

**PROFESSIONAL SERVICES AGREEMENT**

**FOR**

**DATA EXCHANGE PROJECT MANAGER FOR COOK COUNTY INTEGRATED  
CRIMINAL JUSTICE SYSTEM (CCICJIS)**

**BETWEEN**



**COOK COUNTY GOVERNMENT  
CLERK OF THE CIRCUIT COURT**

**AND**

**CROWE HORWATH LLP  
(Based on City Of Chicago Contract No. 27586)**

**CONTRACT NO. 1423-14250**

# PROFESSIONAL SERVICES AGREEMENT

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Exhibit 2	Minority and Women Owned Business Enterprise Commitment
Exhibit 3	Evidence of Insurance
Exhibit 4	Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 5	Federal Clauses
Exhibit 6	Certification for Consulting or Auditing Services
Exhibit 7	Interagency Agreement between Illinois Criminal Justice Information Authority and Cook County

Attachment 1 City Of Chicago Contract No. 27586

## **AGREEMENT**

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and Crowe Horwath LLP, doing business as a Limited Liability Partnership within the State of Illinois hereinafter referred to as "Consultant", pursuant to the execution of this contract by the Chief Procurement Officer.

## **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 City of Chicago entered into a contract on April 23, 2014 for the provision of goods and services by the Consultant for the City relative to Information Technology and Related Services ("the City of Chicago Contract"); which is attached heretofore as Attachment 1 for reference purpose only, but such attachment is not made part of or incorporated into Agreement, and in no way does such document govern the parties performance under this Agreement; and

**Whereas**, the County wishes to leverage the procurement efforts of the City of Chicago; and

**Whereas**, the Cook County Clerk of the Circuit Court desires certain specific and similar goods and services of the Consultant; and

**Whereas**, the Contractor agrees to provide to the Cook County Clerk of the Circuit Court, incorporated as Exhibit 1, Scope of Services, all on pricing and payment terms equivalent to or more favorable to the County than those contained in the City of Chicago Contract No. 27586 as set forth in Attachment No. 1; and

**Whereas**, this Contract shall be effective October 1, 2015 through September 30, 2016; and shall include no renewal options; and

**Whereas**, the Contractor's compensation shall be as set forth in Exhibit 1, and shall not exceed \$99,710.00, and

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

**NOW, THEREFORE**, 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.

## **TERMS AND CONDITIONS**

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

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

### **ARTICLE 2) DEFINITIONS**

#### **a) Definitions**

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

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

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

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

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

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

**"Using Agency"** shall mean the department of agency within Cook County including elected officials.

#### **b) Interpretation**

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

- ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.
- iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any tables of contents or marginal notes appended to it are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.
- v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.
- vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

**c) Incorporation of Exhibits**

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

Exhibit 1	Scope of Services & Schedule of Compensation
Exhibit 2	Minority and Women Owned Business Enterprise Commitment
Exhibit 3	Evidence of Insurance
Exhibit 4	Certificate for Consulting and Auditing and Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 5	Federal Clauses
Exhibit 6	Certification for Consulting or Auditing Services
Exhibit 7	Interagency Agreement between Illinois Criminal Justice Information Authority and Cook County

Attachment 1 City Of Chicago Contract No. 27586

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

**a) Scope of Services**

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

**b) Deliverables**

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

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

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

**c) Standard of Performance**

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

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

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

d) **Personnel**

i) **Adequate Staffing**

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

ii) **Key Personnel**

Consultant must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "**Key Personnel**" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). The Using Agency may at any time in writing notify Consultant that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Consultant must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in Exhibit 1, Scope of Services.

iii) **Salaries and Wages**

Consultant and Subconsultants must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Consultant underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The parties acknowledge that this Section 3.d(iii) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.



e) **Minority and Women Owned Business Enterprises Commitment**

In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director, which are set forth in Exhibit 3. Consultant's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Form 1 of the MBE/WBE Utilization Plan, upon acceptance by the Compliance Director. Consultant must utilize minority and women's business enterprises at the greater of the amounts committed to by the Consultant for this Agreement in accordance with Form 1 of the MBE/WBE Utilization Plan.

f) **Insurance**

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.

Consultant shall require all Subcontractors to provide the insurance required in this agreement, or Contractor may provide the coverage for Subcontractors. All Subcontractors are subject to the same insurance requirements as Contractor except paragraph (d) Excess Liability or unless specified otherwise.

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

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

(b) **Commercial General Liability Insurance**

The Commercial General Liability shall be on an occurrence form basis (ISO Form CG 0001 or equivalent) to cover bodily injury, personal injury and property damage.

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Completed Operations Aggregate	\$2,000,000

The General Liability policy shall include the following coverages:

- (a) All premises and operations;
- (b) Contractual Liability;
- (c) Products/Completed Operations;
- (d) Severability of interest/separation of insureds clause

(c) **Commercial Automobile Liability Insurance**

When any vehicles are used in the performance of this contract, Consultant shall secure Automobile Liability Insurance for bodily injury and property damage arising from the Ownership, maintenance or use of owned, hired and non-owned vehicles with a limit no less than \$1,000,000 per accident.

(d) **Excess Liability**

Such policy shall be excess over Commercial General Liability, Automobile Liability and Employer's Liability with limits not less than the following amounts:

Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000

(e) **Professional / Technology Errors and Omissions Liability**

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

## **Additional requirements**

### **(a) Additional Insured**

The required insurance policies, with the exception of the Workers Compensation and Professional Liability, must name Cook County, its officials, employees and agents as additional insureds with respect to operations performed. Consultant's insurance shall be primary and non-contributory with any insurance maintained by Cook County. Any insurance or self-insurance maintained by Cook County shall be excess of the Consultant's insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance limits specified above.

### **(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 consent of the Cook County Department of Risk Management. The insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies.

### **(c) Insurance Notices**

Consultant shall endeavor to provide the Office of the Chief Procurement Officer with thirty (30) days advance written notice in the event any required insurance will be cancelled, materially reduced or non-renewed. Consultant shall secure replacement coverage to comply with the stated insurance requirements and provide new certificates of insurance to the Office of the Chief Procurement Officer.

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

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

(d) **Waiver of Subrogation Endorsements**

All insurance policies, with the exception of Professional Liability, must contain a Waiver of Subrogation Endorsement in favor of Cook County.

g) **Indemnification**

The Consultant covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims of personal injury or of damages to tangible property 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, subconsultants, 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 or expand the responsibility to indemnify the County as hereinabove provided.

h) **Confidentiality and Ownership of Documents**

Consultant acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Consultant in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of 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. Consultant will maintain records (confidential or otherwise) to document and support its work.

**i) Patents, Copyrights and Licenses**

Except in the case of third-party software, Consultant shall furnish the Chief Procurement Officer 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 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, as permitted by Illinois law, 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 a known 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. If none of these remedies is commercially feasible, this Contract shall be terminated and Consultant shall return all fees paid for equipment, hardware or software. This section states Consultant's entire liability for infringement of intellectual property.

**j) Examination of Records and Audits**

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

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

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

Prior to the commencement of the Contract, the Consultant shall identify in writing to the Chief Procurement Officer the names of any and all Subcontractors it intends to use in the performance of the Contract by completing the Identification of Subcontractor/Supplier/Subconsultant Form ("ISF"). The Chief Procurement Officer shall have the right to disapprove any Subcontractor. All Subcontractors shall be subject to the terms of this

Contract. Consultant shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Consultant must disclose the name and business address of each Subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Consultant has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the 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 Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

**I) Professional Social Services**

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

For purposes of this Section, a Professional Social Service Contract or Professional Social Service Agreement shall mean any contract or agreement with a social service provider, including other governmental agencies, nonprofit organizations, or for profit business enterprises engaged in the field of and providing social services, juvenile justice, mental health treatment, alternative sentencing, offender rehabilitation, recidivism reduction, foster care, substance abuse treatment, domestic violence services, community transitioning services, intervention, or such other similar services which provide mental, social or physical treatment and services to individuals. Said Professional Social Service Contracts or

Professional Social Service Agreements do not include CCHHS managed care contracts that CCHHS may enter into with health care providers.

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

**a) Term of Performance**

This Agreement takes effect upon the execution of this contract by the Chief Procurement Officer and its term shall begin on October 1, 2015 ("**Effective Date**") and continue until September 30, 2016 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

**b) Timeliness of Performance**

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

**c) Agreement Extension Option**

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

#### **ARTICLE 5) COMPENSATION**

**a) Basis of Payment**

The County will pay Consultant according to the Schedule of Compensation in the attached Exhibit 1 for the successful completion of services.

**b) Method of Payment**

All invoices submitted by the Consultant shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. All invoices



for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Consultant to the County.

The Consultant acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Consultant certifies that all itemized entries set forth in the invoices are true and correct. The Consultant acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies, services or equipment set forth in the Agreement to the Using Agency, or that it has properly performed the services set forth in the Agreement. The invoice must also reflect the dates and amount of time expended in the provision of services under the Agreement. The Consultant acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Consultant, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Consultant receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Agreement, the Consultant must make payment to its Subcontractors within 15 days after receipt of payment from the County, provided that such Subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Consultant with all of the documents and information required of the Consultant. The Consultant may delay or postpone payment to a Subcontractor when the Subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Consultant is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

**c) Funding**

The source of funds for payments under this Agreement is identified in Exhibit 1, Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 1 without a written amendment in accordance with Section 10.c. The Consultant acknowledges that this Agreement is funded pursuant to an Interagency Agreement between the Illinois Criminal Justice Information Authority ("ICJIA") and Cook County, which is attached hereto as Exhibit 7.

**d) Non-Appropriation**

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

**e) Taxes**

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to 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-9998-2013-07.

**f) 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 5.f., Price Reduction, a general price reduction shall include reductions in the effective price charged by Consultant by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the 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.

**g) Consultant Credits**

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

**ARTICLE 6) DISPUTES**

Any dispute arising under the Contract between the County and Consultant shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the

complaint in writing within five days of such request. The Chief Procurement Officer will reduce her decision to writing and mail or otherwise furnish a copy thereof to the Consultant. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer.

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

#### **ARTICLE 7) COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE WITH ALL LAWS**

The Consultant, 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 (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.

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.

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

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

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

- i) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or

cause to be performed this Agreement under the terms and conditions stated in this Agreement;

- iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;
- iv) warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and has not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County;
- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- vi) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and
- vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.a and 9.c.

**b) Ethics**

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

**c) Joint and Several Liability**

If Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and

without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Consultant is the joint and several obligation or undertaking of each such individual or other legal entity.

**d) Conflicts of Interest**

- i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.
- ii) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.
- iii) If Consultant becomes aware of a conflict, it must immediately notify the County.
- iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, Subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.
- v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.
- vi) Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year

1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Consultant must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

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

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

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

**a) Events of Default Defined**

The following constitute events of default:

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

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

**b) Remedies**

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

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

- i) The right to take over and complete the Services, or any part of them. If the County has deemed to be in Default, because it has failed to cure the material breach within the time as specified in Article 9(a)(vii), 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 be set forth the effective date of termination.

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

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

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

**c) Early Termination**

In addition to termination under Sections 9.a and 9.b of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Consultant. The County will give notice to Consultant in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Consultant or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.



After the notice is received, Consultant must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 5, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The County and Consultant must attempt to agree on the amount of compensation to be paid to Consultant, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Consultant is in full settlement for all Services satisfactorily performed under this Agreement.

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

If the County's election to terminate this Agreement for default under Sections 9.a and 9.b is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.c.

**d) Suspension**

The County may at any time request that Consultant suspend its Services, or any part of them, by giving 15 days prior written notice to Consultant or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Within ten (10) days, unless otherwise agreed to by the parties, Consultant must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Consultant when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Consultant as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Consultant by written notice may treat the suspension as an early termination of this Agreement under Section 9.c.

**e) Right to Offset**

In connection with performance under this Agreement, the County may offset any excess costs incurred:

- i) if the County terminates this Agreement for default or any other reason resulting from Consultant's performance or non-performance;
- ii) if the County exercises any of its remedies under Section 9.b of this Agreement;  
or
- iii) if the County has any credits due or has made any overpayments under this Agreement.

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

**f) Delays**

Consultant agrees that no charges or claims for damages shall be made by Consultant for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract. In the event payment is not made by the County in accordance with the payment schedule as described in Exhibit 1 attached hereto, Consultant shall provide notice of late payment to County and County shall have sixty (60) days after receipt of such notice to make the payment. In the event payment is not made by the end of the sixty (60) day time period, Consultant may cease work without penalty until such payment is made. Provided, however, that in the event of a pending dispute as set forth in Article 6, Consultant shall continue performing its obligations under this Agreement.

**g) Prepaid Fees**

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

## **ARTICLE 10) GENERAL CONDITIONS**

### **a) Entire Agreement**

#### **i) General**

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

#### **ii) No Collateral Agreements**

Consultant acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Consultant to enter into this Agreement or has been relied upon by Consultant, including any with reference to:

- (a) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;
- (b) the nature of the Services to be performed;
- (c) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement;
- (d) the general conditions which may in any way affect this Agreement or its performance;
- (e) the compensation provisions of this Agreement; or
- (f) any other matters, whether similar to or different from those referred to in (a) through (e) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

#### **iii) No Omissions**

Consultant acknowledges that Consultant was given an opportunity to review all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Consultant did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Consultant

relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

**b) Counterparts**

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

**c) Contract Amendments**

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such 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 Using Agency or employee thereof has authority to make any amendments to this Contract. Any amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

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

**d) Governing Law and Jurisdiction**

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

**e) Severability**

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of

any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

**f) Assigns**

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

**g) Cooperation**

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

**h) Waiver**

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

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

**i) Independent Consultant**

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

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

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

**j) Governmental Joint Purchasing Agreement**

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

In the event that other agencies participate in a joint procurement, the County reserves the right to renegotiate the price to accommodate the larger volume.

**k) Comparable Government Procurement**

As permitted by the County of Cook, other government entities, if authorized by law, may wish to purchase the goods, supplies, services or equipment under the same terms and conditions contained in this Contract (i.e., comparable government procurement). Each entity wishing to reference this Contract must have prior authorization from the County of Cook and the Consultant. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods, supplies, equipment or services supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for the goods, supplies, equipment or services supplies/services ordered by these entities. Each entity reserves the right to determine the amount of goods, supplies, equipment or services it wishes to purchase under this Contract.

**l) Force Majeure**

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 and 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.

**m) Limitation of Liability**

Except where it has been determined in a judicial proceeding that Consultant acted with gross negligence or willful misconduct, Consultant's liability to County hereunder for damages, regardless of the legal theory of the claim (including negligence), shall not exceed the amount actually paid to Consultant under this Agreement and such claim for a return of amounts paid shall be County's exclusive remedy for any damages. This limitation of liability is intended to apply to the full extent allowed by law. This limitation of liability shall also apply after termination of this Agreement.

**n) No Punitive or Consequential Damages**

Subject to Section m above, neither party shall be liable to the other party for any special, indirect, consequential, incidental, exemplary or punitive damages. Neither party shall be liable to the other party for any lost profits, lost savings or lost business opportunity. This limitation of liability is intended to apply to the fullest extent allowed by law, regardless of the grounds for or nature of any claim asserted (including negligence). This limitation shall also apply after termination of this Agreement.

**ARTICLE 11) NOTICES**

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

If to the County:      Office of the Clerk of the Circuit Court  
69 West Washington, Suite 2500  
Chicago, Illinois 60602  
Attention: Chief Information Officer – Management Info. Systems

and

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

If to Consultant:      Crowe Horwath LLC  
225 West Wacker Drive, Suite 2600  
Chicago, Illinois 60606  
Attention: Mr. Bob Dobis

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

## **ARTICLE 12) AUTHORITY**

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



### MBE/WBE UTILIZATION PLAN - FORM 1

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions – Section 19.

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

- ☐ Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current Letter of Certification)
- ☐ Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available online at [www.cookcountyil.gov/contractcompliance](http://www.cookcountyil.gov/contractcompliance))
- ☒ Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II below and the Letter(s) of Intent – Form 2).

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

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

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

MBE/WBE Firm: Catalyst Consulting Group, Inc.

Address: 211 W. Wacker, Suite 450 Chicago, Illinois 60606

E-mail: tim.smith@catconsult.com

Contact Person: Tim Smith Phone: 312.920.0550

Dollar Amount Participation: \$ 17,680

Percent Amount of Participation: \_\_\_\_\_ 17.5 %

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

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

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

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

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

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

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

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

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

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

*Attach additional sheets as needed.*

**\* Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid.**

**MBE/WBE LETTER OF INTENT - FORM 2**

M/WBE Firm: Catalyst Consulting Group, Inc.

Certifying Agency: Cook County

Contact Person: Tim Smith

Certification Expiration Date: January 29, 2020

Address: 211 W. Wacker Drive, Suite 450

Ethnicity: Indian Subcontinent

City/State: Chicago, Illinois Zip: 60606

Bid/Proposal/Contract #: Task Order #: 1423-14250

Phone: 312.920.0550 Fax: 312.920.0554

FEIN #: 36-3826522

Email: tim.smith@catconsult.com

Participation: ☒ Direct ☐ Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

☒ No ☐ Yes - Please attach explanation. Proposed Subcontractor(s): \_\_\_\_\_

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

Business and technical analysis services  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Indicate the Dollar Amount, Percentage, and the Terms of Payment for the above-described Commodities/ Services:  
\$17,680, 17.5% - net 30 days, same as prime contractor

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

Signature (M/WBE)

Tim Smith

Print Name

Catalyst Consulting Group, Inc.

Firm Name

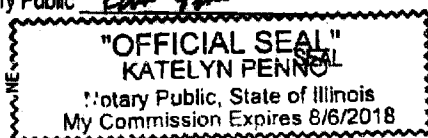
4-16-15

Date

Subscribed and sworn before me

this 16th day of April, 2015.

Notary Public Kate Penno



Signature (Prime Bidder/Proposer)

Robert S. Dobis, Partner

Print Name

Crowe Horwath LLP

Firm Name

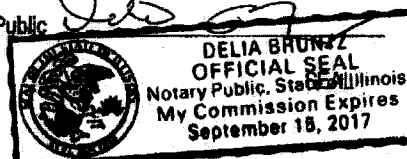
4-22-15

Date

Subscribed and sworn before me

this 22 day of April, 2015.

Notary Public Delia Brunz





OFFICE OF CONTRACT COMPLIANCE

**JACQUELINE GOMEZ**

DIRECTOR

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

July 2, 2015

**TONI PRECKWINKLE**

PRESIDENT

**Cook County Board  
of Commissioners**

RICHARD R. BOYKIN  
1st District

ROBERT STEELE  
2nd District

JERRY BUTLER  
3rd District

STANLEY MOORE  
4th District

DEBORAH SIMS  
5th District

JOAN PATRICIA MURPHY  
6th District

JESUS G. GARCIA  
7th District

LUIS ARROYO, JR.  
8th District

PETER N. SILVESTRI  
9th District

BRIDGET GAINER  
10th District

JOHN P. DALEY  
11th District

JOHN A. FRITCHEY  
12th District

LARRY SUFFREDIN  
13th District

GREGG GOSLIN  
14th District

TIMOTHY O. SCHNEIDER  
15th District

JEFFREY R. TOBOLSKI  
16th District

ELIZABETH ANN DOODY GORMAN  
17th District

Ms. Shannon E. Andrews  
Chief Procurement Officer  
County Building-Room 1018  
Chicago, IL 60602

Re: Contract No. 1423-14250  
Data Exchange Project Manager

Dear Ms. Andrews:

The following bid for the above-referenced contract has been reviewed for compliance with the General Conditions regarding the Minority- and Women- owned Business Enterprises (MBE/WBE) Ordinance and have been found to be responsive to the goals of 17.5% MBE/WBE participation.

Bidder: Crowe Horwath, LLP.  
Bid Amount: \$99,710.00

<u>MBE/WBE</u>	<u>Status</u>	<u>Certifying Agency</u>	<u>Commitment</u>
Catalyst Consulting Group, Inc.	MBE (6)	Cook County	17.5% Direct

The Office of Contract Compliance has been advised by the Requesting Department that no other bidder is being recommended for award. Original EDS forms were used in the determination of the responsiveness of this contract.

Sincerely,

Jacqueline Gomez  
Contract Compliance Director

JG/ate

Cc: Ed Rendon, Office of the Chief Procurement Officer  
Phyllis Adams, Clerk of the Circuit Court



**TONI PRECKWINKLE**

PRESIDENT

Cook County Board  
of Commissioners

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1st District

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15th District

JEFFREY R. TOBOLSKI  
16th District

ELIZABETH ANN DOODY GORMAN  
17th District

OFFICE OF CONTRACT COMPLIANCE

**JACQUELINE GOMEZ**

DIRECTOR

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

January 29, 2015

Mr. Arvind Talwar, CEO  
Catalyst Consulting Group, Inc.  
211 West Wacker, Suite 450  
Chicago, IL 60606

**Annual Certification Expires: January 29, 2016**

Dear Mr. Talwar:

Congratulations on your continued eligibility for Certification as a Minority Business Enterprise MBE by Cook County Government. This MBE Certification is valid until January 29, 2020.

As a condition of continued certification during this five (5) year period, you must file a "No Change Affidavit" within sixty (60) days prior to the date of annual expiration. Failure to file this Affidavit shall result in the termination of your certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification within fifteen (15) business days of such changes.

Cook County Government may commence action to remove your firm as a MBE vendor if you fail to notify us of any changes of facts affecting your firm's certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in Cook County's Directory of Minority Business Enterprise, Women Business Enterprise and/or Veteran Business Enterprise in the area(s) of specialty:

**TECHNOLOGY: IT CONSULTING-MANAGEMENT & METHODS ANALYSIS, WEBSITE  
DEVELOPMENT, GIS SYSTEMS, BUSINESS PROCESS RE-ENGINEERING**

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

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

Sincerely,

  
Jacqueline Gomez  
Contract Compliance Director

JG/ehw

2020

**COOK COUNTY  
ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENT  
INDEX**

<b>Section</b>	<b>Description</b>	<b>Pages</b>
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1- 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 3 – 12
4	Contract and EDS Execution Page	EDS 13-15
5	Cook County Signature Page	EDS 16

**SECTION 1**  
**INSTRUCTIONS FOR COMPLETION OF**  
**ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

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

*Affiliate* means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

*Applicant* means a person who executes this EDS.

*Bidder* means any person who submits a Bid.

*Code* means the Code of Ordinances, Cook County, Illinois available on [municode.com](http://municode.com).

*Contract* shall include any written document to make Procurements by or on behalf of Cook County.

*Contractor or Contracting Party* means a person that enters into a Contract with the County.

*Control* means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

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

*Joint Venture* means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

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

*Lobbyist* means any person who lobbies.

*Person or Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

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

*Proposal* means a response to an RFP.

*Proposer* means a person submitting a Proposal.

*Response* means response to an RFQ.

*Respondent* means a person responding to an RFQ.

*RFP* means a Request for Proposals issued pursuant to this Procurement Code.

*RFQ* means a Request for Qualifications issued to obtain the qualifications of interested parties.

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

**Section 1: Instructions.** Section 1 sets forth the instructions for completing and executing this EDS.

**Section 2: Certifications.** Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

**Section 3: Economic and Other Disclosures Statement.** Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

**Required Updates.** The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

**Additional Information.** The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at [cookcountyiil.gov/ethics-board-of](http://cookcountyiil.gov/ethics-board-of).

**Authorized Signers of Contract and EDS Execution Page.** If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. 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.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. 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.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

## SECTION 2

### CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT 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 APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT 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 subparagraphs (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 APPLICANT HEREBY CERTIFIES THAT:** The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

#### **B. BID-RIGGING OR BID ROTATING**

**THE APPLICANT HEREBY CERTIFIES THAT:** In accordance with 720 ILCS 5/33 E-11, neither the Applicant 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 APPLICANT HEREBY CERTIFIES THAT:** The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).



**D. DELINQUENCY IN PAYMENT OF TAXES**

**THE APPLICANT HEREBY CERTIFIES THAT:** *The Applicant 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 34-171.*

**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 APPLICANT HEREBY CERTIFIES THAT:** *It is in compliance with 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. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)**

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

**H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)**

**THE APPLICANT CERTIFIES THAT:** It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at [www.municode.com](http://www.municode.com).

**I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)**

**THE APPLICANT CERTIFIES THAT:** It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at [www.municode.com](http://www.municode.com).

**J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;**

Unless expressly waived by the Cook County Board of Commissioners, 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 annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, 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.

### SECTION 3

#### REQUIRED DISCLOSURES

##### 1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name

Address

No lobbyist has currently made contact or is anticipated to be make contact by Crowe Horwath LLP with respect to or in connection with this proposal or project.

##### 2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

*Local business* means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

- a) Is Applicant a "Local Business" as defined above?

Yes: \_\_\_\_\_ No: ☒

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

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

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

Yes: \_\_\_\_\_ No: ☒

##### 3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

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-5) and complete the Affidavit, based on the instructions in the Affidavit.**

**4. REAL ESTATE OWNERSHIP DISCLOSURES.**

The Applicant 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 Applicant in Cook County:

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

\_\_\_\_\_  
(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

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

If the Applicant 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 Applicant 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 Applicant 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.

"Person" "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. A Person 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 Crowe Horwath LLP

D/B/A: \_\_\_\_\_ FEIN NO/SSN (LAST FOUR DIGITS): 35-9216820

Street Address: 225 West Wacker Drive, Suite 2600

City: Chicago State: Illinois Zip Code: 60606-1224

Phone No.: 312.899.7000 Fax Number: 312.899.5300 Email: bob.dobis@crowehorwath.com

Cook County Business Registration Number: \_\_\_\_\_  
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): \_\_\_\_\_

### Form of Legal Entity:

☐ Sole Proprietor ☒ Limited Liability 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 Person 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
None		

2. If the interest of any Person 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, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

**Corporate Officers, Members and Partners Information:**

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture. Crowe Horwath LLP is a limited liability partnership with more than 260 partners. Rather than list each partner, the primary executive officers are listed below.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
James Powers	3815 River Crossing Parkway, Suite 200 Indianapolis, Indiana 46240	Chief Executive Officer	4 years, beginning April 1, 2015
Joseph P. Santucci Jr.	3815 River Crossing Parkway, Suite 200 Indianapolis, Indiana 46240	Chief Operating Officer	4 years, beginning April 1, 2015
Fred J. Batters	One Mid America Plaza, Suite 700 Oak Brook, Illinois 60522	Chief Risk Officer	Has been CRO since 2007
Todd T. Welu	One Mid America Plaza, Suite 700 Oak Brook, Illinois 60522	Chief Financial Officer	Has been CFO since 2012

**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.

Robert S. Dobis  
Name of Authorized Applicant/Holder Representative (please print or type)

[Signature]  
Signature

bob.dobis@crowehorwath.com  
E-mail address

Subscribed to and sworn before me  
this 22<sup>nd</sup> day of April, 2015.

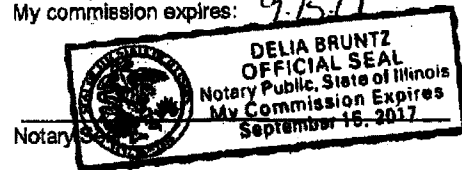
x [Signature]  
Notary Public Signature

Partner  
Title

April 22, 2015  
Date

312.899.7000  
Phone Number

My commission expires: 9.15.17





**COOK COUNTY BOARD OF ETHICS**  
69 W. WASHINGTON STREET, SUITE 3040  
CHICAGO, ILLINOIS 60602  
312/603-4304 Office 312/603-9988 Fax

**FAMILIAL RELATIONSHIP DISCLOSURE PROVISION**

**Nepotism Disclosure Requirement:**

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

**Additional Definitions:**

*"Familial relationship"* means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- |                                  |  |                                       |
|----------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Parent  | <input type="checkbox"/> Grandparent     | <input type="checkbox"/> Stepfather   |
| <input type="checkbox"/> Child   | <input type="checkbox"/> Grandchild      | <input type="checkbox"/> Stepmother   |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law   | <input type="checkbox"/> Stepson      |
| <input type="checkbox"/> Sister  | <input type="checkbox"/> Mother-in-law   | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt    | <input type="checkbox"/> Son-in-law      | <input type="checkbox"/> Stepbrother  |
| <input type="checkbox"/> Uncle   | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister   |
| <input type="checkbox"/> Niece   | <input type="checkbox"/> Brother-in-law  | <input type="checkbox"/> Half-brother |
| <input type="checkbox"/> Nephew  | <input type="checkbox"/> Sister-in-law   | <input type="checkbox"/> Half-sister  |

**COOK COUNTY BOARD OF ETHICS  
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

**A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY**

Name of Person Doing Business with the County: Crowe Horwath LLP

Address of Person Doing Business with the County: 225 West Wacker Drive, Suite 2600 Chicago, Illinois 60606

Phone number of Person Doing Business with the County: 312.899.7000

Email address of Person Doing Business with the County: bob.dobis@crowehorwath.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

Mr. Robert S. Dobis, Partner | 630.586.5252 | bob.dobis@crowehorwath.com

**B. DESCRIPTION OF BUSINESS WITH THE COUNTY**

*Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the preceding calendar year if disclosure is made on January 1), identify:*

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: \_\_\_\_\_

Task Order No. 1423-14250

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 99,710

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: \_\_\_\_\_

Edmund Rendon, Senior Contract Negotiator | 312.603.6824 | edmund.rendon@cookcountyll.gov

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: \_\_\_\_\_

Edmund Rendon, Senior Contract Negotiator | 312.603.6824 | edmund.rendon@cookcountyll.gov

**C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS**

*Check the box that applies and provide related information where needed*

- ☐ The Person Doing Business with the County is an individual and there is no familial relationship between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.
- ☒ The Person Doing Business with the County is a business entity and there is no familial relationship between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.



**B. DESCRIPTION OF BUSINESS WITH THE COUNTY**

*Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:*

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: \_\_\_\_\_

RFP No. 1550-14589

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 481,925

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: \_\_\_\_\_

Toyla Price, Procurement Officer | 312.603.7685 | toyla.rice@cookcountvil.gov

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: \_\_\_\_\_

Toyla Price, Procurement Officer | 312.603.7685 | toyla.rice@cookcountvil.gov

**COOK COUNTY BOARD OF ETHICS  
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

- ☐ The Person Doing Business with the County is **an individual** and **there is a familial relationship** between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

- ☐ The Person Doing Business with the County is **a business entity** and **there is a familial relationship** between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows:**

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Nature of Familial Relationship\*

### Nature of Familial Relationship<sup>a</sup>

### Nature of Familial Relationship\*

SECTION 4

CONTRACT AND EDS EXECUTION PAGE

**PLEASE EXECUTE THREE ORIGINALS**

The Applicant hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant 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.

**Execution by Corporation**

\_\_\_\_\_  
President's Name

\_\_\_\_\_  
President's Signature

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email

\_\_\_\_\_  
Secretary Signature

\_\_\_\_\_  
Date

**Execution by LLC**

\_\_\_\_\_  
Member/Manager (Signature)\*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email

**Execution by Partnership/Joint Venture**

Robert L. Oak  
\_\_\_\_\_  
Partner/Joint Venturer (Signature)\*

9/22/15  
\_\_\_\_\_  
Date

312.899.5499  
\_\_\_\_\_  
Telephone

BOB.DOBIS@CROWEHOEWATH.COM  
\_\_\_\_\_  
Email

**Execution by Sole Proprietorship**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

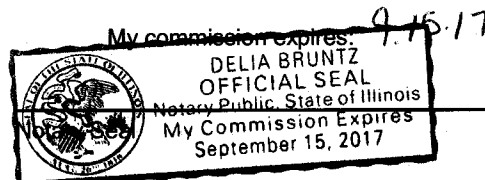
\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email

Subscribed and sworn to before me this

22 day of September, 2015.

Delia Bruntz  
\_\_\_\_\_  
Notary Public Signature



If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

SECTION 5  
COOK COUNTY SIGNATURE PAGE

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



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 6 DAY OF October, 2015

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

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

1423-14250

OR

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

\_\_\_\_\_

TOTAL AMOUNT OF CONTRACT: \$ 99,710.00

(DOLLARS AND CENTS)

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

## EXHIBIT 1

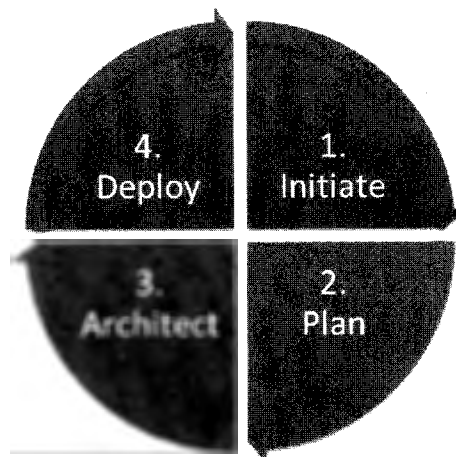
### Scope of Services & Schedule of Compensation

## Approach & Methodology

### Methodology Overview

Our team understands that embarking on an information sharing effort in the criminal justice arena is challenging, given the complexity of government and the community at large. We have developed an information sharing methodology designed to specifically address the unique needs of the criminal justice community, while taking a **business first approach**. The methodology is shared in the 4-phase methodology overview and diagram below:

1. **Initiate:** In this phase, we kickoff the initiative, meet with stakeholders, and set the stage for a successful initiative.
2. **Plan:** During phase 2, we work with team to develop the strategic plan, roadmap, governance structure and implementation plan to support the initiative.
3. **Architect:** In phase 3, we work with the team to define, design and architect the information sharing solution and environment.
4. **Deploy:** In phase 4, we work with the team to implement the information sharing solution, along with the policies, processes and procedures to effectively manage and support the environment.



### Task Order Project Approach

Specifically, for CCC, Crowe will utilize components of the first two phases of the methodology (Phases 1. Initiate and 2. Plan) to meet the requested scope of work. **Phases 3 and 4 of our detailed methodology are out of scope for this initial task order.** Details about specific activities to be performed and milestones to be achieved in these two phases are provided below. We believe by utilizing our proven methodology outlined below, the County and its stakeholders will achieve the results desired for this project.

#### Phase 1: Initiate

The Initiate Phase begins with formal project initiation activities, once the task order is executed. The goal of this phase is to validate the approach, establish the governance structure and processes and develop an outreach plan for stakeholder entities. Key project activities are outlined below.

##### Key Project Activities:

- Conduct kickoff with the project leadership team
- Establish a Statement of Work in compliance with the State of Illinois Criminal Justice Authority.
- Identify members of the project leadership team and criminal justice information sharing team. The project leadership team will manage the project on a day-to-day/weekly basis. The criminal justice information sharing team will have representation from each stakeholder agency, to review deliverables and help set the direction of the criminal justice information sharing portion of the overall initiative.
- Finalize list of project stakeholder agencies/departments/entities involved in the information sharing initiative. Our team will work with the Clerk of the Circuit Court and CCICJIS to establish the stakeholders involved.

An initial list of potential agencies may include:

- Cook County Office of the Board President
  - Cook County CIO / CCICJIS Chair
  - Project / Program Management Office
  - Cook County Clerk of the Circuit Court
  - Cook County Sheriff
  - Cook County Court Chief Justice
  - Cook County Public Defender
  - Cook County Sheriff
  - Cook County State's Attorney
  - Cook County Bureau of Technology
  - State of Illinois Criminal Justice Authority
  - Others, as appropriate
- Establish goals for the information sharing initiative, including metrics for success. These goals and metrics will be incorporated into the overall CCICJIS Information Sharing plan. Also establish list of in-progress initiatives and collect past planning efforts. As part of this activity we will recommend measures for meeting CCICJIS project and grant deliverables in accordance with industry standards and governing policies, including:
- National Center for State Courts
  - National Information Exchange Model
  - Justice Information Exchange Model
  - Global Reference Architecture
- Prepare project tracking and communication tools, including a weekly status update template, milestone summary, and communication plan. Project tracking and communication materials will be customized to the intended audience (*for example – monthly PMO / CIO / CCICJIS Chair updates, periodic stakeholder newsletter updates, Information Sharing Project Manager project plan updates, etc.*)
- Conduct a kickoff meeting for the leadership core team and the criminal justice information sharing advisory team (combined meeting).

**Deliverables:**

- Kickoff meeting
- Final list of agencies and systems
- List of goals
- Project tracking and communication tools
- Quality service standards

The result of this initial phase is a roadmap for successfully planning and implementing the County criminal justice information sharing initiative pilot.





## Phase 2: Plan

**Establish guiding principles.** Crowe will conduct a workshop with the project leadership team to define 3-7 guiding principles to help guide decision making for the initiative. The draft guiding principles will be reviewed, refined and confirmed with the CCICJIS team during a monthly meeting. Guiding principles will serve as the foundation for the initiative, to assist with decision making going forward.

**Develop detailed CCICJIS project plan.** Crowe will work with the stakeholders to put together a detailed project plan. The project plan will include all necessary steps to successfully standup the information sharing initiative, which includes, but is not limited to, the development of policies, procedures and supporting technology. The project plan will be summarized in Microsoft PowerPoint, and will be detailed in Microsoft Project. We will utilize our provide 4-phase methodology to drive out the details of the plan, factoring in the many initiatives in play at Cook County, with the procurement of new software solutions, including case management systems and an enterprise service bus. ***Components of the plan will include, but are not limited to the following (note: these are future activities to be defined in the plan, and are included here as examples only –these activities are not included within the scope of this proposal):***

- Information sharing requirements for each agency (needs assessment and gap analysis for each agency, as well as the enterprise)

[illegible]

- Prioritization of information sharing requirements, using heat maps (example image as a future deliverable, per the project plan)

- Conduct information sharing process modeling sessions using JIEM, to document the detailed exchange requirements
- Develop a privacy policy, to guide the implementation
- Development of the roadmap and overall implementation plan
- Design, development and architecture of the solution
- Deployment of the solution
- Creation of Policies, processes, procedures and training that will be required to support the initiative
- **Develop a governance plan.** For an initiative of this size, complexity and scope, having a formal governance plan and approach is a critical element to success. Crowe will work with the CCICJIS leadership team to draft a governance plan and approach. The draft will be shared with the criminal justice information sharing team for review and feedback. The plan will include the following components:
  - Scope and purpose
  - Initiative management approach
  - Participants, including members and roles/responsibilities (sponsors, customers, etc.)
  - Financial considerations (e.g., chargebacks)
  - Initiative repository for documents, including document maintenance
  - Issues resolution process
  - List of policies and guidelines to be developed (outside of the governance plan and this statement of work)

- **Develop initiative communications plan.** The Crowe team will develop a detailed communications plan, to assist with keeping all stakeholders apprised of initiative happenings. The Communication Plan will outline the frequency and expected communication method for all stakeholders. It may include, but is not limited to an initiative newsletter, initiative collaboration site, etc.
- **Provide subject matter expertise and best practices.** As requested, Crowe will provide subject matter expertise, consultation, and an independent assessment of technologies, products, and capabilities for the Global Standards Package (GSP), which includes GRA, NIEM and GFIPM. Crowe has designed, developed and implemented information sharing solutions utilizing GSP, and is aware of the market trends. Our assessment and consultation services will include:
  - Summary of best practices analysis on other public sector information sharing initiatives.
  - Summary of best practices related to available technologies/solutions on the market
- **Conduct training.** After the plans are drafted, the Crowe team will develop a training program to review and train CCICJIS stakeholders on the various plans developed, as well as next steps. Through training, best practices will be reviewed, and plans shared and questions answered about the information sharing initiatives. To conduct the training, the following sub-activities will be provided:
  - **Training Plan:** Crowe will create a training plan that identifies objectives, method of training, and individuals to be trained.
  - **Training Materials:** Crowe will create training materials for up to 50 individuals in 4, 2-hour training sessions. This training will be designed to educate agencies on the information sharing initiative. Crowe will need to work with the County to establish an appropriate timeline in which the data exchanges will be completed, as well as establish desired training content based on the staff intended to be trained.

Phase 2 Milestones/Deliverables:

- Establish guiding principles
- Develop detailed CCICJIS project plan.
- Develop a governance plan
- Develop an initiative communications plan
- Provide subject matter expertise and best practices
- Conduct training on the plan

**Ongoing Project Management/Initiative Oversight**

In addition to the Phases above, Crowe will perform the following activities as the CCICJIS project manager role. These activities will occur on an ongoing basis, throughout this task order:

- Manage the execution of the project plan, after developed, in Phase 2. Crowe has included 7 hours/week for our project coordinator to manage the ongoing project plan.
- Conduct weekly status meetings with initiative leadership (core team meetings)
- Hold monthly meetings with PMO, CIO
- Oversee monthly CCICJIS meetings

Crowe will leverage its proven project management methodology, detailed later in this section, to manage the ongoing activities.



[www.crowehorwath.com](http://www.crowehorwath.com)



## Timeline

As indicated in the task order, Crowe has proposed a 6-month timeline for the scope of work. We assume a June 1 start date, with project activities ending by December 1, 2015.

Phase	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
Phase 1 – Initiate						
Phase 2 – Plan						
Ongoing Project Management / Initiative Oversight						



## Project Management

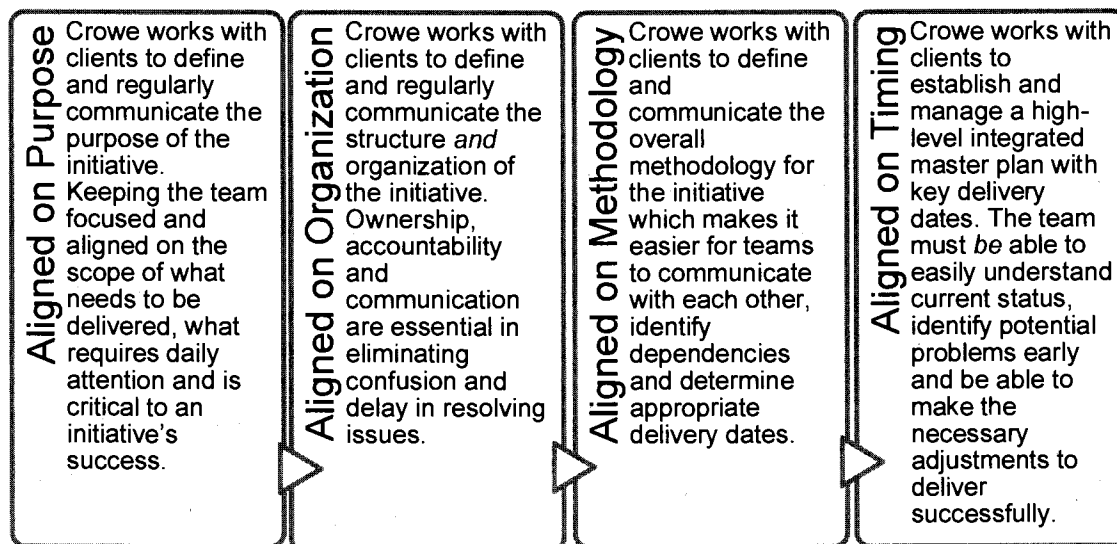
One of the critical success factors for any project is strong management and oversight. Crowe has extensive experience managing information sharing initiatives in the public sector.

Crowe understands that participation from a number of entities and/or individuals is required for the County to effectively fulfill the goals and objectives of this project. Keeping all parties aligned to deliver on a common goal is a significant challenge. In order to deliver as planned, the appropriate disciplines, structure, tools, and communication need to be in place to manage and align all work efforts. Crowe uses a standard methodology for project management, as outlined below. This methodology is aligned with the Project Management Institute's (PMI) Project Management Body of Knowledge (PMBOK®).

Crowe has been performing Project and Program Management services within both the public sector and private sector for over forty years. Crowe works collaboratively with our clients to implement a project and program management approach that keeps all parties aligned and able to deliver as planned. As a part of this collaborative approach, we integrate client resources into the process and project structure. This allows us to leverage the unique expertise that exists within each organization, develop greater buy-in from client personnel and make it significantly easier for a justice system to adopt and integrate the final solution into daily operations once the project is complete.

The following is a summary of Crowe's methodology for managing a project. Project management is a set of processes and standards used to manage work efforts with dependencies across groups, teams or activities, and keep all parties aligned to deliver on a common goal.

Throughout an initiative all parties must stay aligned on the purpose (what needs to be done), the organization (who is responsible for each activity), the methodology (how the work will be executed) and the timing (when the work will be done).



Crowe's project management methodology is broken down into five (5) stages:



**Initiate** - Defining the scope and the structure of the project

**Plan** - Establish tools, processes, standards and templates needed to support the project.

**Execute** - Execute the project, and keep all activities within the project aligned.

**Control** - Execute the necessary controls to enable the project is running effectively.

**Close** - Wrap up all necessary details from the project.

Building upon the project management methodology, here are some examples of activities and tasks.

Phase and Objective	Activities and Tasks
<b>Initiate</b> Define and confirm the scope as well as the overall structure of the project, including roles, responsibilities and communication flow. Establish an initial high-level milestone plan.	<ul style="list-style-type: none"> <li>■ Define the Project and Key Milestones</li> <li>■ Define project scope</li> <li>■ Define risks</li> <li>■ Define major milestones and due dates</li> <li>■ Define budget</li> <li>■ Define the Project Structure</li> <li>■ Review initial project charter</li> <li>■ Develop project organizational chart</li> <li>■ Review and Sign-off on the Acceptance of Deliverables</li> </ul>
<b>Plan</b> Establish tools, processes, standards and templates needed to support managing the project. Develop a detailed project plan.	<ul style="list-style-type: none"> <li>■ Establish Planning and Reporting Standards</li> <li>■ Review project planning standards</li> <li>■ Develop Detailed Project Plan</li> <li>■ Review detailed project plan</li> <li>■ Develop Processes for Execution and Control</li> <li>■ Manage scope</li> <li>■ Control quality and approve deliverables</li> <li>■ Track budget to actual</li> <li>■ Review and Sign-off on the Acceptance of Deliverables</li> </ul>
<b>Execute</b> Execute the project and manage the activities, resources, issues, risks, quality, scope and budget. Communicate regularly to all necessary parties.	<ul style="list-style-type: none"> <li>■ Monitor and Review Control Processes</li> <li>■ Scope management</li> <li>■ Budget management</li> <li>■ Quality assurance</li> <li>■ Review and Sign-off on the Acceptance of Deliverables</li> </ul>

<p><b>Control</b> Execute the necessary controls to keep the project running effectively. These controls include monitoring and managing issues, risks, resources, quality, scope and budget.</p>	<ul style="list-style-type: none"> <li>■ Monitor and Review</li> <li>■ Quality of deliverables</li> <li>■ Scope changes</li> <li>■ Budget</li> <li>■ Execute the Approval Processes</li> <li>■ Review scope changes (with possible budget changes)</li> <li>■ Request Corrective Action Where Necessary</li> <li>■ Quality or delivery issues</li> <li>■ Scope issues</li> <li>■ Budget issues</li> <li>■ Review and Sign-off on the Acceptance of Deliverables</li> </ul>
<p><b>Close</b> Wrap up all necessary details from the project. Document lessons learned in preparation for future projects.</p>	<ul style="list-style-type: none"> <li>■ Perform End of Project Quality Assurance Reviews</li> <li>■ Deliverables</li> <li>■ Budget</li> <li>■ Perform Administrative and Contractual Closure</li> <li>■ Project documentation and deliverables complete</li> <li>■ Final budget</li> <li>■ Vendor contracts</li> </ul>

Crowe will work collaboratively with the County to manage this project. As part of this collaborative approach, we will work with the County to develop and coordinate all plans, activities, timelines, milestones and deliverables, as well as provide the necessary communication to all parties. This collaboration will allow us to leverage the unique expertise that exists within the County for developing comprehensive requirements for the case management solution. Crowe will work closely with your team to develop and finalize the scope, structure and staffing for the initiative. Together we will finalize a detailed plan with key project milestones, and will ensure all individuals participating in the initiative understand their responsibilities.

#### Meetings

As a part of any engagement Crowe manages, it is customary for us to conduct an initial planning phase of the project, which includes an informal kick off meeting with the County project manager, where we will work to validate the project approach, establish the project governance structure and processes and develop a plan for this project. In these initial meetings, Crowe will review project goals, set expectations and answer questions. The goal of these activities is to begin to establish relationships with the entire project team and provide understanding about the approach for the project. The result of the initial meetings are the major project kick off meeting with the Crowe staff, any subcontractors, and all stakeholders and project team members as designated by the County. In the kick off meeting, we will review the project charter which details the project plan, project team communication approach, project team roles and responsibilities and timeline.



The Crowe project manager and select members of the team (as needed) will meet with the County each week to review progress on the project. Crowe and the County will work together to determine the appropriate participation in those meetings. Agenda items for the status meetings should include the information defined for status reports, progress to schedule, issues, and other applicable topics.

#### **Status Monitoring and Reporting**

The project status will be monitored and reported by the Crowe Project Manager. The purpose of status reporting is to keep the County informed of significant project activities. Microsoft Word will be used as the reporting format. The Crowe Project Manager will provide a status report to the County each week. The status report will include the following:

- Brief description of major accomplishments from the previous week;
- Brief description of key milestones, dates and responsibilities;
- Brief description of upcoming activities and expected goals; and
- Brief description of any concerns or issues.

#### **Quality Control Process**

Quality reviews will be carried out for each key deliverable for the project. Below is a summary of Crowe's process for ensuring the quality of project deliverables (both internal processes as well reviews with the County)

- All project deliverables are reviewed by an appropriate Project Team resource other than the author(s).
- Review feedback is provided on a timely basis (e.g. typically within 2-3 business days).
- All deliverables prepared by Crowe will be reviewed and signed-off by the appropriate County Project Team members when accepted.
- Key project deliverables are, at a minimum, reviewed by the Project Managers.

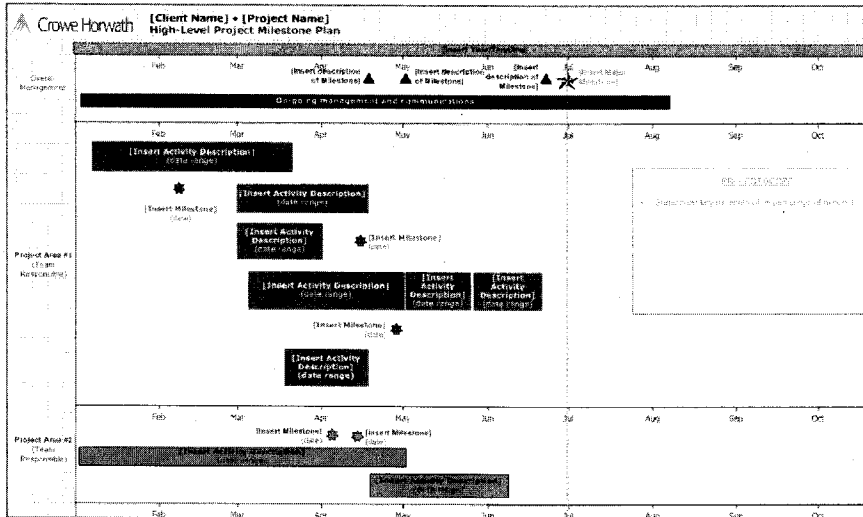
#### **Project Management Methodology Samples**

To support our project management methodology, Crowe has a complete toolkit of project management artifacts, below are some highlights. We welcome the opportunity to provide a complete overview of our tools if desired by the County.





- **High-level Milestone Plan.** The high-level milestone plan provides a one-page timeline of key activities and project milestones. Color coding is often used to differentiate key teams, processes or activities.



- **Weekly Status Report.** The weekly status report is used to communicate key accomplishments, next steps, issues, risks and misses (with corrective action). Additionally, it provides a visual reference to determine if the project is on track through the use of red light/green light/yellow light status.

[Client Name Here] • [Project Name Here]  
Weekly Status Report • Week Ending [Insert date here]

Key Milestones					
Milestone	Planned Start	Planned Finish	Actual Finish	% Complete	Status
Milestone #	00/00/00	00/00/00	00/00/00	100%	Red
Milestone #	00/00/00	00/00/00	00/00/00	100%	Yellow
Milestone #	00/00/00	00/00/00	00/00/00	100%	Green

**Accomplishments**

- Accomplishment #1
- Accomplishment #2
- Accomplishment #3
- Accomplishment #4 (etc.)...

**Misses (with Corrective Action)**

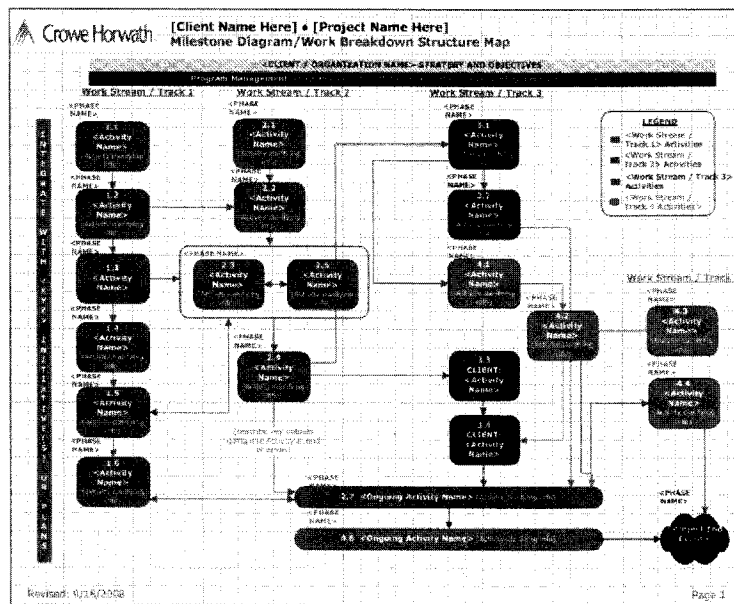
- Miss #1
- Miss #2
- Miss #3
- Miss #4 (etc.)...



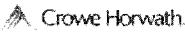
- **Milestone/Deliverable Status.** The milestone/deliverable status is a weekly companion to the status report, used to track the project's milestones and deliverables. Additionally, it provides a visual reference to determine if the milestone is on track through the use of red light/green light/yellow light status.

Milestones / Deliverables		Original Planned Start	Revised Complete	Actual Complete	Status*	G/Y/R	Notes/Issues
<b>Project Area 1</b>							
1	Milestone 1	1/4/2007	5/19/2007		At Risk		1
2	Milestone 2	1/10/2007	6/2/2007		On Track		
3	Milestone 3	1/10/2007	6/2/2007		On Track		
4	Milestone 4	1/10/2007	7/21/2007		At Risk		2
5	Milestone 5	1/4/2007	7/31/2007		On Track		
6	Milestone 6	3/1/2007	8/15/2007		Delayed	Red	3
<b>Project Area 2</b>							
7	Milestone 1	1/4/2007	5/19/2007		On Track		
8	Milestone 2	1/10/2007	6/2/2007		On Track		
9	Milestone 3	1/10/2007	6/2/2007		On Track		
10	Milestone 4	1/10/2007	7/21/2007		At Risk		4
11	Milestone 5	1/4/2007	7/31/2007		On Track		

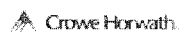
- **Work Breakdown Structure.** The work breakdown structure is a one-page overview of the activities and deliverables, and how they related to each other by activity and team member.



- **Issues Tracking.** The issues tracking log tracks project issues, including the status, issue owner, and the resolution.


 <span style="float: right;">[Client Name] • [Project Name] Issues Tracking</span>												
ID	Status	Status	Title	Issue Description	Priority	Log Date	Identified By	Owner	Due Date	Follow-up/Status Notes	Resolution	
1	Not	Open			High							
2		Closed										
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												

- **Risk Tracking.** The risk tracking log tracks project risks, including the risk level, risk owner, and the mitigation approach.

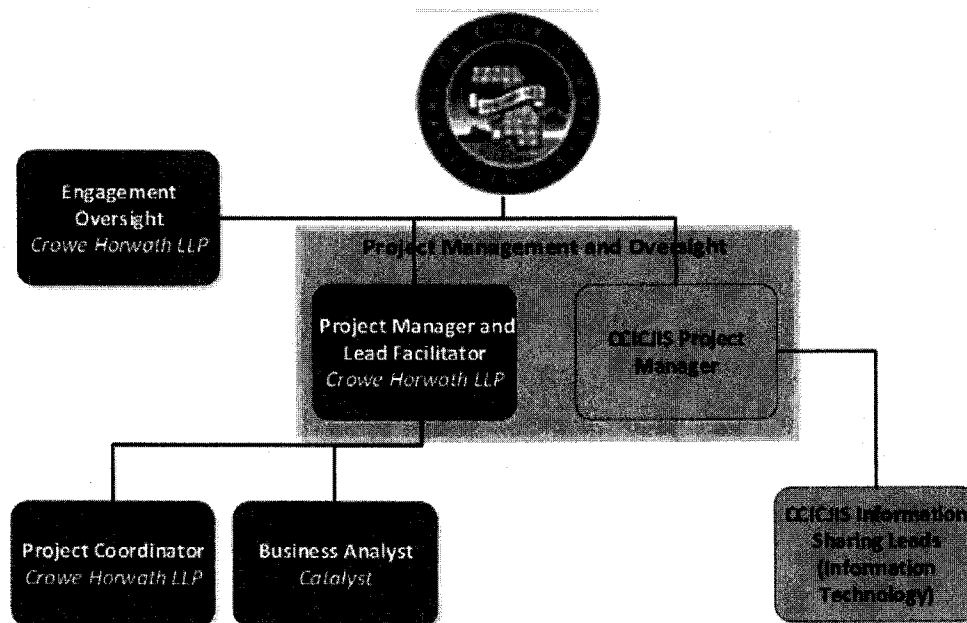
 <span style="float: right;">[ClientName] • [ProjectName] Risk Tracking</span>									
ID	Log Date	Level	Status	Identified By	Owner	Risk Description	Risk Mitigation Approach	Additional Notes	Last Updated
1		High	Open						
2		High							
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
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15									
16									
17									
18									
19									
20									



■ **Change Order/Control Template.** The change order/control template is presented below.

		[client name] [project name] - Change Order	
<b>Contract #</b>		<b>Contract Name:</b>	
<b>Request #:</b>	<b>Request Priority:</b> <input type="checkbox"/> Urgent <input type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Low	<b>Request Date:</b>	
<b>Requestor</b>			
<b>Description of Requested Change:</b>			
<b>Justification:</b>			
<b>Impact Assessment (to be completed by project manager)</b>			
<b>Overall Impact on Project:</b> <input type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Low			
<b>Description of Overall Impact to Project:</b>			
<b>Specific Impact on Deliverables (if applicable):</b>			
<b>Specific Impact on Budget:</b>			
<b>Specific Impact on Schedule (if applicable):</b>			
<b>Specific Impact on Staffing (if applicable):</b>			
<b>Specific Impact on Client's Resources (if applicable):</b>			
<b>Specific Impact on Client's Business (if applicable):</b>			
<b>Impact to other Client Projects (if applicable):</b>			
<b>Authorization</b>			
<b>Recommendation:</b> <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> Request Additional Information			
<b>Additional Information Needed (if applicable):</b>			
<b>Recommended Priority (if Approved):</b> <input type="checkbox"/> Urgent <input type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Low			
<b>Name, Role</b>	<b>Signature</b>	<b>Date</b>	<b>Recommendation</b>
			<input type="checkbox"/> Approved <input type="checkbox"/> Denied
			<input type="checkbox"/> Approved <input type="checkbox"/> Denied





Team Member & Title	Role	Responsibility	Field of Expertise
<b>Bob Dobis, CPA, Partner</b> <i>and</i> <b>Alicia Antonetti-Tricker, PMP</b>	Engagement Oversight	<ul style="list-style-type: none"> <li>■ Oversee Crowe's project team</li> <li>■ Assure client satisfaction and program success</li> <li>■ Communicate with project executive committee to oversee client satisfaction and success</li> </ul>	<p><b>Bob</b> is the Partner in Charge of the Government Advisory practice at Crowe, with over 25 years of consulting experience. He specializes in justice &amp; public safety consulting for state and local governments, and was the partner in charge of the Indiana Department of Homeland Security Data Exchange project, as well as the partner in charge of the Marion County Data Exchange project.</p> <p><b>Alicia</b> is the Justice &amp; Public Safety Practice leader, with over 15 years working within and consulting to state and local government organizations, specializing in data exchange / information sharing in the criminal justice &amp; public safety industry. Alicia is a Certified Project Management Professional (PMP) and led the Indiana Department of Homeland Security Data Exchange project, and also the Marion County Data Exchange project. Alicia has served on IJIS Institute national committees, and has contributed to national publications.</p>



Team Member & Title	Role	Responsibility	Field of Expertise
<p>Candidates (only one person):</p> <ul style="list-style-type: none"> <li>■ <b>Susannah Heitger, PMP</b></li> <li>■ <b>Nicole Sims, PMP</b></li> <li>■ <b>Ryan Dunn, CAPM</b></li> </ul>	Project Manager and Lead Analyst	<ul style="list-style-type: none"> <li>■ Manage the overall engagement, working with Cook County team and all stakeholders focusing on project scope, issues, risk, time, people, cost, quality and deliverables</li> <li>■ Maintain the master project plan</li> <li>■ Oversee the creation of all deliverables</li> <li>■ Advise the Cook County team on planning approaches</li> <li>■ Lead team through collaborative approach</li> <li>■ Provide overall guidance and direction to the project team</li> </ul>	<p><b>Susannah</b> has over 13 years of professional experience working within and consulting to the public sector across a variety of business and technology efforts. She is an experienced PMP-certified project manager and SME in the justice &amp; public safety practice, and has worked with a variety of agencies across City of Chicago, Cook County, and large municipalities throughout Cook County. She most recently managed a comprehensive needs analysis with the Clerk of the Circuit Court of Cook County to prepare for implementing a new Case Management System to be used across the organization and with its partner agencies.</p> <p><b>Nicole</b> has over 16 years of professional experience in the public sector, with deep subject matter expertise in the Clerk of the Circuit Court operations, processes, and technologies. She is an experienced PMP-certified project manager who has led several large technology implementations in a variety of technologies, and helped manage the Indiana Department of Homeland Security Data Exchange project.</p> <p><b>Ryan</b> is an experienced CAPM-certified project manager with nearly 10 years of experience on both the consulting side and also working within large governmental agencies, specializing in data interoperability. Ryan has worked with the Indiana Department of Homeland Security, Indiana Public Defender Commission, and State of Indiana Integrated Public Safety Commission on various technology projects and data exchange initiatives.</p>
Business Analyst (TBD)	Business Analyst	<ul style="list-style-type: none"> <li>■ Support Project Manager</li> <li>■ Co-Facilitate stakeholder meetings and requirements gathering sessions</li> <li>■ Oversee maintenance of library of project documentation</li> <li>■ Prepare all deliverables</li> <li>■ Document meetings and interviews</li> <li>■ Conduct best practices research</li> <li>■ Assist in preparation of deliverables</li> </ul>	<p><i>This role is TBD depending on project start date. Crowe's Government Advisory practice includes many potential Business Analysts that have subject matter expertise in the public sector and criminal justice agencies.</i></p>



Team Member & Title	Role	Responsibility	Field of Expertise
Timothy Smith and/or Laura Batson	Business Analyst	<ul style="list-style-type: none"> <li>■ Support Project Manager</li> <li>■ Support creation of plans</li> <li>■ Lead the creation of training plan</li> <li>■ Lead the creation of training materials</li> </ul>	<p><b>Tim</b> has over 15 years of process, project management, and technical consulting experience in both public and private sectors and is an accomplished technologist who has spent many years "in the trenches" conducting hands-on technical engagements. Tim has worked with Cook County and City of Chicago extensively on building many of its systems in use today, including data sharing portals such as the Property Tax system. Tim also worked with Crowe on the Clerk of the Circuit Court Case Management System Needs Analysis project.</p> <p><b>Laura</b> possesses extensive experience in Training and Development, including design, development, and facilitation of training programs and organizational communications. She possesses extensive experience in development and organizational communications, and has public sector experience locally in Cook County.</p>



## 6. Cost Proposal

As requested, we have provided our cost proposal by project phase, on a time and material basis. We have proposed a blended rate for the Crowe team, and a separate rate structure for our partners from Catalyst.

### Phase 1 - Initiate

Key Personnel (name & title)	Est Hours (a)	*Loaded Hourly Rate (b)	Totals (a) * (b)
<b>Engagement Oversight</b> (Candidates: Bob Dobis/Alicia Antonetti-Tricker)	6	\$300	\$1,800
<b>Project Management</b> (Candidates: Susannah Heitger/Nicole Sims/Ryan Dunn)	22	\$210	\$4,620
<b>Project Coordinator – Business Analyst</b> role (Crowe TBD)	22	\$125	\$2,750
<b>Business Analyst</b> (Catalyst and M/WBE)	2	\$130	\$260
<b>Phase Subtotal =</b>			<b>\$9,430</b>

### Phase 2 - Plan

Key Personnel (name & title)	Est Hours (a)	*Loaded Hourly Rate (b)	Totals (a) * (b)
<b>Engagement Oversight</b> (Candidates: Bob Dobis/Alicia Antonetti-Tricker)	9	\$300	\$2,700
<b>Project Management</b> (Candidates: Susannah Heitger/Nicole Sims/Ryan Dunn)	44	\$210	\$9,240
<b>Project Coordinator – Business Analyst</b> (Crowe TBD)	116	\$125	\$14,500
<b>Business Analyst</b> (Catalyst and M/WBE)	134	\$130	\$17,420
<b>Phase Subtotal =</b>			<b>\$43,860</b>





### Ongoing Management/Oversight

Key Personnel (name & title)	Est Hours (a)	*Loaded Hourly Rate (b)	Totals (a) * (b)
<b>Engagement Oversight</b> (Candidates: Bob Dobis/Alicia Antonetti-Tricker)	10	\$300	\$3,000
<b>Project Management</b> (Candidates: Susannah Heitger/Nicole Sims/Ryan Dunn)	52	\$210	\$10,920
<b>Project Coordinator</b> (Crowe TBD)	260	\$125	\$32,500
<b>Business Analyst</b> (Catalyst and M/WBE)	0	\$130	\$0
Phase Subtotal =			<b>\$46,420</b>

### Project Totals:

Key Personnel (name & title)	Est Hours (a)	*Loaded Hourly Rate (b)	Totals (a) * (b)
<b>Engagement Oversight</b> (Candidates: Bob Dobis/Alicia Antonetti-Tricker)	25	\$300	\$7,500
<b>Project Management</b> (Candidates: Susannah Heitger/Nicole Sims/Ryan Dunn)	118	\$210	\$24,780
<b>Project Coordinator</b> (Crowe TBD)	398	\$125	\$49,750
<b>Business Analyst</b> (Catalyst and M/WBE)	136	\$130	\$17,680
Phase Subtotal =			<b>\$99,710</b>

### Cost Assumptions:

Our proposal contains a number of assumptions in our scope of work. In addition, our pricing is based on the following assumptions:

- **Cook County Responsibilities:** Cook County will be responsible for completing all assigned activities by established project deadlines.
- **Deliverables:** Cook County will have 5 business days to review project deliverables unless otherwise agreed upon. This includes the comment period and for final versions. Each phase of the project will require formal signoff and acceptance by the Cook County.
- **Implementation Services:** information sharing implementation services are outside the scope of this proposal.
- **Data Sharing Requirements:** the definition of specific data sharing requirements is not included in the proposal.



## EXHIBIT 2

### Minority and Women Owned Business Enterprise Commitment

**I.**

**POLICY AND GOALS**

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County Contracts and to eliminate arbitrary barriers for participation in such Contracts by local businesses certified as a Minority Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) as both prime and sub-contractors. 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 annual goals for MBE and WBE participation as outlined below:

Contract Type	Goals	
	MBE	WBE
Goods and Services	25%	10%
Construction	24%	10%
Professional Services	35% Overall	

- B. **The County shall set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in this solicitation document. The MBE/WBE participation goals for this Agreement is 17.5%.** A Bid, Quotation, or Proposal shall be rejected if the County determines that it fails to comply with this General Condition in any way, including but not limited to: (i) failing to state an enforceable commitment to achieve for this contract the identified MBE/WBE Contract goals; or (ii) failing to include a Petition for Reduction/Waiver, which states that the goals for MBE/WBE participation are not attainable despite the Bidder or Proposer Good Faith Efforts, and explains why. If a Bid, Quotation, or Proposal is rejected, then a new Bid, Quotation, or Proposal may be solicited if the public interest is served thereby.
- C. To the extent that a Bid, Quotation, or Proposal includes a Petition for Reduction/Waiver that is approved by the Office of Contract Compliance, the Contract specific MBE and WBE participation goals may be achieved by the proposed Bidder or Proposer's status as an MBE or WBE; by the Bidder or Proposer's enforceable joint-venture agreement with one or more MBEs and/or WBEs; by the Bidder or Proposer entering into one or more enforceable subcontracting agreements with one or more MBE and WBE; by the Bidder or Proposer establishing and carrying out an enforceable mentor/protégé agreement with one or more MBE and WBE; by the Bidder or Proposer actively engaging the Indirect Participation of one or more MBE and WBE in other aspects of its business; or by any combination of the foregoing, so long as the Utilization Plan evidences a commitment to meet the MBE and WBE Contract goals set forth in (B) above, as approved by the Office of Contract Compliance.
- D. A single Person, as defined in the Procurement Code, may not be utilized as both an MBE and a WBE on the same Contract, whether as a Consultant, Subcontractor or supplier.
- E. Unless specifically waived in the Bid or Proposal Documents, this Exhibit; the Ordinance; and the policies and procedures promulgated thereunder shall govern. If there is a conflict

between this Exhibit and the Ordinance or the policies and procedures, the Ordinance shall control.

- F. A Consultant's failure to carry out its commitment regarding MBE and WBE participation in the course of the Contract's performance may constitute a material breach of the Contract. If such breach is not appropriately cured, it may result in withholding of payments under the Contract, contractual penalties, disqualification and any other remedy provided for in Division 4 of the Procurement Code at law or in equity.

## **II. REQUIRED BID OR PROPOSAL SUBMITTALS**

A Bidder or Proposer shall document its commitment to meeting the Contract specific MBE and WBE participation goals by submitting a Utilization Plan with the Bid or Proposal. The Utilization Plan shall include (1) one or more Letter(s) of Intent from the relevant MBE and WBE firms; and (2) current Letters of Certification as an MBE or WBE. Alternatively, the Bidder or Proposer shall submit (1) a written Petition for Reduction/Waiver with the Bid, Quotation or Proposal, which documents its preceding Good Faith Efforts and an explanation of its inability to meet the goals for MBE and WBE participation. The Utilization Plan shall be submitted at the time that the bid or proposal is due. **Failure to include a Utilization Plan will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

### **A. MBE/WBE Utilization Plan**

Each Bid or Proposal shall include a complete Utilization Plan, as set forth on Form 1 of the M/WBE Compliance Forms. The Utilization Plan shall include the name(s), mailing address, email address, and telephone number of the principal contact person of the relevant MBE and WBE firms. If the Bidder or Proposer submits a Bid or Proposal, and any of their subconsultants, suppliers or consultants, are certified MBE or WBE firms, they shall be identified as an MBE or WBE within the Utilization Plan.

#### **1. Letter(s) of Intent**

Except as set forth below, a Bid or Proposal shall include, as part of the Utilization Plan, one or more Letter(s) of Intent, as set forth on Form 2 of the M/WBE Compliance Forms, executed by each MBE and WBE and the Bidder or Proposer. The Letter(s) of Intent will be used to confirm that each MBE and WBE shall perform work as a Subcontractor, supplier, joint venture, or consultant on the Contract. Each Letter of Intent shall indicate whether and the degree to which the MBE or WBE will provide goods or services directly or indirectly during the term of the Contract. The box for direct participation shall be marked if the proposed MBE or WBE will provide goods or services directly related to the scope of the Contract. The box for Indirect participation shall be marked if the proposed MBE or WBE will not be directly involved in the Contract but will be utilized by the Bidder or Proposer for other services not related to the Contract. Indirect Participation shall not be counted toward the participation goal. Each Letter of Intent shall accurately detail the work to be performed by the relevant MBE or WBE firm, the agreed dollar amount, the percentage of work, and the terms of payment.

**Failure to include Letter(s) of Intent will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

All Bids and Proposals must conform to the commitments made in the corresponding Letter(s) of Intent, as may be amended through change orders.

The Contract Compliance Director may at any time request supplemental information regarding Letter(s) of Intent, and such information shall be furnished if the corresponding Bid or Proposal is to be deemed responsive.

**2. Letter(s) of Certification**

Only current Letter(s) of Certification from one of the following entities may be accepted as proof of certification for MBE/WBE status, provided that Cook County's requirements for certification are met:

- County of Cook
- City of Chicago

Persons that are currently certified by the City of Chicago in any area other than Construction/Public Works shall also complete and submit a MBE/WBE Reciprocal Certification Affidavit along with a current letter of certification from the City of Chicago. This Affidavit form can be downloaded from [www.cookcountyil.gov/contractcompliance](http://www.cookcountyil.gov/contractcompliance).

The Contract Compliance Director may reject the certification of any MBE or WBE on the ground that it does not meet the requirements of the Ordinance, or the policies and rules promulgated thereunder.

**3. Joint Venture Affidavit**

In the event a Bid or Proposal achieves MBE and/or WBE participation through a Joint Venture, the Bid or Proposal shall include the required Joint Venture Affidavit, which can be downloaded from [www.cookcountyil.gov/contractcompliance](http://www.cookcountyil.gov/contractcompliance). The Joint Venture Affidavit shall be submitted with the Bid or Proposal, along with current Letter(s) of Certification.

**B. Petition for Reduction/Waiver**

In the event a Bid or Proposal does not meet the Contract specific goals for MBE and WBE participation, the Bid or Proposal shall include a Petition for Reduction/Waiver, as set forth on Form 3. The Petition for Reduction/Waiver shall be supported by sufficient evidence and documentation to demonstrate the Bidder or Proposer's Good Faith Efforts in attempting to achieve the applicable MBE and WBE goals, and its inability to do so despite its Good Faith Efforts.

**Failure to include Petition for Reduction/Waiver will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

### **III. REDUCTION/WAIVER OF MBE/WBE GOALS**

#### **A. Granting or Denying a Reduction/Waiver Request.**

1. The adequacy of the Good Faith Efforts to utilize MBE and WBE firms in a Bid or Proposal will be evaluated by the CCD under such conditions as are set forth in the Ordinance, the policies and rules promulgated thereunder, and in the "Petition for Reduction/Waiver of MBE/WBE Participation Goals" – Form 3 of the M/WBE Compliance Forms.
2. With respect to a Petition for Reduction/Waiver, the sufficiency or insufficiency of a Bidder or Proposer's Good Faith Efforts shall be evaluated by the CCD as of the date upon which the corresponding Bid or Proposal was due.
3. The Contract Compliance Director or his or her duly authorized Waiver Committee may grant or deny the Petition for Reduction/Waiver based upon factors including but not limited to: (a) whether sufficient qualified MBE and WBE firms are unavailable despite good faith efforts on the part of the Bidder or Proposer; (b) the degree to which specifications and the reasonable and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract into sufficiently small tasks or quantities so as to enable the Bidder or Proposer to utilize MBE and WBE firms in accordance with the applicable goals; (c) the degree to which the prices or prices required by any potential MBE or WBE are more than 10% above competitive levels; and (d) such other factors as are determined relevant by the Contract Compliance Director or the duly authorized Waiver Committee.
4. If the Contract Compliance Director or the duly authorized Waiver Committee determines that the Bidder or Proposer has not demonstrated sufficient Good Faith Efforts to meet the applicable MBE and WBE goals, the Contract Compliance Director or the duly authorized Waiver Committee may deny a Petition for Reduction/Waiver, declare the Bid or Proposal non-responsive, and recommend rejection of the Bid, Quotation, or Proposal.

### **IV. CHANGES IN CONSULTANT'S UTILIZATION PLAN**

- A. A Consultant, during its performance of the Contract, may not change the original MBE or WBE commitments specified in the relevant Utilization Plan, including but not limited to, terminating a MBE or WBE Contract, reducing the scope of the work to be performed by a MBE/WBE, or decreasing the price to a MBE/WBE, except as otherwise provided by the Ordinance and according to the policies and procedures promulgated thereunder.

- B. Where a Person listed under the Contract was previously considered to be a MBE or WBE but is later found not to be, or work is found not to be creditable toward the MBE or WBE goals as stated in the Utilization Plan, the Consultant shall seek to discharge the disqualified enterprise, upon proper written notification to the Contract Compliance Director, and make every effort to identify and engage a qualified MBE or WBE as its replacement. Failure to obtain an MBE or WBE replacement within 30 business days of the Contract Compliance Director's written approval of the removal of a purported MBE or WBE may result in the termination of the Contract or the imposition of such remedy authorized by the Ordinance, unless a written Petition for Reduction/Waiver is granted allowing the Consultant to award the work to a Person that is not certified as an MBE or WBE.

#### **V. NON-COMPLIANCE**

If the CCD determines that the Consultant has failed to comply with its contractual commitments or any portion of the Ordinance, the policies and procedures promulgated thereunder, or this Exhibit, the Contract Compliance Director shall notify the Consultant of such determination and may take any and all appropriate actions as set forth in the Ordinance or the policies and procedures promulgated thereunder which includes but is not limited to disqualification, penalties, withholding of payments or other remedies in law or equity.

#### **VI. REPORTING/RECORD-KEEPING REQUIREMENTS**

The Consultant shall comply with the reporting and record-keeping requirements in the manner and time established by the Ordinance, the policies and procedure promulgated thereunder, and the Contract Compliance Director. Failure to comply with such reporting and record-keeping requirements may result in a declaration of Contract default. Upon award of a Contract, a Consultant shall acquire and utilize all Cook County reporting and record-keeping forms and methods which are made available by the Office of Contract Compliance. MBE and WBE firms shall be required to verify payments made by and received from the prime Consultant.

#### **VII. EQUAL EMPLOYMENT OPPORTUNITY**

Compliance with MBE and WBE requirements will not diminish or supplant other legal Equal Employment Opportunity and Civil Rights requirements that relate to Consultant and Subcontractor obligations.

Any questions regarding this section should be directed to:

Contract Compliance Director

Cook County

118 North Clark Street, Room 1020

Chicago, Illinois 60602

(312) 603-5502

## EXHIBIT 3

### Evidence of Insurance





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/3/2015

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

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

<b>PRODUCER</b> HUB International Midwest Limited 55 East Jackson Boulevard Chicago IL 60604	<b>CONTACT NAME:</b> Bekah Woodward	
	<b>PHONE (A/C, No, Ext):</b> 312-279-4610 <b>FAX (A/C, No):</b>	
	<b>E-MAIL ADDRESS:</b> rebekah.woodward@hubinternational.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A :</b> Hartford Underwriters Insurance Com	30104
	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**INSURED**  
CROWCHIZ  
Crowe Horwath LLP  
Attn: Cathy Raven  
320 East Jefferson Blvd  
South Bend IN 46601

**COVERAGES** **CERTIFICATE NUMBER: 844178304** **REVISION NUMBER:**

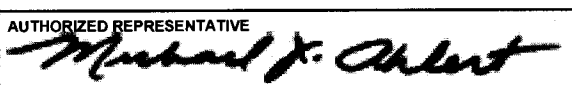
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			83UUNAR9509	4/1/2015	4/1/2016	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			83UUNAR9509	4/1/2015	4/1/2016	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"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			83RHUAR9168	4/1/2015	4/1/2016	EACH OCCURRENCE \$10,000,000 AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	83WBBQ4928	4/1/2015	4/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

RE: Task Order Proposal in reference to City of Chicago Specification No. 66760 Category 5  
Task Order No. 1423-14250: Data Exchange Project Manager For Cook County Integrated Criminal Justice System

Cook County, its officials, employees and agents are Additional Insured in accordance with the following: General Liability coverage form HG0001 0605, General Liability Coverage Form - Additional Insured When Required By Written Contract, Written Agreement or Permit. This form includes Primary and Non-Contributory if Required by Contract. Automobile Liability coverage form HA9916 0312, Commercial See Attached...

<b>CERTIFICATE HOLDER</b>  Cook County 118 N. Clark Street, Room 1018 Chicago IL 60602	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY HUB International Midwest Limited		NAMED INSURED Crowe Horwath LLP Attn: Cathy Raven 320 East Jefferson Blvd South Bend IN 46601	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS****THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER: 25      FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Automobile Broad Form Endt-Additional Insured If Required By Contract. This form includes Primary and Non-Contributory if Required by Contract.

Waiver of Subrogation applies in favor of the certificate holder as follows: .General Liability form HG0001 0605, General Liability Coverage Form, Waiver of Our Right of Recovery- Waiver of Subrogation. .Automobile Liability form HA9916 0312, Commercial Automobile Broad Form Endt, Waiver of Subrogation. .Workers' Compensation and Employers' Liability form WC000313, Waiver of Our Right to Recover from Others.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/18/15

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

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

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. 199 Water Street, 9th Floor New York, N.Y. 10038	<b>CONTACT NAME:</b>	<b>FAX (A/C, No):</b>	
	<b>PHONE (A/C, No, Ext):</b>	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> Crowe Horwath LLP 330 East Jefferson Blvd South Bend, IN 46624	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Swiss Re International SE		
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Indemnity Insurance			MH89956.3	25-Aug-14	25-Aug-15	Not less than US\$1,000,000 any one claim and in all, including costs, charges and expenses.

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

<b>CERTIFICATE HOLDER</b> Cook County 118 N Clark Street, Room 1018 Chicago, IL 60602	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc.</i>
--	--

**EXHIBIT 4**

**Identification of Subcontractor/Supplier/Subconsultant Form**

CONTRACT NO.

**Cook County**  
**Office of the Chief Procurement Officer**  
**Identification of Subcontractor/Supplier/Subconsultant Form**

<b>OCPO ONLY:</b> <input type="radio"/> Disqualification <input type="radio"/> Check Complete
---

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: Task Order No. 1423-14250	Date: August 20, 2015
Total Bid or Proposal Amount: \$99,710	Contract Title: Data Exchange Project Manager
Contractor: Crowe Horwath LLP	Subcontractor/Supplier/ Subconsultant to be added or substitute: Catalyst Consulting Group, Inc.
Authorized Contact for Contractor: Robert S. Dobis	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Tim Smith
Email Address (Contractor): bob.dobis@crowehorwath.com	Email Address (Subcontractor): tim.smith@catconsult.com
Company Address (Contractor): 225 West Wacker Drive Suite 2600	Company Address (Subcontractor): 211 W. Wacker, Suite 450
City, State and Zip (Contractor): Chicago, Illinois 60606	City, State and Zip (Subcontractor): Chicago, Illinois 60606
Telephone and Fax (Contractor): 312.899.5499   312.899.5300	Telephone and Fax (Subcontractor): 312.920.0550   NA
Estimated Start and Completion Dates (Contractor): 9/1/2015 - 1/31/2016	Estimated Start and Completion Dates (Subcontractor): 9/1/2015 - 1/31/2016

**Note:** Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Business Analyst	\$17,680

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor Crowe Horwath LLP

Name Robert S. Dobis, Partner

Title 

Prime Contractor Signature

August 20, 2015

Date

## EXHIBIT 5

### Federal Clauses

**SEPCIAL CONDITION: FEDERAL CLAUSES**

The following provisions apply to all Contracts which are funded in whole or in part with federal funds.

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

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

2. False or Fraudulent Statements and Claims

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

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

3. Federal Interest in Patents

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

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

4. Federal Interest in Data and Copyrights

(a) Definition. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.

- (b) Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.
- (c) Federal Rights in Data and Copyrights. In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.
  - (1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and
  - (2) Any rights of copyright which the Contractor purchases ownership with Federal assistance.
- (d) Special Federal Rights for Planning Research and Development Projects. When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.
- (e) Hold Harmless. Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.
- (f) Restrictions on Access to Patent Rights. Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.
- (g) Application on Materials Incorporated into Project. The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

5. Records and Audits

Contractor will deliver or cause to be delivered all documents (including but not limited to all Deliverables and supporting data, records, graphs, charts and notes) prepared by or for the County under the terms of this Agreement to the County promptly in accordance with the time limits prescribed in this Contract, and if no time limit is specified, then upon reasonable demand therefor or upon termination or completion of the Services



hereunder. In the event of the failure by the Contractor to make such delivery, then and in that event, the Contractor will pay to County reasonable damages the County may sustain by reason thereof.

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

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

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

6. Environmental Requirements

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

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

- (a) Environmental Protection. The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.
- (b) Air Quality. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

- (c) Clean Water. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (d) List of Violating Facilities. The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities ("List"), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.
- (e) Preference for Recycled Products. To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Contractor agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

7. No Exclusionary or Discriminatory Specifications

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

8. Cargo Preference - Use of United States Flag Vessels

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

9. Fly America

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

10. No Federal Government Obligations to Third Parties

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

11. Allowable Costs

Notwithstanding any compensation provision to the contrary, the Contractor's compensation under this Contract will be limited to those amounts which are allowable and allocable to the Contract in accordance

with OMB Circular A-87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Contractor has received payment in excess of such amounts, the County may offset such excess payments against any future payments due to the Contractor and, if no future payments are due or if future payments are less than such excess, the Contractor will promptly refund the amount of the excess payments to the County.

12. Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

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

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

Further, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. Contractor may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Contractor will provide immediate written notice to the County if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision.

The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

13. Contract Work Hours and Safety Standards Act

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

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

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

14. Veteran's Preference

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

15. Copyright Ownership

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

To the extent that any Deliverable does not qualify as a "work made for hire," Consultant irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the County, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the County under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will execute all documents and perform all acts that the County may reasonably request in order to assist the County in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the County.

Consultant warrants to County, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned any copyrights nor granted any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants and represents that the Deliverables are complete and comprehensive, and the Deliverables are a work of original authorship.

16. Accessibility Compliance

If this Agreement involves design for construction, the Consultant warrants that all design documents produced or utilized under this Agreement and all construction or alterations undertaken under this Agreement will comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and all regulations promulgated thereunder, see Illinois Administrative Code, Title 71, Chapter 1, Section 400.110. If the above standards are inconsistent, the Consultant must comply with the standard providing the greatest accessibility. Also, the Consultant must, prior to construction,

review the plans and specifications to insure compliance with the above referenced standards. If the Consultant fails to comply with the foregoing standards, the Consultant must perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure.

17. Visual Rights Act Waiver

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

18. Equal Employment Opportunity

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

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

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

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

When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

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

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

22. Rights to Inventions Made Under a Contract or Agreement

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

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

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

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

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

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

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

## EXHIBIT 6

### Certification for Consulting or Auditing Services

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

This Certification is made and required pursuant to Section 34-193 of the Procurement Code, and must be completed by any Contractor providing Consulting or Auditing Services for Cook County or Elected Officials. For purposes of this Certification, the following definitions shall apply:

**"Auditing"** means the formal examination of accounting records or financial statements for compliance with financial accounting standards applicable to governmental entities, which functions are generally exclusively performed or supervised by Persons licensed and authorized to do business as public accounts in the State. Auditing shall also include any independent reports and management recommendations derived or resulting from the performance of auditing services and which reports and recommendations are included within the scope of the Contract for Auditing Services.

**"Consulting"** means the rendering of analysis and advice requiring specialized expertise in a particular subject area or field. Such expertise may have been gained by education or experience in the area or field. Consulting expressly excludes auditing services.

**"Elected Official"** means the President and Commissioners of the Cook County Board, Assessor, Board of Review, Chief Judge, Clerk of the Circuit Court, County Clerk, Recorder of Deeds, Sheriff, State's Attorney, Treasurer and any other elected official included in the Cook County Appropriations Ordinance.

**"County"** shall mean the offices which are administered by the President of the County Board.

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

**SECTION 1: CONTRACTOR'S INFORMATION**

COMPANY NAME: Crowe Horwath LLP

ADDRESS: 225 West Wacker Drive, Suite 2600 Chicago, Illinois 60606

TELEPHONE: 312.899.7000

CONTACT NAME: Robert S. Dobis, Partner

CONTACT EMAIL: bob.dobis@crowehorwath.com

**SECTION 2: AFFILIATE INFORMATION**

If the Contractor has any "Affiliates" please provide the names, addresses and telephone numbers of each Affiliate below. For purposes of this Certification "Affiliates" shall mean any Person that directly or indirectly through one or more intermediaries Controls, is Controlled by, or is under Control with the Person specified. "Control" shall mean a Person that has the power to directly or indirectly affect the management or the policies of the other through ownership of voting securities or voting rights, by contract or otherwise. "Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

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Please see listing on the following page.

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Affiliate Name & Address	Tel. #	Top Executive's Name(s)	Type of Relationship
Crowe Chizek LLP, 330 E. Jefferson Blvd., P.O. Box 7, South Bend, IN 46624; EIN 26-4183994	630-574-1604	Jim Powers	O*
Crowe Group Properties LLC, 330 E. Jefferson Blvd., P.O. Box 7, South Bend, IN 46624; EIN 20-2032390	630-574-7878	Jim Powers	S
Crowe Insurance Company LLC, 76 St. Paul Street, Suite 500, Burlington, VT 05401; EIN 35-0921680	630-574-7878	Fred Bauders	S
Crowe IP Holdings I LLC, One Mid America Plaza, Suite 700, Oak Brook, IL 60181	630-586-5200	Jacob Chacko	S**
Xpire LLC, 330 Jefferson Blvd., South Bend, IN 46601	N/A	N/A	S**
Crowe Horwath IT Services Private Limited, 1105 Embassy Centre, Nariman Point, Mumbai - 400021, Maharashtra, India	(+1) 91 22 6631 1480	Biju Ramakrishna Pillai & Raviraj Manjappa Jathan	S
Crowe Horwath Global Risk Consulting, Hudson House, 8 Tavistock Street, London, WC2E 7PP	317-708-2699	Steve Strammello	JV
CHAN Healthcare LLC, 231 South Berniston Ave., Suite 300, Clayton, MO 63105	314-802-2000	Sarah Cole	S

\*Crowe Horwath LLP does not own Crowe Chizek LLP; partners who own Crowe Horwath LLP also own Crowe Chizek LLP

\*\*company no longer "Active", but company's name remains registered in IL/ANWV to keep name alive

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**SECTION 3: CONTRACT INFORMATION**

- a. This Certification relates to the following Contract: Contract No. 1423-14250
- b. The Contractor is providing the following type of Services: ☐ Auditing or ☒ Consulting
- c. The Contractor is providing the Services under the Contract for the following Cook County Business Unit or Elected Official:  
Cook County Clerk of the Circuit Court
- d. Is the Contractor or its Affiliates, if any, providing Consulting or Auditing Services, either directly, or as a subcontractor to the County or Elected Official under any other Contracts? ☐ Yes or ☒ No.  
If yes, please state the other Contract Number(s) and the Nature of Services.

1328-12928 - Case Management System Needs Analysis

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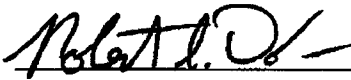
**THE CONTRACTOR ACKNOWLEDGES, UNDERSTANDS AND AGREES AS FOLLOWS:**

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

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

The County shall not enter into any Contract for Consulting Services on behalf of any Elected Official, nor shall it consent to a subcontract for such Consulting Services on behalf of an Elected Official with any Person, if such Person, or any Affiliate of such Person, has a Contract or subcontract to provide Auditing Services for the Elected Official.

- b. The Contractor's Services under the Contract shall not violate Section 34-193 of the Procurement Code.
- c. The information provided herein is a material inducement to the CPO's execution of the Contract, and the CPO may rely on the information provided herein. The Contractor warrants that the information contained herein is true and correct. If the CPO determines that any information provided herein is false, incomplete, or incorrect, the CPO may terminate the Contract.



Signature

Robert S. Dobis

Name (Type or Print)

Partner

Title

August 13, 2015

Date

**EXHIBIT 7**

**Interagency Agreement between Illinois Criminal Justice Information Authority and Cook  
County**



ILLINOIS  
CRIMINAL JUSTICE  
INFORMATION AUTHORITY

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

July 10, 2014

Patricia McCreary  
Grants Administration Management  
Office of Clerk of the Circuit Court of Cook County  
69 W Washington, Suite 2500  
Chicago, Illinois 60602

Dear Ms. McCreary,

Enclosed you will find interagency agreement #412038 between your office and the Authority for the Data Exchange CCICJIS Project Manager Program. Please review the enclosed documents and notify me if revisions are necessary. If all is in order please obtain the necessary signatures on the agreement and return the *entire packet* to my attention for further processing.

I have also enclosed the initial cash request form which is needed to begin the drawdown of federal funds. Please fill out these forms and return them to me with the signed agreement. Once all signatures are received on the agreement, I will process the paperwork for you to receive your initial federal funds for this program.

Please note that this packet also includes two new forms regarding civil rights compliance. Please review, sign and forward these civil rights compliance certifications to the Authority. The authorized officials of the grant's Implementing Agency, and Program Agency, if applicable, must complete these forms. This grant cannot be submitted for final signature by the Authority's Executive Director until these forms have been completed.

As a point of clarification, these certifications do not represent new civil rights requirements that grantees must adhere to. These certifications reflect existing federal regulations that have always been included in the interagency agreements between your office and the Authority, but now a separate certification is required.

I also want to draw your attention to changes to our Interagency Agreement that were brought about by Public Act 96-0795 (SB 51) that became law on July 1, 2010 and makes modifications to the Grant Funds Recovery Act (30 ILCS 704/4). Modifications have been made to the Inspection and Audit, and Close-out requirement sections of the Interagency Agreement. In addition, a Use of Funds and a Certification sections have been added to the Interagency Agreement.

The Certification and Signature Section contains the statement "under oath" in the certification statement. This phrase must be included at the direction of the Office of the Illinois Comptroller and the Authority cannot make changes or edits to this statement. At this time notarization is not

required.

I would be happy to answer any questions that you might have about these changes, but you might also want to inform your legal counsel of the changes.

If you have any questions, please feel free to contact me at (312) 793-1303 or by email at [Lajuana.Murphy@illinois.gov](mailto:Lajuana.Murphy@illinois.gov). I look forward to working with you on this program.

Sincerely,

*Lajuana Murphy*

Federal and State Grants Unit

Enclosures

cc: MF 412038

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## COVER PAGE

<b>PROGRAM TITLE:</b>	Data Exchange CCICJIS Project Manager
<b>AGREEMENT NUMBER:</b>	412038
<b>PREVIOUS AGREEMENT NUMBER(S):</b>	N/A
<b>ESTIMATED START DATE:</b>	July 1, 2014
<b>SOURCES OF PROGRAM FUNDING:</b>	
JAG FFY 12 Funds	\$ 100,000.00
Matching Funds	\$ 33,333.00
Over-Matching Funds	\$ 0
<b>Total:</b>	<b>\$ 133,333.00</b>
<b>IMPLEMENTING AGENCY'S NAME:</b>	Cook County
<b>ADDRESS (This address must be the physical address that is registered with SAM and include nine digit zip code):</b>	118 N. Clark RM 537 Chicago, Illinois 60602-1311
<b>IMPLEMENTING AGENCY'S AUTHORIZED OFFICIAL:</b>	Tom Preckwinkle
<b>TITLE:</b>	County Board President
<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER:</b>	36-6006541
<b>IMPLEMENTING AGENCY'S DUNS NUMBER:</b>	00-5525829
<b>IMPLEMENTING AGENCY'S SAM REGISTRATION EXPIRATION DATE:</b>	January 13, 2015
<b>IMPLEMENTING AGENCY'S CAGE CODE:</b>	49W76
<b>IMPLEMENTING AGENCY'S FINANCIAL OFFICER:</b>	Lawrence E. Wilson
<b>TITLE:</b>	Comptroller
<b>TELEPHONE:</b>	312-603-5601
<b>PROGRAM AGENCY'S NAME:</b>	Office of the Clerk of the Circuit Court of Cook County
<b>PROGRAM AGENCY'S MAILING ADDRESS (If the same as above mark "N/A"):</b>	NA
<b>PROGRAM AGENCY'S AUTHORIZED OFFICIAL:</b>	Dorothy Brown
<b>TITLE:</b>	Clerk of the Circuit Court of Cook County
<b>FISCAL CONTACT PERSON:</b>	Wasiu Fashina
<b>AGENCY:</b>	Office of the Clerk of the Circuit Court of Cook County
<b>TITLE:</b>	Chief Financial Officer/Comptroller

<b>FAX:</b>	312-603-3970
<b>E-MAIL:</b>	wzfashina@cookcountycourt.com
<b>PROGRAM CONTACT PERSON:</b>	Patricia McCreary
<b>TITLE:</b>	Grant Administration Manager
<b>TELEPHONE:</b>	312-603-7690
<b>FAX:</b>	312-603-5013
<b>E-MAIL:</b>	pymccreary@cookcountycourt.com
<b>IMPLEMENTING AGENCY'S LEGISLATIVE DISTRICT</b> (This must be based on the nine digit zip code registered with SAM. The district can be located by using this link):	Congressional District: 7th State Senate District: 3rd State Representative District: 6th
<b>PRIMARY AREA OF PERFORMANCE</b> (This should be either the Program Agency's office or the location where a majority of the grant activity takes place. A street address does not need to be provided, but please list city, state and nine digit zip code.):	Chicago, Illinois 60602-3134
<b>PRIMARY AREA OF PERFORMANCE'S LEGISLATIVE DISTRICT</b> (This must be based on the nine digit zip code listed above. The district can be located by using this link):	Congressional District: 7th State Senate District: 3rd State Representative District: 6th
<b>Question 1) Are more than 80% of the Program Agency's revenue from the federal government?:</b>	No
<b>Question 2) Are the Program Agency's federal revenue more than \$25,000,000?:</b>	No
<b>Question 3) Are the Program Agency's top five compensated officers' compensation not available through the Securities and Exchange Commission or the Internal Revenue Service?:</b>	Yes
<b>If the answer to all of the three above questions is yes, then please list the five highest compensated officers and their compensation.</b>	
<b>NAME</b>	<b>COMPENSATION</b>
N/A	N/A



## **INTERAGENCY AGREEMENT**

**Edward Byrne Memorial Justice Assistance Grant Program, (Byrne/JAG) of 2005**

This interagency agreement is entered into by the Illinois Criminal Justice Information Authority, with its offices at 300 W. Adams, Chicago, Illinois 60606, hereinafter referred to as the "Authority," and the Cook County on behalf of the Clerk of the Circuit Court, hereinafter referred to as the "Implementing Agency," with its principal offices at 118 N. Clark RM 537, Chicago, Illinois 60602-1311, for implementation of the Data Exchange CCICJIS Project Manager Program.

**WHEREAS**, Section 7(k) of the Illinois Criminal Justice Information Act (20 ILCS 3930/7(k)) establishes the Authority as the agency "to apply for, receive, establish priorities for, allocate, disburse and spend grants of funds that are made available...from the United States pursuant to the federal Crime Control Act of 1973, as amended, and similar federal legislation, and to enter into agreements with the United States government to further the purposes of this Act, or as may be required as a condition of obtaining federal funds;" and

**WHEREAS**, pursuant to the Authority's rules entitled "Operating Procedures for the Administration of Federal Funds," (20 Illinois Administrative Code 1520 et seq.) the Authority awards federal funds received by the State of Illinois pursuant to the Omnibus Crime Control and Safe Streets Act of 2002 and agency agreements with State agencies and units of local government for the use of these federal funds; and

**WHEREAS**, pursuant to the Edward Byrne Memorial Justice Assistance Grant (JAG) Program the Authority, names the following purpose areas as the focus of the Edward Byrne Memorial Justice Assistance Grant (JAG) Program for federal fiscal year 2012:

1. Law enforcement programs.
2. Prosecution and court programs.
3. Prevention and education programs.
4. Corrections and community corrections programs.
5. Drug treatment and enforcement programs.
6. Planning, evaluation, and technology improvement programs.
7. Crime victim and witness programs.

**WHEREAS**, the Authority designated the Implementing Agency to receive funds for the purpose of implementing a program to address one of the named areas:

**NOW, THEREFORE, BE IT AGREED** by and between the Authority and the Implementing Agency as follows:

### **SECTION 1. DEFINITIONS**

"Program": means a plan set out in a Program Description that identifies and proposes to address problems related to one of the named areas and that contains a statement of objectives, strategies for achieving those objectives, and a method for assessing the effectiveness of those strategies.

## **SECTION 2. PERIOD OF PERFORMANCE AND COSTS INCURRED**

The period of performance of this agreement shall be from July 1, 2014 through September 30, 2015.

Costs incurred before the execution date of this agreement may be charged to this agreement if included in Exhibit B, incurred during the period of performance, and the Implementing Agency performed in accordance with the terms and conditions of this agreement.

The Authority shall not be responsible for costs incurred before or after the period of performance of this agreement.

## **SECTION 3. COMMENCEMENT OF PERFORMANCE**

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

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

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

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

## **SECTION 4. PAYMENT**

The Authority agrees to make payment to the Implementing Agency for the administration and implementation of the program described in Exhibit A. Upon receipt of the fiscal and progress reports described in Section 11 of this agreement, quarterly payments will be made to the Implementing Agency. No payment will be made until all outstanding reports are received by the Authority, including outstanding reports from previously funded Authority programs. In addition, due to the unique requirements of the program being funded, the Implementing Agency may request that an advance payment be made during any quarter and must include supporting documentation with the request. Requests for advance payment are subject to review and approval. No payment will be made to an Implementing Agency unless and until the Implementing Agency is in full compliance with applicable State and federal laws and the terms and conditions of this agreement.

The maximum amount of federal funds payable under this agreement is \$100,000.00 and is dependent on the expenditure of matching funds as described in Section 5 and Exhibit B, and the performance of the Implementing Agency in accordance with the terms and conditions of this agreement.

The Implementing Agency must provide for the deposit of federal and matching funds into a bank account in the name of the Implementing Agency. Federal funds shall be immediately deposited into such bank account. The Implementing Agency may deposit such funds into an account separate from any of its other bank accounts, or treat such funds as a separate line item per its budget and audited financial statements. If the Implementing Agency receives more than one award from the Authority, the Implementing Agency shall ensure that the federal and matching funds for each award are accounted for separately.

#### **SECTION 5. MATCH**

Federal funds from the Byrne/JAG Program may be used to pay up to 75 percent of the program costs described in Exhibit B. The Implementing Agency must provide non-federal funding for at least 25 percent of the program costs described in Exhibit B. Failure of the Implementing Agency to provide non-federal financial support to the program described in Exhibit A in the amount of at least 25 percent of such program's costs, shall result in a proportionate reduction in the amount of federal funds awarded under this agreement and may result in the return of funds already awarded. To meet this matching funds requirement, the Implementing Agency shall provide non-federal financial support to the program, as described in Exhibit B.

#### **SECTION 6. PROGRAM DESCRIPTION AND BUDGET**

The Implementing Agency agrees to undertake and perform in a satisfactory manner in accordance with the terms and conditions of this agreement, the program described in the Program Description attached and incorporated as Exhibit A and the Budget attached and incorporated as Exhibit B.

#### **SECTION 7. EXHIBITS**

The documents appended are made a part of this agreement as exhibits. The Implementing Agency shall perform the services subject to this agreement in accordance with all terms, conditions, and provisions set forth in such exhibits.

#### **SECTION 8. NON-SUPPLANTATION**

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

#### **SECTION 9. OBLIGATIONAL LIMITATION**

Payment under this agreement is subject to passage of a suitable and sufficient appropriation by the Illinois General Assembly. Obligations of the State of Illinois will cease immediately without penalty of further payment being required in any fiscal year should the actions of the General Assembly or any applicable funding source result in the failure to appropriate or otherwise make available sufficient funds for this agreement.

#### **SECTION 10. PROGRAM INCOME**

All income, including income resulting from asset seizures or forfeitures, generated as a direct result of the program

described in Exhibit A shall be deemed program income. All program income must be accounted for and used for the purposes and under the conditions applicable to the use of grant funds. The federal proportion of program income must be accounted for up to the same ratio of federal participation as funded in the program. Program income may be retained by the Implementing Agency for any purpose that furthers the objectives of the Byrne Formula Grant Program. Implementing Agency shall report and account for such program income as required by the Authority.

#### **SECTION 11. REPORTING AND EVALUATION REQUIREMENTS**

Unless required on a more frequent basis by the Authority, the Implementing Agency shall submit the following reports to the Authority on a quarterly basis, with quarters beginning at the start of the calendar year, by the 15th day of each month following the previous quarter:

- progress reports for the preceding quarter relevant to the performance indicators listed in Exhibit A;
- fiscal reports detailing financial expenditures for the previous quarter;
- and any other reports specified by the Authority.

The Implementing Agency is further required to submit a final financial status report following termination of the program, the content and form of which will be determined by the Executive Director of the Authority.

The Implementing Agency agrees to comply with the Bureau of Justice Assistance program guidelines for the evaluation of programs. The Implementing Agency agrees to report any additional information required by the Executive Director of the Authority.

#### **SECTION 12. MAINTENANCE OF RECORDS**

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

If any litigation, claim, negotiation, audit, review, or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until the completion of the action and resolution of all issues that arise from it or until the end of the regular 3-year period, whichever is later.

#### **SECTION 13. INSPECTION AND AUDIT**

If required by revised Office of Management and Budget Circular A-133 "Audits of States, Local Governments, and

Non-Profit Organizations," the Implementing Agency agrees to provide for an independent audit of its activities. Audits shall be made annually, unless A-133 allows the Implementing Agency to undergo biennial audits. Audits shall be made in accordance with the General Accounting Standards for Audit of Governmental Organizations, Programs, Activities and Functions, the Guidelines for Financial and Compliance Audits of Federally Assisted Programs, any compliance supplements approved by the Office of Management and Budget, and generally accepted auditing standards established by the American Institute of Certified Public Accountants. Copies of all audits must be submitted to the Authority no later than 9 months after the close of the Implementing Agency's audit period. The Implementing Agency understands and agrees that funds may be withheld, or other related requirements may be imposed, if any outstanding audit issues from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed.

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

The Implementing Agency agrees to develop and maintain a record-keeping system to document all agreement related activities and expenditures. These records will act as the original source material for compilation of the data required in Section 11 and all other program activity.

The Authority, the Illinois Auditor General and the Illinois Attorney General shall have access for purposes of monitoring, audit and examination to all relevant books, documents, papers, and records of the Implementing Agency, and to relevant books, documents, papers and records of subcontractors.

#### **SECTION 14. CLOSEOUT REQUIREMENTS**

Within 30 days of the expiration date of this agreement or any approved extension thereof the following documents must be submitted by the Implementing Agency to the Authority: (a) final financial status report; (b) final progress reports; (c) property inventory report; (d) any refund of unexpended funds and (e) other documents required by the Authority.

#### **SECTION 15. PROCUREMENT REQUIREMENTS, REQUESTS FOR PROPOSALS, CONFLICT OF INTEREST**

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

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

- For procurements of \$100,000 or less, the Implementing Agency must solicit quotes or bids from at least three

sources.

- For procurements over \$100,000, the Implementing Agency must formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process.

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

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

#### **SECTION 16. ASSIGNMENT**

The Implementing Agency shall make no assignment or transfer of this agreement, any subcontract under this agreement or of any of the monies due hereunder without prior written approval of the Authority. In the event that the Authority approves such an assignment or transfer, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is assigned or transferred as fully and completely as the Implementing Agency is bound and obligated.

#### **SECTION 17. SUBCONTRACTING**

The use of subcontractors for any work or professional services that involves the use of federal or matching funds is subject to Authority approval. Any work or professional services subcontracted for shall be specified by written contract and subject to all terms and conditions contained in this agreement. If the use of subcontractors is approved by the Authority, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is subcontracted as fully and completely as the Implementing Agency is bound and obligated. The Implementing Agency shall make reasonable efforts to assure that all subcontractors adhere to the terms and conditions of this agreement. The Authority shall not be responsible for the performance, acts or omissions of any subcontractor.

Subcontracts over \$100,000 that are funded with federal or matching funds must be submitted by the Implementing Agency for Authority review and approval prior to their effective dates and execution by the Implementing Agency. In addition, the Authority reserves the right to require that any subcontract funded with federal or matching funds, regardless of its dollar amount, be submitted to the Authority for review and approval prior to its effective date and execution by the Implementing Agency.

As required by the Authority, the Implementing Agency shall submit documentation regarding contracts to be funded with federal or matching funds for Authority review and approval, to assure adherence to applicable federal guidelines.

Approval of the use of subcontractors by the Authority does not relieve the Implementing Agency of its obligation to assure performance under this agreement.

#### **SECTION 18. INDEPENDENT CONTRACTOR**

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

#### **SECTION 19. EQUIPMENT REQUIREMENTS**

If, for an item of equipment described in Exhibit B to be funded with either federal or matching funds, the Implementing Agency does not have a purchase order dated within 90 days after the start date of the agreement, the Implementing Agency shall submit a letter to the Authority explaining the delay in the purchase of equipment. The Authority may, in its discretion:

- A. Reduce the amount of federal funding;
- B. Cancel this agreement;
- C. Allow the Implementing Agency to reallocate the federal or matching funds that were allocated for such equipment to other allowable, Authority approved costs; or
- D. Extend the period to purchase this equipment past the 90-day period.

Equipment purchased using federal or matching funds shall be year 2000 compliant and shall be able to process all time/date data after December 31, 1999.

#### **SECTION 20. INFORMATION TECHNOLOGY REQUIREMENTS**

If for an item or services, listed in Exhibit B, is for networking or information technology (IT) system which involves information sharing system with interstate connectivity between jurisdiction shall to the extent possible use existing networks as the communication backbone. Unless the Implementing Agency can demonstrate to the satisfaction of the Authority that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system. Furthermore, any information technology system founded or supported by grant or match funds with comply with 28 C.F.R. Part 23. If the Authority determines that 28 C.F.R. Part 23 is applicable, the Authority at its discretion may perform an audit to ensure system is in compliance, fines may apply for violations.

The Implementing Agency, if they are not going to use existing networks and IT systems, should provide documentation to demonstrate the above conditions. This documentation should be provided at the time of the grant documentation submission. If it only becomes apparent after the start of the grant period that above conditions for not using existing networks and IT systems is not feasible then documentation shall be provided to the Authority for approval prior to begin work.

The Authority's Illinois Integrated Justice Information System's Project manager, at 312-793-8550, shall receive written notification regarding any information technology project funded by this grant. The Implementing Agency must maintain an administrative file documenting the meeting of this requirement.

## SECTION 21. INFORMATION SHARING

The Implementing Agency, in an effort to support public safety and information sharing, is required to use the National Information Exchange Model (NIEM) specifications and guidelines for this grant in the development of data elements for data exchange systems. The Implementing Agency shall publish and make available without any restrictions all schemas developed under this grant to the component registry. NIEM guidelines are as follows:

1. Instances must validate against the set of NIEM reference schemas. Schemas conformant to the NIEM must import and reference the NIEM Schema namespace or NIEM namespaces they need to use (*Universal*, *Common*, *Justice*, etc.) or a correct NIEM Schema Subset (same namespaces). Note that importing the NIEM *Justice* Domain namespace will cascade to importing *Common* and *Universal*. Also, note that if an instance validates against a correct subset of the NIEM reference schemas, then it will validate against the NIEM reference schemas.
2. If the appropriate component (type, element, attribute, etc.) required for an IEPD exists in the NIEM, use that component. Do not create a duplicate component of one that already exists.
3. Be semantically consistent. Use NIEM components in accordance with their definitions. Do not use a NIEM element to encapsulate data other than what its definition describes.
4. Follow the IEPD (Information Exchange Package Documentation) Lifecycle as described in NIEM documentation and define all required artifacts at each step.
5. Adhere to the *NIEM Naming and Design Rules* (NDR) to ensure correct, consistent schema development.

## SECTION 22. CONFLICT OF INTEREST

The Implementing Agency agrees to comply with applicable provisions of the Illinois Procurement Code (30 ILCS 500) prohibiting conflicts of interest, and all the terms, conditions and provisions of the code apply to this agreement and are made a part of this agreement the same as though they were incorporated and included herein.

No employee, officer or agent of the Implementing Agency shall participate in the selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. The Implementing Agency shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.

## SECTION 23. IMPLEMENTING AGENCY COMPLIANCE

The Implementing Agency agrees to comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Federal Government and the Authority in the performance of this agreement, including but not limited



to:

- The Omnibus Crime Control and Safe Streets Act of 1968, as amended; Anti-Drug Abuse Act of 1988; Bureau of Justice Assistance's Byrne Formula Grant Program Guidance document; and Program Guidelines for the Drug Control and System Improvement Formula Grant Program (53 FR 52244 et seq., effective December 27, 1988).
- The Office of Justice Programs' Financial Guide; Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122, and A-133; Illinois Grant Funds Recovery Act (30 ILCS 705); Illinois Procurement Code (30 ILCS 500); State Comptroller Act (15 ILCS 405); and rules of the Authority (20 Ill. Adm. Code 1520 et seq.).
- The provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 38, Equal Treatment for Faith-Based Organizations; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 46, Protection of Human Subjects; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 66, Uniform administrative requirements for grants and cooperative agreements to State and local governments; Part 67, Government wide Debarment and Suspension (Nonprocurement); and Part 69, New Restrictions on Lobbying; Part 70, Uniform administrative requirements for grants and agreements (including subawards) with institutions of higher education, hospitals and other non-profit organizations; Part 83, Government-wide requirements for drug-free workplace (Grants).
- OMB Circular A-102 "Grants and Cooperative Agreements with State and Local Governments," revised October 7, 1994
- OMB Circular A-21 "Cost Principles for Educational Institutions," revised April 26, 1996 (codified at 28 CFR Part 66, by reference)
- OMB Circular A-87 "Cost Principles for State, Local and Indian Tribal Governments," revised May 4, 1995 (codified at 28 CFR Part 66, by reference)
- OMB Circular A-133 "Audits of States, Local Governments and Nonprofit Institutions," revised June 30, 1997 (codified at CFR Part 66 and Part 70)
- Section 8136 of the Department of Defense Appropriations Act of 1988 (P.L. 100-463, effective October 1, 1988).
- National Environmental Policy Act of 1969, 42 U.S.C. pars. 4321 et seq.; Environmental Protection Agency regulations (40 CFR Chapter I); and Procedures for Implementing the National Environmental Policy Act (28 CFR Part 61).
- National Historic Preservation Act of 1966, as amended, 16 U.S.C. pars. 470 et seq.; Executive Order

11593.

- Flood Disaster Protection Act of 1973, 42 U.S.C. pars 4001 et seq.
  - Clean Air Act of 1970, 42 U.S.C. pars. 7401 et seq.
  - Clean Water Act, 33 U.S.C. pars. 1368 et seq.; Executive Order 11738.
  - Federal Water Pollution Control Act of 1948, as amended, 33 U.S.C. pars. 1251 et seq.
  - Safe Drinking Water Act of 1974, 42 U.S.C. pars. 300f et seq.
  - Endangered Species Act of 1973, 16 U.S.C. pars. 1531 et seq.
  - Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. pars. 1271 et seq.
  - Historical and Archeological Data Preservation Act of 1960, as amended, 16 U.S.C. pars. 469 et seq.; and Protection of Historic Properties regulations (36 CFR Part 800).
  - Coastal Zone Management Act of 1972, 16 U.S.C. pars. 1451 et seq.
  - Coastal Barrier Resources of 1982, 16 U.S.C. pars. 3501 et seq.
  - Indian Self Determination Act, 25 U.S.C. par. 450f.
  - Intergovernmental Cooperation Act of 1968, 42 U.S.C. 4201 et seq.
  - Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. pars. 4601 et seq.
  - Hatch Political Activity Act of 1940, as amended, 5 U.S.C. pars. 1501 et seq.
  - Animal Welfare Act of 1970, 7 U.S.C. pars. 2131 et seq.
  - Demonstration Cities and Metropolitan Development Act of 1966, 42 U.S.C. pars. 3301 et seq.
  - Federal Fair Labor Standards Act of 1938, as amended, 29 U.S.C. pars. 201 et seq.
  - The following acts relating to the sharing of forfeited assets: 720 ILCS 5/36-1 through 36-4, 720 ILCS 5/37-1 through 37-5, 720 ILCS 550/12, 720 ILCS 570/505, 720 ILCS 600, 725 ILCS 150.
- 
- Such rules and regulations as the Department of State Police establish pursuant to Section 5 of the Intergovernmental Drug Laws Enforcement Act, 30 ILCS 715/5, and the Illinois Law Enforcement Information Network (ILEIN).

- The rules of the Department of State Police regulating the Intergovernmental Drug Laws Enforcement Act (20 Ill. Adm. Code 1220 et seq.).

## **SECTION 24. NATIONAL ENVIRONMENTAL POLICY ACT AND RELATED LEGISLATION**

If the Implementing Agency undertakes *new activities related to the use of federal grant or matching funds in connection with the program* that include one or more of the activities listed below, the Implementing Agency shall assist the Authority and the U.S. Department of Justice, Bureau of Justice Assistance (BJA), in complying with the National Environmental Policy Act (NEPA), National Historic Preservation Act, and other related federal environmental impact analyses requirements.

The Implementing Agency acknowledges that this section applies to *new activities whether or not they are being specifically funded with federal grant or matching funds, in connection with the program*. As long as the new activity is being conducted by the Implementing Agency, or any subgrantee, subcontractor, or any third party, and the *new activity needs to be undertaken in order to use the federal grant or matching funds in connection with the program*, the terms of this section must be met.

Prior to obligating federal grant or matching funds in connection with the program, the Implementing Agency must determine if any of the following activities will be related to the use of such federal grant or matching funds. The Implementing Agency must notify the Authority in writing if it will be conducting any of the following activities, when the activity is undertaken in order to use, or is funded with, federal grant or matching funds in connection with the program:

- New construction
- Minor renovation or remodeling of a property either (a) listed or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain.
- A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size.
- Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.
- Implementation of a program relating to clandestine methamphetamine laboratories operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The Implementing Agency understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement.

For existing and continuing programs or activities that will be funded with federal grant or matching funds through the Authority, upon request by the Authority as directed by BJA, the Implementing Agency shall cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

## **SECTION 25. EQUAL EMPLOYMENT OPPORTUNITY PLAN**

Pursuant to 28 CFR Part 42 (Nondiscrimination; Equal Employment Opportunity; Policies and Procedures), except those recipients specifically exempted by 28 CFR Part 42.302(c), if the Implementing Agency has 50 or more employees, is receiving more than \$25,000 or more under the Omnibus Crime Control and Safe Streets Act, and has a service population with a minority representation of 3 percent or more, the Implementing Agency shall formulate,

implement and maintain an equal employment opportunity plan that is approved by the Office for Civil Rights relating to employment practices affecting minority persons and women. The plan shall be approved by the Office for Civil Rights.

The Implementing Agency shall complete and submit an EEO Plan Certification to the Authority. This Certification shall indicate if the Implementing Agency is required to have an EEO Plan or if the Implementing Agency is exempt from this requirement. If required by this section, the Implementing Agency certifies that an equal employment opportunity program will be in effect during the period of performance of this agreement. In addition, an Implementing Agency receiving \$500,000 shall submit a copy of its equal employment opportunity plan to the Authority.

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

#### **SECTION 26. NONDISCRIMINATION**

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

National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. More information can be found at <http://www.lep.gov>.

Faith-Based and Community Organizations that statutorily qualify as eligible applicants under OJP programs are invited and encouraged to apply for assistance awards and will be considered for awards on the same basis as any other eligible applicants and, if they receive assistance awards, will be treated on an equal basis with all other grantees in the administration of such awards. No eligible applicant will be discriminated against on the basis of its religious character or affiliation, religious name, or the religious composition of its board of directors or persons working in the organization. The Safe Streets Act (as amended), Victims of Crime Act (as amended), and Juvenile Justice and Delinquency Prevention Act (as amended) contain prohibitions against discrimination on the basis of religion in employment.

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

- Non-Discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. 3789d(c);
- Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d;
- Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National

Origin Discrimination Affecting Limited English Proficient Persons (Federal Register, June 18, 2002, Volume 67, Number 117, Page 41455-41472); and Executive Order 13166 *Limited English Proficiency Resource Document: Tips and Tools from the Field*;

- Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794;
- The Americans with Disabilities Act, 42 U.S.C. 12132 et seq.;
- Title IX of the Education Amendments of 1972, 20 U.S.C. 1681;
- The Age Discrimination Act of 1975, 42 U.S.C. 6102;
- The Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, subparts C, D, E, G; and I
- The Department of Justice regulations on disability discrimination, 28 CFR Part 35;
- The Department of Justice regulations on sex discrimination in education programs, 28 C.F.R. 54;
- The Illinois Human Rights Act, 775 ILCS 5;
- The Public Works Employment Discrimination Act, 775 ILCS 10;
- The Illinois Environmental Barriers Act, 410 ILCS 25.
- The Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part 38.

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

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

## **SECTION 27. CONFIDENTIALITY OF INFORMATION**

The Implementing Agency agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with this program and all applicable federal guidelines and legislation. Such information shall be immune from legal process and shall not, without the consent of the person furnishing the information, be admitted as evidence or used for any purpose in any action, suit or other judicial, legislative or administrative proceeding.

The Implementing Agency shall adhere to all confidentiality provisions of 42 U.S.C. 3789(g) and 28 CFR Part 22,

**ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY**

*Last Updated on June 11, 2014*

*Federal and State Grants Unit*

applicable to the collection, use, and revelation of data or information.

As applicable, the Implementing Agency agrees to protect the confidentiality of narcotic related intelligence and investigative information and to maintain the security of such information. The Implementing Agency certifies that it shall take full responsibility and will be accountable for narcotic-related intelligence and investigative information collected, maintained and disseminated as a result of the program described in Exhibit A and that program personnel will comply with all standards set forth in this agreement. As applicable, all program personnel shall comply with the obligations for confidentiality and dissemination of narcotic-related intelligence and investigative information placed on inspectors for the Department of State Police by the Department's rules of Conduct (20 Ill. Adm. Code 1220.130(h)), by the Department's internal operating procedures (DCI OPS 9 Dissemination of Narcotic-Related Information to Other Agencies, August 15, 1979; MDI-26 Dissemination of Intelligence and Investigative Information, June 15, 1981), U.S. Department of Justice Criminal Intelligence Operating Policies, F.R., vol. 43, no. 127, June 30, 1978, and by such other rules of the Department or the Authority as may hereafter be adopted.

#### **SECTION 28. CERTIFICATIONS REGARDING DEBARMENT AND A DRUG-FREE WORKPLACE**

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

The Implementing Agency certifies that it has not been barred from contracting with any unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended.

#### **SECTION 29. CERTIFICATION REGARDING LOBBYING.**

Federal funds are prohibited from being used for influencing or attempting to influence persons in connection with covered federal transactions, which include the awarding, making, entering into, extension, continuation, renewal, amendment, or modification, of federal grants or contracts. The Implementing Agency understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the federal awarding agency.

If receiving more than \$100,000 pursuant to this agreement, Implementing Agency agrees to provide a Certification Regarding Lobbying to the Authority and, if applicable, a Disclosure of Lobbying Activities form. If a subcontractor will receive more than \$100,000 in federal funds pursuant to this agreement, Implementing Agency will provide to the Authority a Certification Regarding Lobbying and, if applicable, a Disclosure of Lobbying Activities form signed by the subcontractor. The Implementing Agency must provide these certifications and disclosures as required by the Authority.

#### **SECTION 30. INTERNATIONAL ANTI-BOYCOTT CERTIFICATION**

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

### **SECTION 31. DRUG FREE WORKPLACE CERTIFICATION**

If the Implementing Agency has 25 or more employees and is receiving \$5,000 or more under this agreement, the Implementing Agency certifies that it provides, and will continue to provide, a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580).

The Act requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (A) abide by the terms of the statement; and
    - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
  - (1) the dangers of drug abuse in the workplace;
  - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
  - (3) any available drug counseling, rehabilitation, and employee assistance program; and
  - (4) the penalties that may be imposed upon an employee for drug violations.

- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 580/5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

#### **SECTION 32. DISCLOSURE OF SOLICITATION FOR EMPLOYMENT**

The Implementing Agency shall notify the Authority's Ethics Officer if the Implementing Agency solicits or intends to solicit for employment any of the Authority's employees during any part of the award funding process or during the term of any interagency agreement awarded.

#### **SECTION 33. ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES**

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

#### **SECTION 34. DISPOSITION REPORTING**

The Implementing Agency certifies that it is in compliance with the reporting provisions of the Criminal Identification Act (20 ILCS 2630), when applicable, and agrees to cooperate with the Authority and other parties in the implementation of the State's Criminal Records Improvement Plan, developed by the Authority pursuant to federal law.

#### **SECTION 35. CRIMINAL INTELLIGENCE SYSTEM OPERATING POLICIES**

If the program described in Exhibit A is subject to requirements of the Criminal Intelligence System Operating Policies, 28 CFR Part 23, the Implementing Agency certifies to the Authority that the program shall conform with the operating policies set forth in 28 CFR Part 23.20 and meets funding criteria set forth in 28 CFR Part 23.30. If the program is subject to these requirements, the Implementing Agency shall cooperate with specialized monitoring and auditing of the program as may be required by 28 CFR Part 23.40(a), and shall comply with operating policies required by 28 CFR Part 23.40(b).



#### **SECTION 36. STATEMENTS, PRESS RELEASES, ETC.**

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, the Implementing Agency shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, and (2) the dollar amount of federal funds for the project or program.

#### **SECTION 37. COPYRIGHTS, PATENTS**

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

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

#### **SECTION 38. PUBLICATIONS**

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

For publications over 20 pages, the Authority will submit comments to the Implementing Agency no later than 30 days after receipt of the draft. If more than one such publication is submitted, the Authority reserves the right to extend the 30-day review period.

For publications of 20 pages or less, the Authority will submit comments to the Implementing Agency no later than 10 working days after receipt of the draft. If more than one such publication is submitted, the Authority reserves the right to extend the 10-day review period.

The Authority reserves the right to require the resubmission of any publication for additional review and comment, prior to its printing.

The Implementing Agency shall submit to the Authority, copies, the number of which will be specified by the Authority, of the final publication no later than 20 days prior to release of the final publication.

Exceptions to the above publication requirements may be granted upon prior Authority approval.

Any such publication shall contain the following statement:

"This project was supported by Grant # 2012-DJ-BX-0203, awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice, through the Illinois Criminal Justice Information Authority. Points of

view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice, or the Illinois Criminal Justice Information Authority."

These publication requirements pertain to any written, visual or sound publication, but are inapplicable to press releases, newsletters and issue analyses.

#### SECTION 39. FEDERAL TAXPAYER IDENTIFICATION NUMBER

Under penalties of perjury, the Implementing Agency certifies that the name, correct taxpayer identification number, and legal status listed below are correct:

Name: Cook County

**Taxpayer Identification Number:**

Employer Identification Number 36-6006541

(Enter the name of the entity as used to apply for the entity's EIN and the EIN.)

**Legal Status (check one):**

<input type="checkbox"/> Individual	<input type="checkbox"/> Nonresident Alien
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Tax Exempt
<input type="checkbox"/> Partnership/Legal Corporation	<input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.)
<input type="checkbox"/> Corporation providing or billing medical and/or healthcare services	<input type="checkbox"/> Corporation NOT providing or billing medical and or healthcare services
<input checked="" type="checkbox"/> Government	<input type="checkbox"/> Pharmacy (non-corporate)
<input type="checkbox"/> Estate or Trust	<input type="checkbox"/> Non-profit Corporation/ Tax Exempt
<input type="checkbox"/> Non-profit Corporation/ Non-Tax Exempt	<input type="checkbox"/> Other (Specify) _____

Implementing Agency marking non-profit corporation/ tax exempt shall supply the Authority with a copy of their affirmation letter showing their 501(c)(3) status from within the last 5 years. In addition, the Implementing Agency shall supply a signed copy of the Local Government Waiver.

#### SECTION 40. FEDERAL GRANT INFORMATION

By signing this agreement, the Implementing Agency acknowledges that it has been informed of the following information regarding the federal funds received under this agreement:

- Federal Awarding Agency: Office of Justice Programs, Bureau of Justice Assistance, Department of Justice

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY

Last Updated on June 11, 2014

Federal and State Grants Unit

- Catalog of Federal Domestic Assistance (CFDA) Number and Title: 16.738 Byrne Formula Grant Program
- Grant Award Name and Number: Edward Byrne Memorial Justice Assistance Grant (2012) Grant Program 2012-DJ-BX-0203. Grant Award Year: Federal Fiscal Year 2012.

#### **SECTION 41. TRANSPARENCY ACT COMPLIANCE**

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

a) To acquire and use a DUNS (Data Universal Numbering System) number. The DUNS number shall be procured from the System for Award Management (SAM) found online at [www.SAM.gov](http://www.SAM.gov).

Implementing Agency's DUNS Number: 005525829

b) To maintain a current registration in the System for Award Management (SAM) database. The Implementing Agency must update or renew their SAM registration at least once per year to maintain an active status. Information about registration procedures can be accessed at [www.sam.gov](http://www.sam.gov).

The Implementing Agency's SAM registration is valid until: 1/13/2015

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

Implementing Agency's CAGE Code: 49W76

d) The Implementing Agency and Program Agency further agree that all agreements entered into with subgrantees or contractors, shall require compliance by the subgrantee or contractor with the Federal Funding Accountability and Transparency Act of 2006 and all requirements of 2 C.F.R. §33.200 including obtaining a DUNS number and maintaining registration with the CCR. The acquisition of a DUNS number and registration with the CCR database is not required of subgrantees and contractors who are individuals.

e) The Implementing Agency shall provide the Authority with completed "Addendums to Agreements" for all subgrantees and subcontractors. Copies of blank Addendums to the Agreement are available from your grant monitor.

#### **SECTION 42. ACKNOWLEDGMENT AND AGREEMENT FOR INVESTIGATION AND CLOSURE OF METHAMPHETAMINE LABORATORIES**

The Implementing Agency understands and agrees that any program involving either the identification, seizure, or closure of clandestine methamphetamine laboratories shall comply with NEPA and can result in adverse health, safety and environmental impacts to (1) the law enforcement and other governmental personnel involved; (2) any residents, occupants, users, and neighbors of the site of a seized clandestine laboratory; (3) the seized laboratory site's immediate and surrounding environment; and (4) the immediate and surrounding environment of the site(s)

where any remaining chemicals, equipment, and wastes from a seized laboratory's operations are placed or come to rest.

When applicable, the Implementing Agency agrees that it shall adhere to guidelines and procedures to be developed by the Authority and ISP regarding the investigation and closure of clandestine methamphetamine laboratories as a condition of continued funding. The Implementing Agency shall also adhere to any amendments or additions to these guidelines and procedures that are necessary to assure continued compliance with federal, State and local laws, regulations and guidelines. If applicable, the Implementing Agency shall be notified of these guidelines and procedures, and any such amendments or additions, in writing, and will be required to sign an acknowledgment evidencing its receipt and agreement to adhere to these guidelines, procedures, and any amendments or additions.

In the event that the Implementing Agency encounters a clandestine methamphetamine laboratory the Implementing Agency shall immediately call the Illinois State Police (ISP) Clandestine Laboratory Coordinator, at phone # (217) 785-6623 and the appropriate Drug Enforcement Administration (DEA) field office, for further instructions. In addition, unless otherwise required by the items listed below, the Implementing Agency acknowledges and certifies that it will not store, remove, transport or dispose of any chemicals, equipment and wastes used in or resulting from the operations of the clandestine methamphetamine laboratory, in connection with this program

#### **SECTION 43. REQUIRED ACTIVITIES FOR INVESTIGATION AND CLOSURE OF METHAMPHETAMINE LABORATORIES**

The Implementing Agency understands and agrees that for any program involving either the identification, seizure, or closure of clandestine methamphetamine laboratories, it shall perform the following activities in accordance with Illinois State Police procedures:

- (1) Assure that personnel assigned or to be assigned by the grantee to the seizure or closure of clandestine methamphetamine laboratories have received medical screening.
- (2) Assure that Occupational Safety and Health Administration (OSHA) required initial and refresher training has been provided for law enforcement officials and other personnel assigned by the Implementing Agency to either the seizure or the closure of clandestine methamphetamine laboratories.
- (3) As determined by their specific duties, assure that personnel assigned to the program are equipped with OSHA required protective wear and other required safety equipment.
- (4) Assure that properly trained personnel are assigned to prepare a comprehensive contamination report on each seized/closed laboratory.
- (5) If directed by the ISP Clandestine Laboratory Operator Coordinator or the DEA to store, remove, transport or dispose of any chemicals and associated glassware, equipment, and contaminated materials and wastes, the Implementing Agency shall, in accordance with direction provided by ISP and/or DEA:
  - a) Employ qualified disposal contractors to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized clandestine laboratory.

- b) Dispose of the chemicals, equipment, and contaminated materials and wastes removed from the sites of seized laboratories at properly licensed disposal facilities or, when allowable, properly licensed recycling facilities.
  - c) Monitor the transport, disposal, and recycling components of above subparagraphs a and b in order to ensure proper compliance.
- (6) Contact the Illinois Emergency Management Agency (IEMA) command center at 1-800-782-7860 within 24 hours after it encounters a clandestine laboratory, and notify IEMA of all clandestine laboratories it encounters.

IEMA serves as the single point of contact and timely notification to the IEMA command center eliminates the need for the Implementing Agency to initiate procedures to ensure that written notification is made to the Illinois Environmental Protection Agency (IEPA), the Illinois Department of Public Health (IDPH), the local health department and the property owner on each clandestine laboratory. IEMA facilitates the coordination of assistance from the above described agencies, as well as the Department of Children and Family services.

- (7) Facilitate the implementation of the written agreement regarding clandestine laboratories with the responsible state environmental agency. This agreement must provide that the responsible state environmental agency agrees to a) timely evaluate the environmental condition at and around the site of a closed clandestine laboratory and b) coordinate with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if determined necessary by the state environmental agency and in accordance with existing state and federal requirements; and
- (8) Facilitate the implementation of the written agreement with the responsible state or local services agencies to properly respond to any minor, as defined by state law, at the site. This agreement must ensure immediate response by qualified personnel who can a) respond to the potential health needs of any minor at the site b) take that minor into protective custody unless the minor is criminally involved in the methamphetamine lab activities, or is subject to arrest for other criminal violations, c) ensure immediate medical testing for methamphetamine toxicity; and d) arrange for any follow-up medical tests, examinations, or health care made necessary as a result of methamphetamine toxicity.

#### **SECTION 44. RENEGOTIATION, MODIFICATION, OR AMENDMENT OF THE INTERAGENCY AGREEMENT**

No alteration, variation, modification, termination, addition to or waiver of any provisions of this agreement shall be valid or binding unless in writing, and signed by the parties. For purposes of modification of this agreement which do not involve increases or decreases in funding, the signature of one representative of the Implementing Agency is sufficient. The parties agree to renegotiate, modify, or amend this agreement to ensure continued consistency with federal and State laws, and regulations.

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#### **SECTION 45. INTEGRATION**

This document and the exhibits, amendments, and items incorporated by reference constitute the entire agreement between the parties pertaining to the subject matter of this agreement and supersede all prior and contemporaneous

agreements and understandings of the parties, oral or written, which are not fully expressed herein. No alleged covenant, representation, or condition not expressed in this agreement shall affect or be effective to interpret, change or restrict the express provisions of this agreement.

#### **SECTION 46. SEVERABILITY**

If any term or provision of this agreement is held invalid, unenforceable, voidable or void, that term or provision shall not affect the other terms or provisions of this agreement which can be given effect without the invalid term or provision.

#### **SECTION 47. TERMINATION OR SUSPENSION OF THE INTERAGENCY AGREEMENT**

The Executive Director of the Authority, in accordance with the Authority's Operating Procedures for the Administration of Federal Funds, may suspend or terminate performance of this agreement for nonconformance with any State or federal law or regulation, with such guidelines as specified in this section, or with the terms or conditions of this agreement.

#### **SECTION 48. FAILURE TO FILE IN A TIMELY FASHION.**

In order to preclude the possibility of lapsing of funding, the Authority is requiring the timely filing of all required reports. Reports shall include but are not limited to, quarterly fiscal reports, quarterly progress reports and all reports included in the closeout materials. The quarterly fiscal and progress reports are due not more than 15 days after the end of the quarter unless another reporting schedule has been required or approved by the Authority. The final date for submission for all of the closeout material reports is 30 days after the end of the grant period.

Failure to meet the reporting dates established for the particular reports shall result in the "freezing" of all funds. The frozen funds shall not be limited to a particular grant that is delinquent, but all grant funds that the Implementing Agency has with the Authority shall be frozen. Funds will be released following the completion of all the reporting requirements.

#### **SECTION 49. REPORTING GRANT IRREGULARITIES**

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

The Implementing Agency shall inform any sub-recipient of the Authority's grant funds that the sub-recipient is similarly obligated to report irregularities and the Implementing Agency shall provide a copy of the Authority's policy to any sub-recipient. A copy of the Authority's policy is available on the web at <http://www.icjia.state.il.us/public/>.

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

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

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

Illinois Criminal Justice Information Authority  
Attn: Grant Monitor  
300 W. Adams Suite 200  
Chicago, IL 60606

Phone: 312- 793-8550

#### **SECTION 50. REPORTING POTENTIAL FRAUD, WASTE OR SIMILAR MISCONDUCT.**

The Implementing Agency shall promptly refer to the Authority, via their assigned Grant Monitor, and the Department of Justice Office of Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, subcontractor, or subgrantee has either submitted a false claim for grant funds in violation of the False Claims Act or committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving grant funds.

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

Illinois Criminal Justice Information Authority  
Attn: Grant Monitor  
300 W. Adams Suite 200  
Chicago, IL 60606

Phone: 312- 793-8550

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Potential fraud, waste, abuse or misconduct shall be reported to OIG by mail or e-mail at:

Office of the Inspector General  
U.S. Department of Justice  
Investigation Division

950 Pennsylvania Ave, N.W. Room 4706  
Washington, D.C. 20530

E-mail: [oig.hotline@usdoj.gov](mailto:oig.hotline@usdoj.gov) Phone: 1-800-869-4499 Fax: (202) 616-9881

Website: <http://www.usdoj.gov/oig/>

#### **SECTION 51. USE OF FUNDS**

Implementing Agency certifies that it, and its subcontractors, shall use federal and match, if applicable, funds for only allowable services, activities and costs, as described in Exhibit A.

The Implementing Agency certifies that only those costs listed in Exhibit B shall be paid pursuant to this agreement.

Implementing Agency understands the payment of funds shall be withheld until such certifications are received by the Authority.

#### **SECTION 52. PROHIBITED USE OF FEDERAL FUNDS**

The Implementing Agency understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior approval of the Authority.

#### **SECTION 53. TEXT-MESSAGING WHILE DRIVING**

The Authority encourages the Implementing Agency to adopt and enforce policies banning employees of the Implementing Agency or Program Agency and contractors or subcontractors from text messaging while driving any vehicle during the course of performing work funded by this agreement, and to establish safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

#### **SECTION 54. PRIVACY CERTIFICATE**

The Implementing Agency shall comply with the confidentiality requirements of 42 U.S.C. § 3789g and 28 C.F.R. Part 22. The Implementing Agency shall submit a Privacy Certificate that is in accordance with the requirements of 27 C.F.R. Part 22.23.

#### **SECTION 55. HIGH-RISK GRANTEES**

Implementing agency agrees to comply with any additional requirements that may be imposed during the grant performance period if the Authority determines that the Implementing Agency is a high-risk grantee pursuant to 28 C.F.R., parts 66, 70.

#### **SECTION 56. CONFERENCES AND TRAINING MATERIALS**



The Implementing Agency agrees to comply with all applicable laws, regulations, policies and guidance (which includes specific cost limits, prior approval and reporting requirements) governing the use of federal funds for expense related to conferences, including the provision of food and beverages at such events, and the cost of attendance. Conferences are defined as meetings, retreats, seminars, symposiums, training and other events. Information on pertinent laws, regulations, policies and guidance is available at [www.ojp.gov/funding/confcost.htm](http://www.ojp.gov/funding/confcost.htm).

#### **SECTION 57. MAXIMUM EMPLOYEE COMPENSATION**

The Implementing Agency understands and agrees that funds through this agreement may not be used to pay cash compensation (salary plus bonuses) to any employee at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Services (SES) at an agency with a Certified SES Performance Appraisal System for that year. An employee may be compensated at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.

#### **SECTION 58. GLOBAL JUSTICE INFORMATION SHARING INITIATIVE (DOJ's Global)**

The Implementing Agency agrees to comply with DOJ's Global guidelines and recommendations. The Implementing Agency shall conform to the Global Standards Package and all constituent elements, where applicable, as described at: [http://www.it.ojp.gov/gsp\\_grantcondition](http://www.it.ojp.gov/gsp_grantcondition). The Implementing Agency shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

#### **SECTION 59. TRUST FUND ACCOUNT**

The Implementing Agency agrees to establish a trust fund account to be used solely for this agreement. The trust fund may or may not be an interest-bearing account. The funds, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Byrne/JAG grant program. The Implementing Agency also agrees to obligate and expend the grant funds in the trust fund (including any interest earned) during the period of the grant. Grant funds (including any interest earned) not expended by the end of the grant period must be returned to the Authority no later than 45 days after the end of the grant period.

Any funds received by the Implementing Agency, under this agreement, shall be deposited into the trust fund within ten (10) days of receipt of the funds.

If the Implementing Agency does not establish a trust fund account in accordance with this section, grant funds will be dispersed to the Implementing Agency on a reimbursement basis only. If the Implementing Agency requests payments on a reimbursement basis, the Implementing Agency may submit reports monthly to be reimbursed a monthly basis.

#### **SECTION 60. GRANT FUNDS RECOVERY AND INVOLUNTARY WITHHOLDINGS**

This interagency agreement is subject to the Illinois Grant Funds Recovery Act (30 ILCS 705/1 et. seq). The Implementing Agency certifies that it, and its sub-grantees and sub-contractors, are not presently subject to a grant funds recovery action under the Illinois Grant Funds Recovery Act (30 ILCS 705/1 et. seq) or an involuntary

Withholding by the State of Illinois or any other state. The Implementing Agency also certifies that a grant recovery action by any grantor, or an Involuntary Withholding action by the State of Illinois or any other state has not been initiated against it, or any of its sub-grantees and/or sub-contractors, within the past five (5) years.

The Implementing Agency shall notify the Authority if it or any of its sub-grantees and/or sub-contractors is currently the subject of a grant funds recovery action, has been the party to a grant funds recovery action in the past five (5) years, is currently subject to an Involuntary Withholding by the State of Illinois or by any other state, or has been subject to an Involuntary Withholding by the State of Illinois or by any other state within the past five (5) years. The Authority may terminate this agreement, at the Authority's sole discretion, if the Implementing Agency or any of its sub-grantees and/or sub-contractors is a party to a grant funds recovery action, has been a party to a grant funds recovery action within the past five (5) years, becomes a party to a grant funds recovery action, is subject to an Involuntary Withholding, has been the subject of an Involuntary Withholding within the past five (5) years, or becomes the subject of an Involuntary Withholding.

#### **SECTION 61. CRIMINAL CONVICTIONS**

The Implementing Agency certifies that its own and its sub-grantees' and its sub-contractors' board members, executive officers, directors, administrators, supervisors, managers, and financial officers and anyone holding such a position of authority have not been convicted of theft, fraud, or any other crime involving dishonesty within the past ten (10) years.

The Implementing Agency shall notify the Authority if any of its own or any of its sub-grantees' and/or its sub-contractors' board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority have been convicted of theft, fraud, or any other crime involving dishonesty within the past ten (10) years or become convicted of theft, fraud, or any other crime involving dishonesty. The Authority may terminate this agreement, at the Authority's sole discretion, if the Implementing Agency's or any of its sub-grantees' and/or its sub-contractors' board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority have been convicted of theft, fraud, or other crime of dishonesty within the past ten (10) years or become convicted of theft, fraud, or any crime involving dishonesty.

#### **SECTION 62. MANAGEMENT AND DISPOSITION OF EQUIPMENT AND COMMODITIES**

Equipment and commodities acquired by the Implementing Agency with Byrne/JAG funds shall be used for purposes of the program described in Exhibit A only. The Implementing Agency may retain the equipment and commodities acquired with agreement funds as long as they serve to accomplish program purposes, whether or not the program continues to be supported by Authority grant funds, but such determinations as to retention are within the sole discretion of the Authority. If the equipment or commodities originally purchased for the program are no longer capable of fulfilling the needs of the program and must be traded in or replaced, or there is no longer a need for the equipment or commodities, the Implementing Agency shall request instructions from the Authority.

The Authority may deny equipment and commodities costs or require that the Implementing Agency relinquish already purchased equipment and commodities to the Authority if the Implementing Agency fails to employ an adequate property management system governing the use, protection, and management of such property. The Implementing Agency is responsible for replacing or repairing equipment and commodities that are willfully or

negligently lost, stolen, damaged or destroyed. The Implementing Agency shall provide equivalent insurance coverage for grant funded equipment and commodities as provided for other equipment and commodities owned by the recipient. Any loss, damage or theft of equipment and commodities shall be investigated and fully documented, and immediately reported to the Authority.

If, for an item of equipment described in Exhibit B to be purchased with Byrne/JAG funds, the Implementing Agency does not have, at a minimum, a purchase order dated within 90 days after the start date of the agreement, the Implementing Agency shall submit a letter to the Authority explaining the delay in the purchase of equipment. The Authority may, in its discretion:

- A. Reduce the amount of Byrne/JAG funding;
- B. Cancel this agreement;
- C. Allow the Implementing Agency to reallocate the Byrne/JAG funds that were allocated for such equipment to other allowable Authority approved costs; or
- D. Extend the period to purchase this equipment past the 90-day period.

Equipment purchased using Byrne/JAG funds shall be made available for inspection during site visits, and upon request of the Implementing Agency as part of its grant monitoring and oversight responsibilities.

#### **SECTION 62.5 SPECIAL CONDITION FOR CONTRACTORS**

**(Applicable to independent contractors, not employees, of the Implementing Agency)**

If the contractor payment rate exceeds \$450 for an 8 hour day (exceeds \$56.25 per hour), the Implementing Agency must submit written justification for that payment rate for PRIOR Authority review and approval.

If the contractor payment rate is \$450 or less for an 8 hour day, the written justification must be maintained on-site by the Implementing Agency and made available for review and approval by the Authority during scheduled site visit(s). If a site visit is not scheduled during the period of performance of the grant program, the Implementing Agency may be required to submit this justification for Authority review and approval as directed by the Authority.

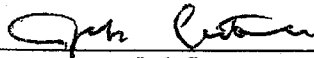
The written justification for these contractor payments must follow the Authority's required format, which the Authority will provide to the Implementing Agency.

In addition, the Implementing Agency must submit copies of all contracts over \$100,000 that it anticipates entering into with the selected contractors for Authority review and approval, PRIOR to their approval and execution by the Implementing Agency. Other contracts may be requested for review, at the discretion of the Authority.

SECTION 63. ACCEPTANCE & CERTIFICATION

The terms of this interagency agreement are hereby accepted, executed, and where applicable, certified and acknowledged, by the proper officers and officials of the parties hereto:

9/11/14  
SK

  
\_\_\_\_\_  
Jack Cutrone  
Executive Director  
Illinois Criminal Justice Information Authority

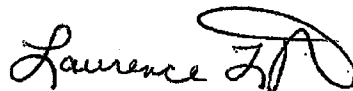
9/12/14  
\_\_\_\_\_  
Date

I, Toni Preckwinkle, County Board President, under oath, do hereby certify and acknowledge that :  
(1) all of the information in the grant agreement #412038 is true and correct to best of my knowledge, information and belief, (2) the grant funds shall be used only for the purposes described in the grant agreement #412038, and (3) the awarding of grant funds is conditioned upon the Authority's receipt of this certification.

  
\_\_\_\_\_  
Toni Preckwinkle  
County Board President  
Cook County

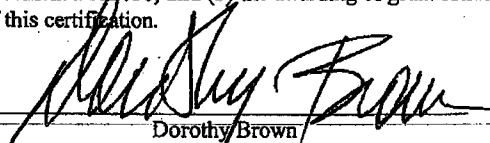
9/18/14  
\_\_\_\_\_  
Date

I, Lawrence L. Wilson, Comptroller, under oath, do hereby certify and acknowledge that : (1) all of the information in the grant agreement #412038 is true and correct to best of my knowledge, information and belief, (2) the grant funds shall be used only for the purposes described in the grant agreement #412038, and (3) the awarding of grant funds is conditioned upon the Authority's receipt of this certification.

  
\_\_\_\_\_  
Lawrence L. Wilson  
Comptroller  
Cook County

9/18/14  
\_\_\_\_\_  
Date

I, Dorothy Brown, Clerk of the Circuit Court, under oath, do hereby certify and acknowledge that :  
(1) all of the information in the grant agreement #412038 is true and correct to best of my knowledge, information and belief, (2) the grant funds shall be used only for the purposes described in the grant agreement #412038, and (3) the awarding of grant funds is conditioned upon the Authority's receipt of this certification.

  
\_\_\_\_\_  
Dorothy Brown  
Clerk of the Circuit Court  
Cook County

8/26/14  
\_\_\_\_\_  
Date

## COVER PAGE

<b>PROGRAM TITLE:</b>	Data Exchange CCICJIS Project
<b>AGREEMENT NUMBER:</b>	412038
<b>PREVIOUS AGREEMENT NUMBER(S):</b>	N/A
<b>ESTIMATED START DATE:</b>	July 1, 2014
<b>SOURCES OF PROGRAM FUNDING:</b>	
JAG FFY 12 Funds:	\$100,000.00
Matching Funds:	\$33,433.00
Over-Matching Funds:	\$0.00
<b>Total:</b>	\$133,433.00
<b>IMPLEMENTING AGENCY'S NAME:</b>	Cook County
<b>ADDRESS (This address must be the physical address that is registered with SAM and include nine digit zip code):</b>	69 West Washington Chicago, Illinois 60602-3134
<b>IMPLEMENTING AGENCY'S AUTHORIZED OFFICIAL:</b>	Toni Preckwinkle
<b>TITLE:</b>	County Board President
<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER:</b>	36-600644
<b>IMPLEMENTING AGENCY'S DUNS NUMBER:</b>	00-5525829
<b>IMPLEMENTING AGENCY'S SAM REGISTRATION EXPIRATION DATE:</b>	12/19/2015
<b>IMPLEMENTING AGENCY'S CAGE CODE:</b>	49W76
<b>IMPLEMENTING AGENCY'S FINANCIAL OFFICER:</b>	Lawrence L. Wilson
<b>TITLE:</b>	Comptroller
<b>TELEPHONE:</b>	312-603-5601
<b>PROGRAM AGENCY'S NAME:</b>	Office of the Clerk of the Circuit Court of Cook County
<b>PROGRAM AGENCY'S MAILING ADDRESS (If the same as above mark "N/A"):</b>	N/A
<b>PROGRAM AGENCY'S AUTHORIZED OFFICIAL:</b>	Dorothy Brown
<b>TITLE:</b>	Clerk of the Circuit Court of Cook County
<b>FISCAL CONTACT PERSON:</b>	Wasiu Fashina
<b>AGENCY:</b>	Office of the Clerk of the Circuit Court of Cook County
<b>TITLE:</b>	Chief Financial Officer/Comptroller

TELEPHONE:	312-603-5044
FAX:	312-603-3970
E-MAIL:	wzfashina@cookcountycourt.com
PROGRAM CONTACT PERSON:	Patricia McCreary
TITLE:	Grant Administration Manager
TELEPHONE:	312-603-7699
FAX:	312-603-5013
E-MAIL:	pymccreary@cookcountycourt.com
IMPLEMENTING AGENCY'S LEGISLATIVE DISTRICT (This must be based on the nine digit zip code listed above. The district can be located by using this link.)	Congressional District: 10th
PRIMARY AREA OF PERFORMANCE should be either the Program Agency's office or the location where a major activity is conducted. A street address does not need to be provided, but please list city, state and nine digit zip code.	Chicago, Illinois
PRIMARY AREA OF PERFORMANCE'S LEGISLATIVE DISTRICT (This must be based on the nine digit zip code listed above. The district can be located by using this link.)	Congressional District: 7th State Senate District: 3rd State Representative District: 6th
Question 1) Are more than 80% of the Program Agency's revenue from the federal government?	No
Question 2) Are the Program Agency's federal revenues more than \$25,000?	No
Question 3) Are the Program Agency's top five compensated officers' compensation not available through the Securities and Exchange Commission or the Internal Revenue Service?	Yes
If the answer to all of the three above questions is Yes, then please list the five highest compensated officers and their compensation:	
NAME	COMPENSATION
N/A	N/A

**Amendment #1 to Interagency Agreement #412038**

This amendment #1 to Agreement #412038 is entered into by the Illinois Criminal Justice Information Authority, with its offices at the, 300 West Adams, Suite 200, Chicago, Illinois 60606, hereinafter referred to as the "Authority," and the Cook County on behalf of the Clerk of the Circuit Court referred to as the "Implementing Agency", with its principal offices at 118 N. Clark RM 537, Chicago, Illinois 60602-1311 for implementation of the Data Exchange CCICJIS Project Manager Program and amends sections 2, 9 & 41 only with all other sections of Agreement #412038 dated September 12, 2014, being unchanged and incorporated by reference herein.

**SECTION 2. PERIOD OF PERFORMANCE AND COSTS INCURRED**

The period of performance of this agreement shall be from July 1, 2014 through September 30, 2016.

Costs incurred before the execution date of this agreement may be charged to this agreement if included in Exhibit B, incurred during the period of performance, and the Implementing Agency performed in accordance with the terms and conditions of this agreement.

The Authority shall not be responsible for costs incurred before or after the period of performance of this agreement.

**SECTION 9. OBLIGATIONAL LIMITATION - AVAILABILITY OF APPROPRIATION**

This agreement is contingent upon and subject to the availability of funds. The Authority, at its sole option, may terminate or suspend this agreement, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Authority's funding by reserving some or all of the Authority's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the Authority determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Implementing Entity will be notified in writing of the failure of appropriation or of a reduction or decrease.

**SECTION 41. TRANSPARENCY ACT COMPLIANCE**

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

a) To acquire and use a DUNS (Data Universal Numbering System) number. The DUNS number shall be procured from the System for Award Management (SAM) found online at [www.SAM.gov](http://www.SAM.gov).

Implementing Agency's DUNS Number: 005525829

b) To maintain a current registration in the System for Award Management (SAM) database. The Implementing Agency must update or renew their SAM registration at least once per year to maintain an active status. Information about registration procedures can be accessed at [www.sam.gov](http://www.sam.gov).

The Implementing Agency's SAM registration is valid until: 12/19/2015

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

*Cook County on behalf of the Clerk of the Circuit Court  
Data Exchange CCICJIS Project Manager  
Agreement #412038*

Implementing Agency's CAGE Code: 49W76

d) The Implementing Agency and Program Agency further agree that all agreements entered into with subgrantees or contractors, shall require compliance by the subgrantee or contractor with the Federal Funding Accountability and Transparency Act of 2006 and all requirements of 2 C.F.R. §33.200 including obtaining a DUNS number and maintaining registration with the CCR. The acquisition of a DUNS number and registration with the CCR database is not required of subgrantees and contractors who are individuals.

e) The Implementing Agency shall provide the Authority with completed "Addendums to Agreements" for all subgrantees and subcontractors. Copies of blank Addendums to the Agreement are available from your grant monitor.



**EXHIBIT B: BUDGET  
IDENTIFICATION OF SOURCES OF FUNDING**

**Implementing Agency: Clerk of the Circuit Court of Cook County  
Agreement #: 412038**

**SOURCE**

**AMOUNT**

**Federal/State Amount: JAG FFY 12 Subtotal: \$100,000**

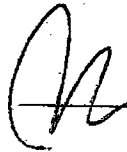
**Match: Cook County Subtotal: \$33,333**

**Over Match: Subtotal: \$0**

**GRAND TOTAL \$133,333**

SECTION 63. ACCEPTANCE & CERTIFICATION

The terms of this interagency agreement are hereby accepted, executed, and where applicable, certified and acknowledged, by the proper officers and officials of the parties hereto:

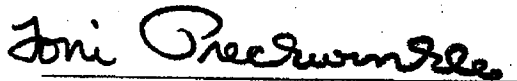


John Maki  
Executive Director  
Illinois Criminal Justice Information Authority

7/15/15  
Date

7/14/15  
SK

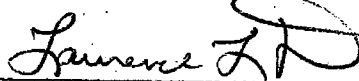
I, Toni Preckwinkle, County Board President, under oath, do hereby certify and acknowledge that: (1) all of the information in the Grant Agreement #412038 is true and correct to best of my knowledge, information and belief, (2) the grant funds shall be used only for the purposes described in the Grant Agreement #412038, and (3) the awarding of grant funds is conditioned upon the Authority's receipt of this certification.



Toni Preckwinkle  
County Board President  
Cook County

7/10/15  
Date

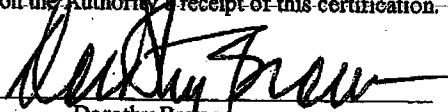
I, Lawrence L. Wilson, Comptroller, under oath, do hereby certify and acknowledge that: (1) all of the information in the Grant Agreement #412038 is true and correct to best of my knowledge, information and belief, (2) the grant funds shall be used only for the purposes described in the Grant Agreement #412038, and (3) the awarding of grant funds is conditioned upon the Authority's receipt of this certification.



Lawrence L. Wilson  
Comptroller  
Cook County

7/9/15  
Date

I, Dorothy Brown, Clerk of the Circuit Court, under oath, do hereby certify and acknowledge that: (1) all of the information in the Grant Agreement #412038 is true and correct to best of my knowledge, information and belief, (2) the grant funds shall be used only for the purposes described in the Grant Agreement #412038, and (3) the awarding of grant funds is conditioned upon the Authority's receipt of this certification.



Dorothy Brown  
Clerk of the Circuit Court  
Cook County

7/9/15  
Date

ATTACHMENT 1

City of Chicago Contract No. 27586

## Contract Summary Sheet

**Contract (PO) Number:** 27586

**Specification Number:** 66760

**Name of Contractor:** CROWE HORWATH LLP

**City Department:** DEPT OF INNOVATION & TECHNOLOGY

**Title of Contract:** RE-ISSUED NON-TARGET MARKET IT MASTER CONSULTING AGREEMENT- CATEGORY 1: APPLICATION DEVELOPMENT, SUPPORT AND ONGOING MAINTENANCE; CATEGORY 4: IT INFRASTRUCTURE DESIGN; AND CATEGORY 5: MANAGEMENT CONSULTING

**Term of Contract: Start Date:** 4/25/2014

**End Date:** 6/30/2019

**Dollar Amount of Contract (or maximum compensation if a Term Agreement) (DUR):**  
\$6,000,000.00

**Brief Description of Work:** RE-ISSUED NON-TARGET MARKET IT MASTER CONSULTING AGREEMENT- CATEGORY 1: APPLICATION DEVELOPMENT, SUPPORT AND ONGOING MAINTENANCE; CATEGORY 4 IT INFRASTRUCTURE DESIGN; AND CATEGORY 5. MANAGEMENT CONSULTING

**Procurement Services Contract Area:** PRO SERV CONSULTING \$250,000orABOVE

*Please refer to the DPS website for Contact information under "Doing Business With The City".*

**Vendor Number:** 1060639

**Submission Date:**

*April 25, 2014*

Specification Number: 66760  
Contract (PO) Number: 27586  
Vendor Code Number: 1060639

**PRE-QUALIFIED CONSULTANT POOL AGREEMENT**

**BETWEEN**

**THE CITY OF CHICAGO  
DEPARTMENT OF INNOVATION AND TECHNOLOGY**

**AND**

**CROWE HORWATH LLP**



**NON-TARGET MARKET  
INFORMATION TECHNOLOGY AND RELATED SERVICES FOR VARIOUS SCOPE  
CATEGORIES:**

- 1) APPLICATION DEVELOPMENT SUPPORT AND ONGOING MAINTENANCE**
- 4) IT INFRASTRUCTURE DESIGN**
- 5) MANAGEMENT CONSULTING**

**RAHM EMANUEL  
MAYOR**

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<b>EXHIBIT 5</b>	<b>LIST OF KEY PERSONNEL</b>
<b>EXHIBIT 6</b>	<b>CONTRACTUAL REQUIREMENTS RELATED TO HIPAA</b>



## **AGREEMENT**

This Agreement is entered into as of the Date of Execution, with all required signatures, by and between **CROWE HORWATH LLP** ("Consultant"), a corporation authorized to do business in Illinois, and the City of Chicago ("City"), a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through its **DEPARTMENT OF INNOVATION AND TECHNOLOGY** ("Department"), in Chicago, Illinois

### **BACKGROUND INFORMATION**

The City requires technology consulting services in the area of Application Development, Support and Ongoing Maintenance, IT Infrastructure Design, and Management Consulting. The City advertised and issued a Request for Qualifications ("RFQ") from consultants qualified to perform the Services.

The City evaluated the Consultant's response to the RFQ and found the Consultant to be capable of performing the Services in the area(s) specified on the cover page of this Agreement. The Consultant represents and warrants that it is qualified and competent to perform the Services and has the necessary expertise and knowledge to complete any Services assigned to it in accordance with this Agreement.

The City may, but is not obligated to, issue Task Order Requests within the scope of this Agreement. If the City does so, and the Consultant submits a Proposal that is accepted by the City, the rendering of Services will be in accordance with this Agreement and the Task Order issued pursuant to the Task Order Request and Proposal. The City is not obligated to issue any Task Order Requests nor to issue any Task Orders under this Agreement.

The Consultant warrants that it is ready, willing and able to perform as of the effective date of this Agreement to the full satisfaction of the City.

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

### **ARTICLE 1. INCORPORATION OF BACKGROUND INFORMATION**

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

### **ARTICLE 2. DEFINITIONS**

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

**"Acceptance"** shall mean the issuance of a letter by City indicating its acceptance of a Deliverable.

**"Acceptance Criteria"** shall have the meaning given such term in Section 4.01.

**"Acceptance Procedure"** shall have the meaning given such term in Section 4 02

**"Account Manager"** means the Key Employee of the Consultant who is assigned to the City upon execution of this Agreement and who is the primary contact for the City for all Requests for Service.

**"Agreement"** means this Pre-Qualified Consultant Pool Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms

**"Budget"** shall mean the accepted Cost Proposal for the Services to be provided by the Consultant as set forth in a Proposal submitted in response to a Task Order Request

**"Commissioner"** means the Commissioner of the City of Chicago, who is the chief executive of a participating City Department, and/or any representative duly authorized to act on his or her behalf

**"Chief Information Officer"** or **"CIO"** means the Chief Information Officer of the City of Chicago, who is the chief executive of the Department of Innovation and Technology, and/or any representative duly authorized to act on his behalf

**"Chief Procurement Officer"** or **"CPO"** means the Chief Procurement Officer of the City of Chicago, who is the chief executive of the Department of Procurement Services, and/or any representative duly authorized to act on his behalf

**"City"** means the City of Chicago

**"City Data"** shall mean all data submitted to Consultant by City in connection with any Task Order, including all data which includes images and electronic information related to City employees, City customers, projects, property, payroll, human resources, budget, purchasing, grants, projects and all financial data

**"Comptroller"** means the Comptroller of the City of Chicago, who is the chief executive of the Office of the City Comptroller also known as the Department of Finance, and/or any representative duly authorized to act on his behalf

**"Confidential Information"** of a party shall mean all confidential or proprietary information and documentation of such party, including with respect to the City, all City Data and other information of the City that is not permitted to be disclosed to third parties under local laws and regulations

**"Consents"** shall mean all consents, approvals, authorizations, notices, requests, and acknowledgments that are necessary to allow the (a) City to use the Deliverables, (b) Consultant to perform the Services, and (c) Consultant to assign to the City all rights and title in the Deliverables

**"Consultant"** means Crowe Horwath LLP.

**"Cost Proposal"** means a cost Proposal prepared by the Consultant in response to a Task Order Request. An accepted Cost Proposal will be the Budget for the project

**"Deliverables"** shall mean those tangibles to be provided by the Consultant as described in Section 3 01(C)

**"Department"** means the Department of Innovation and Technology (DoIT) or other participating City Departments

**"Documentation"** shall mean all documentation, written materials, work papers, configurations, manuals, and other work product prepared by or on behalf of the Consultant, its Sub Consultants or agents in connection with providing the Services

**"Fully-Loaded Hourly Rates"** shall mean that hourly rate, by particular type of worker, which includes all expenses of the Consultant except for the direct costs specifically set forth in a Task Order

**"Key Personnel"** shall mean those positions and job titles and the persons assigned to those positions and job titles in accordance with the provisions of Section 3 03(B) of this Agreement.

**"Notice-to-Proceed"** means a written acceptance of a Proposal by both the CIO and CPO and direction to commence Services under a Task Order

**"Project Documents"** means this Agreement, the Request for Service, the Task Order and any attachments to them

**"Project Manager"** means the Consultant's staff member indicated on each Proposal as the person who will direct and coordinate the execution of the Task Order and who will be the primary contact with the Department

**"Proposal"** means the detailed description of the Services to be provided by the Consultant in a response to a Task Order Request issued in accordance with Section 3 01(B) Unless otherwise indicated, references to Proposal will be deemed to include the applicable Cost Proposal

**"Provided Resources"** has the meaning given in Section 3 02(A)(5)

**"RFQ"** shall mean that certain Request for Qualifications for Information Technology and Related Services for Various Scope Categories for the Department of Innovation and Technology

**"Risk Management Office"** means the Risk Management Office in the City's Department of Finance which is under the direction of the Comptroller of the City and is charged with reviewing and analyzing insurance and related liability matters for the City

**"Services"** means, collectively, the services, duties and responsibilities described in the Project Documents and any and all work necessary to complete them or carry them out fully as required.

**"Sub Consultant"** means any person or entity with whom the Consultant contracts to provide any part of the Services The term Sub Consultant also includes Sub Consultants of any tier, suppliers and material men, whether or not in privity with the Consultant

**"Task Order"** means an approved Proposal, as modified by negotiation between the City and

Consultant, signed by the CPO and issued pursuant to the Task Order procedures set forth in Section 3 01B

**"Task Order Request" or "TOR"** means a written request from the CIO and the CPO for Consultants to prepare and submit a Proposal, including Cost Proposal for Services relating to a specific project, issued pursuant to the Task Order procedures set forth in Section 3 01B

**"Warranty Period"** means the one year period following Acceptance, unless otherwise specified in the Project Documents.

**"Work Product"** shall include all finished and unfinished originals or copies (when originals are unavailable) of documents, screens, reports, writings, procedural manuals, forms, source and object code, work flow charts, methods, processes, data studies, plans, designs, transformed data, briefs, drawings, maps, models, photographs, files, records, computer printouts, estimates, memoranda, interfaces, computation, papers, supplies, notes, recordings, videotapes, pictorial reproductions, designs or other graphic representations, equipment descriptions, and other materials prepared by the Consultant under this Agreement

## **2.01 Incorporation of Exhibits**

The following attached Exhibits are made a part of this Agreement

Exhibit 1	Scope of Services and Compensation Schedule
Exhibit 2	Insurance Requirements and Evidence of Insurance
Exhibit 3	Task Order Contract Special Conditions Regarding Minority Business Enterprise Commitment and Women's Business Enterprise Commitment
Exhibit 4	Online Economic Disclosure Statement and Affidavit, Certificate of Filing
Exhibit 5	List of Key Personnel
Exhibit 6	Contractual Requirements Related to HIPAA

## **ARTICLE 3. DUTIES AND RESPONSIBILITIES OF CONSULTANT**

### **3.01 Scope of Services**

#### **A. General**

The type of Services which the Consultant may be requested to provide under this Agreement are those described in this Article 3 and Exhibit 1, which is attached to this Agreement and incorporated by reference as if fully set forth here, and all tasks necessary to complete such Services. The Consultant must provide Services in accordance with the standards of performance set forth in Section 3 02

The Consultant is acting as an independent Consultant in performing under this Agreement and nothing in this Agreement is intended or should be construed as in any way creating or establishing the relationship of partners or joint venturers between the City and the Consultant, or as constituting the Consultant or any officer, owner, employee or agent of the Consultant as an agent, representative or

employee of the City for any purpose or in any manner whatsoever

## **B. Task Order Requests**

### **1     Task Order Requests**

(a) From time to time the CIO and the CPO may issue Task Order Requests which are within the scope of this Pre-Qualified Consultant Pool Agreement. Task Order Requests, if any, will set forth the project for which Services are to be performed pursuant to the proposed Task Order and a desired completion date. Consultant must respond by proposing a time schedule, Budget, Deliverables, list of key personnel, and MBE/WBE involvement, all of which conform to the terms of the TOR and the terms and conditions of the Pre-Qualified Consultant Pool Agreement. Consultant must not respond to any TOR not approved in writing and signed by the Commissioner and the Chief Information Officer or designee and/or not within the scope of service for the category awarded in the Pre-Qualified Consultant Pool Agreement. Costs associated with the preparation of Task Order Proposals are not compensable under the Pre-Qualified Consultant Pool Agreement and the City is not liable for any additional costs.

In the event that a project is funded in whole or part with state or federal funds, the Task Order Request may also set forth additional conditions required by the particular source of funds and such additional conditions will become part of this Agreement with respect to that specific project. By accepting a Proposal in response to a particular Task Order Request, this Agreement will be deemed to have been amended to include such special conditions pursuant to Section 12.03 but with respect to that project only. The Consultant will not respond to Task Order Requests which are not within the scope of this Agreement.

Following Consultant's submission of a Proposal in response to the TOR, the Commissioner, the Chief Information Officer and the Chief Procurement Officer will review the Task Order Proposal and may elect to approve it, reject it, or use it as a basis for further negotiations with the Consultant regarding the scope or fee of the project and the project completion date. If the City and the Consultant negotiate the scope or fee of the project and the project completion date, the Consultant must submit a signed revised Task Order Proposal (based upon such negotiations) to the City for approval.

All Task Orders are subject to the approval of the Chief Procurement Officer and no Task Order will become binding upon the City until it is approved, in writing, by the Chief Procurement Officer and Chief Information Officer. Absent approval of a Task Order by the Chief Procurement Officer and Chief Information Officer, the City will not be obligated to pay or have any liability, under any theory of recovery (whether under the Agreement, at law or in equity), to Consultant for any Services provided by Consultant pursuant to a Task Order, or otherwise.

(b) The Task Order Request under this Agreement will fall into two basic categories: (1) Task Order Requests for Advice ("Advice TOR"), and (2) Task Order Requests for Results ("Results TOR"). Advice TOR will ask the Consultant to provide professional consulting services, advise and assist the City. Results TOR will ask the Consultant to complete or implement a project or task for the City, such that contract conformity will be measured by the achievement of acceptance criteria and functional specifications. All Task Order Request will specify Advice or Results type.

(c) The Consultant acknowledges and agrees that the City is under no obligation to issue any Task Order Requests to the Consultant, that the level of Services requested may vary by project, and that the City has entered into similar agreements with other Consultants and, in the CPO's sole discretion, the City may issue a Task Order Request to only one consultant or may issue the same Task Order Request to more than one consultant in order to obtain competitive Proposals

## 2 Proposals

(a) The Consultant will respond to a Task Order Request by submitting a Proposal to the Commissioner and the Chief Information Officer which describes the Consultant's approach and plan for performing those Services and contains a time schedule for completion of Services, Deliverables to be provided and a schedule for delivery, a staffing schedule, and a Cost Proposal, all of which conform to the terms of the Task Order Request and the terms and conditions of this Agreement. Proposals will constitute irrevocable offers for a period of 60 calendar days after receipt by the City. Any and all costs associated with the preparation of Proposals will not be a reimbursable cost under this Agreement.

(b) Proposals satisfactory to the Commissioner must be accepted on behalf of the City by the CPO before binding the City and Consultant. The City's acceptance will be demonstrated by a Notice-to-Proceed and a Task Order, issued pursuant to the Task Order procedures set forth in Section 3.01B. The Consultant will not commence Services, and the City will not be liable for any costs incurred by or payments to the Consultant, without a Notice-to-Proceed so executed. All approved Proposals will be governed by the terms and conditions of the Project Documents. The Project Documents will be interpreted in the following order of precedence: the terms of this Agreement, Task Order Request, and Task Order (approved Proposal).

Notwithstanding anything to the contrary contained in this Agreement, if any Task Order contains terms that are inconsistent or conflict with this Agreement, or shift the risk allocation contemplated in this Agreement, such Task Order must be treated as an amendment pursuant to Section 12.03. Further, it is contemplated that each Task Order will include scopes of services setting forth the obligations of the Consultant under that Task Order, but the parties recognize that, depending upon the nature of the scope of services, the terms and conditions in this Agreement may not be appropriate for the undertaking contemplated by the Task Order. Therefore, any project for which the terms of this Agreement are deficient as a business and/or legal matter, such as, without limitation, deficient risk allocation provisions or licensing provisions given the nature of the project, must be done by amendment pursuant to Section 12.03.

(c) The Consultant acknowledges and agrees that the City either may select from among those Proposals submitted in response to a Task Order Request that Proposal which is in the best interests of the City or may reject any and all Proposals submitted in response to a Task Order Request. The Consultant further acknowledges and agrees that this Agreement and any Task Order may be subject to approval by other governmental agencies and that, if such approval is required, the Consultant will perform no Services relating to a Proposal until such approval is obtained.

3. Deadlines for Submittal of Proposals Proposals will be submitted to the Commissioner no later than the date set forth in the Task Order Request and if no date is specified then no later than 15 business days following Consultant's receipt of the Task Order Request. Failure to provide a Proposal on a

timely basis may result in rejection of the Proposal

4 Negotiation Possible The City reserves the right, at its option, either to accept a Proposal as submitted by the Consultant, reject the Proposal, or to negotiate a more satisfactory Proposal with one or more Consultants

5 Notice to Proceed

Consultant will commence its Services immediately upon receipt of an executed Notice to Proceed issued by the Chief Procurement Officer and Chief Information Officer or their authorized designee

**C. Deliverables**

1 City Approval Required In carrying out Services, the Consultant must prepare or provide Deliverables. Deliverables, include but are not limited to various written studies, procedural manuals, forms, source and object code, work flow charts, methods, processes, plans, designs, transformed data, data studies, interfaces, briefs, drawings, maps, models, photographs, files, records, computer printouts, estimates, memoranda, computation, papers, supplies, notes, recordings, videotapes, pictorial reproductions, designs or other graphic representations, equipment descriptions, and other materials prepared by the Consultant under this Agreement. The City reserves the right to reject any and all Deliverables which in the sole judgment of the City do not adequately represent the intended level of completion or standard of performance, do not include relevant information or data, do not comply with federal, state, or local reporting requirements, or do not include all documents which are specified in this Agreement or the applicable Proposal or which are reasonably necessary for the purposes for which the City made this Agreement with Consultant or for which the City intends to use the Deliverables.

2 Partial Deliverables Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the Commissioner. Such Deliverables may not be considered as satisfying the requirements of this Agreement. Partial or incomplete Deliverables will in no way relieve Consultant of its commitments hereunder. Deliverables shall not include any work product or intellectual property that existed prior to this Agreement or is created for the general use of Consultant with clients and is not specifically created for the City.

**D. Meetings and Project Meetings**

The Consultant will meet regularly with the CIO or designee to discuss matters relating to outstanding Projects. In addition, at the CIO's request, the Consultant must attend other meetings with the City or other interested parties designated by the CIO. The CIO reserves the right to require the Consultant to track time and report progress performing Services in a format prescribed by the CIO upon written notice by the CIO.

**3.02 Standard of Performance**

**A. General**

1 Professional and Fiduciary The Consultant will perform all Services required of it under this Agreement with that degree of skill and care normally shown by a professional performing Services of

a comparable nature and scope With respect to the Consultant's duties to the City, the Consultant will be deemed to be acting in a fiduciary capacity for the City and will be held to a fiduciary standard in performing its Services Nothing contained in this Section, however, shall be construed to relieve Consultant of its obligations pertaining to a Proposal and a Task Order as set forth in Sections 3 01(B)(2) and 3 02(A)(2)

2. Satisfactory Performance The Consultant will perform or cause to be performed all Services required by the Agreement in accordance with the terms and conditions of this Agreement, in accordance with any federal, state and local laws, statutes, ordinances, regulations and standards applicable to this Agreement, and to the satisfaction of the Commissioner The Consultant must at all times act in the best interests of the City consistent with the professional and fiduciary obligations assumed by it in entering into this Agreement and will assure timely and satisfactory rendering and completion of its Services, including but not limited to Deliverables

3 Qualified Personnel The Consultant must assure that all Services which require the exercise of professional skills or judgment must be accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law The Consultant covenants with the City to furnish its best professional expertise and judgment in furthering the City's interests

4. Efficiency The Consultant agrees to furnish efficient business administration and supervision to render and complete the Services at reasonable cost, if furnished on a time and material basis

5 Compatibility and Integration The Consultant must ensure that the Services, Deliverables, and other resources and materials (collectively, the "Provided Resources") that are provided by the Consultant to the City, incorporated by Consultant, or approved or recommended by Consultant for use by the City in connection with Services rendered via approved Task Orders, be fully compatible with, and must not materially and adversely affect, or be materially and adversely affected by each other or the other hardware, software, equipment, network components, systems, services and other resources that are owned or leased by, or licensed to the City, as of the Effective Date of the approved Task Order (collectively, City Resources") At all times, Consultant must cooperate and work as requested with the other services providers of the City to coordinate the development and the provision of Services with the services and systems of such other service providers

Such coordination shall include (i) facilitating with such other relevant service providers the timely resolution of all problems that may arise and impact the Services, regardless of the actual or suspected root-cause of such problems, and using all commercially reasonable efforts to obtain and maintain the active participation, cooperation, and involvement of such other services providers as is required for such problem resolution, (ii) providing information concerning any of all of the Provided Resources or the data, computing environment, and technology direction used in implementing and providing the Services, (iii) working with the City's other service providers in the implementation and integration of the Services with the City Resources in City's environment and the integration and interfacing of the services of such other service providers with the Services; (iv) providing reasonable access to and use of the Provided Resources, and (v) performing other reasonably necessary tasks in connection with the Services in order to accomplish the foregoing activities described in this sentence In the event of any dispute between the parties as to whether a particular service or function falls within the scope of services to be provided by the City's third-party providers (or by the City itself), or within the scope of Services to be provided by the Consultant, such particular service or function shall be considered



to be a part of the Services hereunder if it is consistent with, and reasonably inferable to be within, the scope of Consultant's work, as set forth in this Agreement, and it more reasonably would be associated with the scope for Consultant's work than with the scope of the services to be provided by such other service providers

## **B. Cooperation**

The Consultant will at all times cooperate fully with the City, its agents, employees, consultants, and Sub Consultants, any other parties providing services with respect to this Agreement, and any interested governmental agency. The Consultant will at all times act in the City's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, the Consultant will make every effort to assure an orderly transition to another provider of the Services, if any, an orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period, and will otherwise comply with the reasonable requests and requirements of the Commissioner in connection with the termination or expiration.

## **C. Failure to Comply**

If Consultant fails to comply with the above standards, Consultant will perform again, at its own expense, any and all Services required to be performed again as a direct or indirect result of such failure. The duty to perform again is in addition to and not a limitation on any other remedies available to the City under this Agreement, at law, or in equity.

## **D. Related Services**

The parties have attempted to delineate in this Agreement and its Exhibits, and will attempt to delineate in each Task Order, the specific tasks, activities, and Services that will be performed by Consultant, and the specific Deliverables that will be provided by Consultant, in the Project. Nevertheless, and notwithstanding anything to the contrary herein, the parties acknowledge and agree that no such delineation may possibly be entirely exhaustive or complete and that all such delineations will be interpreted as illustrations of the general types and natures of Services and Deliverables that are to be provided by Consultant, rather than as complete and exhaustive lists of such Services and Deliverables. Notwithstanding anything to the contrary elsewhere in this Agreement or in any Task Order, the parties agree that the Services to be performed by Consultant with respect to any Project as a whole shall be deemed to include not only such delineated tasks, activities, responsibilities and services, but also such other tasks, activities, responsibilities, and services as are consistent with and reasonably related to those that are so delineated and are otherwise necessary to provide City with the requirements of this Agreement.

### **3.03 Personnel**

#### **A. Adequate Staffing**

The Consultant will, immediately upon receiving a fully executed copy of this Agreement, assign during the term of this Agreement and any extension of it an Account Manager who will be the Consultant's designated person to receive Task Order Requests and to submit Proposals. If assigned a Project, the Consultant will, immediately upon receiving a fully executed Task Order, assign during the

term of the Project and any extension of it, an adequate staff of competent personnel which is fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. The Consultant will identify such personnel and their positions in a staffing schedule which will be included in each Proposal.

## **B. Key Personnel**

1 Minimum Requirements The Consultant's Key Personnel under this Agreement will consist of an Account Manager who will be the contact person for the City and such other personnel as may be named for specific projects in the respective Proposal (see Exhibit 5 for the list of Key Personnel). Changes in the assignment of committed key personnel due to commitments not related to this Agreement are prohibited without the Commissioner's approval. Key personnel may also include other critical members of the project as specified in the Proposal.

2 No Substitutions The Consultant will not reassign or replace Key Personnel without the written consent of the Commissioner which consent will not be unreasonably withheld. The CPO may at any time in writing notify the Consultant that the City will no longer accept performance of Services under this Agreement by one or more Key Personnel. Upon such notice the Consultant will immediately cease to assign that person or those persons to perform the Services and will replace him or them with personnel qualified to perform the function and acceptable to the Commissioner.

If any Key Personnel furnished by the Consultant to perform Services under this Agreement are unable to continue in the performance of assigned duties for reasons beyond the Consultant's control, the Consultant shall promptly notify the City, explaining the circumstances. Within 10 days of notification by either party of the need to replace Key Personnel, the Consultant must furnish to the City the name of the substitute person and any other information the City may require. If the City does not approve such substitute person, the Consultant must propose another substitute person within 5 days. Such 5-day cycle will be repeated for a reasonable period until a proposed replacement has been approved by the City or the City has declared an Event of Default.

## **C. Conduct on City's Premises**

Consultant must exercise due care and diligence to prevent any injury to persons or damage to property while on the City's premises. The operation of vehicles by and Consultant personnel on City's property must conform to posted and other regulations and safe driving practices. Vehicular accidents on City's property and involving any Consultant personnel must be reported promptly to the appropriate City personnel. Consultant covenants that it and its SubConsultants, and their respective employees, agents and representatives (including all Consultant personnel), shall at all times comply with, and shall at no time take action that results in the City being in violation of, any federal, state, local law, ordinance, regulation, or rule, including those regarding use or possession of contraband and those regarding confidentiality, privacy, security, or exportation.

## **D. Salaries and Wages**

The Consultant must pay, and cause each of its Sub Consultants to pay, salaries and wages due to all employees of the Consultant and its Sub Consultants, respectively, performing Services under this

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

### **3.04 Minority and Women Business Enterprises**

In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the minority and women's business enterprise commitment requirements of the Municipal Code of Chicago (**Municipal Code**), 2-92-420 *et seq* (1990), except to the extent waived by the Chief Procurement Officer and the Special Conditions Regarding MBE/WBE Commitment for Task Order Contracts set forth in Exhibit 3.

Consultant will provide a fully executed Schedule D-3 with each Task Order Proposal which indicates the individual M/WBE percentage goals established for each specific project at the Task Order level. A separate Schedule C-3 for each proposed M/WBE Sub Consultant will also be required at the Task Order level, and will become a part of the Project Documents upon acceptance by the Commissioner and CPO. The City reserves the rights to require replacement of any proposed M/WBE that is not certified by the City of Chicago and/or increase or decrease the M/WBE compliance participation based on the available pool of City of Chicago certified Minority and Women owned businesses.

### **3.05 Ownership of Documents**

All Deliverables, data, findings or information in any form prepared, assembled or encountered by or provided to Consultant under this Agreement are property of the City, including, as further described in Section 3.06 below, all copyrights inherent in them or their preparation. During performance of its Services, Consultant is responsible for any loss or damage to the Deliverables, data, findings or information while in Consultant's or any Sub Consultant's possession. Any such lost or damaged Deliverables, data, findings or information must be restored at the expense of Consultant. If not restorable, Consultant must bear the cost of replacement and of any loss suffered by the City on account of the destruction, as provided in Section 9.02.

### **3.06 Copyright Ownership**

Consultant and the City intend that, to the extent permitted by law, the Deliverables to be produced by Consultant at the City's instance and expense under this Agreement are conclusively deemed "**works made for hire**" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. '101 *et seq*, and that the City will be the sole copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist, and of all rights to apply for copyright registration or prosecute any claim of infringement.

To the extent that any Deliverable does not qualify as a "work made for hire," Consultant hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the City, 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 City under this Agreement, and all goodwill relating to them, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will, and will cause all of its Sub Consultants, employees, agents and other persons within its control to, execute all documents and perform all acts that the City may reasonably request in order to assist the City in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the City. Consultant warrants to the City, 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 and will not assign any copyrights and that it has not granted and will not grant any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants that the Deliverables are complete, entire and comprehensive, and that the Deliverables constitute a work of original authorship.

### **3.07 Records and Audits**

#### **A. Records**

(1) Consultant must deliver or cause to be delivered to the City all documents, including all Deliverables prepared for the City under the terms of this Agreement, promptly in accordance with the time limits prescribed in this Agreement, and if no time limit is specified, then upon reasonable demand for them or upon termination or completion of the Services under this Agreement. If Consultant fails to make such delivery upon demand, then Consultant must pay to the City any damages the City may sustain by reason of Consultant's failure.

(2) Consultant must maintain any such records including Deliverables not delivered to the City or demanded by the City for a period of 5 years after the final payment made in connection with this Agreement. Consultant must not dispose of such documents following the expiration of this period without notification of and written approval from the City in accordance with Article 13.

#### **B. Audits**

(1) Consultant and any of Consultant's Sub Consultants must furnish the Department with all information that may be requested pertaining to the performance and cost of the Services. Consultant must maintain records showing actual time devoted and costs incurred. Consultant must keep books, documents, papers, records and accounts in connection with the Services open to audit, inspection, copying, abstracting and transcription and must make these records available to the City and any other interested governmental agency, at reasonable times during the performance of its Services.

(2) To the extent that Consultant conducts any business operations separate and apart from the Services required under this Agreement using, for example, personnel, equipment, supplies or facilities also used in connection with this Agreement, then Consultant must maintain and make similarly available to the City detailed records supporting Consultant's allocation to this

Agreement of the costs and expenses attributable to any such shared usages

(3) Consultant must maintain its books, records, documents and other evidence and adopt accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for or in connection with the performance of this Agreement. This system of accounting must be in accordance with generally accepted accounting principles and practices, consistently applied throughout.

(4) No provision in this Agreement granting the City a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents which the City would have had in the absence of such provisions.

(5) The City may in its sole discretion audit the records of Consultant or its Sub Consultants, or both, at any time during the term of this Agreement or within five years after the Agreement ends, in connection with the goods, work, or Services provided under this Agreement. Each calendar year or partial calendar year is considered an "audited period." If, as a result of any such audit, it is determined that Consultant or any of its Sub Consultants has overcharged the City in the audited period, the City will notify Consultant. Consultant must then promptly reimburse the City for any amounts the City has paid Consultant due to the overcharges and also some or all of the cost of the audit, as follows:

- (a) If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the Agreement prices, of the goods, work, or Services provided in the audited period, then the Consultant must reimburse the City for 50% of the cost of the audit and 50% of the cost of each subsequent audit that the City conducts,
- (b) If, however, the audit has revealed overcharges to the City representing 5% or more of the total value, based on the Agreement prices, of the goods, work, or Services provided in the audited period, then Consultant must reimburse the City for the full cost of the audit and of each subsequent audit.

Failure of Consultant to reimburse the City in accordance with subsection (a) or (b) above is an event of default under Section 11.01 of this Agreement, and Consultant will be liable for all of the City's costs of collection, including any court costs and attorneys' fees.

### **3.08 Subcontracts and Assignments**

**A.** Consultant must not assign, delegate or otherwise transfer all or any part of its rights or obligations under this Agreement. (i) unless otherwise provided for elsewhere in this Agreement, or (ii) without the express written consent of the CPO and the Commissioner. The absence of such a provision or written consent voids the attempted assignment, delegation or transfer and is of no effect as to the Services or this Agreement. No approvals given by the CPO, including approvals for the use of any Sub Consultants, operate to relieve Consultant of any of its obligations or liabilities under this Agreement.

**B.** All Sub Consultants are subject to the prior approval of the CPO. Approval for the use of

any Sub Consultant in performance of the Services is conditioned upon performance by the Sub Consultant in accordance with the terms and conditions of this Agreement. If any Sub Consultant fails to perform the Services in accordance with the terms and conditions of this Agreement to the satisfaction of the Commissioner, the City has the absolute right upon written notification to immediately rescind approval and to require the performance of this Agreement by Consultant personally or through any other City-approved Sub Consultant. Any approval for the use of Sub Consultants in the performance of the Services under this Agreement under no circumstances operates to relieve Consultant of any of its obligations or liabilities under this Agreement.

C. Consultant, upon entering into any agreement with a Sub Consultant, must furnish upon request of the CPO or the Department a copy of its agreement. Consultant must ensure that all subcontracts contain provisions that require the Services be performed in strict accordance with the requirements of this Agreement, provide that the Sub Consultants are subject to all the terms of this Agreement and are subject to the approval of the Commissioner and the CPO. If the agreements do not prejudice any of the City's rights under this Agreement, such agreements may contain different provisions than are provided in this Agreement with respect to extensions of schedule, time of completion, payments, guarantees and matters not affecting the quality of the Services.

D. Consultant must not transfer or assign any funds or claims due or to become due under this Agreement without the prior written approval of the CPO. The attempted transfer or assignment of any funds, either in whole or in part, or any interest in them, which are due or to become due to Consultant under this Agreement, without such prior written approval, has no effect upon the City.

E. Under § 2-92-245 of the Municipal Code, the CPO may make direct payments to Sub Consultants for Services performed under this Agreement. Any such payment has the same effect as if the City had paid Consultant that amount directly. Such payment by the City to Consultant's Sub Consultant under no circumstances operates to relieve Consultant of any of its obligations or liabilities under this Agreement. This section is solely for the benefit of the City and does not grant any third party beneficiary rights.

F. The City reserves the right to assign or otherwise transfer all or any part of its interests under this Agreement to any successor.

### **3.09 Confidentiality**

A. All Deliverables and reports, data, findings or information in any form prepared, assembled or encountered by or provided by Consultant under this Agreement are property of the City and are confidential, except as specifically authorized in this Agreement or as may be required by law. Consultant must not allow the Deliverables to be made available to any other individual or organization without the prior written consent of the City. Further, all documents and other information provided to Consultant by the City are confidential and must not be made available to any other individual or organization without the prior written consent of the City. Consultant must implement such measures as may be necessary to ensure that its staff and its Sub Consultants are bound by the confidentiality provisions in this Agreement. If any of the foregoing requires the disclosures of any proprietary information or Confidential Information of Consultant to any third party, such third party shall be required to enter into a reasonable confidentiality agreement with the City, with terms substantially equivalent to those of this

Agreement regarding the protection of confidential Information

B. Consultant must not issue any publicity news releases or grant press interviews, and except as may be required by law during or after the performance of this Agreement, disseminate any information regarding its Services or the project to which the Services pertain without the prior written consent of the Commissioner

C. If Consultant is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any records, data or documents which may be in Consultant's possession by reason of this Agreement, Consultant must immediately give notice to the Commissioner and the Corporation Counsel for the City with the understanding that the City will have the opportunity to contest such process by any means available to it before the records, data or documents are submitted to a court or other third party. Consultant, however, is not obligated to withhold the delivery beyond the time ordered by a court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended

D. HIPPA and AIDS Confidentiality Act To the extent not defined here the capitalized terms below and in Exhibit 6 will have the meaning as set forth in the Health Insurance Portability and Accountability Act (Act). See 45 CFR parts 160, 162, and 164. Consultant and all its subConsultants must comply with the Act and all rules and regulations applicable to it including the Privacy Rule, which sets forth the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164 subparts A and E the Standards for Electronic Transaction, which are located at 45 CFR parts 160 and 162 and the Security Standards, which are located at 45 CFR parts 160, 162 and 164. Consultant must also comply with the Illinois AIDS Confidentiality Act (410 ILCS 305/1 through 16) and the rules and regulations of the Illinois Department of Public Health promulgated under it. If Consultant fails to comply with the applicable provision under the ACT or the Illinois AIDS Confidentiality Act, such failure will constitute an event of default under this Agreement for which no opportunity for cure will be provided

Additionally, if Consultant is a Business Associate it must comply with all requirements of the Act applicable to Business Associates including the provision contained in Exhibit 6.

### 3.10 City's Policies and Procedures

Consultant covenants that it, the Consultant personnel, Sub Consultants of Consultant and their respective employees, and all other agents and representatives of Consultant or its Sub Consultants, shall at all times comply with and abide by all policies and procedures of City (as such may exist or be revised or established by City from time to time) that reasonably pertain to Consultant in connection with Consultant's performance hereunder, including all such policies that pertain to conduct on City's premises, use or possession of contraband, or the access to, or security and confidentiality of, City's information technology, data, or resources, or related systems, networks, equipment, property, or facilities. No such policies shall override the express provisions of this Agreement relating to ownership of Consultant's proprietary information. Written copies of such policies and procedures shall be provided to Consultant by City upon request. Prior to performing Services hereunder, each of the Consultant personnel who will have access to City's data, software, or Confidential Information shall execute City's standard form confidentiality agreements. Consultant shall issue to each Consultant personnel appropriate access

mechanisms (e.g., access IDs, passwords, and access cards), which mechanisms shall be used only by the specific individuals to whom issued. Consultant shall provide each Consultant personnel with only the level of access that is appropriate and required to perform the tasks and functions for which such person is responsible. Consultant shall, from time to time, and promptly upon City's request, provide City with an updated list of those Consultant personnel who have the highest level of access to City's systems, software and data. Consultant shall maintain and ensure the confidentiality and security of City's information systems, networks, software and data in accordance with the terms of this Agreement, and shall, in any event, treat all such materials with a level of security at least equivalent to that then being maintained by (i) City with respect to such materials, and (ii) Consultant with respect to its own similar systems and data. Consultant shall cooperate with City in ensuring Consultant's compliance with the policies and procedures described in this Section 3.10, and any violations or disregard of such policies or procedures shall, in addition to all other available rights and remedies of City, be cause for denial of access or use by the applicable Consultant personnel to City's information systems, networks, equipment, property and facilities.

#### **ARTICLE 4. RESULTS TOR ACCEPTANCE TESTING CRITERIA AND PROCEDURES**

##### **4.01 Development of Acceptance Test**

Each Task Order Request will contain functional specifications and a general statement of acceptance criteria for the Deliverables ("General Acceptance Criteria"). After reviewing the Proposal, and prior to issuing the Notice-to-Proceed, the City will propose a detailed, comprehensive set of acceptance criteria for each Deliverable designed to objectively verify the performance of each Deliverable or the Deliverables as whole ("Detailed Acceptance Criteria"). The City and the Consultant will mutually agree upon the Detailed Acceptance Criteria. The Detailed Acceptance Criteria will be contained in the Project Documents. As used here, the term "Acceptance Criteria" refers to the General Acceptance Criteria until the parties agree on the Detailed Acceptance Criteria and thereafter shall refer to the General Acceptance Criteria and the Detailed Acceptance Criteria, collectively.

##### **4.02. Acceptance Procedures**

A Upon issuing a Notice-to-Proceed, the City will propose and the Consultant shall agree in writing on detailed, comprehensive acceptance procedures for the Deliverables ("Acceptance Procedures"). The Acceptance Procedures must include the provisions of this Section 4.02. Each submittal of a Deliverable by Consultant shall be accompanied by a written certificate from the Consultant that such Deliverable has met its Acceptance Criteria ("Completion Certificate"). Upon delivery of the Completion Certificate, the Consultant shall also provide a complete copy of the Deliverable to the City.

B At the City's request, the Consultant will demonstrate to the City how the Deliverable meets or satisfies its Acceptance Criteria. The Consultant will conduct any additional review and/or testing of a Deliverable that the City requests in order to verify to its satisfaction that the Deliverable meets or satisfies the Acceptance Criteria. If the City determines that any submitted Deliverable does not perform the requirements specified by such Deliverable's Acceptance Criteria, the City will provide the Consultant with written notice specifying the identified failures. The Consultant must cure as promptly as possible any such failures and deficiencies and will apply necessary resources to perform such cure. After completing such cure, the Consultant must resubmit the Deliverable for review testing and must resubmit



the Deliverable to the City along with a Completion Certificate. Disputes regarding claimed failures and deficiencies will be resolved pursuant to the disputes provision of Article 10.

## **ARTICLE 5. DURATION OF AGREEMENT**

### **5.01 Term of Performance**

This Agreement will take effect from the date of execution for a period of six (6) years or until the Agreement is terminated in accordance with its terms, whichever occurs first.

### **5.02 Timeliness of Performance**

(A) Consultant must provide the Services and Deliverables within the time limits required under any Task Order pursuant to the provisions of Section 3.01 and Exhibit 1. **Further, Consultant acknowledges that TIME IS OF THE ESSENCE and that the failure of Consultant to comply with the required time limits may result in economic or other losses to the City.**

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

## **ARTICLE 6. COMPENSATION**

### **6.01 Basis of Payment**

Each Task Order Request will specify the basis of payment for the satisfactory performance of the Services requested and will either be lump sum, hourly rate, time and materials with a guaranteed maximum price or such other method as specified in the Task Order Request. In each case where the Consultant is to be compensated based on an hourly rate, the Budget will specify a maximum payment that cannot be exceeded without an amendment.

The City will pay Consultant for completed Services and accepted Deliverables based on the defined basis of payment and in accordance with the Compensation Schedule shown in Exhibit 1 for each TOR.

### **6.02 Budget for Services**

As provided in Section 3.01, the Consultant will prepare a Cost Proposal as part of each Proposal. The Cost Proposal for each Proposal will be deemed approved upon approval of the Task Order. The Consultant will prepare its Cost Proposal in accordance with the basis of payment specified in the applicable Task Order Request, either lump sum, hourly rate, or time and materials with a guaranteed maximum price or such other method as specified in the Task Order Request. If a time and materials basis is specified, the Consultant will estimate the number of hours to complete the project and calculate the guaranteed maximum price based upon its Fully-Loaded Hourly Rates. A Cost Proposal which does not conform to the specified basis of payment may be cause for rejection of the Proposal.

### **6.03 Method of Payment**

The method of payment depends on the basis of payment. The method of payment will be specified in the Task Order Request. Payment will be made using the following processes:

For lump sum compensation, the Consultant will submit periodic invoices which may prorate the lump sum on the basis of milestone Deliverables provided. For hourly rate compensation (time and materials), the Consultant will submit monthly invoices for the hours and direct costs incurred during the month and will explain any variances from the Budget.

The Project Documents will specify a percentage of the compensation that will be retained by the City from every invoice until all Deliverables have been accepted as provided in this Agreement ("Retainage"). In no event shall the Retainage be less than 10%. The Project Documents may specify a higher Retainage percentage.

All invoices will be submitted in a format and detail acceptable to the City. Upon request by the City, the Consultant will supply original time sheets, payroll registers, invoices, and such other documentation as may be necessary to support the amount invoiced. No invoices will be submitted for under \$500.00 unless they are submitted for final payment/project close-out. If Consultant has an invoice for less than \$500 and it is not the final payment/project close-out, the Consultant will hold the invoice and submit it the next time the total exceeds \$500.

The City will process payment within sixty (60) calendar days after receipt of invoices and all supporting documentation necessary for the City to verify the satisfactory delivery of work, services or goods to be provided under this Contract related to each TOR.

Consultant may be paid, at the City's option, by electronic payment method. If the City elects to make payment through this method, it will so notify the Consultant, and Consultant agrees to cooperate to facilitate such payments by executing the City's electronic funds transfer form, available for download from the City's website at:  
[http://www.cityofchicago.org/content/dam/city/depts/fin/supp\\_info/DirectDepositCityVendor.pdf](http://www.cityofchicago.org/content/dam/city/depts/fin/supp_info/DirectDepositCityVendor.pdf).

The City reserves the right to offset mistaken or wrong payments against future payments.

The City will not be obligated to pay for any work, services or goods that were not ordered with a Purchase Order or that are non-compliant with the terms and conditions of the Contract Documents. Any goods, work, or services which fail tests and/or inspections are subject to correction, exchange or replacement at the cost of the Consultant.

### **6.04 Invoices**

Unless stated otherwise in the Detailed Specifications, this Contract is subject to Centralized Invoice Processing ("CIP"). Invoices must be submitted directly to the Comptroller's office by US Postal Service mail to the following address as appropriate:

Invoices for any City department other than the Department of Aviation

Invoices  
City of Chicago, Office of the City Comptroller  
33 N LaSalle St , Room 700  
Chicago, IL 60602

Invoices for the Department of Aviation

Chicago Department of Aviation  
10510 W Zemke Blvd  
P O Box 66142  
Chicago, IL 60666  
Attn Finance Department

OR

Invoices for any department, including Aviation, may be submitted via email to [invoices@cityofchicago.org](mailto:invoices@cityofchicago.org) with the word "INVOICE" in the subject line

All invoices must be signed, marked "original," and include the following information or payment will be delayed

- Invoice number and date
- Contract/Purchase Order number
- Blanket Release number (if applicable)
- Vendor name and/or number
- Remittance address
- Name of City Department that ordered the goods or services
- Name and phone number of your contact at the ordering department
- Invoice quantities, commodity codes, description of deliverable(s)
- Amount due
- Receipt number (provided by the ordering department after delivery of goods/services)

Invoice quantities, service description, unit of measure, pricing and/or catalog information must correspond to the terms of the Compensation Schedule

If applicable, if invoicing Price List/Catalog items, indicate Price List/Catalog number, item number, Price List/Catalog date, and Price List/Catalog page number on the invoice

Invoices for over-shipments or items with price/wage escalations will be rejected unless the Contract includes a provision for such an adjustment

Freight, handling and shipping costs are not to be invoiced, deliveries are to be made F O B , City of Chicago. The City of Chicago is exempt from paying State of Illinois sales tax and Federal excise taxes on purchases

#### **6.05 Taxes**

Federal Excise Tax does not apply to materials purchased by the City of Chicago by virtue of Exemption Certificate No. 36-6005820 and State of Illinois Sales Tax does not apply by virtue of Exemption Certificate No. E9998-1874-07 Illinois Retailers Occupation Tax, Use Tax, and Municipal Retailers Occupation Tax do not apply to materials or services purchased by the City of Chicago by virtue of Statute. The price or prices quoted herein shall include all other Federal and/or State, direct and/or indirect taxes which apply. The prices quoted herein shall comply with all Federal laws and regulations

#### **6.06 Subconsultant Payment Reports**

The Consultant must report payments to Subconsultants on a monthly basis in the form of an electronic report. Upon the first payment issued by the City to the Consultant for services performed, on the first day of each month and every month thereafter, email and/or fax notifications will be sent to the Consultant with instructions to report payments to Subconsultants that have been made in the prior month. This information must be entered into the Certification and Compliance Monitoring System (C2), or whatever reporting system is currently in place, on or before the fifteenth (15th) day of each month.

Once the Consultant has reported payments made to each Subconsultant, including zero dollar amount payments, the Subconsultant will receive an email and/or fax notification requesting that they log into the system and confirm payments received.

All monthly confirmations must be reported on or before the twentieth (20th) day of each month. Consultant and Subconsultant reporting to the C2 system must be completed by the 25th of each month or payments may be withheld.

All contracts between the Consultant and its Subconsultants must contain language requiring the Subconsultants to respond to email and/or fax notifications from the City requiring them to report payments received from the Consultant.

Access to the Certification and Compliance Monitoring System (C2), which is a web-based reporting system, can be found at <https://chicago.mwdbe.com>

(Note: This site works for reporting all Subconsultant payments regardless of whether they are MBE/WBE/DBE or non-certified entities.)

If a Subconsultant has satisfactorily performed in accordance with the requirements of the Contract, Consultant must pay Subconsultant for such work, services, or materials within fourteen (14) calendar days of Consultant receiving payment from the City. Failure to comply with the foregoing will be deemed an event of default.

## **6.07 Funding**

This is a Depends Upon Requirements (DUR) Agreement. The City is under no obligation to award any Task Orders pursuant to this Agreement. Any payments under this Agreement will be made from Fund No. 13-100-06-2005-0138 and various other funds and are subject to the appropriation and availability of funds therein. The maximum amount to be encumbered under this fund for disbursement pursuant to this Agreement ("Maximum Compensation") for all categories shall not exceed \$6,000,000.00. Actual expenditures under this Agreement will depend upon requirements.

## **6.08 Non-Appropriation**

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

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

### **7.01 Compliance with All Laws Generally**

(A) Consultant must observe and comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later and whether or not they appear in this Agreement, including those set forth in this Article 7, and Consultant must pay all taxes and obtain all licenses, certificates and other authorizations required by them. Consultant must require all Sub Consultants to do so, also. Further, Consultant must execute an Economic Disclosure Statement and Affidavit ("EDS") in the form attached to this Agreement as Exhibit 4. Notwithstanding acceptance by the City of the EDS, Consultant's failure in the EDS to include all information required under the Municipal Code renders this Agreement voidable at the option of the City. Consultant must promptly update its EDS(s) on file with the City whenever any information or response provided in the EDS(s) is no longer complete and accurate.

(B) Notwithstanding anything in this Agreement to the contrary, references to a statute or law are considered to be a reference to (i) the statute or law as it may be amended from time to time, (ii) all regulations and rules pertaining to or promulgated pursuant to the statute or law, and (iii) all future statutes, laws, regulations, rules and executive orders pertaining to the same or similar subject matter.

(C) The Consultant understands and will abide by the terms of Chapter 2-55 of the Municipal Code of Chicago.

The Consultant will comply with Section 2-154-020 of the Municipal Code of Chicago.

Failure by the Consultant or any controlling person (as defined in Section 1-23-101 of the

Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code of Chicago shall be grounds for termination of this Agreement

## **7.02 Nondiscrimination**

### **(1) Consultant**

Consultant must comply with applicable federal, state, and local laws and related regulations prohibiting discrimination against individuals and groups

#### **(a) Federal Requirements**

Consultant must not engage in unlawful employment practices, such as (1) failing or refusing to hire or discharging any individual, or otherwise discriminating against any individual with respect to compensation or the terms, conditions, or privileges of the individual's employment, because of the individual's race, color, religion, sex, age, handicap/disability or national origin, or (2) limiting, segregating or classifying Consultant's employees or applicants for employment in any way that would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the individual's status as an employee, because of the individual's race, color, religion, sex, age, handicap/disability or national origin

Consultant must comply with, and the procedures Consultant utilizes and the Services Consultant provides under this Agreement must comply with, the Civil Rights Act of 1964, 42 U.S.C. sec 2000e *et seq* (1981), as amended and the Civil Rights Act of 1991, P.L. 102-166. Attention is called to Exec Order No 11246, 30 Fed Reg 12,319 (1965), reprinted in 42 U.S.C. 2000e note, as amended by Exec Order No 11375, 32 Fed Reg 14,303 (1967) and by Exec Order No 12086, 43 Fed Reg 46,501 (1978), Age Discrimination Act, 42 U.S.C. §§ 6101-6106 (1981), Age Discrimination in Employment Act, 29 U.S.C. §§ 621-34, Rehabilitation Act of 1973, 29 U.S.C. §§ 793-794 (1981), Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq*, 41 C.F.R. Part 60 *et seq* (1990), and all other applicable federal statutes, regulations and other laws

#### **(b) State Requirements**

Consultant must comply with, and the procedures Consultant utilizes and the Services Consultant provides under this Agreement must comply with, the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq* (1990), as amended and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 44 Ill Admin Code § 750 Appendix A. Furthermore, Consultant must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0-01 *et seq* (1990), as amended, and all other applicable state statutes, regulations and other laws

#### **(c) City Requirements**

Consultant must comply with, and the procedures Consultant utilizes and the Services Consultant provides under this Agreement must comply with, the Chicago Human Rights Ordinance, ch 2-160, Section 2-160-010 *et seq* of the Municipal Code of Chicago (1990), as

amended, and all other applicable City ordinances and rules.

**(2) Sub Consultants**

Consultant must incorporate all of this Section 7.02 by reference in all agreements entered into with any suppliers of materials, furnisher of services, Sub Consultants of any tier, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any such materials, labor or services in connection with this Agreement. Further, Consultant must furnish and must cause each of its Sub Consultant(s) to furnish such reports and information as requested by the federal, state, and local agencies charged with enforcing such laws and regulations, including the Chicago Commission on Human Relations.

*Jul 28-14* **7.03 Inspector General and Legislative Inspector General**

It is the duty of any bidder, proposer or Consultant, all Sub Consultants, every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners and employees of any bidder, proposer, Consultant, Sub Consultant or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-55 and Chapter 2-56 of the Municipal Code of Chicago. Consultant understands and will abide by all provisions of Chapter 2-55 and Chapter 2-56 of the Municipal Code of Chicago. All subcontracts must inform Sub Consultants of the provision and require understanding and compliance with it.

**7.04 MacBride Ordinance**

The City of Chicago through the passage of the MacBride Principles Ordinance seeks to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland.

In accordance with Section 2-92-580 of the Municipal Code of the City of Chicago, if the primary consultant conducts any business operations in Northern Ireland the consultant must make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

The provisions of this Section 7.04. do not apply to contracts for which the City receives funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles for Northern Ireland, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

**7.05 Business Relationships with Elected Officials**

Pursuant to Section 2-156-030(b) of the Municipal Code of the City of Chicago, it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with

whom an elected official has a business relationship **Violation of Section 2-156-030(b) by any elected official with respect to this Agreement is grounds for termination of this Agreement.** The term business relationship is defined as set forth in Section 2-156-080 of the Municipal Code of Chicago

Section 2-156-080 defines a "**business relationship**" as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year, provided, however, a financial interest shall not include (i) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment, (iii) any economic benefit provided equally to all residents of the City, (iv) a time or demand deposit in a financial institution, or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" shall not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City

#### **7.06 Chicago "Living Wage" Ordinance**

(A) Section 2-92-610 of the Municipal Code provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers and clerical workers ("**Covered Employees**") Accordingly, pursuant to Section 2-92-610 and regulations promulgated under it:

- (1) If Consultant has 25 or more full-time employees, and
- (2) If at any time during the performance of this Agreement, Consultant and/or any Sub Consultant or any other entity that provides any portion of the Services (collectively "**Performing Parties**") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then
- (3) Consultant must pay its Covered Employees, and must ensure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "**Base Wage**") for all Services performed under this Agreement

(B) Consultant's obligation to pay, and to ensure payment of, the Base Wage will begin at any time during the term of this Agreement when the conditions set forth in (a)(1) and (a)(ii) above are met, and will continue until the end of the term of this Agreement

(C) As of July 1, 2012, the Base Wage is \$11.53 per hour, and each July 1 thereafter, the Base Wage will be adjusted using the most recent federal poverty guidelines for a family of four as published annually by the U S Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. The currently applicable Base Wage is available from the Department of Procurement Services. At all times



during the term of this Agreement, Consultant and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above) If the payment of prevailing wages is required for Services done under this Agreement, and the prevailing wages for Covered Employees are higher than the Base Wage, then Consultant and all other Performing Parties must pay the prevailing wage rates

(D) Consultant must include provisions in all subcontracts requiring its Sub Consultants to pay the Base Wage to Covered Employees Consultant agrees to provide the City with documentation acceptable to the CPO demonstrating that all Covered Employees, whether employed by Consultant or by a Sub Consultant, have been paid the Base Wage, upon the City's request for such documentation The City may independently audit Consultant and/or Sub Consultants to verify compliance with this section Failure to comply with the requirements of this section will be an event of default under this Agreement, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to 3 years.

(E) Not-for-Profit Corporations. If Consultant is a corporation having federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions of subsections (a) through (d) above do not apply

#### **7.07 Environmental Warranties and Representations**

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Consultant warrants and represents that it, and to the best of its knowledge, its Sub Consultants have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections)

- 7-28-390 Dumping on public way,
- 7-28-440 Dumping on real estate without permit,
- 11-4-1410 Disposal in waters prohibited,
- 11-4-1420 Ballast tank, bilge tank or other discharge,
- 11-4-1450 Gas manufacturing residue,
- 11-4-1500 Treatment and disposal of solid or liquid waste,
- 11-4-1530 Compliance with rules and regulations required,
- 11-4-1550 Operational requirements; and
- 11-4-1560 Screening requirements

During the period while this Agreement is executory, Consultant's or any SubConsultant's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole designation of the CPO. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity

This section does not limit Consultant's and its Sub Consultants' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement

Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect Consultant's eligibility for future contract awards

#### **7.08 Prohibition on Certain Contributions, Mayoral Executive Order 2011-4**

No Consultant or any person or entity who directly or indirectly has an ownership or beneficial interest in Consultant of more than 7 5% ("Owners"), spouses and domestic partners of such Owners, Consultant's SubConsultants, any person or entity who directly or indirectly has an ownership or beneficial interest in any SubConsultant of more than 7 5% ("Sub-owners") and spouses and domestic partners of such Sub-owners (Consultant and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee during (i) the bid or other solicitation process for this Contract or Other Contract, including while this Contract or Other Contract is executory, (ii) the term of this Contract or any Other Contract between City and Consultant, and/or (iii) any period in which an extension of this Contract or Other Contract with the City is being sought or negotiated

Consultant represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached the Consultant or the date the Consultant approached the City, as applicable, regarding the formulation of this Contract, no Identified Parties have made a contribution of any amount to the Mayor or to his political fund raising committee

Consultant shall not (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee, (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee, or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee

The Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No 2011-4

Violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No 2011-4 constitutes a breach and default under this Contract, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Contract, under Other Contract, at law and in equity This provision amends any Other Contract and supersedes any inconsistent provision contained therein

If Consultant violates this provision or Mayoral Executive Order No 2011-4 prior to award of the Contract resulting from this specification, the CPO may reject Consultant's bid

For purposes of this provision

"Other Contract" means any agreement entered into between the Consultant and the City that is (i) formed under the authority of MCC Ch 2-92, (ii) for the purchase, sale or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved and/or authorized by the City Council

"Contribution" means a "political contribution" as defined in MCC Ch 2-156, as amended

"Political fundraising committee" means a "political fundraising committee" as defined in MCC Ch 2-156, as amended

#### **7.09 Firms Owned or Operated by Individuals with Disabilities**

The City encourages consultants to use Sub Consultants that are firms owned or operated by individuals with disabilities, as defined by Section 2-92-586 of the Municipal Code of the City of Chicago, where not otherwise prohibited by federal or state law

#### **7.10 Deemed Inclusion**

Provision(s) required by law, ordinances, rules, regulations, or executive orders to be inserted will be deemed inserted whether or not they appear in this Agreement or, upon application by either party, this Agreement will forthwith be amended to literally make such insertion, however, in no event will the failure to insert such provision(s) prevent the enforcement of this Agreement.

#### **7.11 False Statements**

##### **(1) 1-21-010 False Statements**

Any person who knowingly makes a false statement of material fact to the city in violation of any statute, ordinance or regulation, or who knowingly falsifies any statement of material fact made in connection with an application, report, affidavit, oath, or attestation, including a statement of material fact made in connection with a bid, Proposal, contract or economic disclosure statement or affidavit, is liable to the city for a civil penalty of not less than \$500 00 and not more than \$1,000 00, plus up to three times the amount of damages which the city sustains because of the person's violation of this section. A person who violates this section shall also be liable for the city's litigation and collection costs and attorney's fees

The penalties imposed by this section shall be in addition to any other penalty provided for in the municipal code (Added Coun J 12-15-04, p 39915, § 1)

##### **(2) 1-21-020 Aiding and abetting**

Any person who aids, abets, incites, compels or coerces the doing of any act prohibited by this chapter shall be liable to the city for the same penalties for the violation (Added Coun J 12-15-04, p. 39915, § 1)

##### **(3) 1-21-030 Enforcement**

In addition to any other means authorized by law, the corporation counsel may enforce this chapter by instituting an action with the department of administrative hearings (Added Coun J 12-15-04, p 39915, § 1)

### **ARTICLE 8. SPECIAL CONDITIONS**

#### **8.01 Warranties and Representations**

In connection with signing and carrying out this Agreement, Consultant

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

(B) warrants it is financially solvent, it and each of its employees, agents and Sub Consultants of any tier are competent to perform the Services required under this Agreement, and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement,

(C) warrants that it will not knowingly use the services of any ineligible Consultant or Sub Consultant for any purpose in the performance of its Services under this Agreement,

(D) warrants that Consultant and its Sub Consultants are not in default at the time this Agreement is signed, and have not been deemed by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the City,

(E) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement, it understands the nature of the Services required, from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement, this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement,

(F) represents that Consultant and, to the best of its knowledge, its Sub Consultants are not in violation of the provisions of ' 2-92-320 of the Municipal Code , and in connection with it, and additionally in connection with the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42 1-1,

(G) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 11 02 and 11 03 of this Agreement, and

(H) warrants and represents that neither Consultant nor an Affiliate of Consultant (as defined below) appears on the Specially Designated Nationals List, the Denied Persons List, the unverified List, the Entity List, or the Debarred List as maintained by the Office of Foreign Assets Control of the U S. Department of the Treasury or by the Bureau of Industry and Security of the U S Department of Commerce (or their successors), or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment "Affiliate of Consultant" means a person or entity that directly (or indirectly through one or more intermediaries) controls, is controlled by or is under common control with Consultant A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity (either acting individually or acting jointly or in concert with others) whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise

**1. Representations; Covenants**

a Consultant represents to the City that

- (i) it is a limited liability partnership, validly existing and in good standing under the laws of Illinois,
- (ii) it has the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and it is financially solvent,
- (iii) the execution, delivery and performance of this Agreement have been duly authorized by the Consultant,
- (iv) no approval, authorization, or consent of any governmental or regulatory authority is required to be obtained or made by Consultant in order for it to enter into and perform its obligations under this Agreement,
- (v) it has obtained all applicable permits, rights, and licenses required in connection with Consultant performing its obligations hereunder,
- (vi) it and each of its employees, agents, Sub Consultants of any tier are skilled and experienced in the activity to be performed by such person and competent to perform the Services required under this Agreement,
- (vii) its Proposal, including but not limited to its statements and representations that it holds itself to very high standards of quality and professionalism, was accurate at the time it was made and no material changes in it have been made nor will be made without notice to and the express written consent of the City,
- (viii) it is not in default at the time of the execution of this Agreement and has not been deemed by the CPO with five years immediately preceding the date of this Agreement to be in default on any contract awarded by the City;
- (ix) it is not deemed to be ineligible and will not knowingly use the services of any consultant or consultant deemed to be ineligible for contracts by any federal, state, or local governmental agency for any purpose in the performance of its Services under this Agreement,
- (x) it and, to the best of its knowledge, its Sub Consultants are not in violation of the provisions of § 2-92-320 of the Municipal Code, and in connection with it, and additionally in connection with the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42 1-1;

- (x1) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 11 01 and 11 02 of this Agreement, and
- (x11) neither Consultant nor an Affiliate of Consultant (as defined below) appears on the Specially Designated Nationals List, the Denied Persons List, the unverified List, the Entity List, or the Debarred List as maintained by the Office of Foreign Assets Control of the U S Department of the Treasury or by the Bureau of Industry and Security of the U S Department of Commerce (or their successors), or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment "Affiliate of Consultant" means a person or entity that directly (or indirectly through one or more intermediaries) controls, is controlled by or is under common control with Consultant A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity (either acting individually or acting jointly or in concert with others) whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise

b Consultant covenants to the City that

- (i) it will comply with all applicable federal, state, and local laws and regulations,
- (ii) it will obtain all applicable permits, rights and licenses required in connection with the Consultant performing its obligations hereunder,
- (iii) the Services and any software used by the Consultant in providing the Services and the Deliverables will not infringe upon the trademark, copyright, trade secrets or other proprietary rights of any third party, and
- (iv) it will not, directly or through a third party, remove, alter, change or interface with the Deliverables for any purpose of preventing the City from utilizing the Deliverables

## 2. Warranty

- a For Deliverables provided in response to a Results TOR, Consultant represents and warrants that
  - 1 The Deliverables when submitted to the City for Acceptance and for the duration of the Warranty Period will conform to the Acceptance Criteria, the specifications, Task Order Request and Documentation and will be free of errors or defects in design, material and workmanship

- ii The media furnished by the Consultant on which any of the Deliverables are furnished shall be free of defects in materials and workmanship under normal use for a period of 90 days from Acceptance. Consultant must, at its expense, replace any defective media within 10 days after the City notifies Consultant.

3. For Deliverables provided in response to an Advice TOR, Consultant represents and warrants that

- i The Services provided hereunder shall be performed in a professional and workmanlike manner, in accordance with applicable professional standards.
- ii The Deliverables provided under any Task Order will conform in all respects to the Task Order Request and Documentation and shall be free of errors or defects in design, material and workmanship.
- iii The media furnished by the Consultant on which any of the Deliverables are furnished shall be free from defects in materials and workmanship under normal use for a period of 90 days from Acceptance. Consultant must, at its expense, replace any defective media within 10 days after the City notifies Consultant.

4. The Consultant represents and warrants that all Deliverables

- (i) correctly and accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries and leap year calculations,
- (ii) respond to two digit date input in a way that resolves the ambiguity as to century in a disclosed, defined and pre-determined manner, and
- (iii) store and provide output of date information in ways that are unambiguous as to century.

The foregoing warranties in this Subsection 8.01(C) will apply to the extent that other information technology, used in combination with the information technology supplied under any Task Order, properly exchanges date/time data with it.

If a Task Order requires that specific listed items must perform as a system in accordance with the foregoing warranties in this Subsection 8.01(C), then that warranty will apply to those listed items as a system.

5. The warranties contained in this section will continue for a period of one year ("Warranty Period") after Acceptance (unless otherwise specified in this section or the Project Documents) If the City notifies the Consultant, or the Consultant becomes aware, of any non-performance, error or defect covered by the foregoing warranties within the Warranty Period, the Consultant shall, at its expense, promptly correct such nonperformance, error or defect, but in no event later than 30 days after notification by the City Any repair or replacement of Deliverables or portions thereof will be additionally and automatically warranted as set forth herein All warranties will survive inspection, acceptance and payment

#### **6. No Other Rights Limited**

Nothing in the foregoing warranties will be construed to limit any other rights or remedies otherwise available to the City under this Agreement

#### **8.02 Ethics**

(1) In addition to the foregoing warranties and representations, Consultant warrants

(a) no officer, agent or employee of the City is employed by Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics established under Chapter 2-156 of the Municipal Code

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

(2) Consultant further acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 is voidable as to the City

#### **8.03 Joint and Several Liability**

In the event that Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof), then and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by Consultant will be the joint and several obligation or undertaking of each such individual or other legal entity

#### **8.04 Business Documents**

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

#### **8.05 Conflicts of Interest**

A. No member of the governing body of the City or other unit of government and no other officer, employee or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any



personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

**B.** Consultant represents that it, and to the best of its knowledge, its SubConsultants if any (Consultant and Sub Consultants will be collectively referred to in this Section 8.05 as "**Contracting Parties**"), presently have no direct or indirect interest and will not acquire any direct or indirect interest in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.

**C.** Upon the request of the City, Contracting Parties must disclose to the City their past client lists and the names of any clients with whom they have an ongoing relationship. Contracting Parties are not permitted to perform any Services for the City on applications or other documents submitted to the City by any of Contracting Parties' past or present clients. If Contracting Parties become aware of a conflict, they must immediately stop work on the assignment causing the conflict and notify the City.

**D.** Without limiting the foregoing, if the Contracting Parties assist the City in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for Proposals or bid specifications for a project, the Contracting Parties must not participate, directly or indirectly, as a prime, SubConsultant or joint venturer in that project or in the preparation of a Proposal or bid for that project during the term of this Agreement or afterwards. The Contracting Parties may, however, assist the City in reviewing the Proposals or bids for the project if none of the Contracting Parties have a relationship with the persons or entities that submitted the Proposals or bids for that project.

**E.** Further, Contracting Parties must not assign any person having any conflicting interest to perform any Services under this Agreement or have access to any confidential information, as described in Section 3.09 of this Agreement. If the City, by the Commissioner in his reasonable judgment, determines that any of Contracting Parties' services for others conflict with the Services that Contracting Parties are to render for the City under this Agreement, Contracting Parties must terminate such other services immediately upon request of the City.

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

#### **8.06 Non-liability of Public Officials**

No official, employee or agent of the City will be charged personally by Consultant, or by any assignee or Sub Consultant of the Consultant, with any liability or expenses of defense or be held personally liable to them under any term of provision of this Agreement, or because of the City's execution or attempted execution, or because of any breach hereof.

#### **8.07 EDS / Certification Regarding Suspension and Debarment**

Consultant certifies, as further evidenced in the EDS attached as Exhibit 4, by its acceptance of this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. Consultant further agrees by executing this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, Proposals, contracts and subcontracts. If Consultant or any lower tier participant is unable to certify to this statement, it must attach an explanation to the Agreement.

#### **8.08 Payment Card Industry Data Security Standard**

Consultant shall at all times during the Term of this Agreement be compliant with the Payment Card Industry ("PCI") Data Security Standard to the extent applicable to the Services and shall be responsible for the security of the payment cardholder data in its possession. Consultant shall provide City such information as the City may reasonably require regarding Consultant's compliance with such PCI requirements, including, at a minimum, an annual certificate of compliance by Consultant with the PCI Data Security Standard. In the event of Consultant's non-compliance with the PCI Data Security Standard, Consultant will promptly perform, at Consultant's expense, all curative measures necessary to remedy such non-compliance.

For further details regarding this standard go to

[https://www.pcisecuritystandards.org/security\\_standards/pci\\_dss.shtml](https://www.pcisecuritystandards.org/security_standards/pci_dss.shtml)

#### **8.09 Information Technology Accessibility Standards**

Consultant shall at all times during the Term of this Agreement be compliant with the Illinois Information Technology Accessibility Act to the extent applicable to the Services. In the event of Consultant's non-compliance with the Information Technology Accessibility Act, Consultant will promptly perform at Consultant's expense, all curative measures necessary to remedy such non-compliance.

Further details regarding these standards are currently available at

<http://www.dhs.state.il.us/page.aspx?item=32765>

### **ARTICLE 9. RISK MANAGEMENT**

#### **9.01 Consultant's Insurance**

Consultant must provide and maintain at Consultant's own expense, until contract completion and during the time period following completion if Consultant is required to return and perform any additional work, the insurance coverages and requirements specified in Exhibit 2, insuring all operations related to the Agreement.

#### **9.02 Indemnification**

##### **A. General Indemnification**

Specification# 66760

Contract PO #27586

1 Consultant must defend, indemnify, and hold harmless the City, its officers, representatives, elected and appointed officials, agents and employees from and against any and all Losses, including those related to

- (a) injury, death or damage of or to any person or property,
- (b) Consultant's failure to perform or cause to be performed Consultant's promises and obligations as and when required under this Agreement, including Consultant's failure to perform its obligations to any Sub Consultant,
- (c) the City's exercise of its rights and remedies under Section 11.02 of this Agreement,
- (d) injuries to or death of any employee of Consultant or any Sub Consultant under any workers compensation statute, and
- (e) infringement or alleged infringement by any part of the Consultant's Deliverables of any patent or copyright or other proprietary rights

2 "Losses" means, individually and collectively, liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which in any way arise out of or relate to Consultant's breach of this Agreement or to Consultant's negligent or otherwise wrongful acts or omissions or those of its officers, agents, employees, consultants, Sub Consultants or licensees

3 At the City Corporation Counsel's option, Consultant must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Consultant of any of its obligations under this Agreement. Any settlement must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.

4 To the extent permissible by law, Consultant waives any limits on its obligations to defend, indemnify, hold harmless, or contribute to any sums due under any Losses, including any claim by any employee of Consultant that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq* or any other law or judicial decision (such as, Kotecki v Cyclops Welding Corporation, 146 Ill 2d 155 (1991)). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code, or any other statute or judicial decision

5 The indemnities in this section survive the expiration or termination of this Agreement for matters occurring or arising during the term of this Agreement or as the result of or during Consultant's performance of Services beyond the term. Consultant acknowledges that the requirements set forth in this section to defend, indemnify, and hold harmless the City are apart from and not limited by the Consultant's duties under this Agreement, including the insurance requirements in Exhibit 2 of this Agreement

#### **B. Proprietary Rights Indemnification**

1 The Consultant will indemnify, defend and hold completely harmless the City Indemnutees from and against any Losses relating to or arising out of infringement or alleged infringement by any part of the Consultant's Deliverables of any patent or copyright or other proprietary rights, provided however, that this indemnification provision will (i) not apply to an infringement or alleged infringement caused by any modification or alteration of the Consultant's Deliverables not approved by Consultant, if, but only to the extent that, the infringement would not have occurred but for such modification or alteration

2 Promptly after the Consultant receives written notice of any claim, action, suit or proceeding which is subject to indemnification under this Section, Consultant must (i) notify the City that Consultant will undertake the defense thereof, and (ii) retain legal counsel reasonably satisfactory to the City to conduct the defense thereof. The Consultant and the City will cooperate with the party which undertakes the defense of such claim, action, suit or proceeding in any manner that such party reasonably requests of the other. In the event that the Consultant fails to undertake its defense or subsequently abandons its defense, the City may (but is not obligated to) defend, compromise or settle such claim, action, suit or proceeding at Consultant's expense. The Consultant will not compromise or settle any claim, action, suit or proceeding in which any relief other than the payment of money damages is sought against the City without the prior written consent of the City

3 In the event of any claim, action, suit or proceeding, the Consultant will successfully defend such, and (i) obtain the right for the City to continue using the infringing product or proprietary property, or (ii) modify the Consultant's Deliverables at Consultant's cost to make it non-infringing, without material loss of function or utility and without a material increase in operating costs, or (iii) replace the infringing material with materials containing at least equivalent functionality as the infringing material

### **Limitation of Liability**

The City and the Consultant agree that the Consultant's liability for damages arising from this Agreement and the performance thereof shall not exceed three times the Maximum Task Order Request compensation value as established in Section 6.07 provided that, such limitation does not apply to third party claims covered by the indemnity provisions set forth above, losses of whatever nature which the City may suffer on account of Consultant's gross negligence or willful misconduct or which arise from Consultant's breach of its warranty obligations and losses of whatever nature that are covered under the insurance policy Consultant has been required to obtain under this Agreement. It shall be further agreed by City and Consultant that based on Task Order Request description and complexity, the CIO and CPO reserve the right to revise the monetary limitation placed on any Task Order Request generated. Such revised limitation will be identified in the Task Order Request

### **ARTICLE 10. DISPUTES**

Except as otherwise provided in this Agreement, Consultant must and the City may bring any dispute arising under this Agreement which is not resolved by the parties to the CPO for decision based upon the written submissions of the parties. (A copy of the "Regulations of the Department of Procurement Services for Resolution of Disputes between Consultants and the City of Chicago" is available in City Hall, 121 N. LaSalle Street, Room 301, Bid and Bond Room, Chicago, Illinois 60602 )

The Chief Procurement Officer will issue a written decision and send it to the Consultant by mail. The decision of the CPO is final and binding. The sole and exclusive remedy to challenge the decision of the CPO is judicial review by means of a common law writ of certiorari.

The Consultant will not withhold performance of any Services and the City will not withhold any undisputed payments during the dispute resolution period. The CPO's written determination must be complied with pending any judicial review of the dispute.

## **ARTICLE 11. EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET**

### **11.01 Events of Default**

#### **A. Defined**

The following constitute events of default:

- 1 Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the City.
- 2 The Consultant's material failure to perform any of its obligations under the Agreement including, but not limited to, the following:
  - a Inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors,
  - b Failure to comply with a material term of this Agreement, including but not limited to the provisions concerning insurance and nondiscrimination,
  - c Failure to have and maintain all professional licenses required by law to perform the Services,
  - d Failure to timely perform the Services,
  - e Failure to promptly re-perform, as required, within a reasonable time and at no cost to the City, Services that are rejected as erroneous or unsatisfactory,
  - f Discontinuance of the Services for reasons within Consultant's reasonable control,
  - g Failure to promptly update EDS(s) furnished in connection with this Agreement when the information or responses contained in it or them is no longer complete or accurate, and
  - h Any other acts specifically and expressly stated in this Agreement as constituting an event of default.

- 3 For Services or Deliverables provided in response to an Advice TOR
  - a Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the satisfactory performance of the Services,
  - b Failure to perform the Services in accordance with the standard of performance required by this Agreement or to the level specified in the Task Order then in effect,
  - c Failure to promptly perform again Services which were rejected as erroneous or unsatisfactory,
  - d Discontinuance of Services for reasons within Consultant's reasonable control,
- 4 For Deliverables provided in response to a Results TOR
  - a Failure to meet the functional specifications and/or Acceptance Criteria for any one or more Deliverables within the time frame specified in the Task Order,
  - b Failure to meet or comply with the warranty provisions contained herein
  - c Failure to promptly perform again Services which were rejected as erroneous or unsatisfactory,
  - d Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the satisfactory performance of the Services,
5. Any change in ownership or control of the Consultant without the prior approval of the CPO (when such prior approval is permissible by law), which will not be unreasonably withheld.
- 6 The Consultant's default under any other agreement it may presently have or may enter into with the City during the life of this Agreement The Consultant acknowledges and agrees that in the event of a default under this Agreement the City may also declare a default under any such other agreements
- 7 Consultant's violation of City ordinance(s) unrelated to performance under the Agreement such that, in the opinion of the CPO, it indicates a willful or reckless disregard for City laws and regulations
- 8 Consultant's failure to update its EDS to reflect any changes in information, including changes in ownership, and to provide it to the City as provided under Section 7 01

#### **B. Declaration of Default**

The occurrence of any event of default permits the City, at the City's sole option, to declare Consultant in default The CPO may in his sole discretion give Consultant an opportunity to cure the

default within a certain period of time, which period of time must not exceed 30 days unless extended by the CPO. Whether to declare Consultant in default is within the sole discretion of the CPO and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

The CPO will give Consultant written notice of the default, either in the form of a cure notice ("Cure Notice"), or, if no opportunity to cure will be granted, a default notice ("Default Notice"). If the CPO gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate is final and effective upon giving the notice. If the CPO decides not to terminate, this decision will not preclude him from later deciding to terminate the Agreement in a later notice, which will be final and effective upon the giving of the notice or on the date set forth in the notice, whichever is later. The CPO may give a Default Notice if Consultant fails to effect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 11.01 and Article 13, Consultant must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the City.

## **11.02 Remedies**

### **A. General**

1. If the Consultant has failed to cure a default within the period granted by the CPO, or the CPO has declared an event of default, the City may invoke any or all of the following remedies:
  - a. The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the City would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the City as agent for Consultant under this Section 11.02.
  - b. The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the City.
  - c. The right to seek specific performance, an injunction or any other appropriate equitable remedy.
  - d. The right to seek money damages.
  - e. The right to withhold all or any part of the Consultant's compensation.
  - f. The right to declare the Consultant non-responsible in future contracts with the City.
  - g. The right to declare the Consultant in default under existing City contracts.

- 2 In addition, upon the giving of notice of a declaration of default under an Advice TOR as provided herein, the City may invoke any or all of the following remedies
  - a The right to take over and complete the Services or any part thereof as agent for and at the cost of the Consultant, either directly or through others
  - b The right to require the Consultant to discontinue any Services and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the City
- 3 In addition, upon the giving of notice of a declaration of default under a Results TOR as provided herein, the City may
  - a Obtain the Results by contracting to purchase results in substitution for those to be obtained under the Results TOR and recovering from the Consultant as damages the difference between the cost of cover and the Budget, together with any incidental or consequential damages
  - b Receive the difference between the value of the Results actually furnished and the value of the Results if they had been as warranted
  - c Recover its incidental damages resulting from the Consultant's breach including those expenses reasonably incurred in inspection and receipt of goods rightfully rejected, and in connection with effecting cover and any other reasonable expense incident to the delay or other breach

#### **B. City's Reservation of Rights**

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

#### **C. Remedies Nonexclusive**

The remedies under the terms of the Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy will be cumulative and will be in addition to any other remedies, existing now or hereafter, at law or equity. No delay or omission to exercise any right or power accruing upon any event of default will impair any such right or power nor will it be construed as a waiver of any event of default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

#### **11.03 Early Termination**



(a) In addition to termination under Sections 11 01 and 11 02 of this Agreement, the City may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the City to Consultant. The City will give notice to Consultant in accordance with the provisions of Article 13. The effective date of termination will be the date the notice is received by Consultant or the date stated in the notice, whichever is later. If the City elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the City effective 10 days after the date the notice is considered received as provided under Article 13 of this Agreement (if no date is given) or upon the effective date stated in the notice.

(b) After the notice is received, Consultant must restrict its activities, and those of its Sub Consultants, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 6, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The City and Consultant must attempt to agree on the amount of compensation to be paid to Consultant, but if not agreed on, the dispute must be settled in accordance with Article 10 of this Agreement. The payment so made to Consultant is in full settlement for all Services satisfactorily performed under this Agreement.

(c) Consultant must include in its contracts with Sub Consultants an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the City arising from termination of subcontracts after the early termination. Consultant will not be entitled to make any early termination claims against the City resulting from any Sub Consultant's claims against Consultant or the City.

(d) If the City's election to terminate this Agreement for default under Sections 11 01 and 11 02 is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 11 03.

#### **11.04 Suspension**

The City may at any time request that Consultant suspend its Services, or any part of them, by giving 15 days prior written notice to Consultant or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Consultant must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the CPO and such equitable extension of time as may be mutually agreed upon by the CPO and Consultant when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Consultant as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 6 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Consultant by written notice to the City may treat the suspension as an early termination of this Agreement under Section 11 03.

### 11.05 Right to Offset

(a) In connection with Consultant's performance under this Agreement, the City may offset any incremental costs and other damages the City incurs in any or all of the following circumstances

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

(ii) if the City exercises any of its remedies under Section 11.02 of this Agreement,

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

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

(b) As provided under § 2-92-380 of the Municipal Code, the City may set off from Consultant's compensation under this Agreement an amount equal to the amount of the fines and penalties for each *outstanding parking violation complaint* and the amount of any *debt* owed by Consultant to the City as those italicized terms are defined in the Municipal Code.

(c) In connection with any liquidated or unliquidated claims against Consultant, and without breaching this Agreement, the City may set off a portion of the price or compensation due under this Agreement in an amount equal to the amount of any liquidated or unliquidated claims that the City has against Consultant unrelated to this Agreement. When the City's claims against Consultant are finally adjudicated in a court of competent jurisdiction or otherwise resolved, the City will reimburse Consultant to the extent of the amount the City has offset against this Agreement inconsistently with such determination or resolution.

## ARTICLE 12. GENERAL CONDITIONS

### 12.01 Entire Agreement

#### A. General

The Consultant acknowledges that this Agreement, and the Exhibits attached to and incorporated in the Agreement, constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises, or interpretations will be implied or impressed upon this Agreement that are not expressly addressed in the Agreement.

#### B. No Collateral Inducements

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

### **C. No Omissions**

The Consultant agrees that it was given ample opportunity and time to review and was asked by the City to review thoroughly all documents forming this Agreement prior to execution of this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision which it desired or on which it wished to place reliance, that it did so review those documents, and that either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, that Consultant expressly relinquishes the benefit of any omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance thereon or making any other claim on account of such omission

### **12.02 Counterparts**

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

### **12.03 Amendments**

No changes, amendments, modifications or discharge of this Agreement, or any part of it are valid unless in writing and signed by the authorized agent of Consultant and by the Mayor, Comptroller, and CPO of the City or their respective successors and assigns. The City incurs no liability for Additional Services without a written amendment to this Agreement under this Section 12.03.

Whenever under this Agreement Consultant is required to obtain the City's prior written approval, the effect of any approval that may be granted pursuant to Consultant's request is prospective only from the later of the date approval was requested or the date of approval is granted. In no event is approval permitted to apply retroactively to a date before the approval granted

### **12.04 Governing Law and Jurisdiction**

This Agreement will be governed as to performance and interpretation in accordance with the laws of the State of Illinois. The Consultant irrevocably submits itself to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating

to, or in any way concerning the execution or performance of this Agreement. The Consultant agrees that service of process on the Consultant may be made, at the option of the City, either by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by the Consultant, or by personal delivery on any officer, director, or managing or general agent of the Consultant. If any action is brought by the Consultant against the City concerning this Agreement, the action will only be brought in those courts located within the County of Cook, State of Illinois.

#### **12.05 Severability**

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

#### **12.06 Interpretation**

Any headings of this Agreement are for convenience of reference only and do not define or limit its provisions. Words of any gender will be deemed and construed to include correlative words of the other gender. Words importing the singular number will include the plural number and vice versa, unless the context otherwise indicates. All references to any exhibit or document will be deemed to include all supplements and/or amendments to any exhibits or documents entered into in accordance with the terms and conditions of such exhibit or document. All references to any person or entity will be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this Agreement.

#### **12.07 Contract Documents**

In the event of any inconsistency or conflict between the terms and conditions of Articles 1 through 14 of this Agreement and the Exhibits of this Agreement, the Articles of this Agreement will prevail.

#### **12.08 Assigns**

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

#### **12.09 Cooperation**

Consultant must at all times cooperate fully with the City and act in the City's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Consultant must make every effort to ensure an orderly transition to another provider of the Services, if any, orderly demobilization of

its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Department in connection with the termination or expiration

#### **12.10 Waiver**

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

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

#### **12.11 Independent Consultant**

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

(2) This Agreement is between the City and an independent Consultant and, if Consultant is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that

(i) The City will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Consultant performing the Services required under this Agreement.

(ii) Consultant is not entitled to membership in any City Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the City.

(iii) The City is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to Consultant.

(c) Shakman Accord

(i) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the June 24, 2011 "City of Chicago Hiring Plan" (the

"City Hiring Plan") entered in Shakman v Democratic Organization of Cook County, Case No 69 C 2145 (United State District Court for the Northern District of Illinois) Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors

(ii) Consultant is aware that City policy prohibits City employees from directing any individual to apply for a position with Consultant, either as an employee or as a subConsultant, and from directing Consultant to hire an individual as an employee or as a SubConsultant. Accordingly, Consultant must follow its own hiring and contracting procedures, without being influenced by City employees Any and all personnel provided by Consultant under this Contract are employees or SubConsultants of Consultant, not employees of the City of Chicago This Contract is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Consultant

(iii) Consultant will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Contract, or offer employment to any individual to provide services under this Contract, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation For purposes of this Contract, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office

(iv) In the event of any communication to Consultant by a City employee or City official in violation of Section 12 11 (c)(ii) above, or advocating a violation of Section 12 11(c)(iii) above, Consultant will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the relevant City Department utilizing services provided under this Contract Consultant will also cooperate with inquiries by IGO Hiring Oversight or Shakman's Monitor's Office related to contract.

## **12.12 Electronic Ordering and Invoicing**

The Consultant shall cooperate in good faith with the City in implementing electronic ordering and invoicing, including but not limited to catalogs, purchase orders, releases, and invoices Consultant shall accept electronic purchase orders and releases upon request of the Chief Procurement Officer. Consultant shall provide the City electronic catalogs, copies of invoices and other electronic documents upon request. The electronic ordering and invoice documents shall be in a format specified by the City and transmitted by an electronic means specified by the City Such electronic means may include, but are not limited to, disks, e-mail, EDI, FTP, web sites, and third party electronic services The Chief Procurement Officer reserves the right to change the document format and/or the means of transmission upon written notice to the Consultant Consultant shall ensure that the essential information, as determined by the Chief

Procurement Officer, in the electronic document, corresponds to that information submitted by the Consultant in its paper documents. The electronic documents shall be in addition to paper documents required by this contract, however, by written notice to the Consultant, the Chief Procurement Officer may deem any or all of the electronic ordering and invoice documents the official documents and/or eliminate the requirement for paper ordering and invoice documents.

#### **12.13 Participation by Other Local Government Agencies**

Other local government agencies may be eligible to participate in this Agreement pursuant to the terms and conditions of this Agreement if such agencies are authorized, by law or their governing bodies, to execute such purchases, and if such authorization is allowed by the City of Chicago's Chief Procurement Officer, and if such purchases have no net adverse effect on the City of Chicago, and result in no diminished services from the Consultant to the City's user departments pursuant to such purchases. Examples of such Local Government Agencies are Board of Education, Chicago Park District, City Colleges of Chicago, Chicago Transit Authority, Chicago Housing Authority, Chicago Board of Elections, Metropolitan Pier and Exposition Authority (McCormick Place, Navy Pier), and the Municipal Courts. Said purchases shall be made upon the issuance of a purchase order directly from the Local Government Agency. The City will not be responsible for payment of any amounts owed by any other Local Government Agencies, and will have no liability for the acts or omissions of any other Local Government Agency.

#### **12.14 No Third Party Beneficiaries**

The parties agree that this Agreement is solely for the benefit of the parties and nothing herein is intended to create any third party beneficiary rights for Sub Consultants or other third parties.

### **ARTICLE 13. NOTICES**

Notices provided for herein, unless expressly provided for otherwise in this Agreement, will be in writing and may be delivered personally or by placing in the United States mail, first class and certified, return receipt requested, with postage prepaid and addressed as follows:

If to the City	Department of Innovation and Technology Suite 2700, Daley Center 50 W Washington Street Chicago, Illinois 60602 Attention: Chief Information Officer
----------------	--

With Copies to	Department of Procurement Services Room 806, City Hall 121 North LaSalle Street Chicago, Illinois 60602 Attention: Chief Procurement Officer
----------------	--

and

Department of Law  
Room 610, City Hall  
121 North LaSalle Street  
Chicago, Illinois 60602  
Attention: Corporation Counsel

*1-28-14*  
\* *Joe*  
If to Consultant:

Crowe Horwath LLP  
~~920 East Jefferson Blvd.~~  
~~South Bend, IN 46601~~  
Attention: Jeanne Owings

*70 West Madison, Suite 700*  
*Chicago, IL 60602*

Changes in the above-referenced addresses must be in writing and delivered in accordance with the provisions of this Article B

Notices delivered by mail will be deemed received three (3) day after mailing in accordance with this Section. Notices delivered personally will be deemed effective upon receipt.

#### ARTICLE 14. AUTHORITY

##### 14.01 City Authority

This Agreement is entered into by the City in accordance with the Municipal Purchasing Act for cities of 500,000 or more population, as contained in 65 ILCS 5/810-1 et seq., as amended, and with the Municipal Code of Chicago, as amended.

##### 14.02 Consultant's Authority

Execution of this Agreement by the Consultant is authorized by a resolution of its Board of Directors, if a corporation, and the signature(s) of each person signing on behalf of the Consultant have been made with complete and full authority to commit the Consultant to ~~the~~ terms and conditions of this Agreement, including each and every representation, certification and warranty contained herein, including without limitation such representations, certifications and warranties collectively attached to this Agreement and incorporated by reference. If this Agreement is executed by an officer other than the chief executive officer of the Consultant, the Consultant will provide a certified resolution of its Board of Directors, if a corporation, granting such officer specific authority to sign this Agreement or general authority to sign agreements of this nature and scope.

*[Signature Pages, Exhibits and Schedules follow]*



CONTRACT SIGNATURE PAGE

Contract No.: 27586

Specification No.: 66760

Consultant Name: Crowe Horwath LLP

Total Amount (Value): \$6,000,000.00

Fund Chargeable: 13-100-06-2005-0138

By: Jeane L. Miao  
Its: Principal

Attest: \_\_\_\_\_

State of Illinois

County of Cook

This instrument was acknowledged before me on this 29 day of APRIL,  
2013 by JEANNE OWINGS as ~~President~~ (or other authorized  
officer) and PRINCIPAL as ~~Secretary~~ of  
CROWE HORWATH LLP (Corporation Name).

Emily L. Thorson

(Seal)

Notary Public Signature

Commission Expires: 3/17/2014



CITY OF CHICAGO

Rahm Emanuel, SRP 4/23/14

Mayor

Date

[Signature]

4-16-14

Comptroller

Date

[Signature]

APR 18 2014

Chief Procurement Officer

Date

[Signature]

# Crowe Horwath.

Crowe Horwath LLP  
Independent Member Crowe Horwath International  
70 West Madison Street, Suite 700  
Chicago, Illinois 60602-4903  
Tel 312 899 7000  
Fax 312 899 5300  
[www.crowehorwath.com](http://www.crowehorwath.com)

April 26, 2013

Ms Jamie L Rhee, Chief Procurement Officer  
City of Chicago  
Department of Procurement Services  
121 N LaSalle Street  
Chicago, Illinois 60602

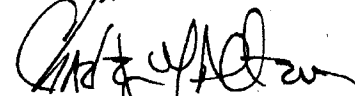
Dear Ms. Rhee:

This will serve as confirmation that Jeanne M. Owings, Principal/Owner of Crowe Horwath LLP, is authorized to represent and bind the firm

Additionally, she is empowered to execute a contract with the City of Chicago

Should you need any additional information, please do not hesitate to ask

Sincerely,



Charles M. Allen  
Chief Executive Officer

## **EXHIBIT 1**

### **SCOPE OF SERVICES & COMPENSATION SCHEDULE**

## SCOPE OF SERVICES SCOPE OF SERVICES

The Scope of Service for a given project may include tasks under one or all of these four categories summarized below. In all cases, CITY OF CHICAGO Standards for software and hardware must be followed, unless express written approval is granted from the CITY OF CHICAGO Chief Information Officer (CIO). The CITY OF CHICAGO Department of Innovation and Technology Hardware and software Standards Overview is available on the CITY OF CHICAGO website.

- Category 1: Application Development, Support and Ongoing Maintenance:** This category includes development of computer applications and related databases using approved City technologies to be deployed primarily via the web, but also includes legacy mainframe-based enhancements and development or enhancement of reporting layers, such as Business Objects universes. The scope of activities can range from initial development and deployment, through enhancements and/or interfaces, and ongoing support for those applications, including help desk services and training.
- Category 4: IT Infrastructure Design:** Using approved City technology, this category encompasses activities related to design through implementation and support of products or services to integrate into our WAN, LAN, and wireless environments. Additionally, IT security assessments and business continuity planning for those environments are included in this category.
- Category 5: Management Consulting:** Projects under this category would involve management consulting to analyze and make recommendations for business process improvements, develop functional requirements for new applications, provide management training, and projects of a similar nature.

THE FOLLOWING PAGES PROVIDE MORE DETAIL ABOUT THE SPECIFIC SCOPE AREAS PROVIDED FOR THE CONSULTANT

The **Application Development, Support and Ongoing Maintenance** scope includes tasks that may or may not be included in the following list

1. Object oriented application development using java as the primary language and related tools such as PHP
2. Design and implementation of an application security infrastructure
3. Oracle database design and development, including current Consultant -certified releases(s) of
  - 3 1 AS
  - 3 2 Forms
  - 3 3 Reports
  - 3 4 PL/SQL
4. System Adminsitration in a distributed java environment
5. Ongoing application support for the following situations
  - 5 1 For an application developed by Consultant's firm
  - 5 2 For an application developed by another firm or in-house by that client
  - 5 3 For a packaged application
6. Enterprise-wide Services Oriented Architecture
7. Development using frameworks, with tools such as
  - 7 1 Struts
  - 7 2 Keel
  - 7 3 JSF
  - 7 4 Tiles
8. Development using the current Consultant -certified release(s) of BEA WebLogic, including experience with WebLogic Workshop and other application servers
9. Utilization of the current Consultant -certified release(s) of BEA Integration and other integration environments
10. Development, Administration, Troubleshooting, Performance measuring and tuning, or maintenance of BroadVision, including the BroadVision database schema.
11. Software Configuration Management in a structured environment, using open software tools such as.
  - 11 1 Bugzilla
  - 11 2 Maven
  - 11 3 Subversion

- 11 4 CVS
- 11 5. CVSweb
- 11 6 Sourceforge
- 12 Design and development of an application that adheres to accessibility standards
- 13 Automated unit, integration and load testing, such as the following tools
  - 13 1 Jmeter
  - 13 2. LoadRunner
  - 13 3 Junit
- 14 Distributed directory and security services as part of an application development project, such as
  - 14 1 OpenSSL
  - 14 2 SSL
  - 14 3 LDAP
  - 14 4 PGP
  - 14 5 x 509 digital certificates
  - 14 6 Single sign on
  - 14 7 Challenge and response
  - 14 8 Assertions
  - 14 9 Secure web services
  - 14 10 Encrypted XML
- 15 Implementation of application, data and web security as part of an application development project, as they pertain to HIPAA, e-commerce and other similar requirements
- 16 System Administration of the current Consultant -certified release(s) BEA WebLogic, including
  - 16 1 Creation of new Domains
  - 16.2. Creation of a clustered environment
  - 16 3 Troubleshooting from a system standpoint
  - 16.4. Performance tuning
- 17 Ongoing application support activities, including but not limited to
  - 17 1 Help Desk support
  - 17 2. Monitoring/alert services on a 24/7 basis
  - 17 3 Break/fix
  - 17 4. Additional enhancements
  - 17 5 User training
  - 17 6. Other training
  - 17 7 Data entry
- 18 Application support and enhancements in an IBM/MVS environment, including but not limited to

the following activities and tools/platforms

- 18 1 Analyze, design, program, test and implement fixes and enhancements
- 18 2 COBOL
- 18 3 DB2
- 18 4 VSAM
- 18 5 UFO
- 18 6 CICS
- 18 7 JCL
- 18 8 Create reports in SAS and Mark IV
- 18 9 Develop interfaces to other mainframe or non-mainframe applications
- 19 Data conversion from applications in a IBM/MVS environment using ISAM/VSAM and/or DB2 to a web-enabled Oracle application, including the following activities
  - 19 1 Analyze, map, design, program, cleanse and perform data conversions to other application(s)
  - 19 2 Convert data from a decommissioned mainframe application to an Oracle database on another platform and provide a user interface to view data only
  - 19 3 Archiving data
- 20 Application conversion from Oracle forms or an MS Access DB to a web-based application
- 21 Development of Business Objects universes, using the current Consultant -certified release(s) of Designer and Supervisor, to include the following activities against Oracle or other databases
  - 21 1 Requirements analysis, development, data validation against the application, performance tuning, documentation, and knowledge transfer
  - 21 2 Implementation of row-and-column level security using Designer and Supervisor
- 22 Development of complex reports in Business Objects, including the following components
  - 22 1 Independent variables
  - 22 2 Multiple queries
  - 22.3 Linking multiple data sources
  - 22 4 Importing/exporting data
- 23. Creation of universes, implementation of ETL tools, and development/support of reports in a data warehouse environment
- 24 Use of Business Objects add-on tools, such as Dashboard manager, Performance Manager, SDK, etc

□

The **IT Infrastructure Design** scope includes tasks that may or may not be included in the following list.

- 1 Wide Area Network (WAN) design
- 2 Local Area Network (LAN) design
- 3 Design of data and network security, including the following components
  - 3 1 Firewalls (software/hardware)
  - 3 2 Security Services (Penetration Testing, Vulnerability Scanning, Policy Development)
  - 3 3 WEB application security
  - 3 4 Database application security
  - 3 5 Intrusion Detection/Prevention
  - 3 6 Authorization/Authentication
  - 3 7 SSLs/VPNs
- 4 Wireless LAN and WAN design
- 5 Microsoft Active Directory and LDAP Directory Integration design
- 6 Enterprise server and storage design
- 7 Server selection, including but not limited to the following Consultant s
  - 7 1 Sun Enterprise
  - 7 2 HP
  - 7 3 Dell
- 8 Operating system tasks, including but not limited to the following Consultant s
  - 8 1 Solaris
  - 8 2 RedHat Linux
  - 8 3 Microsoft
- 9 Clustering solutions, including but not limited to the following products
  - 9 1 Oracle RAC
  - 9 2 Sun Cluster
  - 9 3 Veritas Cluster Server
- 10 Design of Storage Area Network products, including but not limited to the following.
  - 10 1 EMC
  - 10 2 Fujitsu
  - 10 3 Hitachi
  - 10 4 Dell
  - 10 5 HP
- 11 Evaluation and design of back-up and recovery solutions, including but not limited to the following Consultant products
  - 11 1 Veritas Netbackup and Backup
  - 11 2 Exec Legato Networker
  - 11 3 Oracle DB (RMAN)
- 12 Performance testing and tuning of



- 12 1 Applications
- 12 2 Database (Oracle and Microsoft SQL Server) PC Client Server Network
- 12 3. PC Client
- 12 4 Servier
- 12 5 Network
- 13 Network design using optical networks
- 14 Server consolidation and/or platform migration design, including legacy mainframe retirement
- 15 Design of voice over IP solutions
- 16 Design of XML middleware integration solutions
- 17 Needs analysis and design of enterprise-wide business continuity/disaster recovery solutions
- 18 Design of video networks, including but not limited to the following
  - 18 1 CCTV (Closed Caption TeleVision)
  - 18 2 Video Surveillance
  - 18 3 Analog or Digital signal, Analog to Digital signal conversion
  - 18 4 WEBCAMS/WEBCAST
  - 18 5 Streaming Video
  - 18 6 Video Conferencing
- 19 Design of voice networks
- 20 Design of IVR (Interactive Voice Response) systems for the following
  - 20 1 Call Center
  - 20 2 Customer Relations Management (CRM)
  - 20 3 Computer Telephony Integration (CTI) environments
  - 20 4 Voice Script designs
- 21 Design of the following tracking, telemetry, biometrics, and other technologies that may be identified
  - 21 1 RFID (Radio Frequency Identification)
  - 21 2 Infrared
  - 21 3. Magnetic Swipe
  - 21.4 Barcode Readers
  - 21 5 Smart Card
  - 21 6 Proximity Card
  - 21 7 Laser
  - 21 8 Document Management



The **IT Management Consulting** scope includes tasks that may or may not be included in the following list:

- 1 General IT research and recommendations addressing one or more of the following
  - 1.1 Architectures
  - 1.2 Methodologies
  - 1.3 Technology
  - 1.4 Technology outsourcing
- 2 Development of functional requirements for a business application, including the following activities
  - 2.1 Conducting staff and customer interviews
  - 2.2 Documentation of all required data sources and desired interfaces to and from the application
  - 2.3 Development of use cases and process diagrams
  - 2.4. Documentation of any existing applications and manual processes that would be affected
  - 2.5 Review of existing software packages for comparison to potential needs and for additional input as to functionality
  - 2.6 Specifications for user access, inquiry and entry needs
  - 2.7 Specifications for special technology, such as handheld devices
- 3 Business Process Analysis and Re-Engineering, to include the following activities
  - 3.1 Conducting staff and customer interviews
  - 3.2 Documenting current work processes for validation
  - 3.3 Determining current cost of providing services and assessing customer services to calculate cost/benefit and ROI analysis
  - 3.4 Conducting a comparison of the City's processes to reasonable benchmarks and best practices of other organizations, in both the public and private sectors. This may include surveys, questionnaires of other organizations, research, and data analysis
  - 3.5 Identifying gaps in the performance of critical processes and understanding which practices can be applied to improve performance. This may include performing detailed analysis of the way the City does business as compared to ideas and actual practices in other governments and organizations, and determining what may work best for the City
  - 3.6 Developing recommendations for improved processes, suggested activities to implement those recommendations and desired outcomes
  - 3.7 Assistance in implementation of new business process and technology initiatives
- 4 Organizational assessment and/or organizational change management, including outsourcing and consolidation on business units
- 5 Application portfolio analysis for business continuity or other functions
- 6 Strategic business planning, including the following activities

6 1 Business modeling

6 2 Operational assessment 6 3 Critical success factors

7 Preparation of requests for information, qualifications or Proposals to determine and evaluate technical solutions



**COMPENSATION SCHEDULE  
TIME & MATERIAL ONLY**

**CATEGORY 1: APPLICATION DEVELOPMENT, SUPPORT AND ONGOING SERVICE**  
**CATEGORY 4: IT INFRASTRUCTURE DESIGN**  
**CATEGORY 5: MANAGEMENT CONSULTING**

The Consultant named below proposes to provide all Services described in the Scope of Services for the fees set forth below.

**COMPANY NAME: CROWE HORWATH LLP**

<b>Key Personnel (Title)</b>	<b>Maximum Fully Loaded Hourly Rates* 2013</b>	<b>Maximum Fully Loaded Hourly Rates* 2014</b>	<b>Maximum Fully Loaded Hourly Rates* 2015</b>	<b>Maximum Fully Loaded Hourly Rates* 2016</b>	<b>Maximum Fully Loaded Hourly Rates* 2017</b>	<b>Maximum Fully Loaded Hourly Rates* 2018</b>	<b>Maximum Fully Loaded Hourly Rates* 2019</b>
Project Executive/Partner	\$286	\$295	\$304	\$313	\$322	\$332	\$342
Project Manager	\$212	\$218	\$225	\$232	\$239	\$246	\$253
Project Lead	\$175	\$180	\$185	\$191	\$197	\$203	\$209
Sr. Business Analyst	\$185	\$191	\$197	\$203	\$209	\$215	\$221
Business Analyst	\$160	\$165	\$170	\$175	\$180	\$185	\$191
Technical Lead/Architect	\$212	\$218	\$225	\$232	\$239	\$246	\$253
Senior Developer	\$160	\$165	\$170	\$175	\$180	\$185	\$191
Junior Developer	\$143	\$147	\$151	\$156	\$161	\$166	\$171

**\*Fully Loaded Hourly Rates include, but are not necessarily limited to: labor, overhead and payroll burden**

**Notes**

- At your request we have included maximum rates. Depending on the projects and agreed upon staffing, the rates may be lower.
- We have outlined general roles. Depending on the type of project, there may be certain specialists that would be quoted separately.
- We have not included subcontractors in this list. Those rates would be quoted as we determine the M/WBE or other firms needed for a specific effort.
- The 3% year-over-year increase in rates is based on a 10 year average of the consumer price index.

## **EXHIBIT 2**

### **INSURANCE REQUIREMENTS AND EVIDENCE OF INSURANCE**

**EXHIBIT 2**  
**PROFESSIONAL SERVICES INSURANCE REQUIREMENTS**  
**IT Professional Consulting Services**

**CATEGORY 1: APPLICATION DEVELOPMENT, SUPPORT AND ONGOING SERVICE**

**CATEGORY 4: IT INFRASTRUCTURE DESIGN**

**CATEGORY 5: MANAGEMENT CONSULTING**

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

**A. INSURANCE TO BE PROVIDED**

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than **\$500,000** each accident, illness or disease

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than **\$5,000,000** per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Services

Sub Consultants performing Work for Consultant must maintain limits of not less than \$2,000,000 with the same terms herein

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Consultant must provide Automobile Liability Insurance with limits of not less than **\$500,000** per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis

Sub Consultants performing Work for Prime Consultant must maintain limits of not less than \$2,000,000 with the same terms herein

4) Error & Omissions/Professional Liability

When architect, engineers, EDP professionals including but not limited to Software Designers, Computer Programmers, Electronic Data Processors or other professional Consultants perform work in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$1,000,000. Coverage must include but not limited to contractual liability, performance of or failure to perform EDP, performance of or other computer services, and failure of software product or perform the function for the purpose intended. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

Sub Consultants performing work for Consultant may maintain limits of not less than \$1,000,000 with the same terms herein

5) Valuable Papers

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

6) Property/Installation Floater

All Risk/Property Installation Insurance must be maintained at replacement cost for loss or damage to City machinery, equipment, materials or supplies (until City acceptance) and any other property that are part of the project/contract during the course for design, development, replacement or maintenance, testing and installation including any City equipment while at another location of Consultant. Coverage must include worksite, in transit, offsite, faulty workmanship or materials, testing and mechanical-electrical breakdown and extra expense. The City of Chicago is to be named as additional insured and loss payee.

The Consultant is responsible for all loss or damage to City of Chicago Property at full replacement cost during installation, modifications, maintenance and/or repairs to database and any IT Infrastructure Systems while in Consultant's care, custody and control, or loss to any City property as a result of the Contract.

Consultant is responsible for all loss and damage to personal property (including but not limited to material, equipment, tools and supplies), owned, used or rented, by Consultant.

**B. ADDITIONAL REQUIREMENTS**

Consultant must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 806, 121 North LaSalle Street, Chicago IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Consultant must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached as Exhibit-) or equivalent prior to execution of Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from Consultant is not a waiver by the City of any requirements for the Consultant to obtain and maintain the specified coverages. Consultant must advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

The insurance must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Consultant.

Consultant hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents or representatives.

The coverages and limits furnished by Consultant in no way limit the Consultant's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by Consultant under this Agreement.

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

If Consultant is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Consultant must require all Sub Consultants to provide the insurance required herein, or Consultant may provide the coverages for Sub Consultants. All Sub Consultants are subject to the same insurance requirements of Consultant unless otherwise specified in this Agreement.

If Consultant or Sub Consultant desire additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provisions in the Agreement to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.



## Hinton, Tiheta

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**From:** Opoka, James  
**Sent:** Thursday, March 20, 2014 11 06 AM  
**To:** Hinton, Tiheta  
**Subject:** FW Crowe MCA

### CERTIFICATE REVIEW

IT Professional Consulting Services  
MCA – Crow Horwath LL

Tiheta – Upon receipt of the revised certificate for the Professional Liability coverage, the certificates of insurance submitted for the above agreement are satisfactory and approved by Risk Management however, please note, the previous certificate submitted has an upcoming 4/01/2014 expiration of coverage.

---

**From:** Opoka, James  
**Sent:** Thursday, January 23, 2014 5:22 PM  
**To:** Hinton, Tiheta  
**Subject:** RE: Crowe MCA

### Insurance Requirements Request

IT Professional Consulting Services  
MCA – - Crow Horwath LP

Tiheta – In response to your request and following our conversation regarding the above consultant, the insurance carrier letter request/statement related to the waiver of subrogation for the professional liability coverage is satisfactory to Risk Management. The City will not be subrogated against for any claims associated with professional liability exposures in that we can never be held responsible for any loss resultant from the professional services of the consultant.

---

**From:** Hinton, Tiheta  
**Sent:** Thursday, January 23, 2014 3:01 PM  
**To:** Opoka, James  
**Subject:** FW: Crowe MCA

Hello Mr. Opoka, this is an email that I received today from Crowe Howarth regarding a waiver of subrogation. Unfortunately that file that I inherited from Charlita Fain did not reference anything regarding this matter. I'm not sure if this is something that Charlita would have worked on with you or not, but can you take a look at the attachment and provide some direction.

Thank you

**Tiheta L. Hinton**  
**Senior Procurement Specialist**  
City of Chicago, Department of Procurement Services  
121 N LaSalle Street, Rm 806, Chicago, IL 60602  
Phone 312-744-2260 Fax 312-744-9687  
[Tiheta.Hinton@cityofchicago.org](mailto:Tiheta.Hinton@cityofchicago.org)



*Customer Care is our priority. Please contact us with compliments or concerns at [dps.feedback@cityofchicago.org](mailto:dps.feedback@cityofchicago.org). Please visit our website for information on programs, policies and procedures [www.cityofchicago.org/procurement](http://www.cityofchicago.org/procurement)*

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**From:** Owings, Jeanne [<mailto:jeanne.owings@crowehorwath.com>]  
**Sent:** Thursday, January 23, 2014 10:51 AM  
**To:** Hinton, Tiheta  
**Subject:** Crowe MCA

Hi,

I worked through this with Charlita – and wanted to make sure it was not lost in her transition. With respect to waiver of subrogation, our insurance company will not allow us to waive subrogation rights within our Professional Liability Policy.

Please make sure this is included with our contract. I have attached the letter from our Insurance Company we have already provided to the City (April 26, 2013).

Thanks,  
Jeanne

---

Jeanne M. Owings  
Principal  
Crowe Horwath LLP  
70 West Madison, Suite 700  
Chicago, IL 60602

[jeanne.owings@crowehorwath.com](mailto:jeanne.owings@crowehorwath.com)  
[www.crowehorwath.com](http://www.crowehorwath.com)

Office 312-899-8343  
Cell 708-380-9687

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DISCLOSURE REQUIRED BY U.S. TREASURY DEPARTMENT CIRCULAR 230, Crowe Horwath LLP must inform you that any advice in this communication to you was not intended or written to be used, and cannot be used, to avoid any government penalties that may be imposed on a taxpayer.

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333 S Wabash Ave Chicago IL 60604

April 26, 2013

**John Schmidt**

Underwriting Consultant  
Global Specialty Lines  
Accountants Professional Liability  
Telephone 312 822-4468  
Facsimile 312 822-7000  
Internet john.schmidt@cna.com

Mr. Fred J. Bauters  
Chief Risk Officer  
Crowe Horwath, LLP  
One Mid America Plaza, Suite 700  
Oak Brook, IL 60522-3697


Re Crowe Horwath, LLP  
Professional Liability Policy # ABF-188122303  
Effective Dates August 25, 2012 to August 25, 2013  
Request for Waiver of Subrogation Rights

Dear Fred:

I am writing you in response to the recent request to waive subrogation rights within your Professional Liability Policy issued through Columbia Casualty Company. Please be advised that we are unable to honor your request as we do not waive the subrogation rights under the Professional Liability Policy

Please let me know if you have any further questions or concerns

Respectfully,

  
John R. Schmidt  
Underwriting Consultant  
Accountants Professional Liability  
333 S Wabash Ave  
35<sup>th</sup> Floor  
Chicago, IL 60604  
T 312-822-4468  
[john.schmidt@cna.com](mailto:john.schmidt@cna.com)

CC Jeff Day, CNA  
Jason Southard, AON  
Phillip Rowan, CNA

ACORD™

Client#: 304

CROWCHIZ

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/03/2014

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 Chicago Commercial Lines HUB International Midwest Limited 55 East Jackson Boulevard Chicago, IL 60604	CONTACT NAME Jennifer Trudeau	
	PHONE (A/C, No, Ext) 312-279-4708	FAX (A/C, No) 866-526-5418
INSURED Crowe Horwath LLP 320 East Jefferson Blvd South Bend, IN 46601	E-MAIL ADDRESS jennifer.trudeau@hubinternational.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A Hartford Underwriter Ins Co.	NAIC # 30104
	INSURER B Hartford Casualty Insurance Co.	29424
	INSURER C Twin City Fire Insurance Co.	29459
	INSURER D Sentinel Insurance Co., Ltd.	11000
INSURER E		
INSURER F		

## COVERAGES

## CERTIFICATE NUMBER

## REVISION NUMBER

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC			83UUNAR9509	04/01/2014	04/01/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$ \$
D	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			83UUNAR9509	04/01/2014	04/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000			83RHUAR9168	04/01/2014	04/01/2015	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	83WBBQ4928	04/01/2014	04/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E L EACH ACCIDENT \$1,000,000 E L DISEASE - EA EMPLOYEE \$1,000,000 E L DISEASE - POLICY LIMIT \$1,000,000
A	Valuable Papers			83UUNAR9509	04/01/2014	04/01/2015	\$500,000

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

Subject: Financial services

Specification No.: 42504A

Contract No.: 18386

Requisition No.: 82047

(See Attached Descriptions)

## CERTIFICATE HOLDER

## CANCELLATION

City of Chicago  
121 N LaSalle St, Room 806  
Chicago, IL 60602

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS

AUTHORIZED REPRESENTATIVE

*Michael J. Ahlert*

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## DESCRIPTIONS (Continued from Page 1)

70 Madison St, Ste 700  
Chicago IL 60602-4903

City of Chicago is included as additional insureds under General Liability & Automobile Liability, when agreed in a written contract, subject to policy terms, conditions and exclusions.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/18/14

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

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

<b>PRODUCER</b> <b>Aon Insurance Services</b> <b>200 East Randolph Street, 4th Floor</b> <b>Chicago, IL 60601</b>	<b>CONTACT</b> <b>NAME</b>		
	<b>PHONE</b> (A/C No. Ext.)	<b>FAX</b> (A/C No.)	
<b>INSURED</b> <b>Crowe Horwath LLP</b> <b>330 East Jefferson Blvd</b> <b>South Bend, IN 46624</b>	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A</b> Columbia Casualty Company (CNA)		
	<b>INSURER B</b>		
	<b>INSURER C</b>		
	<b>INSURER D</b>		
	<b>INSURER E</b>		
	<b>INSURER F</b>		

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b>						
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER						PRODUCTS - COMPO AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
	<b>AUTOMOBILE LIABILITY</b>						
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b>	<input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N					WC STATUS - CRY LIMITS OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Insurance			ABF-188122303	08/25/13	08/25/14	\$1,000,000 Per Claim and in the Annual Aggregate

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

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
City of Chicago 121 N LaSalle St, Room 806 Chicago, IL 60602	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

### **EXHIBIT 3**



**CITY OF CHICAGO**  
**Department of Procurement Services**  
**Jamie L. Rhee, Chief Procurement Officer**  
121 North LaSalle Street, Room 806  
Chicago, Illinois 60602-1284  
**Fax: 312-744-3281**

#### **SPECIAL CONDITIONS for Professional Services Master Consulting Agreements MBE & WBE**

#### **SPECIAL CONDITIONS REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT AND WOMEN BUSINESS ENTERPRISE COMMITMENT FOR Professional Services Master Consulting Agreements**

##### **I. POLICY AND TERMS**

It is the policy of the City of Chicago that Local Businesses certified as Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in accordance with Section 2-92-420 et seq. of the Municipal Code of Chicago and Regulations Governing Certification of Minority and Women-owned Businesses, and all other Regulations promulgated under the aforementioned sections of the Municipal Code as well as MBEs and WBEs certified by Cook County, Illinois, shall have full and fair opportunities to participate fully in the performance of this agreement. Therefore, the Consultant shall not discriminate against any person or business on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status or source of income, and shall take affirmative action to ensure that MBEs and WBEs shall have full and fair opportunities to compete for and perform subcontracts for supplies or services

**Pursuant to Section 2-92-430 of the Municipal Code of Chicago, the Chief Procurement Officer has established a goal of awarding not less than 25% of the annual dollar value of all non-construction contracts to certified MBEs and 5% of the annual dollar value of all non-construction contracts to certified WBEs.**

Accordingly, the Consultant commits to make Good Faith Efforts to expend at least the following percentages of the total Task Order price (inclusive of any and all modifications and amendments), if awarded, for Task Order participation by MBEs and WBEs

MBE Task Order Goal: 25%  
WBE Task Order Goal: 5%

The commitment is met by the Consultant's status as an MBE or WBE, or by a joint venture with one or more certified MBEs or WBEs that will perform work on the project, or by subcontracting a portion of the work to one or more MBEs or WBEs, or by the purchase of materials used in the performance of the Task Order from one or more MBEs or WBEs, or by the indirect participation of MBEs or WBEs in other aspects of the Consultant's business (but no dollar of such indirect MBE or WBE participation shall be credited more than once against a Consultant's MBE or WBE commitment with respect to all government contracts of such Consultant), or by any combination of the foregoing.

**Note: MBE/WBE participation goals are separate and those businesses certified with the City of Chicago as both a MBE/WBE may only be listed on a bidder's compliance plan as either a MBE or a WBE to demonstrate compliance with the Task Order goals.**

As noted above, the Consultant may meet all or part of this commitment by contracting with MBEs or WBEs for the provision of goods or services not directly related to the performance of this Task Order. However, in determining the manner of MBE/WBE participation, the Consultant shall first consider involvement of MBEs/WBEs as joint venture partners, subConsultants, and suppliers of goods and services directly related to

the performance of this Task Order. In appropriate cases, the Chief Procurement Officer will require the Consultant to demonstrate the specific efforts undertaken to involve MBEs and WBEs in direct participation in the performance of this Task Order.

The Consultant also may with prior approval of the Chief Procurement Officer or designee, meet all, or part, of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in private sector projects.

## **II. DEFINITIONS**

- a. "Area of Specialty" means the description of a MBEs or WBE firm's business which has been determined by the Chief Procurement Officer to be most reflective of the MBE or WBE firm's claimed specialty or expertise. Each MBE and WBE letter of certification contains a description of the firm's Area of Specialty. This information is also contained in the Directory (defined below). Credit towards this Contract's MBE and WBE participation goals shall be limited to the participation of firms performing within their Area of Specialty.

**NOTICE:** The City of Chicago does not make any representation concerning the ability of any MBE/WBE to perform work within their Area of Specialty. It is the responsibility of all Consultants to determine the capability and capacity of MBEs/WBEs to satisfactorily perform the work proposed.

- b. "B.E.P.D." means an entity certified as a Business enterprise owned or operated by people with disabilities as defined in MCC 2-92-586.
- c. "Bid" means a bid, proposal, or submittal detailing a description of the services or work to be provided by the Consultant in response to a bid solicitation, request for proposal, request for qualification or task order request (issued in accordance with the Master Consulting Agreement) issued by the City.
- d. "Bidder" means any person or business entity that submits a bid, proposal, qualification or submittal that seeks to enter into a contract with the City, and includes all partners, affiliates and joint ventures of such person or entity.
- e. "Broker" means a person or entity that fills orders by purchasing or receiving supplies from a third party supplier rather than out of its own existing inventory and provides no commercially useful function other than acting as a conduit between his or her supplier and his or her customer.
- f. "Chief Procurement Officer" or "CPO" means the Chief Procurement Officer of the City of Chicago or his or her designee.
- g. "Commercially Useful Function" means responsibility for the execution of a distinct element of the work of the Task Order, which is carried out by actually performing, managing, and supervising

the work involved, evidencing the responsibilities and risks of a business owner such as negotiating the terms of (sub)contracts, taking on a financial risk commensurate with the Task Order or its subcontract, responsibility for acquiring the appropriate lines of credit and/or loans, or fulfilling responsibilities as a joint venture partner as described in the joint venture agreement.

- h. "Task Order Specific Goals" means the subcontracting goals for MBE and WBE participation established for a particular Task Order
- i. "Consultant" means any person or business entity that has entered into a contract with the City as described herein, and includes all partners, affiliates, and joint ventures of such person or entity
- j. "Direct Participation" the total value of payments made to MBE or WBE firms for work that is completed in their Area of Specialty directly related to the performance of the subject matter of the Task Order will count as Direct Participation toward the Task Order Specific Goals.
- k. "Directory" means the Directory of Certified "Minority Business Enterprises" and "Women Business Enterprises" maintained and published by the City of Chicago. The Directory identifies firms that have been certified as MBEs and WBEs, and includes both the date of their last certification and the area of specialty in which they have been certified. Consultants are responsible for verifying the current certification status of all proposed MBE, and WBE firms
- l. "Good Faith Efforts" means actions undertaken by a bidder or Consultant to achieve a Contract Specific Goal that the CPO or his or her designee has determined, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program's requirements
- m. "Indirect Participation" refers to the value of payments made to MBE or WBE firms for work that is done in their Area of Specialty related to other aspects of the Consultant's business. (Note no dollar of such indirect MBE or WBE participation shall be credited more than once against a Consultant's MBE or WBE commitment with respect to all government contracts held by that Consultant )
- n. "Joint venture" means an association of a MBE or WBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which each joint venture partner contributes property, capital, efforts, skills and knowledge, and in which the MBE or WBE is responsible for a distinct, clearly defined portion of the work of the Task Order and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest
- o. "Minority Business Enterprise" or "MBE" means a firm awarded certification as a minority owned and controlled business in accordance with City Ordinances and Regulations as well as a firm awarded certification as a minority owned and controlled business by Cook County, Illinois.
- p. "Municipal Code of Chicago" or "MCC" means the Municipal Code of the City of Chicago
- q. "Proposal" means the detailed description of the Services to be provided by the Consultant in response to a Task Order Request issued in accordance with the Master Consulting Agreement
- r. "Supplier" or "Distributor" refers to a company that owns, operates, or maintains a store, warehouse or other establishment in which materials, supplies, articles or equipment are bought, kept in stock and regularly sold or leased to the public in the usual course of business. A regular distributor or supplier is a firm that owns, operates, or maintains a store, warehouse, or other



establishment in which the materials or supplies required for performance of the Task Order are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular distributor the firm must engage in, as its principal business and in its own name, the purchase, and sale of the products in question. A regular distributor in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock if it owns or operates distribution equipment

- s "Task Order" means an approved Proposal, as modified by negotiation between the City and Consultant, signed by the CPO and issued pursuant to the Task Order procedures set forth in the Master Consulting Agreement
- t. "Women Business Enterprise" or "WBE" means a firm awarded certification as a women owned and controlled business in accordance with City Ordinances and Regulations as well as a firm awarded certification as a women owned business by Cook County, Illinois

### III. Joint Ventures

The formation of joint ventures to provide MBEs and WBEs with capacity and experience at the prime contracting level, and thereby meet the Task Order's MBE/WBE participation goals (in whole or in part) is encouraged. A joint venture may consist of any combination of MBEs, WBEs, and non-certified firms as long as one member is an MBE or WBE

A. The joint venture may be eligible for credit towards the Task Order's MBE/WBE participation goals only if

- 1 The MBE or WBE joint venture partner's share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest,
- 2 The MBE or WBE joint venture partner is responsible for a distinct, clearly defined portion of the requirements of the Task Order for which it is at risk,
- 3 Each joint venture partner executes the proposal to the City, and
- 4 The joint venture partners have entered into a written agreement specifying the terms and conditions of the relationship between the partners and their relationship and responsibilities to the Task Order, and all such terms and conditions are in accordance with the conditions set forth in Items 1, 2, and 3 above in this Paragraph A

B The Chief Procurement Officer shall evaluate the proposed joint venture agreement, the Schedule B submitted on behalf of the proposed joint venture, and all related documents to determine whether these requirements have been satisfied. The Chief Procurement Officer shall also consider the record of the joint venture partners on other City of Chicago contracts/Task Orders. The decision of the Chief Procurement Officer regarding the eligibility of the joint venture for credit towards meeting the Task Order's MBE/WBE participation goals, and the portion of those goals met by the joint venture, shall be final.

The joint venture may receive MBE or WBE credit for work performed by the MBE or WBE joint venture partner(s) equal to the value of work performed by the MBE or WBE with its own forces for a distinct, clearly defined portion of the work.

Additionally, if employees of the joint venture entity itself (as opposed to employees of the MBE or WBE partner) perform the work then the value of the work may be counted toward the Task

Order's MBE/WBE participation goals at a rate equal to the MBE or WBE firm's percentage of participation in the joint venture as described in Schedule B

The Chief Procurement Officer may also count the dollar value of work subcontracted to other MBEs and WBEs. Work performed by the forces of a non-certified joint venture partner shall not be counted toward the Task Order's MBE/WBE participation goals

**C Schedule B MBE/WBE Affidavit of Joint Venture**

Where the bidder's Compliance Plan includes the participation of any MBE or WBE as a joint venture partner, the bidder must submit with its proposal a Schedule B and the proposed joint venture agreement. These documents must both clearly evidence that the MBE or WBE joint venture partner(s) will be responsible for a clearly defined portion of the work to be performed, and that the MBE's or WBE's responsibilities and risks are proportionate to its ownership percentage. The proposed joint venture agreement must include specific details related to:

- 1 The parties' contributions of capital, personnel, and equipment and share of the costs of insurance and bonding;
- 2 Work items to be performed by the MBE's or WBE's own forces and/or work to be performed by employees of the newly formed joint venture entity;
- 3 Work items to be performed under the supervision of the MBE or WBE joint venture partner, and
4. The MBE's or WBE's commitment of management, supervisory, and operative personnel to the performance of the Task Order.

**Notice:** Vague, general descriptions of the responsibilities of the MBE or WBE joint venture partner do not provide any basis for awarding credit. For example, descriptions such as "participate in the budgeting process," "assist with hiring," or "work with managers to improve customer service" do not identify distinct, clearly defined portions of the work. Roles assigned should require activities that are performed on a regular, recurring basis rather than as needed. The roles must also be pertinent to the nature of the business for which credit is being sought. For instance, if the scope of work required by the City entails the delivery of goods or services to various sites in the City, stating that the MBE or WBE joint venture partner will be responsible for the performance of all routine maintenance and all repairs required to the vehicles used to deliver such goods or services is pertinent to the nature of the business for which credit is being sought.

**Notice:** The City requires that, whenever a joint venture is proposed as the prime Consultant, each joint venture partner must separately sign the proposal to the City, in the pages captioned TO BE EXECUTED BY A CORPORATION; TO BE EXECUTED BY A PARTNERSHIP; and/or TO BE EXECUTED BY A SOLE PROPRIETOR, as applicable.

**IV. COUNTING MBE/WBE PARTICIPATION TOWARD THE TASK ORDER GOALS**

Refer to this section when preparing the MBE/WBE compliance plan and completing Schedule D-3 for guidance on what value of the participation by MBEs and WBEs will be counted toward the stated Task Order Specific Goals. The "Percent Amount of Participation" depends on whether and with whom a MBE or WBE subcontracts out any portion of its work and other factors.

**Firms that are certified as both MBE and WBE may only be listed on a bidder's compliance plan as**

**either a MBE or a WBE to demonstrate compliance with the Task Order Specific Goals.** For example, a firm certified as both a MBE and a WBE may only listed on the bidder's compliance plan under one of the categories, but not both **Only payments made to MBE and WBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements above will be counted toward the Task Order Specific Goals.**

- A Only expenditures to firms that perform a **Commercially Useful Function** as defined above may count toward the Task Order Specific Goals.
  - 1 The CPO will determine whether a firm is performing a commercially useful function by evaluating the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors
  - 2 A MBE or WBE does not perform a commercially useful function if its participation is only required to receive payments in order to obtain the appearance of MBE or WBE participation. The CPO may examine similar commercial transactions, particularly those in which MBEs or WBEs do not participate, to determine whether non MBE and non WBE firms perform the same function in the marketplace to make a determination
- B Only the value of the dollars paid to the MBE or WBE firm for work that it performs in its **Area of Specialty** in which it is certified counts toward the Task Order Specific Goals
- C If the MBE or WBE performs the work itself
  - 1 100% of the value of work actually performed by the MBE's or WBE's own forces shall be counted toward the Task Order Specific Goals, including the cost of supplies and materials purchased or equipment leased by the MBE or WBE from third parties or second tier subConsultants in order to perform its (sub)contract with its own forces (except supplies and equipment the MBE or WBE subConsultant purchases or leases from the Consultant or its affiliate. **0% of the value of work that a MBE or WBE subcontracts to a non-certified firm counts toward the Task Order Specific Goals**
- D If the MBE or WBE is a manufacturer:
  - 1 100% of expenditures to a MBE or WBE manufacturer for items needed for the Task Order shall be counted toward the Task Order Specific Goals. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the bidder or Consultant
- E If the MBE or WBE is a distributor or supplier.
  - 1 60% of expenditures for materials and supplies purchased from a MBE or WBE that is certified as a regular dealer or supplier shall be counted toward the Task Order Specific Goals
- F If the MBE or WBE is a broker
  - 1 0% of expenditures paid to brokers will be counted toward the Task Order Specific Goals
  - 2 As defined above, Brokers provide no commercially useful function
- G If the MBE or WBE is a member of the joint venture Consultant/proposer.
  - 1 A joint venture may count the portion of the total dollar value of the Task Order equal to the distinct, clearly defined portion of the work of the Task Order that the MBE or WBE performs with its own forces toward the Task Order Specific Goals, or
  - 2. If employees of this distinct joint venture entity perform the work then the value of the work may be counted toward the Task Order Specific Goals at a rate equal to the MBE or WBE firm's percentage of participation in the joint venture as described in Schedule B

3. A joint venture may also count the dollar value of work subcontracted to other MBEs and WBEs, however, work subcontracted out to non-certified firms may not be counted

H If the MBE or WBE subcontracts out any of its work:

- 1 100% of the value of the work subcontracted to other MBEs or WBEs performing work in its Area of Specialty may be counted toward the Task Order Specific Goals.
- 2 0% of the value of work that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals (except as allowed by C 1 above).
- 3 The fees or commissions charged for providing a *bona fide* service, such as professional, technical, consulting or managerial services or for providing bonds or insurance and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Task Order, may be counted toward the Task Order Specific Goals, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- 4 The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services
- 5 The fees or commissions charged for providing any bonds or insurance, but not the cost of the premium itself, specifically required for the performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services

#### V. REGULATIONS GOVERNING REDUCTIONS TO OR WAIVER OF MBE/WBE GOALS

The following Regulations set forth the standards to be used in determining whether or not a reduction or waivers of the MBE/WBE commitment goals of a particular Task Order are appropriate. If a bidder determines that it is unable to meet the MBE and/or WBE goal percentage on a City of Chicago Task Order, a written request for the reduction or waiver of the commitment must be included in the Task Order proposal

The written request for reduction or waiver from the commitment must be in the form of a signed petition for grant of relief from the MBE/WBE percentages submitted on the bidder's letterhead, and must demonstrate that all required efforts as set forth in these Special Conditions were taken to secure eligible Minority and Women Business Enterprises to meet the commitments. The Chief Procurement Officer or designee shall determine whether the request for the reduction or waiver will be granted

All bidders will be considered responsive to the terms and conditions of these Special Conditions if, at the time of bid, it submits a waiver request and all supporting documentation that adequately addresses the conditions for waiver of MBE/WBE goals, including proof of notification to assist agencies except:

- 1) Bidders responding to Request for Proposals (RFPs) who have been identified as a short listed candidate and/or a prospective awardee will be given a designated time allowance, but no more than fourteen (14) calendar days to submit to the Department of Procurement Services complete documentation that adequately addresses the conditions for waiver described herein, and
- 2) Bidders responding to Request for Information and or Qualifications (RFI/RFQs) deemed by the Chief Procurement Officer or authorized designee to be the most responsive and responsible shall submit documentation that adequately addresses the conditions for waiver described herein during negotiations.

Failure to submit documentation sufficient to support the waiver request will cause the proposal to be found non-responsive by the Chief Procurement Officer, and the proposal will be rejected. In such cases the remedies to be taken by the Chief Procurement Officer, in his or her discretion, may include, but are not limited to, forfeiture of bid deposit, negotiating with the next lowest bidder; or re-advertising the proposal. All bidders must submit all required documents at the time of proposal opening to expedite the Task Order award.

**A. Direct/Indirect Participation**

Each of the following elements must be present in order to determine whether or not such a reduction or waiver is appropriate:

1. The bidder has documented the unsuccessful solicitation for either subConsultants or joint venture partners of at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of the appropriate certified MBE/WBE firms to perform any direct or indirect work identified or related to the Task Order proposal. Documentation must include but is not necessarily limited to:
  - a. A detailed statement of efforts to identify and select portions of work identified in the proposal solicitation for subcontracting to MBEs and WBEs,
  - b. A listing of all MBEs and WBEs contacted for the proposal solicitation that includes:
    - i. Name, address, emails and telephone number of MBE/WBE firms solicited,
    - ii. Date and time of contact,
    - iii. Person contacted;
    - iv. Method of contact (letter, telephone call, facsimile, electronic mail, etc.)
  - c. Copies of letters or any other evidence of mailing that substantiates outreach to MBE/WBE vendors that includes:
    - i. Project identification and location,
    - ii. Classification/commodity of work items for which quotations were sought,
    - iii. Date, item, and location for acceptance of subConsultant bids;
    - iv. Detailed statements summarizing direct negotiations with appropriate MBEs and WBEs for specific portions of the work and indicating why negotiations were not successful;
    - v. Affirmation that Good Faith Efforts have been demonstrated by: choosing subcontracting opportunities likely to achieve MBE/WBE goals, not imposing any limiting conditions which were not mandatory for all subConsultants, providing notice of subcontracting opportunities to M/WBE firms and assist agencies at least five (5) business days in advance of the initial bid due date.

**OR**

2. SubConsultant participation will be deemed excessively costly when the MBE/WBE subConsultant proposal exceeds the average price quoted by more than twenty percent (20%). In order to establish that a subConsultant's quote is excessively costly, the bidder must provide the following information:
  - a. A detailed statement of the work identified for MBE/WBE participation for which the bidder asserts the MBE/WBE quote(s) were excessively costly (in excess of 20% higher).

- b. A listing of all potential subConsultants contacted for a quotation on that work item,
  - c. Prices quoted for the subcontract in question by all such potential subConsultants for that work item
- 3 Other documentation that demonstrates to the satisfaction of the Chief Procurement Officer that the MBE/WBE proposals are excessively costly, even though not in excess of 20% higher than the average price quoted. This determination will be based on factors that include, but are not limited to the following:
- a. The City's estimate for the work under a specific subcontract;
  - b. The bidder's own estimate for the work under the subcontract;
  - c. An average of the bona fide prices quoted for the subcontract,
  - d. Demonstrated increase in other Task Order costs as a result of subcontracting to the M/WBE or other firm.

**B. Assist Agency Participation**

Every waiver and/or reduction request must include evidence that the bidder has provided timely notice of the need for subConsultants to an appropriate association/assist agency representative of the MBE/WBE business community shown in Attachment A. This notice must be given at least five (5) business days in advance of the initial bid due date.

The notice requirement of this Section will be satisfied if a bidder contacts at least one of the associations on Attachment A when the prime Consultant seeks a waiver or reduction in the utilization goals. Attachment B provides the letter format that a prime Consultant may use. Proof of notification prior to proposal submittal (e.g. certified mail receipt or facsimile transmittal receipt) will be required for any proposal submitted to be deemed responsive on the date of proposal opening. If deemed appropriate, the Contract Compliance Officer may contact the assist agency for verification of notification.

**C. Impracticability**

- 1. If the Chief Procurement Officer determines that a lesser MBE and/or WBE percentage standard is appropriate with respect to a particular Task Order subject to competitive bidding prior to the proposal solicitations for such Task Order, proposal specifications shall include a statement of such revised standard.
- 2. The requirements set forth in these Regulations shall not apply where the Chief Procurement Officer determines prior to the proposal solicitations that MBE/WBE subConsultant participation is impracticable.

This may occur whenever the Chief Procurement Officer determines that for reasons of time, need, industry practices, or standards not previously known by the Chief Procurement Officer, or such other extreme circumstances as may be deemed appropriate, such a Waiver is in the best interests of the City. This determination may be made in connection with a particular Task Order, whether before the Task Order is let for bid, during the proposal or award process, before or during negotiation of the Task Order, or during the performance of the Task Order.

For all notifications required to be made by bidders, in situations where the Chief Procurement Officer has determined that time is of the essence, documented telephone contact may be substituted for letter contact.

**VI. PROCEDURE TO DETERMINE PROPOSAL COMPLIANCE**

A bid may be rejected as non-responsive if it fails to submit one or more of the following with its bid demonstrating its Good Faith Efforts to meet the Contract Specific Goals by reaching out to MBEs and WBEs to perform work on the contract 1) An MBE/WBE compliance plan demonstrating how the bidder plans to meet the Contract Specific Goals; and/or 2) a request for reduction or waiver of the Contract Specific Goals in accordance with Section 2-92-450 of the MCC

**Only compliance plans utilizing MBE and WBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements will be counted toward the Contract Specific Goals.**

The following Schedules and described documents constitute the bidder's MBE/WBE proposal, and must be submitted in accordance with the guidelines stated

**A. Schedule C-3: Letter of Intent from MBE/WBE to Perform as SubConsultant, Supplier, and/or Consultant**

The bidder must submit the appropriate Schedule C-3 with the Task Order proposal for each MBE and WBE included on the Schedule D-3. The City encourages subConsultants to utilize the electronic fillable format Schedule C-3, which is available at the Department of Procurement Services website, <http://cityofchicago.org/forms>. Each Schedule C-3 must accurately detail the work to be performed by the MBE or WBE and the agreed upon rates/prices. Each Schedule C-3 must also include a separate sheet as an attachment on which the MBE or WBE fully describes its proposed scope of work, including a description of the commercially useful function being performed by the MBE or WBE in its Area of Specialty. If a facsimile copy of the Schedule C-3 has been submitted with the Task Order proposal, an executed original Schedule C-3 must be submitted by the bidder for each MBE and WBE included on the Schedule D-3 within five (5) business days after the date of the proposal opening.

Failure to submit a completed Schedule C-3 in accordance with this section shall entitle the City to deem the bid/proposal non-responsive and therefore reject the bid/proposal.

**B. Letters of Certification.**

A copy of each proposed MBE/WBE firm's current Letter of Certification from the City of Chicago or Cook County, Illinois, must be submitted with the proposal. All Letters of Certification issued by the City of Chicago and Cook County include a statement of the MBE/WBE firm's Area of Specialty. The MBE/WBE firm's scope of work, as detailed by their Schedule C-3, must conform to their stated Area of Specialty.

**C. Joint Venture Agreements.**

If the bidder's MBE/WBE proposal includes the participation of an MBE/WBE as joint venture on any tier (either as the bidder/Consultant or as a subConsultant), the bidder must provide a copy of the joint venture agreement and a Schedule B along with all other requirements listed in Section III above. In order to demonstrate the MBE/WBE partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) contributions of capital and equipment, (2) work responsibilities or other performance to be undertaken by the MBE/WBE, and (3) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the contract. The joint venture agreement must also clearly define each partner's authority to contractually obligate the joint venture and each partner's authority to expend joint venture funds (e.g., check signing authority).

**D. Schedule D-3: Affidavit of Prime Consultant - MBE/WBE Compliance Plan**

Bidders must submit, together with each Task Order proposal, a completed Schedule D-3 committing them to the utilization of each listed MBE/WBE firm. The City encourages bidders to utilize the electronic fillable format Schedule D-3, which is available at the Department of Procurement Services website, <http://cityofchicago.org/forms>. Except in cases where the bidder has submitted a request for a complete waiver of or variance from the MBE/WBE commitment in accordance with Section V herein, the bidder must commit to the expenditure of a specific dollar amount of participation by each MBE/WBE firm included on their Schedule D-3. The total dollar commitment to proposed MBEs must at least equal the MBE goal, and the total dollar commitment to proposed WBEs must at least equal the WBE goal. Bidders are responsible for calculating the dollar equivalent of the MBE and WBE goals as percentages of their total base bids or in the case of Term Agreements, depends upon requirements agreements and blanket agreements, as percentages of the total estimated usage. All commitments made by the bidder's Schedule D-3 must conform to those presented in the submitted Schedule C-3. Bidders shall not be permitted to add MBEs or WBEs after bid opening to meet the Task Order Specific Goals, however, Consultants are encouraged to add additional MBE/WBE vendors to their approved compliance plan during the performance of the contract when additional opportunities for participation are identified. Except in cases where substantial and documented justification is provided, bidders will not be allowed to reduce the dollar commitment made to any MBE or WBE in order to achieve conformity between the Schedules C-3 and D-3.

All commitments for joint venture agreements must be delineated in the Schedule B.

## **VII. REPORTING REQUIREMENTS DURING THE TERM OF THE TASK ORDER**

- A The Consultant will, not later than thirty (30) calendar days from the award of a Task Order by the City, execute formal contracts or purchase orders with the MBEs and WBEs included in their approved MBE/WBE Utilization Plan. These written agreements will be made available to the Chief Procurement Officer upon request.
- B The Consultant will be responsible for reporting payments to all subConsultants on a monthly basis in the form of an electronic audit. Upon the first payment issued by the City of Chicago to the Consultant for services performed, on the first day of each month and every month thereafter, email and or fax audit notifications will be sent out to the Consultant with instructions to report payments that have been made in the prior month to each subConsultant. The reporting of payments to all subConsultants must be entered into the Certification and Compliance Monitoring System (C2), or whatever reporting system is currently in place, on or before the fifteenth (15th) day of each month.
- C Once the Consultant has reported payments made to each MBE and WBE, including zero dollar amount payments, the MBE and WBE will receive an email and or fax notification requesting them to log into the system and confirm payments received. All monthly confirmations must be reported on or before the 20th day of each month. Consultant and subConsultant reporting to the C2 system must be completed by the 25th of each month or payments may be withheld.
- D All subcontract agreements between the Consultant and MBE/WBE firms or any first tier non-certified firm and lower tier MBE/WBE firms must contain language requiring the MBE/WBE to respond to email and/or fax notifications from the City of Chicago requiring them to report payments received for the prime or the non-certified firm.

Access to the Certification and Compliance Monitoring System (C2), which is a web based reporting system, can be found at: <https://chicago.mwdbe.com>

- E The Chief Procurement Officer or any party designated by the Chief Procurement Officer, shall have access to the Consultant's books and records, including without limitation payroll records, tax returns and records and books of account, to determine the Consultant's compliance with its commitment to MBE and



WBE participation and the status of any MBE or WBE performing any portion of the Task Order. This provision shall be in addition to, and not a substitute for, any other provision allowing inspection of the Consultant's records by any officer or official of the City for any purpose.

- F. The Consultant shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs, retaining these records for a period of at least five years after final acceptance of the work. Full access to these records shall be granted to City, federal or state authorities or other authorized persons.

#### **VIII. CHANGES TO COMPLIANCE PLAN**

- A. No changes to the Compliance Plan or Task Order MBE and WBE commitments or substitution of MBE or WBE subConsultants may be made without the prior written approval of the Contract Compliance Officer. Unauthorized changes or substitutions, including performing the work designated for a subConsultant with the Consultant's own forces, shall be a violation of these Special Conditions and a breach of the Task Order with the City, and may cause termination of the executed Task Order for breach, and/or subject the bidder or Consultant to contract remedies or other sanctions. The facts supporting the request for changes must not have been known nor reasonably could have been known by the parties prior to entering into the subcontract. Bid shopping is prohibited. The bidder or Consultant must negotiate with the subConsultant to resolve the problem. If requested by either party, the Department of Procurement Services shall facilitate such a meeting. Where there has been a mistake or disagreement about the scope of work, the MBE or WBE can be substituted only where an agreement cannot be reached for a reasonable price for the correct scope of work.
- B. Substitutions of a MBE or WBE subConsultant shall be permitted only on the following basis:
1. Unavailability after receipt of reasonable notice to proceed,
  2. Failure of performance;
  3. Financial incapacity,
  4. Refusal by the subConsultant to honor the proposal price or scope,
  5. Mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed,
  6. Failure of the subConsultant to meet insurance, licensing, or bonding requirements,
  7. The subConsultant's withdrawal of its proposal;
  8. SubConsultant provided false information, or
  9. De-certification the subConsultant as a MBE or WBE (graduation from the MBE/WBE program does not constitute de-certification).
- C. If it becomes necessary to substitute a MBE or WBE or otherwise change the Compliance Plan, the procedure will be as follows:
1. The bidder or Consultant must notify the Contract Compliance Officer and Chief Procurement Officer in writing of the request to substitute a MBE or WBE or otherwise change the Compliance Plan. The request must state specific reasons for the substitution or change. A letter from the MBE or WBE to be substituted or affected by the change stating that it cannot perform on the Task Order or that it agrees with the change in its scope of work must be submitted with the request.
  2. The City will approve or deny a request for substitution or other change within 15 business days of receipt of the written request.
  3. Where the bidder or Consultant has established the basis for the substitution to the satisfaction of the Chief Procurement Officer, it must make Good Faith Efforts to meet the Task Order Specific Goal by substituting a MBE or WBE subConsultant. Documentation of a replacement

MBE or WBE, or of Good Faith Efforts, must meet the requirements in sections V and VI. If the MBE or WBE Task Order Specific Goal cannot be reached and Good Faith Efforts have been made, as determined by the Chief Procurement Officer, the bidder or Consultant may substitute with a non-MBE or non-WBE.

4. If a bidder or Consultant plans to hire a subConsultant for any scope of work that was not previously disclosed in the Compliance Plan, the bidder or Consultant must obtain the approval of the Chief Procurement Officer to modify the Compliance Plan and must make Good Faith Efforts to ensure that MBEs or WBEs have a fair opportunity to bid on the new scope of work.
  5. A new subcontract must be executed and submitted to the Contract Compliance Officer within five business days of the bidder's or Consultant's receipt of City approval for the substitution or other change.
- D. The City shall not be required to approve extra payment for escalated costs incurred by the Consultant when a substitution of subConsultants becomes necessary to comply with MBE/WBE Task Order requirements.

#### **IX. NON-COMPLIANCE AND DAMAGES**

- A. Without limitation, the following shall constitute a material breach of this Task Order and entitle the City to declare a default, terminate the Task Order, and exercise those remedies provided for in the contract at law or in equity: (1) failure to demonstrate good faith efforts to comply with MBE or WBE participation requirements, and (2) disqualification as a MBE or WBE of the Consultant or any joint venture partner, subConsultant or supplier if its status as an MBE or WBE was a factor in the award of the Task Order and such status was misrepresented by the Consultant.
- B. Payments due to the Consultant may be withheld until corrective action is taken.
- C. Pursuant to 2-92-445, remedies or sanctions may include a penalty in the amount of the discrepancy between the amount of the MBE/WBE participation commitment and the achieved amount of MBE/WBE participation, disqualification from contracting or subcontracting on additional City contracts for up to three years. The consequences provided herein shall be in addition to any other criminal or civil liability to which such entities may be subject.
- D. The Consultant shall have the right to protest the determination of non-compliance and the imposition of any penalty by the Chief Procurement Officer pursuant to 2-92-445 of the Municipal Code of the City of Chicago, within 15 business days of the determination.

#### **X. Arbitration**

- A. In the event a Consultant has not complied with the contractual MBE/WBE percentages in its Schedule D, underutilization of MBEs/WBEs shall entitle the affected MBE/WBE to recover from the Consultant damages suffered by such entity as a result of being underutilized; provided, however, that this provision shall not apply to the extent such underutilization occurs pursuant to a waiver or substitution approved by the City. The Ordinance and contracts subject thereto provide that any disputes between the Consultant and such affected MBEs/WBEs regarding damages shall be resolved by binding arbitration before an independent arbitrator other than the City, with reasonable expenses, including attorney's fees, being recoverable by a prevailing MBE/WBE in accordance with these regulations. This provision is intended for the benefit of any MBE/WBE affected by underutilization and grants such entity specific third party beneficiary rights. Any rights conferred by this regulation are non-waivable and take precedence over any agreement to the contrary, including but not limited to those contained in a subcontract, suborder, or communicated orally between a Consultant and a MBE/WBE.

- B An MBE/WBE desiring to arbitrate shall contact the Consultant in writing to initiate the arbitative process. Except as otherwise agreed to in writing by the affected parties subject to the limitation contained in the last sentence of the previous paragraph, within ten (10) calendar days of the Consultant receiving notification of the intent to arbitrate from the MBE/WBE the above-described disputes shall be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 2527, Chicago, Illinois 60601-7601 [Phone: (312) 616-6560; Fax: (312) 819-0404] All such arbitrations shall be initiated by the MBE/WBE filing a demand for arbitration with the AAA, shall be conducted by the AAA; and held in Chicago, Illinois
- C All arbitration fees are to be paid *pro rata* by the parties, however, that the arbitrator is authorized to award reasonable expenses, including attorney's and arbitrator fees, as damages to a prevailing MBE/WBE
- D The MBE/WBE must send the City a copy of the Demand for Arbitration within ten (10) calendar days after it is filed with the AAA The MBE/WBE also must send the City a copy of the decision of the arbitrator within ten (10) calendar days of receiving such decision Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction

**XI Equal Employment Opportunity**

Compliance with MBE and WBE requirements will not diminish or supplant equal employment opportunity and civil rights provisions as required by law related to bidder or Consultant and subConsultant obligations.





**SCHEDULE D-3**  
**Affidavit of Prime Consultant**  
**Task Order Services Contracts**  
**MBE/WBE Compliance Plan**

**FOR  
TASK ORDER  
SERVICES  
CONTRACTS ONLY**

**MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT THE SCHEDULE D-3 WILL CAUSE THE  
BID TO BE REJECTED. DUPLICATE AS NEEDED.**

Contract PO No \_\_\_\_\_

Task Order Project Description \_\_\_\_\_

I HEREBY DECLARE AND AFFIRM that I am the \_\_\_\_\_ and a duly authorized  
representative of (Title of Affiant)

\_\_\_\_\_  
(Name of Prime Consultant/Consultant)

and that I have personally reviewed the material and facts submitted with the Schedule C-3s regarding Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) to perform as a subConsultant/sub-consultant/ or supplier All MBE/WBE firms included in this plan have been certified as such by the City of Chicago (current letter of certification attached)

**I. Complete this section for each MBE/WBE participating on this Task Order:**

1 Name of MBE/WBE

Firm \_\_\_\_\_

Address \_\_\_\_\_

Contact  
Person/Title \_\_\_\_\_

Phone  
Number \_\_\_\_\_

Dollar Value of Participation  
\$ \_\_\_\_\_

Percentage of Participation % \_\_\_\_\_

If indirect participation is being used, describe in detail the services that will be performed and provide detailed project information (ie , project name, description, location, type of service and/or supplies that are being purchased Copies of invoices, bill of sale, and cancelled checks must be submitted to the Department of Procurement Services upon project completion)

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

2 Name of MBE/WBE

Firm \_\_\_\_\_

Address \_\_\_\_\_

—

Contact

Person/Title \_\_\_\_\_

Phone

Number \_\_\_\_\_

Dollar Value of Participation

\$ \_\_\_\_\_

Percentage of Participation

% \_\_\_\_\_

If indirect participation is being used, describe in detail the services that will be performed and provide detailed project information (ie , project name, description, location, type of service and/or supplies that are being purchased Copies of invoices, bill of sale, and cancelled checks must be submitted to the Department of Procurement Services upon project completion

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3 Name of MBE/WBE

Firm \_\_\_\_\_

Address \_\_\_\_\_

Contact

Person/Title \_\_\_\_\_

Phone

Number \_\_\_\_\_

Dollar Value of Participation

\$ \_\_\_\_\_

Percentage of Participation

% \_\_\_\_\_

If indirect participation is being used, describe in detail the services that will be performed and provide detailed project information (ie , project name, description, location, type of service and/or supplies that are being purchased Copies of invoices, bill of sale, and cancelled checks must be submitted to the Department of Procurement Services upon project completion

\_\_\_\_\_

\_\_\_\_\_

4 Name of MBE/WBE

Firm \_\_\_\_\_

Address \_\_\_\_\_

Contact  
Person/Title \_\_\_\_\_

Phone  
Number \_\_\_\_\_

Dollar Value of Participation  
\$ \_\_\_\_\_

Percentage of Participation  
% \_\_\_\_\_

If indirect participation is being used, describe in detail the services that will be performed and provide detailed project information (ie , project name, description, location, type of service and/or supplies that are being purchased Copies of invoices, bill of sale, and cancelled checks must be submitted to the Department of Procurement Services upon project completion

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

5 Name of MBE/WBE

Firm \_\_\_\_\_

Address \_\_\_\_\_

Contact  
Person/Title \_\_\_\_\_

Phone  
Number \_\_\_\_\_

Dollar Value of Participation  
\$ \_\_\_\_\_

Percentage of Participation  
% \_\_\_\_\_

If indirect participation is being used, describe in detail the services that will be performed and provide detailed project information (ie , project name, description, location, type of service and/or supplies that are being purchased Copies of invoices, bill of sale, and cancelled checks must be submitted to the Department of Procurement Services upon project completion

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

- 6 Attach Additional Sheets as Needed

II. Summary of Direct MBE/WBE Proposal

1 MBE Direct Participation

MBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
<b>Total Direct MBE Participation</b>		

2. WBE Direct Participation

WBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
<b>Total Direct WBE Participation</b>		

III. Summary of Indirect MBE/WBE Proposal

1 MBE Indirect Participation

MBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
<b>Total Indirect MBE Participation</b>		

2 WBE Indirect Participation

WBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)

<b>Total Indirect WBE Participation</b>		

The Consultant designates the following person as its MBE/WBE Liaison Officer

\_\_\_\_\_  
(Name- Please Print or Type)

\_\_\_\_\_  
(Phone)

**I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, THAT NO MATERIAL FACTS HAVE BEEN OMITTED, AND THAT I AM AUTHORIZED ON BEHALF OF THE PRIME CONSULTANT TO MAKE THIS AFFIDAVIT.**

\_\_\_\_\_  
(Name of Prime Consultant – Print or Type)

State of \_\_\_\_\_

\_\_\_\_\_  
(Signature)

County of \_\_\_\_\_

\_\_\_\_\_  
(Name/Title of Affiant – Print or Type)

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

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above signed officer \_\_\_\_\_  
(Name of Affiant)

personally appeared and, known by me to be the person described in the foregoing Affidavit, acknowledged that (s)he executed the same in the capacity stated therein and for the purposes therein contained

IN WITNESS WHEREOF, I hereunto set my hand and seal

\_\_\_\_\_  
(Notary Public Signature)

SEAL

Commission Expires \_\_\_\_\_





FOR  
TASK ORDER  
CONTRACTS ONLY

### SCHEDULE C-3

#### MBE/WBE Letter of Intent to Perform as a SubConsultant, Supplier, or Consultant

Contract PO No \_\_\_\_\_

Task Order Project Description \_\_\_\_\_

From \_\_\_\_\_  
(Name of MBE/WBE Firm)

To \_\_\_\_\_ and the City of Chicago  
(Name of Prime Consultant)

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago Certification Letter, effective,  
\_\_\_\_\_ to \_\_\_\_\_  
(Date) (Date)

The undersigned is prepared to perform the following services in connection with the above named Task Order. If more space is required to fully describe the MBE or WBE proposed scope of services and/or payment schedule, including a description of the commercially useful function being performed. Attach additional sheets as necessary.

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

The above described performance is offered for the following price and described terms of payment

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

#### **SUB-SUBCONTRACTING LEVELS**

A zero (0) must be shown in each blank if the MBE or WBE will not be subcontracting any of the services listed or attached to this schedule.

\_\_\_\_\_ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to non MBE/WBE Consultants.

\_\_\_\_\_ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to MBE or WBE Consultants.

**NOTICE:** If any of the MBE or WBE scope of services will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the services that will be subcontracted.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Consultant, conditioned upon your receipt of an approved Task Order from the City of Chicago, within three (3) business days of your receipt of an approved Task Order from the City of Chicago.

**NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.**

\_\_\_\_\_  
(Signature of President/Owner/CEO or Authorized Agent of MBE/WBE)

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

\_\_\_\_\_  
(Name/Title-Please Print)

\_\_\_\_\_  
(Email & Phone Number)

## SCHEDULE B: Affidavit of Joint Venture (MBE/WBE)

This form need not be submitted if all joint venturers are MBEs and/or WBEs. In such a case, however, a written joint venture agreement among the MBE and WBE venturers must be submitted. In all proposed joint ventures, each MBE and/or WBE venturer must submit a copy of their current Letter of Certification.

All Information Requested by this Schedule must Be Answered in the Spaces Provided. Do Not Refer to Your Joint Venture Agreement Except to Expand on Answers Provided on this Form. If Additional Space Is Required, Additional Sheets May Be Attached.

- I. Name of joint venture \_\_\_\_\_  
Address of joint venture \_\_\_\_\_  
Phone number of joint venture \_\_\_\_\_
- II. Identify each non-MBE/WBE venturer(s).  
Name of Firm. \_\_\_\_\_  
Address. \_\_\_\_\_  
Phone. \_\_\_\_\_  
Contact person for matters concerning MBE/WBE compliance \_\_\_\_\_
- III. Identify each MBE/WBE venturer(s)  
Name of Firm \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_  
Contact person for matters concerning MBE/WBE compliance \_\_\_\_\_
- IV. Describe the role(s) of the MBE and/or WBE venturer(s) in the joint venture \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- V. Attach a copy of the joint venture agreement. In order to demonstrate the MBE and/or WBE venturer's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital and equipment, (2) work items to be performed by the MBE/WBE's own forces, (3) work items to be performed under the supervision of the MBE/WBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the project.
- VI. Ownership of the Joint Venture  
A. What are the percentage(s) of MBE/WBE ownership of the joint venture?  
MBE/WBE ownership percentage(s) \_\_\_\_\_  
Non-MBE/WBE ownership percentage(s) \_\_\_\_\_  
  
B. Specify MBE/WBE percentages for each of the following (provide narrative descriptions and other detail as applicable):

1 Profit and loss sharing \_\_\_\_\_

2 Capital contributions:  
(a) Dollar amounts of initial contribution: \_\_\_\_\_

(b) Dollar amounts of anticipated on-going contributions: \_\_\_\_\_

3 Contributions of equipment (Specify types, quality and quantities of equipment to be provided by each venturer): \_\_\_\_\_

4 Other applicable ownership interests, including ownership options or other agreements which restrict or limit ownership and/or control \_\_\_\_\_

5 Provide copies of all written agreements between venturers concerning this project

6 Identify each current City of Chicago contract (and each contract completed during the past two (2) years) by a joint venture of two or more firms participating in this joint venture

VII. Control of and Participation in the Joint Venture. Identify by name and firm those individuals who are, or will be, responsible for, and have the authority to engage in the following management functions and policy decisions (Indicate any limitations to their authority such as dollar limits and co-signatory requirements )

A. Joint venture check signing

B Authority to enter contracts on behalf of the joint venture.

C. Signing, co-signing and/or collateralizing loans

D Acquisition of lines of credit

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E Acquisition and indemnification of payment and performance bonds

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F Negotiating and signing labor agreements

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G. Management of contract performance (Identify by name and firm only)

- 1 Supervision of field operations. \_\_\_\_\_
- 2 Major purchases. \_\_\_\_\_
- 3 Estimating \_\_\_\_\_
- 4 Engineering \_\_\_\_\_

VIII. Financial Controls of joint venture.

A Which firm and/or individual will be responsible for keeping the books of account?

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B. Identify the managing partner, if any, and describe the means and measure of their compensation

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C What authority does each venturer have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subConsultants, and/or other parties participating in the performance of this contract or the work of this project?

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IX State the approximate number of operative personnel (by trade) needed to perform the joint venture's work under this contract. Indicate whether they will be employees of the non-MBE/WBE firm, the MBE/WBE firm, or the joint venture.



The undersigned affirms that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operations of our joint venture and the intended participation of each venturer in the undertaking. Further, the undersigned covenant and agree to provide to the City current, complete and accurate information regarding actual joint venture work and the payment therefore, and any proposed changes in any provision of the joint venture agreement, and to permit the audit and examination of the books, records and files of the joint venture, or those of each venturer relevant to the joint venture by authorized representatives of the City or the Federal funding agency.

Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under federal or state laws concerning false statements.

Note: If, after filing this Schedule B and before the completion on the joint venture's work on the project, there is any change in the information submitted, the joint venture must inform the City of Chicago, either directly or through the prime Consultant if the joint venture is a subConsultant.

\_\_\_\_\_  
Name of MBE/WBE Partner Firm

\_\_\_\_\_  
Name of Non-MBE/WBE Partner Firm

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Name and Title of Affiant

\_\_\_\_\_  
Name and Title of Affiant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above-signed officers

\_\_\_\_\_  
(names of affiants)

personally appeared and, known to me be the persons described in the foregoing Affidavit, acknowledged that they executed the same in the capacity therein stated and for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal

\_\_\_\_\_  
Signature of Notary Public

My Commission Expires \_\_\_\_\_

(SEAL)

**ATTACHMENT B**  
**(On Bidder/proposer's Letterhead)**

**RETURN RECEIPT REQUESTED**

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

Re Specification \_\_\_\_\_  
Description. \_\_\_\_\_

(Assist Agency Name and Address)

Dear \_\_\_\_\_

(Bidder/Proposer) intends to submit a bid/proposal in response to the above referenced specification with the City of Chicago Bids are due \_\_\_\_\_ advertised specification with the City of Chicago

The following areas have been identified for subcontracting opportunities on both a direct and indirect basis

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

Our efforts to identify potential subConsultants have not been successful in order to meet the Disadvantaged/Minority/Women Business Enterprise contract goal **Due to the inability to identify an appropriate DBE/MBE/WBE firm certified by the City of Chicago to participate as a subConsultant or joint venture partner, a request for the waiver of the contract goals will be submitted.** If you are aware of such a firm, please contact

\_\_\_\_\_ at \_\_\_\_\_  
Name of Company Representative  
Address/phone

within (10) ten working days of receipt of this letter.

Under the City of Chicago's MBE/WBE/DBE Ordinance, your agency is entitled to comment upon this waiver request to the City of Chicago Written comments may be directed within fifteen (15) working days of your receipt of this letter to

Monica Jimenez, Deputy Procurement Officer  
Department of Procurement Services  
City of Chicago  
121 North La Salle Street, Room 806  
Chicago, Illinois 60602

If you wish to discuss this matter, please contact the undersigned at \_\_\_\_\_

Sincerely,

\_\_\_\_\_

# Crowe Horwath.

Crowe Horwath LLP  
Independent Member Crowe Horwath International  
70 West Madison Street, Suite 700  
Chicago, Illinois 60602-4903  
Tel 312 899 7000  
Fax 312 899 5300  
[www.crowehorwath.com](http://www.crowehorwath.com)

April 24, 2013

Ms Jamie Rhee  
Chief Procurement Officer  
City of Chicago  
Department of Procurement Services  
121 North LaSalle Street  
Chicago, Illinois 60602

Dear Ms Rhee

This letter is in reference to the Pre-Qualified Consultant Pool Agreement for Information Technology and Related Services for Various Scope Category 1 Application Development, Support and Ongoing Maintenance, Category 4 IT Infrastructure Design, and Category 5 Management Consulting. Crowe is committed to comply with the MBE/WBE percentage requirements of 25% MBE participation and 5% WBE participation of the total value of the task orders awarded under this contract.

If you have any questions please do not hesitate to give me a call at 312-899-8343

Sincerely,



Jeanne Owings  
Principal, Crowe Horwath LLP



## **EXHIBIT 4**

### **ONLINE ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT CERTIFICATE OF FILING**

Complete the online Economic Disclosure Statement (EDS) which includes a Disclosure of Retained Parties. Please submit an electronically signed, one page EDS Certificate of Filing which validates that the EDS has been filed. Additionally, the Municipal Code of Chicago requires the disclosure of Familial Relationships with Elected City Officials and Department Heads. The web address to submit your EDS is <https://webapps.cityofchicago.org/EDSWeb>



CERTIFICATE OF FILING FOR  
CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number 42860

Certificate Printed on 04/29/2013

Date of This Filing 04/29/2013 09.07 AM

Original Filing Date 04/29/2013 09 07 AM

Disclosing Party Crowe Horwath LLP

Title Senior Associate

Filed by Ms Delia Bruntz

Matter Non-Target Market IT Related Services

Applicant Crowe Horwath LLP

Specification # 66760

Contract # 27586

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact

A copy of the EDS may be viewed and printed by visiting <https://webapps.cityofchicago.org/EDSWeb> and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act The filing is visible online to the public after contract award.

**EXHIBIT 5**  
**LIST OF KEY PERSONNEL**

**Category 1: APPLICATION DEVELOPMENT, SUPPORT AND ONGOING MAINTENANCE**  
**Category 4: IT INFRASTRUCTURE DESIGN**  
**Category 5: MANAGEMENT CONSULTING**

For each Key Personnel committed to this project provide information below as requested per Section 3.03.

**1. Name:**

**Title:** Crowe will commit key personnel for each task order we are awarded

**Role:**

**2. Name:**

**Title:** Jeanne Owings is the primary contact for Crowe Horwath regarding all activities related to this contract

**Role:**

**3. Name:**

**Title:**

**Role:**

**4. Name:**

**Title:**

**Role:**

## EXHIBIT 6 CONTRACTUAL REQUIREMENTS RELATED TO HIPAA

The terms below that are capitalized and in bold have the same meanings as set forth in the Health Insurance Portability and Accountability Act. See 45 CFR parts 160 and 164.

1. Consultant must not use or further disclose Protected Health Information (APHI@) other than as permitted or required by this Agreement or as Required by Law (<http://www.hhs.gov/ocr/hipaa/>)
2. Consultant must use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for in this Agreement.
3. Consultant must mitigate to the extent practicable any harmful effect that is known to Consultant of a use or disclosure of PHI by Consultant in violation of the requirements of this Agreement
4. Consultant must report any use or disclosure of the PHI not provided for by this Agreement to the City
5. Consultant must ensure that any agent, including a subConsultant, to whom it provides PHI received from, or created or received by Consultant on behalf of the City agrees to the same restrictions and conditions that apply through this Agreement to Consultant with respect to such information
6. If the Consultant has PHI in a Designated Record Set then Consultant must provide access, at the request of the City, and in the time and manner designated by the City, to PHI in a Designated Record Set, to City or, as directed by City, to an Individual in order to meet the requirements under 45 CFR 164.524
7. If the Consultant has PHI in a Designated Record Set then Consultant must make any amendments to PHI in a Designated Record Set that the City directs or agrees to pursuant to 45 CFR 164.526 at the request of City or an Individual, and in the time and manner designated by City.
8. Consultant must make internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Consultant on behalf of, City available to the City, or at the request of the City to the Secretary, in a time and manner designated by the City or the Secretary, for purposes of the Secretary determining City's compliance with the Privacy Rule
9. Consultant must document the disclosure of PHI and information relating to such disclosures as would be required for City to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
10. Consultant must provide to City or an Individual, in time and manner designated by City, information collected which relates to the disclosure of PHI, to permit City to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
11. Consultant must either return all PHI to the City or destroy it, at the City's option, upon termination or expiration of this Agreement
12. Consultant must implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic health information that it creates, receives, maintains, or transmits on behalf of the City as required by 45 CFR part 164
13. Consultant must ensure that any agent, including a subConsultant, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it.
14. Consultant must report to the City any security incident of which it becomes aware.