

CONTRACT FOR SERVICE

DOCUMENT NO. 1441-13769



**LEGAL SERVICES
FOR
COOK COUNTY BUREAU OF HUMAN RESOURCES**

WITH: JACKSON LEWIS, LLP

**BOARD OF COMMISSIONERS
COUNTY OF COOK
TONI PRECKWINKLE, PRESIDENT**

**APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS**

JUN 18 2014

COM _____

**ISSUED BY THE
OFFICE OF THE CHIEF PROCUREMENT OFFICER**

CONTRACT FOR SERVICE
PART I
AGREEMENT

THIS CONTRACT made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, herein after the "County" and JACKSON LEWIS, LLP, herein after the "Contractor".

WHEREAS, the County is responsible for procuring services for the **COOK COUNTY BUREAU of HUMAN RESOURCES**, herein after the "Using Department", which provides services to the residents of Cook County, Illinois;

WHEREAS, the Using Department requires **LEGAL SERVICES**.

WHEREAS, the Contractor is able and willing to provide such services, hereafter referred to as the "Contract Services" as may be required by the County, upon the terms and conditions hereinafter provided and in consideration for the fees as set forth herein;

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

I. CONTRACT SERVICES

The Contractor agrees to provide the following Contract Services:

AS SET FORTH IN EXHIBIT "A"

II. CONTRACT PERIOD

This Contract shall be effective after proper execution of the contract documents by the County June 18, 2014 through May 15, 2015.

III. PAYMENT

In no case shall such charges exceed the amount of \$453,705.00. Invoices in triplicate on County Invoice Form 29A shall be submitted by the Contractor to the Using Department when requesting payment. The County shall have the right to examine the books of the Contractor for the purpose of auditing the same with reference to all charges made to the County.

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

IV. GENERAL CONDITIONS

This Contract incorporates and is subject to the provisions attached hereto as Part II, General Conditions, and is incorporated herein by this reference.

V. ATTACHMENTS

This Contract incorporates the following Contractor Documentation:

1. EXHIBIT A – VENDOR'S STATEMENT OF WORK AND PRICING PROPOSAL
2. EXHIBIT B- BOARD APPROVAL LETTER

Notwithstanding such incorporation, none of the terms set forth in any Exhibit which conflict with the express terms of this Contract or its General Conditions shall be deemed or construed to supersede the terms of this Contract or its General Conditions.

SPECIFICATIONS AND AGREEMENT

The undersigned declares that he has carefully examined the Agreement Form, General and Special Conditions and Specifications identified as Contract Document Number **1441-13769** for **LEGAL SERVICES** for the **COOK COUNTY BUREAU** of **HUMAN RESOURCES**, as prepared by Cook County and that he has familiarized himself with all of the conditions under which it must be carried out and understands that by this agreement he waives all right to plead any misunderstanding regarding the same.

<u>ITEM NO.</u>	<u>UNIT OF MEASURE</u>	<u>QTY.</u>	<u>DESCRIPTION</u>
1.	JOB	1	Legal Services, Representation in Labor, Employment and Employee Benefit matters, For the period June 18, 2014 through May 15, 2015 As Per Exhibit "A" Herein.

GRAND TOTAL NOT TO EXCEED \$453,705.00

NOTE: DO NOT SERVICE UNTIL NOTIFIED BY DEPARTMENT.

CONTRACT PERIOD: June 18, 2014 through May 15, 2015.

GENERAL CONDITIONS

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GENERAL CONDITIONS

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GENERAL CONDITIONSGC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

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

The Contractor shall identify any and all contractors and subcontractors it intends to use in the performance of the Contract. All such persons shall be subject to the prior approval of the County.

The Contractor and its employees, contractors, subcontractors, agents and representatives are, for all purposes arising out of this Contract, independent contractors and are not employees of the County. It is expressly understood and agreed that the Contractor and its employees, contractors, subcontractors, agents and representatives shall in no event as a result of a contract be entitled to any benefit to which County employees are entitled, including, but not limited to, overtime, retirement benefits, worker's compensation benefits and injury leave or other leave benefits.

GC-02 INDEMNIFICATION

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

GC-03 INSPECTION AND RESPONSIBILITY

The County shall have a right to inspect any Contract Goods used in carrying out this Contract and shall be responsible for the quality and standards of all materials or completed work furnished under this Contract. Contract Goods or completed work not complying herewith may be rejected by the Chief Procurement Officer and/or the Director and shall be replaced and/or re-performed by the Contractor at no cost to the County. Any Contract Goods rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor, after notice has been given by the County to the Contractor that such Contract Goods have been rejected.

GC-04 PAYMENT

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents. No payments shall be made without such invoices having been submitted along with a County Voucher Form.

GC-05 PREPAID FEES

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

GENERAL CONDITIONSGC-06 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 materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-05.

GC-07 PRICE REDUCTION

If at any time after the contract award, Contractor makes a general price reduction in the price of any goods covered by the Contract, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. Such price reductions shall be effective at the same time and in the same manner as the reduction in the price to customers generally.

GC-08 CONTRACTOR CREDITS

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

GC-09 DISPUTES

Any dispute arising under the Contract between the County and Contractor shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor and Director. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

GC-10 MODIFICATIONS AND AMENDMENTS

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

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

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

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

GENERAL CONDITIONSGC-11 DEFAULT

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract where Contractor has failed to cure such breach within ten (10) days after written notice of breach is given to Contractor by the County, setting forth the nature of such breach.

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

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

County shall be in default hereunder if any material breach of the Contract by the County occurs which is not cured by the County within forty-five (45) days after written notice of breach has been given by Contractor to the County, setting forth the nature of such breach.

GC-12 COUNTY'S REMEDIES

If the Contractor fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-11, Default, the County shall have the right to terminate this Contract provided, however, that the County shall give Contractor prior written notice of its intent to terminate. Following notice of breach to Contractor, the County reserves the right to withhold payments owed to Contractor until such time as Contractor has cured the breach which is the subject matter of the notice. In addition, the County shall have the right to pursue all remedies in law or equity.

GC-13 CONTRACTOR'S REMEDIES

If the County has been notified of breach and fails to remedy the breach during the forty-five (45) day cure period pursuant to General Condition GC-11, Default, the Contractor shall have the right to terminate this Contract providing, however, that Contractor shall give the County thirty (30) days prior written notice of termination.

Contractor shall have the right to pursue all remedies available in law or equity. In all cases the Contractor's damages shall be those provable damages not to exceed the value of the Contract as awarded by the Cook County Board of Commissioners. Contractor shall not disrupt the operation or repossess any component thereof.

GC-14 DELAYS

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

GENERAL CONDITIONS

GC-15 INSURANCE REQUIREMENTS

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

Insurance Requirements of the Contractor

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

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

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

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

1. Coverages

(a) Workers Compensation Insurance

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

The Workers Compensation policy shall also include the following provisions:

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

GENERAL CONDITIONS

GC-15 INSURANCE REQUIREMENTS (CON'T.)

(b) Commercial General Liability Insurance

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

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

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

(c) Comprehensive Automobile Liability Insurance

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

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

(d) Umbrella/Excess Liability Insurance

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

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

2. Additional requirements

(a) Additional Insured

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

(b) Qualification of Insurers

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

GENERAL CONDITIONSGC-15 INSURANCE REQUIREMENTS (CON'T.)(c) Insurance Notices

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

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

GC-16 PATENTS, COPYRIGHTS AND LICENSES

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

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

GC-17 COMPLIANCE WITH LAWS

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

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

GC-18 DELIVERY

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

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

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

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

GENERAL CONDITIONSGC-19 MINORITY AND WOMEN BUSINESS ENTERPRISESCOOK COUNTY ORDINANCE CHAPTER 34, DIVISION 6, SECTION 34-275 to SECTION 34-303I. 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, as both prime and sub-contractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women-owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes a goal of awarding not less than twenty-five percent (25%) of the annual total dollar amount of contracts to certified MBEs and ten percent (10%) of the annual dollar value of all such contracts to certified WBEs.

B. **The County may set contract-specific goals for each contract, based on the commodities or services specified in this bid document. The MBE/WBE percentages required for this contract are stated in the Special Conditions.** A Bid or Quotation shall be rejected if the County determines that a Bid or Quotation fails to comply with this General Condition, including but not limited to, commitments to achieve for this contract, the MBE/ WBE goals of the contract amount or to include a Petition for Reduction/Waiver documenting why the goals are not attainable despite the contractor's Good Faith Efforts. A Bid or Quotation may be rejected and a new Bid or Quotation may be solicited if the public interest is served thereby. Unless otherwise specified in the Bid or Quotation Documents, for purposes of this GC-19, the contract amount is the amount that has been entered on the Proposal page of the Bid or Quotation Documents.

C. Except to the extent that a Bid or Quotation includes a Reduction/Waiver request, the contract MBE and WBE participation goals may be achieved by the Bid or Quotation entities' status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs and WBEs; by establishing and carrying out a mentor/protégé agreement; by the Indirect Participation of one or more MBEs and WBEs used by the entity submitting a Bid or Quotation in other aspects of its business; or by any combination of the foregoing so long as the Utilization Plan evidences a commitment to the MBE and WBE contract goals set forth in (B) above.

D. The same Business Enterprise, whether as a contractor, subcontractor or supplier, cannot be utilized as both a MBE and a WBE on the same contract.

E. To the extent that the Ordinance does not apply to this Bid or Quotation, unless specifically waived in the Bid or Quotation Documents, this GC-19 and the wording of the Ordinance shall apply. If there is a conflict between this GC-19 and the Ordinance or the wording of the Ordinance, the Ordinance or its wording controls.

F. A Contractor's failure to carry out its commitments in the course of the Contract's performance shall constitute a material breach of the Contract and if such breach is not appropriately cured, may result in the termination of the Contract or such remedy authorized by the Ordinance as the County deems appropriate.

GENERAL CONDITIONS

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES

COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 6, SECTION 34-275 to SECTION 34-303

II. REQUIRED BID OR QUOTATION SUBMITTALS

To be considered responsive, a Bid or Quotation shall meet the MBE and WBE goals by submitting a Utilization Plan with the Bid or Quotation, which shall be (1) supported by Letters of Intent from the MBEs and WBEs together with the MBEs/WBEs Letters of Certification, and/or (2) include a written Petition for Reduction/Waiver with the Bid or Quotation supported by documentation of Good Faith Efforts to meet the goals. Failure to submit the documents set forth in (A) and (B) of this Section II in accordance with these guidelines will cause the Bid or Quotation to be considered non-responsive and shall be cause to reject the Bid or Quotation.

A. MBE/WBE Utilization Plan

Each Bid or Quotation shall include with the Bid or Quotation a complete Utilization Plan. The Utilization Plan shall list the names, mail and email addresses, telephone number and contact persons of businesses intended to be used as MBEs and WBEs on the Contract. If the entity submitting a Bid or Quotation, or any of its subcontractors, suppliers or consultants, are certified MBEs or WBEs 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 Quotation shall include with its Utilization Plan, Letter(s) of Intent executed by each MBE and WBE included in the Utilization Plan and by the entity submitting the Bid or Quotation, which sets forth that each MBE and WBE intends to perform as a subcontractor, supplier, joint venture partner and/or consultant on the contract. The Letters of Intent must accurately detail the work to be performed by the MBE or WBE firm and the agreed rates and/or prices to be paid.

If the Bid or Quotation does not include all Letter(s) of Intent with its Utilization Plan, such Letter(s) of Intent may be submitted to the Office of Contract Compliance within three (3) business days after the date of the Bid or Quotation Opening. Failure to submit all Letter(s) of Intent as required shall result in the Contract Compliance Administrator's determination that a Bid or Quotation is not responsive and shall be cause to reject the Bid or Quotation.

All commitments made by a Bid or Quotation in its Utilization Plan must conform to those included in the submitted Letter(s) of Intent. The Contract Compliance Administrator reserves the right to request supplemental information regarding the Letter(s) of Intent submitted with a Bid or Quotation and such information shall be furnished. (Reference pages EDS-2 for a format sample of a Letter of Intent)

2. Letter(s) of Certification

Only a Letter of Certification from one of the following entities shall be accepted as certification of MBE/WBE status:

- County of Cook
- Small Business Administration 8A Program
- Illinois Unified Certification Program
- or any other governmental body or agency approved by the Contract Compliance Administrator as applying certification standards substantially similar to those applied by the County of Cook may also be accepted.

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

GENERAL CONDITIONS

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES

COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 6, SECTION 34-275 to SECTION 34-303

3. Joint Venture Affidavit

In the event a Bid or Quotation achieves MBE and/or WBE participation by entering into a Joint Venture, the Bid or Quotation shall include the required Joint Venture Affidavit which is available in the Office of Contract Compliance. Such Joint Venture Affidavit shall be submitted with the Bid or Quotation along with Letter(s) of Certification.

B. Reduction/Waiver Petition

In the event a Bid or Quotation is unable to meet the applicable contract MBE and WBE participation goals, the Bid or Quotation must include a Petition for Reduction/Waiver and submit the Petition with its Bid or Quotation. The Petition for Reduction/Waiver shall be supported with evidence and sufficient documentation to demonstrate the Bid's or Quotation's Good Faith Efforts in attempting to achieve the applicable MBE and WBE goals. If a Bid or Quotation does not include all documentation in support of the Petition with its Bid or Quotation, such documentation must be submitted to the Office of Contract Compliance within three (3) business days after the date of the Bid or Quotation opening.

III. REDUCTION/WAIVER OF MBE/WBE GOALS

A. Granting a Reduction/Waiver Request.

1. The determination of the adequacy of the Good Faith Efforts to utilize MBEs and WBEs in a Bid or Quotation will be evaluated on the basis of the actions in attempting to achieve MBE and WBE participation goals set forth in the Bid or Quotation. Examples of actions constituting Good Faith Efforts for a Bid or Quotation are set forth within the Ordinance and in the "Petition for Reduction/Waiver of MBE/WBE Participation Goals" contained in the Bid or Quotation Documents.
2. The Contract Compliance Administrator may grant the Petition for Reduction/Waiver based upon the following criteria: (a) sufficient qualified MBEs and WBEs capable of providing the goods or services required by the contract are unavailable despite the good faith efforts of the contractor; (b) the 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 to enable the contractor to utilize MBEs and WBEs in accordance with the applicable goals; (c) the price(s) quoted by any potential MBE or WBE source of goods or services is more than 10% above competitive levels; and (d) any other factor determined to be relevant by the Contract Compliance Administrator.

B. Denying a Reduction/Waiver Request.

1. If the Contract Compliance Administrator determines that a Bid or Quotation has not demonstrated adequate Good Faith Efforts to meet the applicable contract MBE and WBE goals, the Contract Compliance Administrator may deny a Petition for Reduction/Waiver and declare the Bid or Quotation non-responsive and recommend rejection of the Bid or Quotation.
2. Failure to undertake and/or to document adequate Good Faith Efforts shall be cause to deny a Petition for Reduction/Waiver. Determination of the adequacy of a Bid's or Quotation's Good Faith Effort will be evaluated on the basis of the Bid's or Quotation's actions as of the date of the Bid or Quotation opening.

GENERAL CONDITIONSGC-19 MINORITY AND WOMEN BUSINESS ENTERPRISESCOOK COUNTY ORDINANCE CHAPTER 34, DIVISION 6, SECTION 34-275 to SECTION 34-303IV. CHANGES IN CONTRACTOR'S UTILIZATION PLAN

- A. Contractor, during its performance of the Contract, may not change the MBE or WBE commitments specified in its 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.
- B. Where an enterprise 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 Contractor shall seek to discharge the disqualified enterprise, upon proper written notification to the Contract Compliance Administrator, and make every effort to identify and engage a qualified MBE or WBE as its replacement. Failure to obtain a MBE or WBE replacement within 30 working days of the Contract Compliance Administrator's written approval of the removal of a 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 to Contractor allowing Contractor to award the work to a non-MBE or WBE.

V. NON-COMPLIANCE

If the County determines that the Contractor has failed to comply with its contractual commitments or any portion of the Ordinance or this GC-19, the Contract Compliance Administrator will notify the Contractor of such noncompliance and may take any and all appropriate actions as set forth within the Ordinance.

VI. REPORTING/RECORD-KEEPING REQUIREMENTS

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

VII. 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 as they relate to contractor and subcontractor obligations.

GC-20 MATERIAL DATA SAFETY SHEET

Where required under the Illinois "Toxic Substance Disclosure To Employees Act", Illinois Compiled Statutes, 1994, 820 ILCS 255/1, Contractor shall submit with each delivery of Contract Goods, a Material Safety Data Sheet.

GC-21 CONDUCT OF THE CONTRACTOR

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. The Contractor shall take notice of and comply with the Cook County Lobbyist Registration Ordinance (No. 93-0-22, 6-22-93). The Contractor shall not use for personal gain or make other improper use of privileged information which is acquired in connection with the Contract.

GENERAL CONDITIONSGC-22 ACCIDENT REPORTS

The Chief Procurement Officer and Director shall be given written notification within twenty-four (24) hours of any occurrence, on the site or otherwise, which pertains in any way to this Contract and involves the Contractor's personnel, or those of any of his subcontractors or others whether said occurrence be in the nature of bodily injury to employees or third parties or property damage.

The report shall include the name of person(s) injured, name of his employer, date, time and location of occurrence, extent of injury and/or damage, name(s) of eyewitnesses, and who treated the person(s) for injuries sustained, and such other information as may be relevant. The Contractor shall notify the local police any occurrence requiring an official police record. The accident report should indicate whether the police were notified and, if so, the number of the police report.

GC-23 USE OF PREMISES

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

The County reserves the right to prohibit any person from entering any County facility for any reason. All subcontractors, agents and employees of the Contractor shall be accountable to the Director while on any County property and shall abide by all security regulations imposed by the County.

GC-24 GENERAL NOTICE

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

TO THE COUNTY:

Chief Procurement Officer
County of Cook
Room 1018 County Building
118 North Clark Street
Chicago, Illinois 60602
(Reference County Contract Number)

TO THE CONTRACTOR:

At address provided in its bid document or as otherwise indicated in writing to County.

GC-25 TERMINATION FOR CONVENIENCE

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor.

GC-26 GUARANTEES AND WARRANTIES

All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Director before final voucher on the Contract is issued. The Contractor agrees that the Contract Goods or services to be furnished shall be covered by the most favorable commercial warranties the Contractor gives to any customer for the same or substantially similar Contract Goods or services and that the rights and remedies so provided are in addition to and do not limit any rights afforded to County.

GENERAL CONDITIONSGC-27 STANDARD OF CONTRACT GOODS

Only new, originally manufactured Contract Goods will be accepted by the County. The County will not accept any Contract Goods that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Contract Goods not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the offering of the proposal, will be considered experimental.

GC-28 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

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

All documents, data, studies, reports, work product or product created as a result of the performance of Service(s) shall be the property of the County of Cook. It shall be a breach of this Contract for the Contractor to reproduce or use, any documents, data, studies, report, work product or product obtained from the County of Cook or created hereby for its own purposes or to be copied and used by any third party. During the performance of the Services herein provided for, the Contractor shall be responsible of any loss or damage to the documents herein enumerated while they are in his possession, and any such document lost or damaged shall be restored at the expense of the Contractor. Full access to the work during the preparation of the plans shall be available to the County and other public agencies interested in this work.

GC-29 QUANTITIES

The quantities of materials required for the performance of the Contract are estimates for the purpose of determining an approximate total Contract amount and may not be the actual quantities required during the term of the Contract. The County reserves the right to increase or decrease the quantities at the Contract price, to correspond to the actual needs of the County. The County will be obligated to order and pay for only such quantities as are from time to time ordered, delivered, and accepted on purchase orders issued by the Chief Procurement Officer.

GC-30 AUDIT; EXAMINATION OF RECORDS

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

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

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

GENERAL CONDITIONSGC-31 GOVERNING LAW

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election, 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 City of Chicago, County of Cook, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

GC-32 COOPERATION WITH INSPECTOR GENERAL

Contractors, subcontractors, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (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.

GC-33 WAIVER

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

GC-34 ENTIRE CONTRACT

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

GC-35 FORCE MAJEURE

Neither Contractor nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control 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.

GC-36 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.

GC-37 COOPERATIVE PURCHASING

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

GENERAL CONDITIONSGC-38 FEDERAL CLAUSES1. 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.

GENERAL CONDITIONSGC-38 FEDERAL CLAUSES (CON'T.)

(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.

GENERAL CONDITIONSGC-38 FEDERAL CLAUSES (CON'T.)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.

GENERAL CONDITIONS

GC-38 FEDERAL CLAUSES (CON'T.)

(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.

GENERAL CONDITIONSGC-38 FEDERAL CLAUSES (CON'T.)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.

GENERAL CONDITIONSGC-38 FEDERAL CLAUSES (CON'T.)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.

GENERAL CONDITIONSGC-38 FEDERAL CLAUSES (CON'T.)16. Accessibility Compliance

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

17. Visual Rights Act Waiver

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

18. Equal Employment Opportunity

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

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

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

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.

GENERAL CONDITIONSGC-38 FEDERAL CLAUSES (CON'T.)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.

GENERAL CONDITIONS

GC-39 CONTRACT INTERPRETATION

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

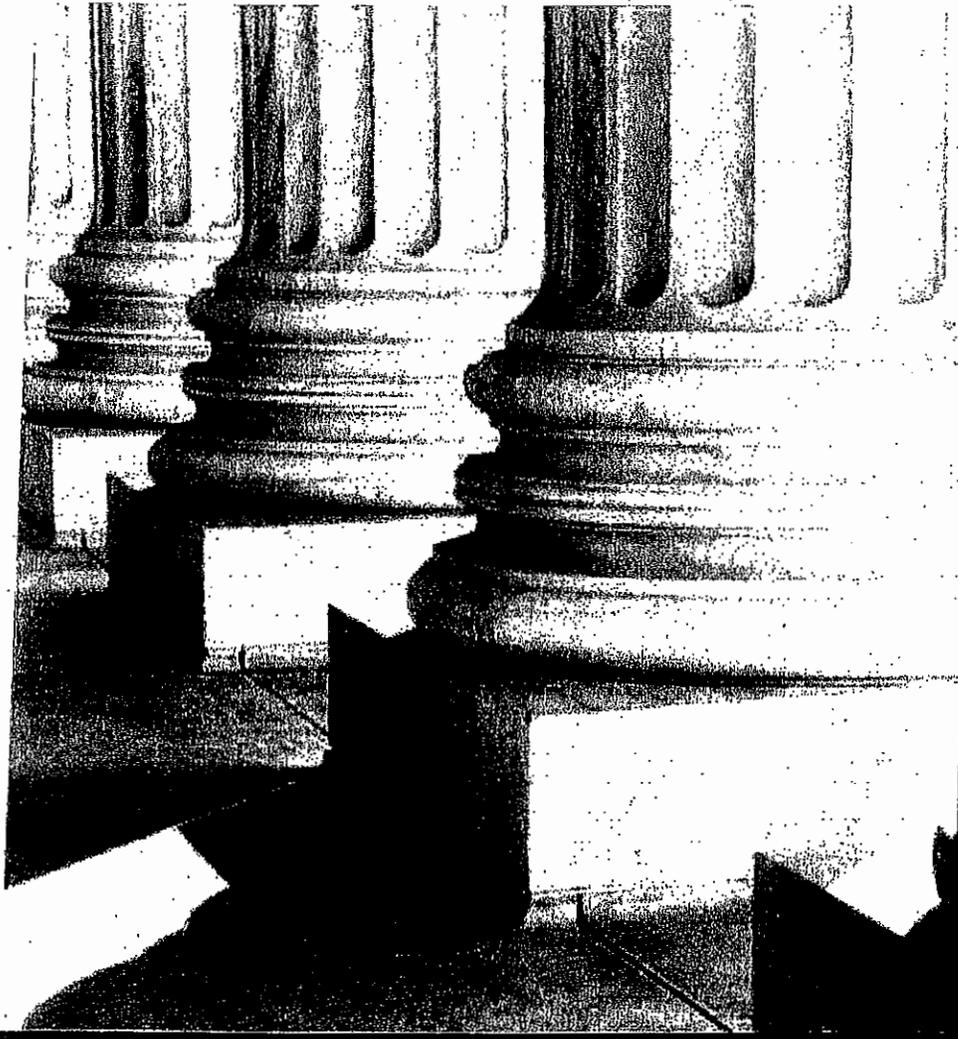
This Contract shall be interpreted and construed based upon the following order of precedence of component parts. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency.

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

END OF SECTION

EXHIBIT "A"

VENDOR'S STATEMENT OF WORK AND PRICING PROPOSAL



Jackson Lewis
Proposal to
Cook County for
County Wide Labor
and Employment
Consultation and
Representation

James P. Daley
(312) 803-2510
James.Daley@jacksonlewis.com

www.jacksonlewis.com

jackson|lewis
all we do is work



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TAB 1

Cover Letter

Representing Management Exclusively in Workplace Law and Related Litigation

Jackson Lewis
 Attorneys at Law

Jackson Lewis P.C.
 150 North Michigan Avenue
 Suite 2500
 Chicago, Illinois 60601
 Tel 312 787-4949
 Fax 312 787-4995
 www.jacksonlewis.com

ALBANY, NY	GRAND RAPIDS, MI	NAPA, CA	RALEIGH-DURHAM, NC
ALBUQUERQUE, NM	GREENVILLE, SC	NEW ORLEANS, LA	RAPID CITY, SD
ATLANTA, GA	HARTFORD, CT	NEW YORK, NY	RICHMOND, VA
AUSTIN, TX	HOUSTON, TX	NORFOLK, VA	SACRAMENTO, CA
BALTIMORE, MD	INDIANAPOLIS, IN	OMAHA, NE	SANT LUIS, MO
BIRMINGHAM, AL	JACKSONVILLE, FL	ORANGE COUNTY, CA	SAN DIEGO, CA
BOSTON, MA	LAS VEGAS, NV	ORLANDO, FL	SAN FRANCISCO, CA
CHICAGO, IL	LONG ISLAND, NY	OVERLAND PARK, KS	SAN JUAN, PR
CINCINNATI, OH	LOS ANGELES, CA	PHILADELPHIA, PA	SEATTLE, WA
CLEVELAND, OH	MEMPHIS, TN	PHOENIX, AZ	STAMFORD, CT
DALLAS, TX	MIAMI, FL	PITTSBURGH, PA	TAMPA, FL
DAYTON, OH	MILWAUKEE, WI	PORTLAND, OR	WASHINGTON, DC REGIO
DENVER, CO	MINNEAPOLIS, MN	PORTSMOUTH, NH	WHITE PLAINS, NY
DETROIT, MI	MORETOWN, NJ	PROVIDENCE, RI	

MY DIRECT DIAL IS: 312.803.2510
 MY EMAIL ADDRESS IS: JAMES.DALEY@JACKSONLEWIS.COM

May 22, 2014

HAND DELIVERY
PRIVILEGED AND CONFIDENTIAL

Office of the Chief Procurement Officer
 Attention: Chief Procurement Officer
 Cook County
 118 N. Clark Street, Room 1018
 Chicago, Illinois 60602

Re: Proposal to Cook County for
 County-Wide Labor and Employment
 Consultation and Representation

Dear Chief Procurement Officer:

Jackson Lewis is pleased to submit this proposal to provide legal services to Cook County related to union contract negotiations, contract interpretation and implementation, labor relations board matters, workers compensation, employment law, and employee benefits matters. James P. Daley, our team leader, has been honored to serve Cook County since 1995. Our proposal provides the County the benefit of 19 years of experience representing the County. We understand the scope of services and have extensive, specific experience in delivering these services and achieving results.

Our team to serve Cook County provides comprehensive knowledge and experience for any circumstance or issue that might arise in union contract negotiations, contract

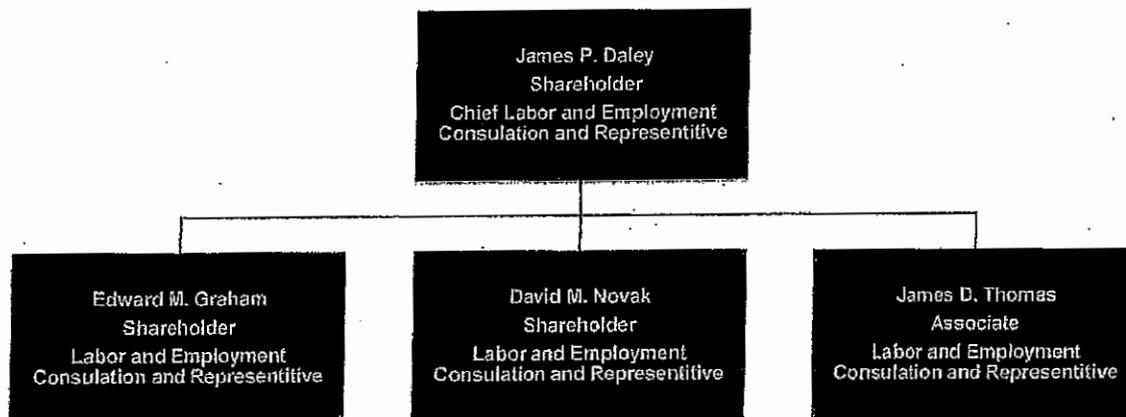
interpretation and implementation, labor relations board matters, workers compensation, employment law, and employee benefits matters fits. Our team has been in the forefront in dealing with pressing public sector issues such as wage containment, pension and healthcare cost reduction, and the quest for innovative solutions to traditional problems, for example, managed competition as an alternative to traditional subcontracting.

As he has for the past 19 years, James P. Daley will serve as the Jackson Lewis Team Leader and main contact for Cook County. Mr. Daley has served as Chief Negotiator for Cook County and its bargaining units, including the Cook County offices under President Preckwinkle, Office of the Chief Judge of Cook County, Sheriff of Cook County, Office of the Public Defender, Cook County State's Attorney, Office of Cook County Assessor, and the Cook County Health and Hospitals System (including bargaining units represented by AFSCME, SEIU Local 73, National Nurses Organizing Committee, and SEIU Doctors Council).

Mr. Daley is also chief outside labor and employment counsel for the Chicago Transit Authority, negotiating all major collective bargaining agreements with the Amalgamated Transit Union, which represent more than 8,000 employees. He has assisted in the drafting, negotiating and implementing employment-related legislation including the Chicago Transit Authority Pension and Retiree Health Care Reform legislation of 2008.

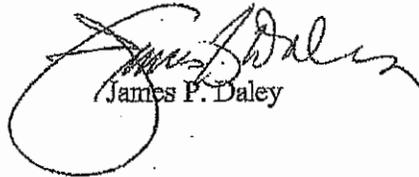
Mr. Daley has substantial experience in representing Cook County in collective bargaining negotiations, labor arbitrations, unfair labor practice charges and in general and labor-related litigation. Mr. Daley has crafted and presented the County's Healthcare programs in union negotiations and interest arbitrations since 1995.

The team of lawyers shown below will work closely with Mr. Daley and will be the Key Personnel for Cook County. These lawyers are all experienced in representation of clients in the areas of union contract negotiations, contract interpretation and implementation, labor relations board matters, workers compensation, employment law, and employee benefits matters. All of our designated Key Personnel will be committed to the Project without competing priorities.



We have read, understand, and accept the terms and conditions of the Master Agreement for Legal Services. Jackson Lewis P.C. is pleased to present this proposal and the firm's commitment to provide the services proposed.

Sincerely,
JACKSON LEWIS P.C.



James P. Daley

Attachments

TAB 2

Respondents Qualifications

- A. Firm Profile.** Provide the full name of Respondent's Organization and the addresses of both the home office and the Chicago metropolitan area office, if any.

Jackson Lewis P.C.'s Chicago office is located at:

150 North Michigan Avenue, Suite 2500
Chicago, IL 60601

The firm is headquartered in White Plains, NY:

One North Broadway, 15th Floor
White Plains, NY 10601

- B. Respondent History and Experience.** The Respondent shall provide a brief history of their organization, including number of employees, number of years in business and a general description of the Respondent's background in the legal profession.

Jackson Lewis P.C. was founded 56 years ago as a labor firm. Over its history, Jackson Lewis has remained a firm that focuses on assisting employers with their workplace law challenges. With the expansion of the law, the firm has added employment, benefits, wage and hour, immigration, class action litigation, disability and leave management, workplace safety, trade secret and other specialty practices within the area of labor and employment law. The firm's "boutique" focus enables us to stay current on developments in the law, while our geographic scope enables us to remain sensitive to geographic nuances important in helping clients achieve their goals, and representing them successfully in litigation. The firm currently has 770 attorneys in 55 offices nationwide, including our Chicago office with 31 attorneys.

- C. Service Location.** From what location will the services relative to any contract which may result from this Request for Qualifications be administered? Please provide the principal contact, telephone, and fax for this location.

Services will be provided by the proposed team based in our Chicago office located at 150 North Michigan Avenue, Suite 2500, Chicago, IL 60601. The primary contact attorney will be Shareholder James P. Daley. He can be reached at (312) 803-2510 or via email at James.Daley@jacksonlewis.com

TAB 3

D. Business Type; Authorization to Conduct Business

- D. Business Type; Authorization to Conduct Business.** Provide documentation of the type of business entity (e.g., corporation, LLC, etc.) Respondent's organization consists of and documentation of authorization to conduct business within the State of Illinois.

Jackson Lewis is a professional corporation under the laws of Pennsylvania. Please see our State of Illinois Authorization documentation herein. Jackson Lewis has 54 additional office locations.

See Tab 3.

- E. FEIN.** Please provide Respondent's Federal Employer Identification Number.

Jackson Lewis P.C.'s Federal Tax ID number is: 46-3862389.

- F. Bankruptcy.** Has any part of Respondent's organization or any of its officers, directors or owners filed for bankruptcy or reorganization within the past three years? If yes, please provide the pertinent details of these actions.

Jackson Lewis has never filed for bankruptcy or reorganization in its 56-year history.

- G. Mergers or Acquisitions.** Are there any pending agreements for merger or acquisition of Respondent within the next two years?

Jackson Lewis has not had any mergers. We have continued to expand in a reasoned, strategic fashion, broadening our geographic reach by adding talented lateral shareholders and established small practices to ensure that we are located where our clients are. The firm's continued success, even in the face of difficult economic times, can be traced back to our core principal of client service. This is built into the firm's culture, and our attorneys and staff work together in a seamless fashion to provide clients with the answers they need in a timely fashion. This focus on teamwork also accounts for our low attorney turnover rate as well as the number of successful attorneys wanting to join the firm.

- H. Public Sector Experience.** Please describe in detail any experience in advising public sector employers in the areas/departments outlined in the scope. Has Respondent previously contracted with the County of Cook or other public entities of similar size or provided legal services on behalf of the County of Cook? If yes, explain.

James P. Daley has represented Cook County since 1995 as its principal outside labor counsel.

From 1995 to 2009 while Mr. Daley was a partner at Bell, Boyd & Lloyd, he was the principal contact for Cook County on Bell, Boyd & Lloyd's contract. In March 2009, Bell, Boyd & Lloyd merged with K&L Gates LLP. Mr. Daley, while a Partner at K&L Gates LLP, was principal contact for Cook County on K&L Gates LLP's contract. In May 2012, James P. Daley and his key personnel joined Schuyler, Roche & Crisham, P.C. James P. Daley, a Schuyler, Roche & Crisham, P.C. Shareholder, is the principal contact on the Schuyler, Roche & Crisham, P.C. contract with Cook County. In May of 2014, Mr. Daley and his key personnel joined Jackson Lewis P.C. in its Chicago office as a Shareholder. Mr. Daley and David M. Novak have represented the Chicago Transit Authority since 1982.

The proposed Jackson Lewis team has significant experience advising public sector employers in labor and employment related matters. James P. Daley and David M. Novak participated in the drafting of the Illinois Public Labor Relations Act. Mr. Daley and his team have served as outside labor counsel to numerous cities, counties, and other public entities, including Cook County, Office of the State's Attorney of Cook County, the Chicago Transit Authority, the Illinois State Board of Education, and the Village of Orland Park. In addition to our experience representing these entities in collective bargaining negotiations, the team has provided these entities with day-to-day labor and employment advice and has represented them in grievances and arbitrations, unfair labor practice charges, and state and federal court employment litigation. Mr. Daley assisted the Illinois House of Representatives in drafting the Police and Firefighters amendments to the Illinois Public Labor Relations Act.

Our experience in negotiating public sector labor contracts has inevitably involved us heavily in budget analysis; operations and management issues, planning, and pension and health care matters.

As one example of our work in public sector labor litigation, our team successfully initiated litigation on behalf of the Office of the Cook County State's Attorney challenging the jurisdiction of Illinois State and Local Labor Relations Board over an organizing petition filed by the assistant state's attorneys. This litigation ended with the Illinois Supreme Court affirming our position that assistant state's attorneys are not employees covered under the Illinois Public Labor Relations Act.

We also regularly advise public sector employers with respect to employee benefits and pension issues. We currently serve as Employer Counsel to the Trustees of the CTA Retiree Health Care Trust and CTA Retirement Plan and have represented the Laborers' Benefit and Annuity Fund of Chicago. Mr. Daley and his team have assisted public sector employers with legislative reforms to the Illinois Pension Code and guided public sector employers through the complicated collective bargaining issues that can result from pension and retiree health care issues. Additionally, our team has represented public sector employers in pension and employee benefit litigation.

Our team has decades of experience in wage and hour matters in the public sector. We have successfully handled numerous investigations by the Illinois Department of Labor in this area.

We have also carried to completion a representative action involving more than a thousand public sector employees claiming overtime and minimum wage violations. We were able to reduce the liability period to the minimum, avoid liquidated damages altogether, obtain dismissal of all overtime claims, and limit liability to a very minimal sum. Because we are experienced in administrative and judicial proceedings involving wage and hour matters, we are also adept at advising employers how to comply with complicated regulations and therefore avoid litigation and administrative investigations.

Our expertise extends to employment discrimination law. For example, when a group of employees fired for theft filed suit claiming that their terminations were discriminatory, we obtained summary judgment against them and attorney fees from their counsel. Our team also has litigated matters under the major state, federal, and local civil rights statutes, such as the ADA, ADEA, Title VII, Section 1981, Section 1983, the Illinois Human Rights Act, and the Cook County Human Rights Ordinance. As in the wage and hour arena, we pride ourselves on counseling public sector employers in these areas so as to avoid litigation as far as possible.

TAB 4

Respondent Expertise and Personnel Resumes

- 1. Respondent Expertise and Personnel.** Please identify the key personnel in your Organization who will be designated to provide and manage the services provided to the County if Respondent is selected for a contract/legal engagement as a result of this RFQ. Professional resumes must also be included for all key Respondent personnel who would oversee and provide the services set forth in the RFQ. In order to maintain an appropriate fiduciary relationship between the Employer and the selected firm, all work shall be performed directly by the selected Respondent.

James P. Daley will be Proposer's Lead Representative and the labor team members will be David M. Novak, Edward M. Graham, and James D. Thomas. All of our designated Key Personnel will be committed to the Project without competing priorities.

Resumes attached as Tab 4.

- 1. Respondent's Chief Counsel must demonstrate a record of successful experience in leading the delivery of services such as those required by the County, excellent qualifications, technical expertise, interpersonal skills and communication skills. Please provide a detailed description of this experience.**

Mr. Daley serves as outside labor counsel to numerous cities, counties, and other public entities, including Cook County, the Chicago Transit Authority, the Illinois State Board of Education, and the Village of Orland Park, and has done so for many years. His longstanding private sector clients are similarly impressive. Mr. Daley has been a "Leading Lawyer" and a "Super Lawyer" since the inception of both designations.

- 2. Respondent must demonstrate a record of successful experience acting as in-house legal or providing outside legal services to local governmental entities in, in labor and employment matters in the areas of Union contract negotiations, Contract Interpretation and implementation, Labor Relations Board matters, Workers compensation, or Employment law. Please provide a detailed description including the duration of this experience. Additionally, please provide descriptions of at least two (2) past professional experiences and achievements relevant to the scope of this RFQ that would qualify the proposed Legal Team.**

Mr. Daley has over 30 years of experience providing Labor and Employment Relations legal services. Mr. Daley has served as chief labor negotiator for Cook County since 1995, and he has negotiated collective bargaining agreements on behalf of Cook County with AFSCME, SEIU and Teamsters. Mr. Daley has represented the County and its bargaining units, including the Cook

County Offices under President Preckwinkle, Office of the Chief Judge of Cook County, Sheriff of Cook County, Office of the Public Defender, Cook County State's Attorney, Office of Cook County Assessor, and the Cook County Health and Hospitals System bargaining units, (including AFSCME, SEIU Local 73, National Nurses Organizing Committee, and SEIU Doctors Council). Mr. Daley's representation of the CTA goes back even further, to 1982. As in the case of Cook County, Mr. Daley has successfully negotiated contracts with all of the CTA's labor unions. Mr. Daley has also successfully represented Cook County and the CTA in interest arbitrations. He has defended and prosecuted unfair labor practice proceedings in front of the Illinois Labor Relations Board in both of these representations. Mr. Daley has been involved in literally hundreds of grievance arbitrations which span the gamut of contractual and disciplinary issues. Our team has successfully handled complex, high-profile labor arbitrations. For example, in 2010, with the CTA facing a \$95M shortfall and the Transit Unions refusing to make any concessions, we represented the CTA in an arbitration challenging the CTA's right to proceed with the layoff of 1,100 employees. We succeeded in obtaining an arbitration award that permitted the layoffs to occur on schedule and as planned.

In 1996, Cook County was in negotiations with AFSCME and SEIU and the National Democratic Party Convention was being held in Chicago. President John Stroger, four days prior to the commencement of the Convention, directed Mr. Daley to conclude negotiations with all bargaining units of AFSCME and SEIU prior to the opening of the Convention. Mr. Daley conducted negotiations with SEIU and AFSCME simultaneously in different locations for 56 straight hours and successfully concluded both unions negotiations early the morning the Convention started.

In the private sector, to give but one example, Mr. Daley's labor team assisted a nationwide distributor of propane in putting together and implementing a plan to operate with managers during a local Teamster violent trucking strike. Daley's team of attorneys moved speedily to enjoin the strike and, when the strikers ignored the injunction, brought the strike to a halt by having the union itself held in contempt. Since that strike, our client has been able to successfully conclude all contract negotiations without any disruptions.

Some highlights of our representation of Cook County include averting a threatened strike by AFSCME in 1999, negotiating a collective bargaining agreement for the County and 6,000 AFSCME employees in 2002 after several work stoppages, and successfully litigating several challenges to the County's decision to refuse to allow employees the right to return to work after the aforesaid illegal walkouts.

In 1984 and 1985, Mr. Daley advised the Illinois House of Representatives on legislation providing collective bargaining rights to Police Officers and Firefighters. In 1984, Mr. Daley and Mr. Novak advised the City of Chicago on amendments to the Illinois Public Labor Relations Act, many of which were included.

Our team successfully initiated litigation on behalf of the Office of the Cook County State's Attorney challenging the jurisdiction of Illinois State and Local Labor Relations Board over an organizing petition filed by the assistant state's attorneys. This litigation ended with the Illinois Supreme Court affirming our position that assistant state's attorneys are not employees covered under the Illinois Public Labor Relations.

- 3. In the event that a member of the Respondent's Legal Team is no longer able to perform duties for the County as a member of your firm, please name and submit the credentials of a potential replacement along with an executed Conflict of Interest Certification, and explain how this replacement would be integrated into the project. Upon departure of key personnel working on a specific engagement, the County reserves the right to terminate that engagement and enter into a new engagement with another firm.**

If Mr. Daley were no longer able to perform duties for Cook County the following line of succession would be: David M. Novak would substitute as Chief Labor Counsel and the remainder of the Key Personnel would remain in place. Mr. Novak, as previously stated, has 17 years of experience in representing the County and the transition would be seamless.

- J. Respondent's Current Contracts. Please describe Respondent's current client portfolio. Indicate the number of corporations, private and governmental, currently served and whether Respondent provides services as a direct contractor.**

Jackson Lewis delivers comprehensive advice to more than 13,000 current clients throughout the United States, including 57 of the Fortune 100. For a significant number of organizations, we represent their interests exclusively on either a regional or a national basis.

- K. References. Please provide three (3) references from current or recent clients, including any governmental or healthcare clients. Respondent must name a specific contact person and telephone number for each reference. Respondent agrees that the County may contact these persons and agrees to release and hold harmless the County and the firm and individual contacted to provide a reference against any liability as a result of providing such reference.**

Jackson Lewis is pleased to provide the following references:

Brad L. Jansen
Chicago Transit Authority
Deputy General Counsel Labor Policy and Appeals
567 West Lake Street, 6th Floor
Chicago, Illinois 60680-7564
(312) 681-2950
bjansen@transitchicago.com

Donald W. Evans
Director of Human Resources
Illinois State Board of Education
100 North First Street
Springfield, Illinois 62777
(217) 782-6435
dwevans@isbe.net

Daniel McLaughlin, Village President/Mayor
Village of Orland Park
14700 Ravinia Avenue
Orland Park, Illinois 60462
(708) 403-6140
dmclaughlin@orland-park.il.us

- L. Contract Terminations.** During the past five years, has Respondent ever had a client terminate an engagement for cause? Please list the principal contact, title, address and telephone number(s) for these clients.

No.

- M. Litigation and Ethics.** Please describe Respondent's legal actions and or matters associated with the organization or its employees involved in any litigation or ethical issues that could affect its ability to meet the County's requirements as described in this Request for Qualifications. Provide a list of any pending or past litigation, ethical issues, or malpractice cases in which the Respondent may experience financial gain and include a brief description of the reason for action.

In our 56-year history, Jackson Lewis has had only one malpractice action that resulted in a finding against the firm. Of the two other total matters filed against us, one was abandoned and one was settled. The Proposer has not received any financial gain from any pending or past litigation, ethical issues, or malpractice cases.

- N. Representation Conflicts.** Identify whether Respondent or any of its employees within the past five (5) years were retained in any legal action or matter against or in adverse interest to Cook County, its employees, agencies or elected officials, as well as the Forest Preserve District. Describe the legal action or matter, the parties involved, the date(s) of the action or matter and the role of the Respondent in the action or matter. Explain the ability of Respondent to conform to the Illinois Supreme Court Rules regarding conflicts of interest, including but not limited to Rules 1.7, 1.9, and 1.10.

None.

Tab 4: Attorney Resumes

James P. Daley
Shareholder, Chicago Office
Jackson Lewis P.C.
(312) 809-2510
James.Daley@jacksonlewis.com



JAMES P. DALEY is a Shareholder in the Chicago, IL office of Jackson Lewis P.C., representing management in matters of labor and employment law.

Mr. Daley has received numerous national awards for his work as a labor and employment attorney. The National Law Journal's "Who's Who of Employment/Labor Lawyers" has recognized him as one of the Top 25 lawyers in the U.S. representing management. Mr. Daley's practice includes the negotiation and administration of collective bargaining agreements and the defense of actions involving state and federal labor, employment and discrimination laws.

Mr. Daley began his career as a labor and employment attorney in 1980 by representing the City of Chicago in the 22-day Chicago Fire Department strike. For more than 20 years, Mr. Daley has served as labor counsel to the Chicago Transit Authority, negotiating its major collective bargaining agreements with the Amalgamated Transit Union and building trades unions impacting more than 10,000 employees. He also serves as Chief Labor Counsel to Cook County, Illinois negotiating its major collective bargaining affecting more than 20,000 employees his work as labor counsel has been credited with helping to avert work stoppages or strikes and for negotiating union contracts which controlled labor costs.

He also represents Multi Employer Bargaining Associations such as The Associated Steel Erectors of Chicago. He is Employer-appointed Counsel on Taft Hartley Funds and regularly represents Employer Trustees of Pension and Health and Welfare Funds.

Mr. Daley regularly defends employers in litigation, including federal and state court proceedings involving discrimination, harassment, and wage and hour claims. He has extensive experience representing clients before the National Labor Relations Board and the Illinois Labor Relations Board, and in complex interest arbitrations involving police and transit workers.

Honors, Awards and Pro Bono Activity

- Selected for inclusion in *Illinois Super Lawyers* in 2006 – 2014
- Illinois Leading Lawyers

David M. Novak
Shareholder, Chicago Office
Jackson Lewis P.C.
(312) 803-2502

David.Novak@jacksonlewis.com



DAVID M. NOVAK is a Shareholder in the Chicago, IL office of Jackson Lewis P.C.

Mr. Novak is highly respected among clients and peers alike as a consummate labor and employment law litigator. His practice covers all areas of labor and employment law, and he has also served clients in patent and health care law. He regularly handles trial and appellate matters.

Representing clients in federal and state court litigation, Mr. Novak has defended actions for sexual harassment; race, sex and national origin discrimination; retaliatory discharge; breach of contract; fraud; defamation; various state and federal statutes; and other torts. He concentrates much of his practice in wage and hour law, reductions-in-force and deunionization and has represented numerous employers in high-profile labor arbitrations.

REPRESENTATIVE EXPERIENCE

Amerigas Propane v. Teamsters Local 705 (Cir. Ct. Ill.). Successfully handled all legal aspects of strike against a national propane supplier, including injunction against illegal strike activity, coordination of criminal proceedings against strikers, institution of civil tort proceedings against strikers, and prosecution of contempt action against union and its members. As a result of these actions, the union made an unconditional offer to return to work.

Office of the Cook County State's Attorney v. Illinois Local Labor Relations Board (Cir. and Sup. Cts. Ill.). Obtained injunction against the Board from holding representation election among assistant state's attorneys leading to Supreme Court decision that assistants are forbidden to organize.

Bester et al. v. Chicago Transit Authority (N.D. Ill.). Defending 1,050-member opt-in class action alleging overtime and minimum wage violations. Obtained summary judgment on issues of statute of limitations, liquidated damages and overtime liability.

Cooper et al. v. Chicago Transit Authority (N.D. Ill.). Obtained summary judgment and fee recommendation from magistrate in race discrimination case.

Colfax Corp. v. Illinois State Toll Highway Authority (N.D. Ill. And 7th Cir.). Appointed Special Assistant Illinois Attorney General and coordinated successful defense leading to dismissal of eight-count complaint. Affirmed on appeal.

Ogletree et al. v. Anosike et al. (Ct. App. Ill.). Successfully defended trustees of public sector pension fund in trial court and on appeal against claims of fiduciary breaches and prohibited transactions in connection of reimbursement of retiree health care costs to employer.

**County of Cook* (arbitration). Won numerous unfair labor practice claims concerning employer's response to intermittent strike activity (claims submitted to arbitration by agreement of the parties).

Adventist Midwest Health (N.L.R.B.). Successfully avoided unionization of religious-based hospital.

Klump Corporation (collective bargaining). Successfully handled strike and obtained favorable collective bargaining agreement for the employer.

*Denotes case tried to conclusion.

Edward M. Graham
Shareholder, Chicago Office
Jackson Lewis P.C.
(312) 803-2532

Edward.Graham@jacksonlewis.com



EDWARD M. GRAHAM is a Shareholder in the Chicago, IL office of Jackson Lewis P.C. He focuses on counseling management in labor and employment law, and prosecuting and defending labor and employment litigation.

In both federal and state courts, Mr. Graham has considerable litigation experience concerning claims of discrimination, harassment, retaliation, wrongful discharge and other claims arising under Title VII, ADEA, ADA, ERISA, FMLA, NLRA, WARN, the Illinois Human Rights Act, and other statutes. He also represents employers in proceedings before state and federal agencies under the National Labor Relations Act, the Illinois Public Labor Relations Act, and the Illinois Educational Labor Relations Act and has successfully argued appeals before the Seventh Circuit Court of Appeals and Illinois appellate courts.

Mr. Graham regularly advises employers on a range of labor and employment issues, including discharge and discipline matters, harassment investigations, severance and separation agreements, collective bargaining agreements, drug testing, plant closings, subcontracting, strikes and picketing, and compliance with federal, state and local laws regarding civil rights and employment. He has been sole or lead counsel representing employers in numerous arbitrations concerning discipline, discharge, and contract interpretation issues.

REPRESENTATIVE EXPERIENCE

Labor and Employment Litigation:

Adkins v. Local 705 International Brotherhood of Teamsters Pension Fund, 787 F.Supp.2d 812 (N.D.Ill. 2011) (obtained summary judgment in favor of pension plan in ERISA action, upholding plan's decision to deny pension benefits to plaintiff, despite fact her employer mistakenly made contributions on her behalf during her employment, because she was not a covered employee who performed bargaining unit work, and rejecting plaintiff's alternative claim for "restitution" of the contributions under federal common law).

Beard v. Sprint Spectrum, LP, 359 Ill.App.3d 315, 833 N.E.2d 449 (3rd Dist. Ill. App. Ct., 2003) (argued appeal before the appellate court, which upheld the decision of the Illinois Department of Human Rights to dismiss charge that employer terminated former employee based on his arrest record in violation of 775 ILCS 5/2-103 and the Illinois Human Rights Act).

Zhou v. Guardian Life Ins. Co., 2001 U.S. Dist. LEXIS 21460 (N.D. Ill. 2001), aff'd 295 F.3d 677 (7th Cir. 2002) (obtained dismissal of provider's ERISA claims against insurance company in the district court based on anti-assignment clause and his failure to exhaust administrative

remedies; argued subsequent appeal before the Seventh Circuit, which affirmed the district court's decision).

Zamani v. American Dental Association, 1998 U.S. Dist. LEXIS 18510 (N.D. Ill., 1998) (obtained dismissal of Title VII, Section 1981, and Section 1983 claims, which alleged that professional association discriminated against plaintiff on the basis of national origin and prevented him from obtaining dental license).

In re Albert Christian and Illinois State Board of Education, (Ill. Hum. Rts. Com'n, 2012) (ALJ Robinson) (obtained decision in favor of employer after administrative hearing which rejected former employee's claim that the employer failed to accommodate his alleged disabilities).

Labor and Employment Arbitrations:

In re Metropolitan Alliance of Police and Village of Orland Park, (Bierig, 2012) (employer did not violate collective bargaining agreement when it denied police officer's request for compensatory time in lieu of overtime pay or when it issued a blanket policy denying such requests, regardless of alleged past practice, where provision governing compensatory time expressly required "mutual agreement").

In re the Chief Judge of the Circuit Court of Cook County and AFSCME Local 3486, (Cox, 2010) (employer did not violate "safety" provision of collective bargaining agreement when it refused to arm parole officers in the field).

In re Illinois State Board of Education and Illinois Federation of State Office Educators, 127 LA 891 (Wang, 2010) (upholding discharge of employee for failing to return from medical leave within one year, in violation of provisions governing leaves of absence).

In re Metropolitan Alliance of Police and Village of Orland Park, (Cox, 2009) (employer did not violate collective bargaining agreement when it refused to reimburse officers for fees and costs related to educational courses incurred during the negotiation of a new contract because the parties never agreed to apply educational reimbursement provisions in new contract retroactively).

In re Illinois State Board of Education and Illinois Federation of State Office Educators, (Yaeger, 2009) (upholding discharge of employee based on long record of poor performance).

In re Illinois State Board of Education and AFSCME, Council 31, Local 2811, (Grenig, 2008) (employer did not violate collective bargaining agreement when it gave employee a poor performance rating).

General Litigation:

Meyer and GMAC-Koenig & Strey (AAA Arbitration, Arbitrator Kent Lawrence, 2007) (homeowner did not owe broker's commission where ownership of listed home transferred to former spouse under terms of divorce decree; awarded attorneys' fees).

Illinois Dept. of Public Aid v. Victory Memorial Hospital (IDPA; 2005) (Department of Public Aid's claim to recover alleged overpayments from hospital was based on an improper statistical method and the Department's recovery was limited to only the actual hard dollar overpayments identified by hand in the sample audit the Department used for extrapolation in its statistical model, dramatically reducing the client's liability).

Hart v. Colgate, American Dental Association, Des Moines, Iowa (Iowa State Cir. Ct., 2000) (obtained summary judgment in favor of professional association on product liability and negligence claims over its "Seal of Approval" for tooth-whitening product).

Gray (Trimarco) v. ADA, et al. (Cook County Cir. Ct., 2000) (briefed and argued professional association's successive motions to dismiss class action complaints based on its "Seal of Approval" for toothbrushes and ultimately obtained a dismissal with prejudice at the pleading stage).

FTC v. California Dental Association (FTC 1996, 9th Cir. 1997, Supreme Court. 1999). (second chair in administrative trial before Federal Trade Commission on behalf of statewide professional association in which FTC alleged the association's Code of Ethics constituted a restraint of trade; participated in briefing subsequent appeals to Ninth Circuit and United States Supreme Court, which reversed FTC's judgment and held that FTC and Ninth Circuit should have employed a rule-of-reason analysis which considered the pro-competitive effects of the CDAs code of ethics).

James D. Thomas
Associate, Chicago office
Jackson Lewis P.C.
(312) 803-2552
James.Thomas@jacksonlewis.com



JAMES D. THOMAS is an Associate in the Chicago, Illinois office of Jackson Lewis P.C.

Mr. Thomas concentrates his practice in the representation of employers in labor and employment matters. He regularly represents clients in federal and state courts. His practice includes counseling employers on labor and employment issues, defending labor and employment litigation, and negotiating and administering collective bargaining agreements. Mr. Thomas has experience involving claims for breach of contract; trade secret and restrictive covenant issues; sexual and racial harassment; pregnancy, sex, race and age discrimination; wrongful discharge; and violations of the ADEA, ERISA, FMLA, FLSA, Illinois Public Labor Relations Act, National Labor Relations Act, Title VII, and other statutes.

As an advisor to employers, Jim counsels on a wide range of labor and employment issues including discharge and discipline, conducting harassment investigations, employee handbooks and policies, union organizing campaigns, double-breasting, drug testing, subcontracting, strikes and picketing, plant closings, and compliance with WARN and other federal, state, and local laws regarding civil rights and employment.

REPRESENTATIVE EXPERIENCE

Won summary judgment for employer on age discrimination and ERISA claims.

Defeated attempt to add putative ERISA breach of fiduciary duty class action claim to long-term disability lawsuit and ultimately won judgment for plan and its administrator on plaintiff's claim for benefits and plan's claim for overpayments.

Represented prominent Chicago Alderman in First Amendment lawsuit that received national media coverage.

Represented multiple governmental entities in interest arbitration proceedings pursuant to Section 14 of the Illinois Public Labor Relations Act.

Represented employers in grievance arbitration proceedings.

Represented large government entity in collective bargaining negotiations with its three largest bargaining units.

Represented employers faced with charges of pregnancy, sex and, race discrimination before the Equal Employment Opportunity Commission.

Represented employers faced with unfair labor practice charges before the Illinois Labor Relations Board and the National Labor Relations Board.

Defended municipal organization in a collective action alleging violations of the FLSA based on unpaid overtime.

TAB 5

Financial Stability

Provide the audited financial statements for the last three fiscal years. Include the letter of opinion, balance sheet, schedules, related auditor's notes, and any other documentation that demonstrates financial stability. The County reserves the right to accept alternative information and/or documentation submitted by a Respondent. In its response to this question, Respondent must also represent that it is solvent and that no financial or legal impediments exist to its full performance of a Contract/legal engagement.

As a private corporation, Jackson Lewis does not release its financial statements. The firm is financially stable with no short term or long term debt. Jackson Lewis P.C. is solvent and has no current financial or legal impediments that may affect the full performance of this contract.

TAB 6

Conflict of Interest Certification

Provide information regarding any real or potential conflict of interest for your firm, key personnel or any relative of key personnel in conflict as outlined below. Failure to address any potential conflict of interest in the RFQ process may be cause for rejection of the Qualification. All Respondents must complete Attachment I, Conflict of Interest Certification.

We are not aware of any conflicts in representing Cook County. Conflicts are relatively rare in our firm given our concentrated practice area and our overall approach of exclusively representing management. In the highly unlikely event of a conflict or potential conflict in our representation of the County, we would either decline the conflicting representation or notify the County and seek a waiver, although that is done only in extremely rare circumstances.

We have a two-step approach to checking conflicts. First, we access twice daily our internal client database and notify all attorneys advising them of the new representation and asking if they are aware of any actual or potential conflicts. Second, our Information Services Department checks not only the entity requesting our representation, but any related entities as well. However, again, we do not believe any conflict of interest does or will exist in our representation of the County for this proposed engagement.

See Attachment I at Tab 9.

TAB 7

ATTACHMENT I

CONFLICT OF INTEREST CERTIFICATION

In order for the County to assess whether the proposed personnel to be assigned by the successful Respondent to provide the requested services have a conflict of interest, this form must be completed by each person that the Respondent intends to assign.

Name of Personnel

James P. Daley

Employment & Consulting

(a) Have you been employed/retained or previously employed by anyone likely to be affected by or involved in a proposed assignment for labor and employment representation or consultation? **NO**

(b) Is your spouse or a dependent employed/retained presently or previously employed by anyone likely to be affected by or involved in a proposed assignment for labor and employment representation or consultation? **NO**

If the answer is yes to any of the above questions, please provide name of the individual, the name of the Employer, the nature of services provided and the dates employed or retained.

Relationships

Do you have any official, professional, financial, personal or familial relationships with any person or firm that might affect your judgment or your ability to provide services to the County that are fair and impartial for labor and employment representation or consultation? **NO**

If the answer is yes, please provide the nature of the relationship and the name of the person or firm.

Gifts

In the past 12 months, have you, a dependent, or spouse received any payments or gifts from anyone likely to be affected by or involved in a proposed assignment labor and employment representation or consultation? **NO**

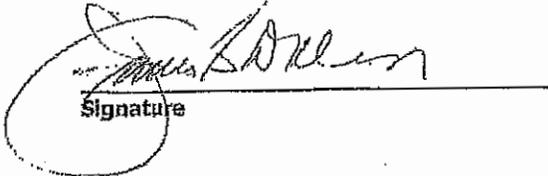
If the answer is yes, please provide the amount the payment or value.

Positions

Do you or your spouse currently hold a position (e.g. member of a board of directors) of any entity (e.g. a company, partnership, association, nonprofit) that is likely to be affected by or involved in a proposed assignment for labor and employment representation or consultation?

NO

If the answer is yes, please provide the information regarding position held.


Signature

ATTACHMENT I

CONFLICT OF INTEREST CERTIFICATION

In order for the County to assess whether the proposed personnel to be assigned by the successful Respondent to provide the requested services have a conflict of interest, this form must be completed by each person that the Respondent intends to assign.

Name of Personnel

David M. Novak

Employment & Consulting

(a) Have you been employed/retained or previously employed by anyone likely to be affected by or involved in a proposed assignment for labor and employment representation or consultation? **NO**

(b) Is your spouse or a dependent employed/retained presently or previously employed by anyone likely to be affected by or involved in a proposed assignment for labor and employment representation or consultation? **NO**

If the answer is yes to any of the above questions, please provide name of the individual, the name of the Employer, the nature of services provided and the dates employed or retained.

Relationships

Do you have any official, professional, financial, personal or familial relationships with any person or firm that might affect your judgment or your ability to provide services to the County that are fair and impartial for labor and employment representation or consultation? **NO**

If the answer is yes, please provide the nature of the relationship and the name of the person or firm.

Gifts

In the past 12 months, have you, a dependent, or spouse received any payments or gifts from anyone likely to be affected by or involved in a proposed assignment for labor and employment representation or consultation? **NO**

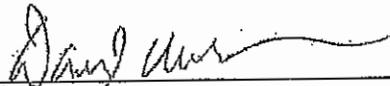
If the answer is yes, please provide the amount the payment or value.

Positions

Do you or your spouse currently hold a position (e.g. member of a board of directors) of any entity (e.g. a company, partnership, association, nonprofit) that is likely to be affected by or involved in a proposed assignment for labor and employment representation or consultation?

NO

If the answer is yes, please provide the information regarding position held.


Signature

ATTACHMENT I

CONFLICT OF INTEREST CERTIFICATION

In order for the County to assess whether the proposed personnel to be assigned by the successful Respondent to provide the requested services have a conflict of interest, this form must be completed by each person that the Respondent intends to assign.

Name of Personnel

Edward M. Graham

Employment & Consulting

(a) Have you been employed/retained or previously employed by anyone likely to be affected by or involved in a proposed assignment for labor and employment representation or consultation? **NO**

(b) Is your spouse or a dependent employed/retained presently or previously employed by anyone likely to be affected by or involved in a proposed assignment for labor and employment representation or consultation? **NO**

If the answer is yes to any of the above questions, please provide name of the individual, the name of the Employer, the nature of services provided and the dates employed or retained.

Relationships

Do you have any official, professional, financial, personal or familial relationships with any person or firm that might affect your judgment or your ability to provide services to the County that are fair and impartial for labor and employment representation or consultation? **NO**

If the answer is yes, please provide the nature of the relationship and the name of the person or firm.

Gifts

In the past 12 months, have you, a dependent, or spouse received any payments or gifts from anyone likely to be affected by or involved in a proposed assignment labor and employment representation or consultation? **NO**

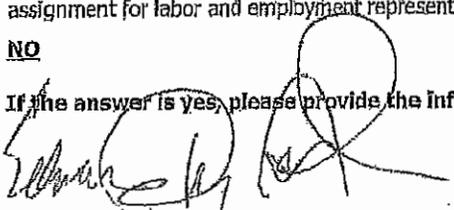
If the answer is yes, please provide the amount the payment or value.

Positions

Do you or your spouse currently hold a position (e.g. member of a board of directors) of any entity (e.g. a company, partnership, association, nonprofit) that is likely to be affected by or involved in a proposed assignment for labor and employment representation or consultation?

NO

If the answer is yes, please provide the information regarding position held.



Signature

ATTACHMENT I

CONFLICT OF INTEREST CERTIFICATION

In order for the County to assess whether the proposed personnel to be assigned by the successful Respondent to provide the requested services have a conflict of interest, this form must be completed by each person that the Respondent intends to assign.

Name of Personnel James D. Thomas

Employment & Consulting

(a) Have you been employed/retained or previously employed by anyone likely to be affected by or involved in a proposed assignment for labor and employment representation or consultation? **NO**

(b) Is your spouse or a dependent employed/retained presently or previously employed by anyone likely to be affected by or involved in a proposed assignment for labor and employment representation or consultation? **NO**

If the answer is yes to any of the above questions, please provide name of the individual, the name of the Employer, the nature of services provided and the dates employed or retained.

Relationships

Do you have any official, professional, financial, personal or familial relationships with any person or firm that might affect your judgment or your ability to provide services to the County that are fair and impartial for labor and employment representation or consultation? **NO**

If the answer is yes, please provide the nature of the relationship and the name of the person or firm.

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In the past 12 months, have you, a dependent, or spouse received any payments or gifts from anyone likely to be affected by or involved in a proposed assignment labor and employment representation or consultation? **NO**

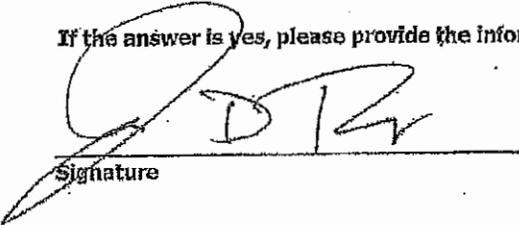
If the answer is yes, please provide the amount the payment or value.

Positions

Do you or your spouse currently hold a position (e.g. member of a board of directors) of any entity (e.g. a company, partnership, association, nonprofit) that is likely to be affected by or involved in a proposed assignment for labor and employment representation or consultation?

NO

If the answer is yes, please provide the information regarding position held.


Signature

TAB 10

Category and Pricing Form

Union Contract Negotiations	Hourly Rate		
	Partner	Associate	Paralegal
	\$ 234.00	\$ 234.00	\$ 85.00

Contract Interpretation and Implementation	Hourly Rate		
	Partner	Associate	Paralegal
	\$ 234.00	\$ 234.00	\$ 85.00

Labor Relation Board Matters	Hourly Rate		
	Partner	Associate	Paralegal
	\$ 234.00	\$ 234.00	\$ 85.00

Employment Law	Hourly Rate		
	Partner	Associate	Paralegal
	\$ 234.00	\$ 234.00	\$ 85.00

Employee Benefits	Hourly Rate		
	Partner	Associate	Paralegal
	\$ 234.00	\$ 234.00	\$ 85.00

EXHIBIT "B"
BOARD APPROVAL LETTER

BUREAU OF HUMAN RESOURCES

14-3444

Presented by: TRACEY LADNER, Chief, Bureau of Human Resources

PROPOSED CONTRACT

Department(s): Bureau of Human Resources

Vendor: Jackson Lewis, P.C. Chicago, Illinois

Request: Authorization for the Chief Procurement Officer to enter into and execute

Good(s) or Service(s): Legal Consultation and Representation

Contract Value: \$453,705.00

Contract period: 6/18/2014 - 5/15/2015

Potential Fiscal Year Budget Impact: FY 2014 \$453,705.00

Accounts: 490-261

Contract Number(s): 13-90-048

Concurrences:

The vendor has met the Minority and Women Owned Business Enterprise Ordinance.

The Chief Procurement Officer concurs.

Summary: The Bureau of Human Resources seeks to engage legal services for labor and employment representation from Jackson Lewis P.C. This request is based on Cook County's need for a unique ability possessed by the attorneys at Jackson Lewis, P.C. These attorneys have been an integral part of the current collective bargaining negotiations since 2012. This contract would allow for a continuation of expertise and services.

14-3597

Presented by: LAWRENCE WILSON, County Comptroller; TRACEY LADNER, Chief, Bureau of Human Resources

REPORT

Department: Bureau of Human Resources

Request: Receive and File

Economic Disclosure Statements (EDS)

ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX

Section	Description	Pages
Instructions	Instructions for Completion of EDS	EDS 1-11
1	MBE/WBE Utilization Plan	EDS 1
2	Letter of Intent	EDS 2
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 3
4	Certifications	EDS 4, 5
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 6 - 12
6	Sole Proprietor Signature Page	EDS 13a/b/c
7	Partnership Signature Page	EDS 14a/b/c
8	Limited Liability Corporation Signature Page	EDS 15a/b/c
9	Corporation Signature Page	EDS 16a/b/c
10	Cook County Signature Page	EDS 17

MBE/WBE UTILIZATION PLAN (SECTION 1)

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

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

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

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

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

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

MBE/WBE Firm: Brothers & Thompson, P.C.

Address: 180 N. Stetson Avenue, Suite 4425, Chicago, IL 60601

E-mail: hthompson@brothersandthompson.com

Contact Person: Hubert O. Thompson Phone: (312) 372-2909

Dollar Amount Participation: \$ TBD

Percent Amount of Participation: 35 %

*Letter of Intent attached? Yes X No _____
 *Letter of Certification attached? Yes X No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____
 *Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

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

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: Brothers & Thompson, P.C. Certifying Agency: Cook County
Address: 180 N. Stetson Avenue, Suite 4426 Certification Expiration Date: _____
City/State: Chicago, IL Zip: 60601 FEIN #: _____
Phone: (312) 372-2909 Fax: (312) 297-1020 Contact Person: Hubert O. Thompson
Email: hthompson@brothersthompson.com Contract #: _____

Participation: Direct Indirect

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

No Yes - Please attach explanation. Proposed Subcontractor: _____

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

Legal services in connection with Union Contract Negotiations; Contract Interpretation and Implementation;
Labor Relation Board Matters; Employment Law and Employee Benefits.

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:
35%

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

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

Hubert O. Thompson
Signature (M/WBE)

Hubert O. Thompson
Print Name

Brothers & Thompson, P.C.
Firm Name

June 10, 2014
Date

Subscribed and sworn before me

this 10th day of June, 2014.

Notary Public Carolyn A. Elmore

SEAL

James P. Daley
Signature (Prime Bidder/Proposer)

James P. Daley
Print Name

Jackson Lewis P.C.
Firm Name

6-10-14
Date

Subscribed and sworn before me

this 10th day of June, 2014.

Notary Public Sarah Gasperini

SEAL

OFFICIAL SEAL
SARAH GASPERINI
Notary Public - State of Illinois
My Commission Expires Nov 08, 2014

OFFICIAL SEAL
CAROLYN A. ELMORE
Notary Public - State of Illinois
My Commission Expires Dec 8, 2016

EDB-2



Cook County Government
M/WBE Certification
Reciprocal Affidavit

Firm Name BROTHERS & THOMPSON P.C. Contract # _____
 Address 180 N Stetson Ave., #4425 City Chicago
 County Cook State Illinois Zip 60601
 Phone 312 372-2909 Email hthompson@brothersthompson.com

I Hubert O. Thompson, Partner
(Print Name) (Print Title)

of BROTHERS & THOMPSON, P.C. do hereby affirm:
(Name of Firm)

1. BROTHERS & THOMPSON, P.C. is a Minority and/or Women Business Enterprise
(Name of Firm)
 currently certified by the City of Chicago as:

Black Hispanic Asian Native-American Other Woman

2. With respect to BROTHERS & THOMPSON, P.C., the personal net worth of the qualifying
(Name of Firm)
 (51%) individual(s) does not exceed \$2 million, excluding the individual's ownership interest in the M/WBE firm and the equity of the owner's primary residence, and otherwise meets the requirements of Chapter 34, Article IV of the Cook County Procurement Code. (As per Section 34-263 of the Cook County Procurement Code, an individual's personal net worth includes only his or her own Share of assets held jointly or as community/marital property with the individual's spouse.)

3. The average annual gross receipts of BROTHERS & THOMPSON, P.C.,
(Name of Firm)
 as derived from tax filings over the five most recent years, does not exceed the Small Business Size Standards published by the U.S. Small Business Administration found in Title 13, Code of Federal Regulations, Part 121.

Upon penalty of perjury, I Hubert O. Thompson affirm that, to the best of my
(Print Name)

knowledge and belief, the information herein is true and accurate.

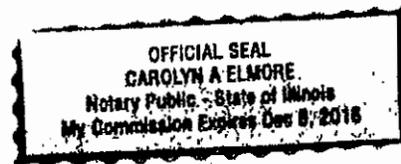
Signature Hubert O. Thompson Title Partner Date 06/06/2014

Subscribed and sworn to before me this 6th day of June / 2014
(Month) (Year)

Carolyn A. Elmore
(Notary's Signature)

Notary's Seal

My Commission Expires 12/08/16
 Revised 2/21/2013





DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

APR 26 2013

Hubert Thompson
Partner
Brothers and Thompson, P.C.
180 N. Stetson Ave.
Chicago, IL 60601

Annual Certificate Expires: June 1, 2014

Dear Mr. Thompson:

Congratulations on the approval of eligibility for certification as a **Minority Owned Business Enterprise (MBE)** by the City of Chicago. This certification is valid until **June 1, 2018**.

As you know, your firm must also be re-validated annually. Please remember, you have an affirmative duty to file your No-Change Affidavit **60 days prior to the date of expiration**. As such, your firm's next No Change Affidavit is due by **April 1, 2014**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE if you fail to:

- file your No Change Affidavit within the required time period
- provide financial or other records requested pursuant to an audit within the required time period
- notify the City of any changes affecting your firm's certification within 10 days of such change
- re-certify with the city within prescribed time frame



OFFICE OF CONTRACT COMPLIANCE
JACQUELINE GOMEZ
 DIRECTOR
 118 N Clark Street • Chicago, Illinois 60602 • (312) 603-5502

TONI PRECKWINKLE
 PRESIDENT
 Cook County Board
 of Commissioners

EARLEAN COLLINS
 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

EDWIN REYES
 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

LIZABETH ANN DOODY GORMAN
 17th District

June 18, 2013

Mr. Alan W. Brothers, President
Brothers & Thompson, P.C.
 Two Prudential Plaza
 180 N. Stetson Avenue, Suite #4425
 Chicago, IL 60601

RECEIVED
 JUL 1 2013
 BY: _____

Dear Mr. Brothers,

Cook County Board President Toni Preckwinkle and City of Chicago Mayor Rahm Emanuel have launched a reciprocal Minority and Women Business Enterprise initiative. This initiative will allow your business to be certified by either the County or City, and have that certification apply to both agencies. This combined effort by the County and City will lessen the financial burden and streamline the certification process by providing a "one stop shop" for MBE/WBEs interested in participating in County and City procurement opportunities.

Brothers & Thompson, P.C. is currently certified by the City of Chicago as a **MBE**. Our office has received a No Change affidavit from your company for the same certification status in the same area of expertise.

This letter is to notify you that your designated Host Agency will be the City of Chicago and your MBE certification will be recognized for Cook County contracts, provided that your status with the City of Chicago's M/WBE Program remains in good standing. As such, you will no longer be required to submit your annual No Change Affidavit to Cook County Government. However, if you wish for Cook County to be your designated Host Agency, you must submit a written request stating your preference on company letterhead to paulette.brooks@cookcountyil.gov, no later than 14 days from the date of this letter.

Please note that if you are currently certified with the City of Chicago in a *non-construction* area i.e., professional services or goods, the County Code requires that you do not exceed 1.) the S.B.A. Size Standards and, 2.) Personal Net Worth standards of approximately \$2MM. If you are a non-construction firm and wish to participate as an MBE/WBE in an upcoming County contract, you must submit an affidavit regarding your Size and Personal Net Worth at the time of the bid. You can download the affidavit from www.cookcountyil.gov/contractcompliance.

If you have further questions and/or comments, please contact Paulette Brooks at 312-603-6843.

Sincerely,

Jacqueline Gomez
 Contract Compliance Director

JG/pgb

APR 28 2015

Brothers and Thompson, P.C.

Page 2

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000.00, or both.

Your firm is listed in the City's Directory of Minority Owned Business Enterprises (MBE) and Women Owned Business Enterprise (WBE) in the specialty area(s) of:

<u>NAICS Code</u>	<u>Description</u>
541110	Offices of Lawyers

Your firm's participation on City contracts will be credited only toward Minority Business Enterprise (MBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Minority Business Enterprise (MBE) goals will be given only for work done in a specialty category.

Thank you for your continued participation in the Minority Business Enterprise (MBE) and Women-Owned Business Enterprise (WBE) Program.

Sincerely,

Jamie L. Rhee
Chief Procurement Officer

JLR/akm

CERTIFICATIONS (SECTION 4)

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

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

REQUIRED DISCLOSURES (SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name	Address

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

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

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

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

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

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

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

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

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by:

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

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

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

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name: Jackson Lewis P.C. D/B/A: _____ EIN NO.: 13-18123997

Street Address: 150 North Michigan Avenue

City: Chicago State: IL Zip Code: 60601

Phone No.: (312) 803-2510

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder
NA		

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

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

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

Name	Address	Percentage of Beneficial Interest	Relationship
NA			

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.

James P. Daley
Name of Authorized Applicant/Holder Representative (please print or type)

[Signature]
Signature

James.Daley@jacksonlewis.com
E-mail address

Shareholder
Title

05-22-14
Date

(312)803-2510
Phone Number

Subscribed to and sworn before me this 22nd day of May, 2014

x Sarah Gasperini
Notary Public Signature

My commission expires:





COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040
CHICAGO, ILLINOIS 60602

312/603-4304
312/603-9988 FAX 312/603-1011 TTY/TDD

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

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

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

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304. *Note: A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at: http://www.cookcounty.gov/taxonomy/ethics/Listings/ce_ethics_VendorList.pdf*

DEFINITIONS:

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

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

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

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

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

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

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

Name of Owner/Employer: James P. Daley Title: Shareholder
Business Entity Name: Jackson Lewis P.C. Phone: 312-803-2510
Business Entity Address: 150 North Michigan Avenue Suite 2500

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

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

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

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

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

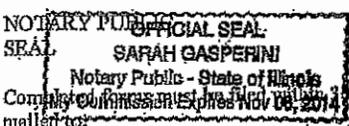
[Signature] _____ Date 5-22-14
Owner/Employer's Signature

Subscribed and sworn before me this 22nd Day of May, 2014

a Notary Public in and for Cook County

[Signature]
(Signature)

My Commission expires 11/8/14



Completed in compliance with the provisions of the Cook County Ethics Ordinance, this disclosure should be filed with the Cook County Board of Ethics within 30 days of the execution of any contract or lease with Cook County and should be mailed to:

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

ECONOMIC DISCLOSURE STATEMENT
SIGNATURE BY A CORPORATION
(SECTION 9)

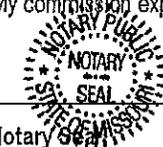
The Undersigned hereby certifies and warrants; that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege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

BUSINESS NAME: Jackson Lewis, P.C.
BUSINESS ADDRESS: 150 N. Michigan Avenue, Suite 2500
Chicago, IL
BUSINESS TELEPHONE: 312-803-2510 FAX NUMBER: 312-787-4995
CONTACT PERSON: James P. Daley
FEIN: 13-1863997 *CORPORATE FILE NUMBER: _____

PLEASE LIST THE FOLLOWING OFFICERS:

PRESIDENT: Vincent Ceno VICE PRESIDENT: _____
SECRETARY: David Gordon TREASURER: Michael Jacobster
**SIGNATURE OF PRESIDENT: [Signature]
ATTEST: [Signature] (CORPORATE SECRETARY)

Subscribed to and sworn before me
this 10 day of June, 2014.
[Signature]
Notary Public Signature

My commission expires:
 PATRICIA A. CURRAN
My Commission Expires
September 24, 2015
St. Louis County
Commission #11385757

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

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

ECONOMIC DISCLOSURE STATEMENT
SIGNATURE BY A CORPORATION
(SECTION 9)

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

BUSINESS NAME: Jackson Lewis, P.C.
BUSINESS ADDRESS: 150 N. Michigan Avenue, Suite 2500
Chicago, IL
BUSINESS TELEPHONE: 312-803-2510 FAX NUMBER: 312-787-4995
CONTACT PERSON: James P. Daley
FEIN: 13-1863997 *CORPORATE FILE NUMBER: _____

PLEASE LIST THE FOLLOWING OFFICERS:

PRESIDENT: Vincent Ceno VICE PRESIDENT: _____
SECRETARY: David Corday TREASURER: Michael Jacobster
**SIGNATURE OF PRESIDENT: [Signature]
ATTEST: [Signature] (CORPORATE SECRETARY)

Subscribed to and sworn before me
this 10 day of June, 2014
[Signature]
Notary Public Signature

My commission expires:
 PATRICIA A. CURRAN
My Commission Expires
September 24, 2015
St. Louis County
Commission #11385757

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

ECONOMIC DISCLOSURE STATEMENT

COOK COUNTY SIGNATURE PAGE

(SECTION 10)

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

John E. M.

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 2 DAY OF July, 2014.

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

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

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 453,705⁰⁰

(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

H/a

ASSISTANT STATE'S ATTORNEY

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

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

JUN 18 2014

COM _____