City's Tax Increment Financing ("TIF") policy task force and then structured and implemented specific TIF projects. She designed the survey and conducted the City of Chicago's Enterprise Zone and Real Estate Tax Incentive Programs evaluation study to determine the use of City incentive programs and the effectiveness of the programs. She designed and managed several database projects. As the City's liaison with the Center for Urban Economic Development, Ms. Bloom worked on refining the database variables of the cost-benefit model used for estimating city tax revenues and expenditures of specific projects, provided the project numbers for analysis, and created the final reports. Ms. Bloom, a Certified GenealogistSM, has a Bachelor of Arts in History, received a second-year certificate from the University of Chicago's Graham School of General Studies publishing program, and completed several National Development Counsel courses in economic development and real estate financing.

PROFESSIONAL EXPERIENCE

Ralph G. Moore & Associates

Senior Consultant (1997 to present)

CREATE 75th Street Corridor Improvement Project (CIP): assist with the comprehensive outreach and employment programs.

U.S. 41 Reconstruction Project: assist in the development of and implementation of comprehensive-outreach strategies to ensure that MBE/WBE have competitive opportunities to compete for and perform on subcontracts and competitive workforce opportunities for community-based employment

Empress Casino: MBE/WBE utilization.

United Airlines TIF project: Assisted in the coordination and monitoring of the outreach to MBE/WBE firms certified by the City of Chicago, the bidding/award procedures, the scope review checklist, the payment applications, and the certified payrolls.

Surety Bond Guaranty Manager, State of Illinois Surety Bond Guaranty Program: responsibilities included maintenance of database, underwriting, monitoring bond guaranties, and marketing.

O'Hare Modernization Project: design study, analysis of land-acquisition impact on real-estate tax revenues, determine the lost revenue to all of the various taxing entities due to acquisition of property by the City of Chicago as part of the, and develop mitigation strategies.

City of Chicago's Enterprise Zone and Real Estate Tax Incentive Programs: design and conduct survey for the evaluation study to determine the use of City incentive programs and the effectiveness of the programs and report results.

Loan Analyst: establish a standardized filing system for the City of Chicago's complex loans portfolio. Prepare summaries on selected loans with complete analysis of the financing and ownership structures.

CITY OF CHICAGO; DEPARTMENT OF PLANNING & DEVELOPMENT ("DPD")

Assistant Commissioner, Commercial Development Division (1994-1995)

Analysis of financial reports and financing for Commercial Development Division projects. Management and training of staff. Assist in the development of the City of Chicago TIF policies. Structure and implementation of specific TIF projects. Management and training of Junior Staff.

Financial Planning Analyst, Finance Division (1988-1994)

Proficiency in handling complex projects, developing financing programs and developing department policy. Development of loan delinquency analysis program. As the City's liaison with the Center for Urban Economic Development, Ms. Bloom worked on refining the database variables of the cost-benefit model used for estimating city tax revenues and expenditures of specific projects, provided the project numbers for analysis, and created the final reports. Designer of Minority and Female Capital Groups loan program and divisional Timeline™ report. Assist in the preparation of Urban Development Action Grant proposals. Acts as liaison to coordinate and expedite the loan and/or grant process with other departments and outside agencies. Serve on the City of Chicago Minority and Female Business Certification Committee.

Assistant Director of Loan Processing, Finance Division (1987-1988)

Perform financial/credit analysis to determine project feasibility, amount of public assistance needed and the return on the public and private investment. Examine loan applications for conformity with Federal, State and City guidelines. Assist in the research on CDBG-float loan implementation and in the evaluation of CDBG-float loan requests. Perform collateral evaluation, loan structuring and negotiations.

Loan Processing Supervisor, Finance Division (1986-1987)

Perform loan structuring blending public and private sector financing. Development divisional project data base. Responsible for the maintenance of records for all loan and/or grant applications. Responsible for the preparation of the reports concerning the financial status and the progress of loan/grant programs. Review completed loan application packages.

HIGHLAND COMMUNITY BANK

Assistant Cashier (1981-1986)

Responsible for documentation review. Interim manager of commercial and installment lending. Design the administrative procedures that established the Administrative Support Services Division (Asset Custody). Coordinator of commercial loan computer conversion with data center.

COMPANY BACKGROUND AND EXPERIENCE

Corporate Overview

Founded in 1979 **RGMA** is a full-service management firm known for providing intelligent and responsive solutions to address business and organization needs and opportunities. By customizing our approach for each client, we strive to incorporate a comprehensive strategy with specific activities designed to meet our client's needs. We have established a track record for developing and implementing management strategies to a broad client base that includes; major corporations, governmental agencies, community organizations and emerging businesses. Committed to excellence, RGMA currently works with business and government in achieving leadership in quality, value and service.

The RGMA team is currently comprised of eight (8) professionals with recognized authority in management, marketing, finance, economics, business development, management consulting and supply chain management. Our team members have extensive experience in project management and the development of training programs.

RGMA has been an incubator for innovative and effective initiatives for minority and women-owned businesses since its inception. During the past thirty-three years, we have provided comprehensive consulting services to hundreds of M/WBEs, major corporations and public agencies in the development of Minority/Women Business Development Programs. The firm's work in the construction, telecommunications, healthcare and other industries have resulted in the development of some of the largest M/WBE contracts and long-term major corporation/M/WBE partnerships in the supplier diversity arena. Our business planning and loan packaging services have resulted in obtaining millions in financing for small businesses and M/WBEs. Our strategic planning and supplier diversity development consulting services has helped to develop many programs into "World Class Supplier Processes."

Thousands of minority and women entrepreneurs have benefited from the numerous seminars and workshops we have presented. We are proud to have been the coordinators and facilitators for the renowned National Minority Supplier Development Council *Program Managers' Seminar* since 1993. We strive to provide each client with results-oriented solutions that are practical and effective. Our services are designed to address the need for developing well managed, minority and women-owned businesses capable of competing in today's marketplace.

Servicing minority/women business as well as public/private agencies defines the scope of our commitment to further the development of emerging firms. RGMA is very proud of the outstanding results of its consulting services. RGMA has received numerous contracts from federal, state and local agencies to provide management assistance to minority and women-owned businesses, which is a testimony to our effectiveness and reputation.

In addition, RGMA is a certified Minority Business Enterprise with the City of Chicago, Chicago Minority Supplier Development Council, and the County of Cook.

Similar Work Performed

RGMA has provided services similar to those being proposed here to many organizations over the years as follows:

United Airlines, Inc. (UAL)

RGMA was retained to assist in the development, implementation, monitoring and reporting of a comprehensive M/WBE and a City of Chicago residency employment program for the construction of UAL Headquarters project, partly financed under the City of Chicago's Tax Increment Financing Program (TIF).

The Boeing Company:

RGMA was retained to assist in the development, implementation, monitoring and reporting of a comprehensive M/WBE and a City of Chicago residency employment program, for the renovation of office space for their World Headquarters.

marchFirst – Chicago, Illinois

RGMA assisted this information technology and systems integration firm in the development and implementation of strategies and procedures to comply with the requirements of the Tax Increment Financing (TIF) obligations associated with the construction of its Corporate West Loop Campus. Our services include providing assistance to help ensure that marchFirst met its M/WBE and Chicago residency participation and reporting obligations under the TIF Program.

Northwestern University:

RGMA was retained to assist in the development, implementation, monitoring and reporting of a comprehensive M/WBE economic opportunity plan, for the construction of the Lurie Medical Research Building.

TranSystems Corporation

RGMA was retained to assist in the establishment and implementation of an outreach and employment program for the City of Chicago Department of Transportation for the U.S. 41 Relocation Project.

Edwards and Kelcey Corporation

RGMA was retained to assist in the establishment and implementation of an outreach and employment program for the City of Chicago Department of Transportation for the South Lake Shore Drive Reconstruction Project.

Penn National Gaming

RGMA was retained to assist in the development, implementation, monitoring and reporting of a comprehensive M/WBE program for the renovation of the Empress Casino in Joliet, Illinois.

Chicago Transit Authority

The Chicago Transit Authority retained RGMA to serve as the Program Manager to design, implement and administer its Business Development Program (BDP) in accordance with disadvantaged business enterprise (DBE) regulations, **Title 49 CFR, Appendix C to Part-26 DBE Business Development Guidelines** and its Small Business Enterprise Program (SBEP). The BDP has three objectives: attract new DBE firms to participate in CTA contracts; provide opportunities for the DBE firms to gain experience through work on smaller projects and to open opportunities for the DBE firm to manage larger contracts; and provide training and development assistance in capacity building, which will allow the DBE to move into non-traditional areas of work and compete in the market outside the DBE program.

Walsh Construction – Chicago, Illinois

RGMA was retained to assist Walsh in exceeding the diversity goals set for their Chicago Transit Authority Red, Blue and Green Lines Project. RGMA worked with Walsh to develop and implement a community based Affirmative Action Initiative that would increase the numbers of Chicago area minorities in all aspects of the construction industry. Services include working with elected community officials and their constituents and the Chicago Public Schools to increase access to, and knowledge of opportunities in the construction industry.

Illinois Department of Transportation (IDOT) - Springfield, Illinois

Since 1988, RGMA has served as IDOT's Supportive Services Consultant for their **Disadvantaged Business Enterprise Program**, the purpose of which is to enhance economic opportunities for minorities and women in the highway construction industry.

Under this program, RGMA provides management and technical assistance to disadvantaged business enterprises through cash flow analysis and schedule preparation, business plan development, financial package preparation, accounting systems development and surety bond readiness. Additionally, RGMA assists these firms in developing business relationships with prime contractors and/or consultants, and in marketing plan development.

National Minority Supplier Development Council (NMSDC) - New York, New York

RGMA has been retained for the past 20 years by this leading minority supplier development agency to provide minority business program development training to its corporate members annually. This relationship has enabled RGMA to be the leading training organization in the nations for corporate supplier diversity program managers. The training is designed to help each corporate representative assess their existing programs and develop new skills for enhancing their minority supplier development process.

Mc4West, LLC

RGMA was retained to assist in the establishment and implementation of its affirmative action programs for minority and women-owned business utilization and assistance programs for the McCormick Place West Expansion Project. RGMA designed and implemented Mc4West mentor/protégé arrangements; and, provided business development assistance for an Emerging Firms program.

Illinois Department of Commerce and Community Affairs – Springfield, IL

RGMA was contracted to provide surety bond guaranty underwriting services to small businesses throughout the State of Illinois. The services include marketing the State's Surety Bond Guaranty Program, providing technical assistance to contractors based on their individual needs for the purpose of preparing them to obtain bonding and performing the bond guaranty underwriting services.

Sears, Roebuck and Co. - Hoffman Estates, Illinois

RGMA was retained by Sears, Roebuck and Co. to assist in the development and implementation of a comprehensive Minority and Women Business Enterprise and Minority and Women Employment Program for the \$60 million expansion of their Corporate Headquarters located in Hoffman Estates, Illinois. In this capacity, RGMA was responsible for developing a strategic plan to identify contracting opportunities and match those opportunities with qualified minority and women business enterprises.

Activities included coordinating information sessions designed to inform M/WBEs of the available construction and professional services opportunities; working with the general contractor, to identify scopes of work and contracts to target M/WBE participation; assisting prime contractors in locating minority and women owned businesses for subcontracting opportunities; developing joint ventures and mentor-protégé relationships; pre-qualifying minority and women owned firms utilizing a Contractor Information Profile questionnaire; acting as a liaison between Sears and local community organizations to inform them of contracting and employment opportunities; and monitoring the project's M/WBE participation in both contracting and employment.

U.S. General Services Administration (GSA)

RGMA was retained to assist GSA in meeting the affirmative action goals for the construction of the Metcalf Federal Building on Jackson and Clark Streets in Chicago in 1988. This project was the first federal construction project in Chicago, IL to have mandated minority business goals. RGMA was selected because of our innovative approach to creating an automated MBE profile database for use by prime contractors which maximized the opportunities for MBEs to gain access to subcontracting contracts.

McCormick Place Expansion Project (Mc3D) – Chicago, Illinois

RGMA designed Mc3D's Minority and Female Contractor Management Assistance Program to provide strong internal controls, strategic planning concepts and basic business management information systems to help M/WBE's profitably manage their companies. RGMA implemented this program by performing organizational assessments for 50 construction firms to identify areas that may need to be improved for the firm to grow and be viable in the construction industry.

Participating firms received one-on-one assistance to remedy identified internal weaknesses. In addition, RGMA presented management development seminars introducing strategic planning to the firms. The goal of this program was to improve a participating firm's ability to plan for their long-term growth by implementing strong internal controls and strategic planning concepts.

RGMA provided advance and on-site planning, implementation and coordination of outreach conferences. Conference logistics included but were not limited to: timetable, agenda, announcement, signage, site selection, registration, badges, materials, food and beverage, audio visual and electrical equipment.

STATEMENTS OF QUALIFICATIONS

The following statements of qualifications immediately follow this section.

1. Certificate of Qualifications
2. Disclosure of Ownership Interest Statement
3. Disclosure of Lobbyist Contacts
4. Affidavit of Child Support Obligations

Certificate of Qualification

Completion of this form is required

The following certifications are made pursuant to state law and District ordinances. Vendor is cautioned to carefully read these certifications prior to execution of this contract. Execution of the contract shall constitute affirmation of these certifications and shall also constitute a warranty by vendor that all the statements set forth within these certifications are true and correct statements of the vendor. Vendor is hereby notified that failure to execute these certifications shall result in disqualification from eligibility for the award of this contract. Vendor is further notified that in the event the District learns that any of the following certifications were falsely made, the contract shall be subject to termination.

In an Ordinance approved by the Forest Preserve District of Cook County Board of Commissioners on May 29, 1980, it is recited that: No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea of *nolo contendere* or admission of guilt, if that person or business entity:

- A. has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that Officer's or employee's official capacity; or
- B. has been convicted of an act committed, within the State of Illinois, of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; or
- C. has been convicted of bid-rigging or attempting to rig under the laws of the State of Illinois; or
- D. has been convicted of an act committed, within the State of Illinois, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; or
- E. has been convicted of defrauding or attempting to fix prices under the laws of the State of Illinois; or
- F. has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois; or
- G. has made an admission of guilt of such conduct as set forth in subsection (A) through (F) above which admission is a matter of record, whether or not such

01/11/11

person or business entity was subject to prosecution for the offense or offenses admitted to; or

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

I, Vice President of Ralph G. Moore & Associates, Inc
(TITLE) (BIDDER)

having been duly sworn to state the truth, do hereby affirm that the following is true and correct to the best of my knowledge:

1) Ralph G. Moore & Associates Inc Has Not
(BIDDER) (HAS/HAS NOT)
been convicted, or entered a plea of *nolo contendere*, or made an admission of guilt to any act described in the identified Ordinance and other pertinent Resolutions of the Forest Preserve District of Cook County;

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

3) Ralph G. Moore & Associates Inc Does Not
(BIDDER) (DOES/DOES NOT)
employ an officer, any individual who was an officer of another business entity at the time the latter business entity committed a disqualifying act described in the identified Ordinance.

4) Ralph G. Moore & Associates Inc Does Not
(BIDDER) (DOES/DOES NOT)
have an owner who controls, directly, Twenty Percent (20%) or more of the business who was an owner who, directly or indirectly, controlled Twenty Percent (20%) of another business entity at the time the latter committed a disqualifying act described in the identified Ordinance.

I affirm to the best of my knowledge that on None a
(DATE)
court entered judgment on the conviction of _____
(BIDDER)
and/or the _____ that
(PREVIOUS BUSINESS ENTITY)
employed _____ who is a
(NAME OF OFFICER/OWNER)
_____ of the bidder.

01/11/11

(OFFICER/OWNER)

Robert A. Foster
(SIGNATURE)

(ALL BIDDERS MUST SIGN AND HAVE NOTARIZED)

Subscribed and sworn to before me this 18 day of August,
2012.

Esperanza Coward
NOTARY SEAL & SIGNATURE



01/11/11

Tax and Fee Delinquency

Completion of this form is required

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

1. DISQUALIFICATION FOR TAX AND FEE DELINQUENCY

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

2. STATEMENT UNDER OATH

Before awarding a contract or subcontract for goods or services, the District shall obtain a statement under oath from the person or business entity that none of the taxes or fees contested, or other taxes or fees, are delinquent.

3. FALSE STATEMENTS

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

4. DELINQUENCY DURING PENDENCY OF CONTRACT

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

01/11/11

5. APPLICABILITY

This Section 1-8-2.D. applies to all contracts and subcontracts for goods and services, including; personal services contracts, contracts which are awarded on the basis of a bidding process; contracts which are not awarded on the basis of a bidding process; contracts which originate under the authority of the Purchasing Agent of the District; and contracts originate from any other office or department of the District. For purposes of Section 1-8-2. (D)., "taxes levied and fees imposed" by the District shall mean any and all taxes or fees which are levied, imposed or collected by or on behalf of the District, its officials, or departments, including but not limited to taxes levied on real estate, and fees and charges imposed by ordinance or by law which are payable to the District, or an office or department of the District, for any permit, license, service or any other purpose.

Taxes and fees shall be construed to include any and all interest and penalties authorized or imposed by law or by ordinance for a late payment or non-payment of taxes or fees. Taxes or fees shall be considered delinquent if a claim, notice or demand for payment has been made for such taxes or fees by or on behalf of the District, the County of Cook, the State of Illinois, the United States of America, or any of their officers or agencies, boards, commissions, or departments without timely payment, except in those cases where authorized procedures for protesting or contesting such taxes or fees have been timely and properly initiated and where such protest or contest remains pending.

I, Lancert A. Foster the Vice President
(NAME) (TITLE)
of Ralph G. Moore & Associates Inc. having been duly sworn to state the
(BIDDER)

truth, do hereby affirm that the following is true and correct to the best of my knowledge:

1. Ralph G. Moore & Associates Inc. is/are not an owner(s) of real
(BIDDER) property in Cook County, or a party responsible for the payment of any tax or fee owed to the Forest Preserve District of Cook County, for which such tax or fee is delinquent; OR
2. The following is a complete list of real estate owned by _____
(BIDDER) in Cook County (list Permanent Index Numbers):
None

01/11/11

Lawrence A. Lester
(Signature)

Vice President
(Office/Title)

Subscribed to before me this 18 day of August, 2012.

Esperanza Coward
NOTARY SEAL & SIGNATURE



01/11/11

Disclosure of Ownership Interest Statement

~~Completion of this form is required~~

The Forest Preserve District of Cook County requires that any Applicant for any District 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 District 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 District being voided.

"Applicant" means any entity or person making an application to the District for any District Action."

"District Action" means any action by the District or, a District Department, regarding an ordinance or ordinance amendment, a District approval, with respect to contracts, leases, or sale or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by:

1. An Applicant for District 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 section #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 Applicant or Stock / Beneficial Interest Holder

This Statement is an: Original Statement or Amended Statement

Identifying information:

Name Ralph G. Moore & Associates Inc D/B/A: RGMA EIN NO: 36-3577801

Street Address: 401 S. LaSalle St., Ste 1401

City: Chicago State: IL Zip Code 60605

Phone No: 312.419-1911

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

Ownership interest Declaration:

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

Name	Address	Percentage Interest in
Ralph G. Moore	401 S. LaSalle Chicago	Applicant / Holder 100%

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

Name of Agent / Nominee	Name of Principal	Principal's Address
None		

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

Name	Address	Percentage of Beneficial Interest	Relationship
	None		

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

Lancert A. Foster	Vice President
Name of Authorized Applicant/Holder Representative (please Print or Type)	Title
<i>Lancert A. Foster</i>	8/18/12
Signature	Date
lancefoster@rgma.com	312.419-1911
E-mail address	Phone Number

Subscribed to and sworn before me
This 18 day of August 2012.

X *Ezz*
Notary Public Signature

My commission expires:
04/02/2016





Disclosure of Lobbyist Contacts

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

Name

Address

None

Signature:

Ronald A. Foster, VP

CONTRACT NO: 1421-13325

EXHIBIT 3

Evidence of Insurance

CONTRACT NO: 1421-13325

EXHIBIT 3

Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/6/2013

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

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

PRODUCER Myers-Briggs & Co., Inc. 300 S. Wacker Drive Suite 1000 Chicago IL 60606	CONTACT NAME: Denise Brinson	
	PHONE (A/C, No. Ext): (630) 980-2114	FAX (A/C, No): (630) 980-2414
	E-MAIL ADDRESS: dbrinson@wjk.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Travelers Ind of Connecticut	25682
	INSURER B: Phoenix Insurance Company	25623
	INSURER C: Hanover Insurance Group	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL138618117 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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	6805331H386	8/10/2013	8/10/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		6805331H386	8/10/2013	8/10/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 5,000		CUP1221Y187	8/10/2013	8/10/2014	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A INUB5399H34413	8/10/2013	8/10/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Professional Liability		LHC979641900	12/6/2012	12/6/2013	Limit of Liability \$1,000,000 Retention: \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
If required by written contract, the certificate holder is named additional insured with regards to General Liability.

CERTIFICATE HOLDER Forest Preserve District of Cook County Finance and Administration Purchasing Department 69 West Washington Street Suite 2060 Chicago, IL 60602	CANCELLATION 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 William Kamm/DBRINS <i>William D. Kamm</i>

COOK COUNTY SIGNATURE PAGE

(SECTION 10)

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

John E. Mc

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 6 DAY OF June, 2014.

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

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER 1421-13325

OR

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

TOTAL AMOUNT OF CONTRACT: \$12,000.00

(DOLLARS AND CENTS)

FUND CHARGEABLE: NA

APPROVED AS TO FORM:

NA

ASSISTANT STATE'S ATTORNEY

(Required on contracts over \$1,000,000.00)