



PROFESSIONAL SERVICES AGREEMENT

BETWEEN



COOK COUNTY GOVERNMENT

AND

ALLIANCEONE RECEIVABLES MANAGEMENT, INC.

CONTRACT NO. 1490-13840 A

**APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS**

JAN 21 2015

PROFESSIONAL SERVICES AGREEMENT

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List of Exhibits

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Exhibit 3	Special Requirements
Exhibit 4	Evidence of Insurance
Exhibit 5	Board Authorization
Exhibit 6	Certification for Consulting or Auditing Services
Exhibit 7	Economic Disclosure Statement

AGREEMENT

This Agreement (also referred to herein as "Contract") is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, hereinafter referred to as "County" and AllianceOne Receivables Management, Inc. hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Board of Commissioners on January 21, 2015, as evidenced by Board Authorization letter attached hereto as EXHIBIT "5".

RECITALS

Whereas, the Office of the Cook County State's Attorney ("SAO") has the statutory duty to prosecute all forfeited bonds and recognizances, and all actions and proceedings for the recovery of debts, revenues, moneys, fines, penalties and forfeitures accruing to the County; and

Whereas, the use of a professional collection firm to attempt to collect such sums prior to instituting costly legal proceedings, and utilizing the firms' debt collection expertise by appointing as Special Assistant State's Attorneys, qualified attorneys to pursue debt collection through litigation is in the best interests of the County; and

Whereas, the County of Cook issued Request for Proposal No. 1490-13840 ("RFP") for County-wide Debt Collection Consultant was evaluated in accordance with the evaluation criteria published in the RFP. The Consultant was selected based on its Proposal, which was evaluated by County representatives; and

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

Whereas, the County has selected Consultant to perform debt collection services for **Category I - General County Debt and Category II - Clerk of the Circuit Court Debt** as more fully described in Exhibit I, Scope of Services; and

NOW THEREFORE, for sufficient and valuable consideration, the adequacy of which each party acknowledges, the parties agree as follows:

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

The Recitals set forth above is incorporated by reference as if fully set forth herein.

ARTICLE 2) DEFINITIONS

a) Definitions

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

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

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

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

"Department" means the Cook County Using Department.

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

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

b) Interpretation

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

ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.

iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to it, are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.

v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.

vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

c) Incorporation of Exhibits

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

Exhibit 1	Scope of Services
Exhibit 2	Schedule of Compensation
Exhibit 3	Special Requirements
Exhibit 4	Evidence of Insurance
Exhibit 5	Board Authorization
Exhibit 6	Certification for Consulting or Auditing Services
Exhibit 7	Economic Disclosure Statement

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) Scope of Services

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

b) Deliverables

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

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

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

c) Standard of Performance

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

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

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

d) Personnel

i) Adequate Staffing

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

ii) Key Personnel

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

iii) **Salaries and Wages**

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

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

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

f) **Insurance**

Consultant must provide and maintain at Consultant's own expense, during the term of this Agreement and any time period following expiration if Consultant is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverages and requirements specified below, insuring all operations related to this Agreement.

i) **Insurance To Be Provided**

(1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident or illness.

(2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability (with no limitation endorsement). Cook County is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

Subcontractors performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.i (2).

(3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Consultant must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence limit, for bodily injury and property damage. The County is to be named as an additional insured on a primary, non-contributory basis.

(4) Professional Liability

When any professional consultants perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than \$2,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services on this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

Subcontractors performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.i (3).

(5) Valuable Papers

When any designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

ii) **Additional Requirements**

(1) Consultant must furnish the County of Cook, and the Office of the Chief Procurement Officer, 118 N, Clark St., Room 1018, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Consultant must submit evidence of insurance on the County Insurance Certificate Form (copy attached as Exhibit 3) or equivalent prior to Agreement award. The receipt of any certificate does not constitute agreement by the County that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the County to obtain certificates or other insurance evidence from Consultant is not a waiver by the County of any requirements for Consultant to obtain and maintain the specified coverages. Consultant must advise all insurers of the provisions in this Agreement regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the County retains the right to terminate this Agreement or to suspend this Agreement until proper evidence of insurance is provided.

(1) The insurance must provide for 60 days prior written notice to be given to the County in the event coverage is substantially changed, canceled or non-renewed. All deductibles or self-insured retentions on referenced insurance coverages must be borne by Consultant. Consultant agrees that insurers waive their rights of subrogation against the County of Cook, its employees, elected officials, agents or representatives.

(2) The coverages and limits furnished by Consultant in no way limit Consultant's liabilities and responsibilities specified within this Agreement or by law. Any insurance or self-insurance programs maintained by the County of Cook apply in excess of and do not contribute with insurance provided by Consultant under this Agreement.

(3) The required insurance is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

(4) Consultant must require all subcontractors to provide the insurance required in this Agreement, or Consultant may provide the coverages for subcontractors. All Subcontractors are subject to the same insurance requirements as Consultant unless otherwise specified in this Agreement. If Consultant or its Subcontractor desires additional coverages, the party desiring the additional coverages is responsible for its acquisition and cost.

(5) The County's Risk Management Office maintains the right to modify, delete, alter or change these requirements. "**Risk Management Office**" means the Risk Management Office,

which is under the direction of the Director of Risk Management and is charged with reviewing and analyzing insurance and related liability matters for the County.

g) Indemnification

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

h) Confidentiality and Ownership of Documents

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

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

The County of Cook shall, to the extent permitted by law, keep confidential all information and documents in any format which Consultant designates as "Confidential" or "Proprietary." Notwithstanding the foregoing, Consultant understands and agrees that Consultant's information may be disclosed in response to requests made pursuant to the provisions of the Illinois Freedom of Information Act ("FOIA"). Consultant further agrees that the County shall have the sole right

to determine whether it shall withhold information upon receipt of a FOIA request, and if it does so pursuant to Consultant's request, Consultant shall bear the costs of asserting that there is a proper exemption justifying the withholding of such information as proprietary in any court proceeding which may result.

i) Patents, Copyrights and Licenses

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

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

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

j) Examination of Records and Audits

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

The Consultant further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the Subcontractors agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled

checks, bank statements, purveyor's and other invoices and records of such Subcontractors involving transactions relating to the subcontract, or to such Subcontractor's compliance with any term, condition or provision thereunder or under the Contract.

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

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

k) Subcontracting or Assignment of Contract or Contract Funds

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

Prior to the commencement of the Contract, the Consultant shall identify in writing to the Chief Procurement Officer the names of any and all Subcontractors it intends to use in the performance of the Contract. The Chief Procurement Officer shall have the right to disapprove any

Subcontractors. Identification of Subcontractors to the Chief Procurement Officer shall be in addition to any communications with County offices other than the Chief Procurement Officer. All Subcontractorss shall be subject to the terms of this Contract. Consultant shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

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

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

D) Professional Social Services

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

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

other similar services which provide mental, social or physical treatment and services to individuals. Said Professional Social Service Contracts or Professional Social Service Agreements do not include CCHHS managed care contracts that CCHHS may enter into with health care providers.

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board and its term shall begin on February 1, 2015 ("**Effective Date**") and continue until January 30, 2020 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

i) Consultant must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Consultant acknowledges that **TIME IS OF THE ESSENCE** and that the failure of Consultant to comply with the time limits described in this Section 4.b may result in economic or other losses to the County.

ii) Neither Consultant nor Consultant's agents, employees or subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

c) Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to extend this Agreement for up to one (1) additional one-year period under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Consultant. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

ARTICLE 5) COMPENSATION

a) Basis of Payment

The County will pay Consultant according to the Schedule of Compensation in the attached Exhibit 2 for the successful completion of services.

b) Method of Payment

All invoices submitted by the Consultant shall be in accordance with the cost provisions according to the Schedule of Compensation in the attached Exhibit 2. The invoices shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant as of the date of the invoice, and shall be submitted together with a properly completed County Voucher form (29A). Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

c) Funding

Consultant will work on a contingency fee basis. Subject to the requirements set forth in **Exhibit 1, Scope of Services**, the rate of payment to Consultant by the County shall be as set forth in **Exhibit 2, Schedule of Compensation**, which shall be Consultant's sole compensation from the County for the Services provided under this Contract. Consultant shall not be entitled to any additional compensation from the County for its costs, of whatever nature or kind, of providing the services pursuant to this Contract.

d) Non-Appropriation

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

e) Taxes

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

f) Price Reduction

If at any time after the contract award, Consultant makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or

considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section 5.f., Price Reduction, a general price reduction shall include reductions in the effective price charged by Consultant by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Consultant makes in the price of the Deliverables to its prospective customers generally.

g) Consultant Credits

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

ARTICLE 6) DISPUTES

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

ARTICLE 7) COMPLIANCE WITH ALL LAWS

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

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

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

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

- i) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractors for any purpose in the performance of its Services under this Agreement;
- iv) warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and have not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County ;
- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- vi) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and
- vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.a and 9.c.

b) Ethics

- i) In addition to the foregoing warranties and representations, Consultant warrants:

(1) no officer, agent or employee of the County is employed by Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.

(2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Consultant or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

c) Joint and Several Liability

If Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Consultant is the joint and several obligation or undertaking of each such individual or other legal entity.

d) Business Documents

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

e) Conflicts of Interest

i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

ii) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.

iii) Upon the request of the County, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant's past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.

iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for Consultants or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, Subcontractors or joint venturer in that project or in the preparation of a Consultant or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the Consultants or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the Consultants or bids for that project.

v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.

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

f) Non-Liability of Public Officials

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

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

a) Events of Default Defined

The following constitute events of default:

i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the County.

ii) Consultant's material failure to perform any of its obligations under this Agreement including the following:

(a) Failure due to a reason or circumstances within Consultant's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;

(b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;

(c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;

(d) Discontinuance of the Services for reasons within Consultant's reasonable control; and

(e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.

iii) Any change in ownership or control of Consultant without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.

iv) Consultant's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Consultant acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.

(v) Failure to comply with Article 7 in the performance of the Agreement.

(vi) Consultant's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

b) Remedies

The occurrence of any event of default permits the County, at the County's sole option, to declare Consultant in default. The Chief Procurement Officer may in his sole discretion give Consultant an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Chief Procurement Officer. Whether to declare Consultant in default is within the sole discretion of the Chief Procurement Officer and

neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

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

- i) The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the County would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Consultant under this Section 9.b;
- ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iv) The right to money damages;
- v) The right to withhold all or any part of Consultant's compensation under this Agreement;
- vi) The right to consider Consultant non-responsible in future contracts to be awarded by the County.

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

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise

any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

c) Early Termination

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

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

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

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

d) Suspension

The County may at any time request that Consultant suspend its Services, or any part of them, by giving 15 days prior written notice to Consultant or upon informal oral, or even no notice, in the

event of emergency. No costs incurred after the effective date of such suspension are allowed. Consultant must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Consultant when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Consultant as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

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

e) Right to Offset

i) In connection with performance under this Agreement:

The County may offset any excess costs incurred:

(i) if the County terminates this Agreement for default or any other reason resulting from Consultant's performance or non-performance;

(ii) if the County exercises any of its remedies under Section 9.b of this Agreement; or

(iii) if the County has any credits due or has made any overpayments under this Agreement.

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

f.) Delays

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

g.) Prepaid Fees

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

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) General

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

ii) No Collateral Agreements

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

iii) No Omissions

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

b) Counterparts

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

c) 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.

Consultant 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.

d) Governing Law and Jurisdiction

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

e) Severability

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

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

f) Assigns

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

g) Cooperation

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

h) Waiver

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

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

i) Independent Consultant

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

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

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

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

j) Governmental Joint Purchasing Agreement

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

ARTICLE 11) NOTICES

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

To the County: State's Attorney of Cook County
50 W. Washington, 500 Richard J. Daley Center
Chicago, Illinois 60602
Attention: Chief, Civil Actions Bureau

And:

If to Department of Revenue: 118 N. Clark Street, Room 1160
Chicago, Illinois 60602
Attention: Department Director

If to the Clerk of the Circuit Court: 69 West Washington, 25 Floor

Chicago, Illinois 60602
Attention: Procurement Chief/ Chief Deputy Clerk

And, Copies to:

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

If to Consultant:

AllianceOne Receivables Management Inc.
6565 Kimball Drive, Suite 200
Gig Harbor, WA 98335
Attention: Renee Linnabary, Senior Vice President

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

ARTICLE 12) AUTHORITY

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

ARTICLE 13) MISCELLANEOUS

a) Enforcement of Underlying Rights of Client

Consultant is specifically granted the right in any dispute, claim, controversy or action asserted against Consultant by an account debtor or third party, to enforce any right the County might have to compel arbitration, or to prohibit a jury trial or class action.

b) Credit Reporting

The County authorizes Consultant to report accounts to one or more Credit Reporting Agencies (credit bureaus). The County shall provide Consultant with an accurate date of judgment or delinquency for each account to be reported.

EXHIBIT 1

Scope of Services

SCOPE OF SERVICES

I. Scope Generally.

This Contract is for a full range of professional debt collection services, including, when authorized, filing actions in court to collect such debts, on behalf of the SAO and other County departments, agencies and elected officials. The County and the SAO reserve the right to refer to the Consultant any other delinquent obligations owed to Cook County including fines, fees, cost, penalties and or judgments. Consultant is expected to contact debtors, including responsible officers and other affiliated parties, referred by the Using Agencies or Referring Agencies and arrange for and collect full payment of the debts through a lump sum payment, an approved installment payment agreement or through use of forced collection actions including the implementation of liens.

Such services shall consist of activities such as initial and follow-up contacts with the debtor, tracing debtors, negotiating payments when authorized, documenting collection efforts, providing real-time and other reports; promptly depositing payments received and, when voluntary collection efforts have been unsuccessful, the advisability of pursuing actions in court or by other legal means. All of the aforesaid activities shall be in full and complete conformance with federal and state laws governing debt collection activities and performed in a professional and respectful manner.

A. Definitions

Unless otherwise defined, the following terms are defined as set forth herein.

“Department” shall mean an organizational unit of the County which may refer debts to Consultant.

“Office” shall mean the office of an independently elected County official which may refer debts to Consultant.

“Referring Agency” or “Using Agency” shall mean the Department or Office which has referred a debt to Consultant.

“Debt” shall mean an amount of money lawfully owed to the County, regardless of the reason or matter which resulted in the debt being incurred.

“Account” shall mean a debt which has been referred to Contractor for collection pursuant to the terms of this Consultant.

B. Appointment as a Special Assistant State’s Attorney. If litigation is authorized,

Contractor shall provide trained, licensed and competent attorneys who will be considered for appointment as Special Assistant State's Attorneys and if so appointed, will bring appropriate actions in a court of law or through other lawful means to collect debts owed. As representatives of the SAO, all litigation activities will be conducted in a professional manner and in conformance with applicable policies and procedures of the SAO. Additional obligations with regard to litigations is further described in II. Obligations of Consultant, D. Litigation.

C. Special Requirements. In addition to the requirement set forth herein, Using Agencies or Referring Agencies may have special requirements as more fully set forth in this Contract (See, Exhibit 3, Special Requirements). Contractor will conform to such special requirements in providing the debt collection services required by this Contract.

II. Obligations of Consultant

A. Personnel Requirements

1. Consultant shall assign sufficient trained, experienced, qualified and if required, licensed, personnel to perform the services required pursuant to this Contract.

Consultant shall have and shall utilize initial and in-service training programs to assure compliance by its employees with applicable laws and company policies. Consultant shall ensure that any sub-Consultants it utilizes has and uses such training programs for sub-Consultant's employees.

2. Consultant shall assign to each Referring Agency an individual who will be the liaison between that Referring Agency and the Consultant during the term of the Contract.
3. Consultant shall assign an individual who will be the liaison between the SAO and the Consultant, during the term of the Contract.
4. Consultant shall have fraud-management or awareness training programs and policies and procedures that comply with applicable Federal and State law.
5. Consultant shall verify that its employees have received Fair Debt Collection Practices Act (FDCPA) training.
6. Consultant shall ensure that all collection activities are performed in a professional and respectful manner. No harassment, verbal abuse, or compromising the rights of the debtors will be tolerated and may result in recalling the debt and cancellation of the contract.
7. Consultant's contract manager(s) will also be available for occasional meetings. Scheduled meetings, which may involve travel, will be at the expense of the Consultant.

8. Consultant shall have employees dedicated to the collection of the Referring Agency's referred Accounts during the term of the Contract.
9. The Consultant shall provide to the Referring Agencies a list of key personnel, and their designated assignments, who will be assigned to this Contract. The SAO and the County may at any time request, in writing, the removal of any of assigned personnel of Consultant for cause and the Consultant shall forthwith furnish other acceptable personnel within ten (10) business days of notification.
10. The Consultant shall designate a project leader who resides locally and shall be assigned for the duration of the Contract. The project leader must have good communication and interpersonal skills, be technically qualified, have project leadership experience, and be familiar with and committed to the project's objectives and requirements.
11. The project leader shall be responsible for communicating all project related affairs to the management of the County and Referring Agencies. The project leader shall work closely with the County and Referring Agencies to reach mutual agreement on key activities, milestones, and tasks that must be reported by the project leader.
12. Consultant shall have access to locally based, licensed, trained and competent legal counsel for litigation or other legal action to collect a debt.

B. Policies and Procedures

1. **General Requirements for Policies and Procedures.** Consultant shall have policies and procedures to ensure that:
 - a. Customer contacts are handled appropriately and professionally
 - b. Accurate and timely information is always provided to Referring Agencies
 - c. Processes are in place for recording and resolving customer complaints
 - d. Service options are available for limited English proficiency clients. Customers include, but are not limited to, Spanish, Polish, and Hindi speaking populations.
2. **Implementation Requirements.** Within thirty (30) days of the Effective Date, Consultant shall prepare and submit for approval an implementation plan setting forth the details of how they will implement the services required pursuant to this Contract. Consultant will consult with the Referring Agencies identified as of the Effective Date to determine if modifications to the plan need to be made to accommodate the particular needs of a Referring Agency. Consultant shall have the ability to perform accurate skip-tracing of debtors and shall utilize that process when necessary.

3. Except as authorized by the Referring Agency, debtor information will not be shared with any third parties other than standard credit reporting agencies, except subcontractors as defined in the economic disclosure statement, and skiptracing and letter vendors of Consultant who have been contractually bound through their contracts with the Consultant to comply with all applicable laws regarding the confidentiality of debtor information
4. Consultant shall not negotiate a payment plan with a debtor unless authorized by the Referring Agency and pursuant to the payment plan guidelines provided by the Referring Agency.
5. Consultant shall have a process for identifying, correcting, and eliminating duplicate contacts for the same Account.
6. Consultant shall have performance metrics that are periodically tracked by Referring Agency and in the aggregate and that shall be reported on a monthly basis.
7. Consultant shall have no limitations on the number of contacts (whether written, telephonic or email) that can be processed daily on referred Accounts.
8. Consultant shall have no limitations on the number of the remittances that can be processed daily or contained in a batch on referred Accounts.
9. Consultant shall have sufficient and appropriate measures in place to prevent unauthorized user access to Consultant's system and data and to protect Internet transactions including the data encryption methods that meet ongoing industry standards.
10. ***Disaster Recovery and Continuity.*** Consultant shall have business continuity and disaster recovery plans that meet generally accepted industry standards that include data redundancy, off site data storage, and backup processing capabilities. Data Access and Retention shall include but not limited to the following data-related system requirements:
 - a. At all times, the Using Agency shall be able to receive Using Agency data, associated metadata, and reasonably granular subsets thereof, as well as any associated files or attachments, from the System in a useable, encrypted format.
 - b. Upon termination of the contract and at the Using Agency's written request, the Consultant shall destroy Using Agency Data, including backups and copies thereof, according to NIST standards or as otherwise directed by the Using Agency.

- c. The System shall have the ability to retain Using Agency data in a manner that is searchable and capable of compliance with records retention laws and best practices.
- d. At no time may the Consultant suspend or terminate Using Agency's access to Using Agency Data or the System for breach of contract or term or condition relating to the System without giving the Using Agency reasonable notice and opportunity to cure according to the County's dispute resolution process.
- e. Consultant must have an automated backup and recovery capability for the system and application, including incremental and full back-up capabilities. Additionally, system backups must be accomplished without taking the application out of service and without degradation of performance or disruption to Using Agency operations.
- f. Consultant must be able to provide the service from at least two geographically diverse data centers that do not share common threats (e.g. the data centers cannot be in the same earthquake zone, likely hurricane path, same flood zone, etc.). The data centers must at a minimum meet Tier III standards for redundancy of power, telecommunications, HVAC, security, fire suppression and building integrity.
- g. Consultant must be able to provide in the event of a technology or other failure at the primary processing center, an alternate system to meet the following tiers, for which the Using Agency's use and should be identical regardless of which location is processing the Using Agency's work:

Category	Alternate system characteristics
High Availability	Continuous operation without interruption or degradation in service.
Standard Availability	Available for Using Agency use within 48 hours with no degradation in service.
Non-Critical Availability	Available for Using Agency use within 96 hours with no degradation in service.

- h. Consultant must implement crisis management, business continuity and disaster recovery plans, subject to County approval, which the County will not reasonably withhold. These plans must outline how the Consultant will support the Using Agencies' recovery at the alternate site, including backup staff required to implement the plan in an emergency if the Consultant's primary staff is unavailable. Such plans shall also include a minimum of annual testing in coordination with the Using Agency.

- i. Consultant must specify the System's proven RTO and RPO in case the primary site becomes unavailable.
- j. Consultant must specify whether the System will meet the following availability tiers, which tier, and must specifically describe how the System meets such tier:

Category	Availability	RTO	Characteristics & RPO
High Availability	99.982%	Intra-day	Typically involves data replication to a hot-site for each transaction or at short intervals, like 15 minutes.
Standard Availability	99.741%	24 to 48 Hours	Nightly tape backups shipped to a warm-site data center. System reestablished at time of disaster from tape. May lose up to one day of data.
Non-Critical Availability	99.671%	48 to 96 Hours	Nightly tape backups shipped to offsite warm or cold site data center. System reestablished at time of disaster from tape after more critical systems are restored. May lose up to one day of data.

Consultant must detail available performance credits offered for a failure to meet uptime, RTO and RPO requirements.

11. **Required Capabilities.** Consultant shall have the capability to provide the following, the utilization of which will be at the discretion of a Referring Agency:

- a. Cash Advance
- b. Right Party Contact
- c. Pay by Web
- d. Pay by Phone
- e. Point-of-Sale Cashiering
- f. Predictive dialing
- g. Interactive Voice Response System
- h. Automated Call Distribution
- i. Automated phone and address updates

- j. Online internet skip tracing
- k. Online payment processing database
- l. Automated Correspondence
- m. Notice generation and management
- n. Installment payment plans
- o. Credit Bureau Reporting
- p. License suspension and release
- q. Tax and lottery intercept program
- r. Hearing scheduling/disposition
- s. Wage Assignments
- t. Audit/Accounting
- u. POS and Web transactions
- v. Credit card payment processing
- w. Gross settlement utilizing the Automated Clearing House (ACH) to the account specified for all payment and credit records processed

12. If explicitly authorized by the Referring Agency, Consultant shall have deferred installment, or recurring billing programs.

13. If permitted by law, Consultant shall have procedures for working with the Illinois Department of Revenue for revenue recapture activities.

14. Consultant shall have appropriate cash handling and control policies and procedures.

15. Consultant shall have the ability to process multiple accounts from the same debtor.

18. Consultant shall have policies for determining when voluntary collections efforts on an Account appear be unsuccessful and recommendations as to whether such Account is a bad debt or should be pursued by litigation.

19. Consultant shall have the ability to use different methods for calculating penalties and interest on notices sent out.
20. Acknowledge receipt of an Account to the Referring Agency within two (2) business days.
21. Mail initial notices to the debtor within five (5) business days of receipt of an Account from a Referring Agency.
22. Initiate initial telephone contact with the debtor within five (5) business days of receipt of an Account from a Referring Agency.
23. Send up to three (3) written notices within ninety (90) days of receipt of an Account, unless payment is received, the account has a bad address, or the debt is otherwise resolved within the terms of this Contract.
24. Make at least four (4) telephone attempts within ninety (90) days of receipt of an Account, unless payment is received or the debt is otherwise resolved within the terms of the contract.
25. Generate billing notices
26. Accept online payments.
27. Consultant shall establish a link on a Referring Agencies website which that will transfer the viewer to the Consultants website.
28. File liens in court when authorized.
29. Reconcile payments that have been received directly by the Referring Agency to the referred Account.
30. Deliver documents to a Referring Agency by courier on an agreed upon timeline.
31. Inform and train Referring Agency staff to handle customer service calls once initial notices are sent.
32. Send checks, money orders, cashier checks or other similar payments made payable to the County or a Referring Agency within two (2) business days of receipt along with information on the Account for which such payment was received.
33. Send notices to the debtor stating the account has been satisfied and closed upon request.
34. Process unscheduled recurring payments of varying dollar amounts.
35. Accept monthly paper or electronic Account referrals from a Referring Agency.

36. Provide an XML web service gateway, or an HTTP POST gateway.
37. Retry failed payments that are not the result of invalid customer information.
38. Support timeout reversal and void requests.
39. Provide 24 hour/ seven days-a-week/365 days-a-year support for all system support via an 800 number.
40. Provide 24 hour network monitoring.
41. Have systems that are fully PCI, DSS, CISP, SDP, and where applicable, PABP compliant and be able to show proof of such compliance/certification.
42. Be responsible for loss of or the compromise of the security of all Account data in its possession, including credit, debit and similar account information, and shall notify debtors when security is compromised and recreate transactions when data is lost.
43. Consultant shall cease collection activities on cases in which the debtor files a Petition for Bankruptcy and notify the Referring Agency of such.
44. Consultant shall be responsible for all costs of interfaces/integration to County and/or Referring Agency systems.
45. Consultant shall only accept money orders, cashier or certified checks or credit card payments from debtors with a history of issuing NSF checks. Referring Agencies will cooperate with Consultant with respect to debtors for whom it has experience with NSF checks.
46. If an amount is disputed by a debtor, Contract shall promptly refer that dispute to the Referring Agency for its review.
47. Contracted agencies will be doing business in Cook County for the purpose of the County Home Rule tax laws and provisions and shall abide by all statutes and ordinances regulating such, e.g. Uniform Penalties, Interest and Procedure, Cook County Home Rule Taxes.
48. Consultant shall promptly contact the Referring Agency in all instances that require the Referring Agency's approval or decision.
49. A Referring Agency is not prohibited from accepting direct payments from the debtor. The Referring Agency will notify Consultant of the receipt of such payment.
50. All activities of Consultant in the collection of a referred debt shall be conducted in compliance with all applicable Federal, State or local laws, ordinances and regulations.

Consultant shall have in place during the term of this contract appropriate policies and procedures to ensure that such statutes, laws, ordinances and regulations are followed.

51. No referred Accounts shall be returned without the Referring Agency's permission. When a request to return an Account is made, Consultant shall provide the Referring Agency with a report showing all collection activities conducted and the reason for the request to return the Account.
52. Consultant shall make all reasonable efforts, within the authority granted by the Referring Agency or the State's Attorney's Office, to collect on all Accounts referred.
53. A Referring Agency reserves the right to recall any Account. Such determination is solely that of the Referring Agency. Consultant shall return a recalled Account to the Referring Agency at no cost and in the manner prescribed by the Referring Agency within thirty (30) days of receipt of the written notice of recall. A recalled Account may be referred again to the Consultant, or another Consultant, at the discretion of the Referring Agency.
54. Consultant shall be responsible for refunding any payments or other monies collected in error and not remitted to the Referring Agency. Such refunds shall be made within fifteen (15) days of the determination that the payments or other fees were collected or received in error. Consultant shall process overpayments of the debtor within thirty (30) business days.
55. All correspondence to debtors concerning a debt that resulted from a court matter must include the court location and court case number.
56. Consultant shall provide a toll free telephone number for communication with a Referring Agency.
57. Consultant shall maintain a current Collection Agency Occupational License(s) required by the State of Illinois and any other licenses for it to provide the services pursuant to this Contract.
58. Consultant shall have an employee fidelity bond in effect for the term of this contract plus one hundred and eighty (180) calendar days after its termination or expiration in the amount of \$1,000,000.00 against loss through failure by Consultant or its employees or agents to remit to the Referring Agencies all monies due. This bond will be in a form approved by the County. The surety company shall be authorized to do business in Illinois and will be a company approved and licensed by the Illinois Commissioner of Insurance. Contractor may, in lieu of a fidelity bond, maintain crime insurance in a form acceptable to the County and in an amount not less than \$1,000,000.00 per claim.

59. The Consultant will develop the right methodologies, tools, and procedures essential to system testing. The minimum requirements for testing plan include, but are not limited to, the following items:
- a. Overview and introduction of system features and functions.
 - b. Outline of testing strategy.
 - c. Scope and expected duration of each testing phase (i.e., unit testing, integration testing, user acceptance testing, etc.).
 - d. Identify any systems function that will be tested.
 - e. Description of the level of detail for test cases and scripts for all testing phases, including end-to-end testing.
 - f. Sources of tests data and description of how the data will be prepared.
 - g. Description and technical information for any special equipment required with the system.
 - h. Description of the procedure for tracking the resolution of any problems encountered during testing.
 - i. Description of the criteria that will be used to determine whether tests have been satisfactorily passed.
60. Consultant's collections method and plan to be implemented shall be subject to the approval of the Referring Agency.
61. Consultant shall be authorized to pursue collection matters on referred Accounts until collection has been effected, or after six months of collection efforts have resulted in no payment on the referred Account, at which time Consultant shall recommend to the Referring Agency that the Account is uncollectable or that legal action should be considered. Notwithstanding the above, the Referring Agency has the discretion to authorize the Consultant to pursue collection efforts beyond six months as it deems necessary or to pursue legal action before six months of collection efforts take place.
62. Consultant shall confirm or update the address and phone numbers of debtors prior to collection mailings which shall include instruction for debtors on payment procedures.
63. Consultant shall follow accepted principles of ethical debt collection practices and comply with all applicable laws relative to the collection of debts including the Illinois Fair Patient Billing Act, 210 ILCS 88/1, *et seq.*, the Federal Fair Debt Collection Practices Act, 15 U.S.C. Section 1692, *et seq.*, the Illinois Collection Agency Act, 225 ILCS 42511 *et seq.*, and the

Illinois Consumer Fraud and Deceptive Practices Act, 815 ILCS 505/1 et seq. and any applicable Federal laws.

64. All collections activity shall comply with Referring Agency requirements with respect to any previously agreed upon payment plans pursuant to Section 30 of the Illinois Fair Patient Billing Act and/or in settling an account for less than face value, when authorized.
65. No action to collect any debt will be undertaken by the Consultant until it receives written authorization, when applicable, from the Referring Agency which states that the conditions for pursuing collection actions pursuant to Section 30 of the Illinois Fair Patient Billing Act have been complied with by the applicable Referring Agency.
66. Each Referring Agency and the SAO shall provide to Consultant, in writing, their respective policies and procedures with respect to collection activities and authorizations for such activities.
67. Consultant shall provide collection notes compatible with the Referring Agency's technical specifications.
68. Debtor service phone calls are required to be recorded and documentation of all conversations/events shall be maintained.
69. Consultant will provide the County a monthly report with a cumulative list of debtors who are seeking bankruptcy protection via the courts.
70. Contract shall establish a protocol with the State's Attorney's Office regarding post lien liquidation, seizure or forfeiture of property or other matters requiring court action.
71. On a limited basis the Consultant may be requested by a Referring Agency to assist it to ascertain a current address in order to bill properly when initial bills have ambiguous or errant addresses.
74. If the debtor is a taxpayer or tax collector, Consultant shall include in its attempts to collect the debt, officers or employees as set forth in Section 34-82 of the Cook County Code of Ordinances Consultant will be responsible for finding responsible officers and directors prior to collection agency officially beginning collection activity.
75. The Consultant will also notice those parties of a forthcoming Administrative Hearing if this service is requested and the request is made in writing.

C. Reports

1. Referring Agencies shall have access to Consultant's portal in order to review the status of referred accounts.

2. Consultant shall have the capability to permit a Referring Agency to access in real time any Account it has referred and be able to review all activities that have occurred on the Account since referral.
3. Consultant shall be able to retrieve Account information by Referring Agency and in the aggregate.
4. Consultant shall make available reports in real-time, on line and in hard copy, which contain at least the following information:
 - a. Referral acknowledgements
 - b. Account activities
 - c. Account statuses/aging receivables
 - d. Remittance
 - e. Returned debt
 - f. Detail and Summary
 - g. Paid Accounts

Such reports will be provided in a form and format as required by a Referring Agency.

5. In addition to the reports referred to in C (4) above, Consultant shall provide Referring Agencies with other reports as requested. Such reports may request the following (list is not exhaustive):
 - a. Information separated by type of debt/tax type/allocation code/date of referral
 - b. Payments received by account and total
 - c. Debts still outstanding by account and total
 - d. Percentage of debt collected by type/allocation code/date of referral
 - e. Number and types of contact with debtor (written notices and telephone calls)
 - f. Whether legal action has been taken
 - g. Whether liens have been placed and date liens were placed
 - h. Whether skip tracing has been performed
 - i. Debt deemed uncollectable
 - j. Reports in multiple formats, including Excel spreadsheet
 - k. Different reports for each Referring Agency with fields specified by the Referring Agency
 - l. Alteration to reports at the request of the Referring Agency
 - m. Separation of debt collected via litigation from that collected without litigation

6. Send detailed monthly reports on payment information that are still outstanding.
7. Within 15 days of the end of each month, Consultant will provide each Referring Agency with a summary report of any complaints it has received during the month being reported on. The summary shall include the date the complaint was received, name of the complainant, the nature of the complaint, the status of the complaint and if closed, the resolution. A complaint will be reported each month until it is closed. Upon request of a Referring Agency, Consultant shall provide the Referring Agency with more detailed information regarding a complaint, including copies of any communications from or to complainant or Consultant.
8. The Consultant shall provide an Account reconciliation report to the Referring Agency within ten (10) days of receipt of the Account.
9. At the same time that monies have been remitted as set forth in Section G Remitting Monies To County, a report shall be provided to each Referring Agency, in electronic or printed form at the discretion of the Referring Agency, which will provide information as requested by the Referring Agency s concerning the Accounts for which monies have been remitted.

D. Litigation

1. Consultant shall not engage in litigation without express authority from the State's Attorney's Office.
2. Consultant shall utilize involuntary collection activities when authorized by the Referring Agency. Involuntary collection activities may include litigation, foreclosure, wage garnishment, levy and forfeiture proceedings to collect outstanding debts.
3. Involuntary collection activities may be performed by attorneys of or retained by Consultant, provided that the SAO agrees to appoint the attorneys who shall pursue such actions as Special Assistant State's Attorneys.
4. Subject to such appointment as a Special Assistant State's Attorney, the Agency shall be authorized to initiate appropriate legal action on referred Accounts for collection, to execute on judgments relating to such matters and to undertake any other appropriate efforts necessary to collect on the referred Accounts. Consultant's attorneys must comply with all requirements and directives of the SAO in acting as a Special Assistant State's Attorney.

E. Special Conditions

1. Consultant may not agree to any compromise or reduced settlement with a debtor, without the express approval of the Using Agency or the State's Attorney.

2. Consultant shall cease collection activities on cases in which the debtor files a Petition for Bankruptcy.
3. The Using Agency shall owe no fee for any payments received from a bankrupt estate.
4. Consultant shall be responsible for all costs of interfaces/integration to County and/or Using Agency systems.
5. Consultant shall work with the Using Agencies to determine which accounts are appropriate for litigation.
6. Contracted agencies will be doing business in Cook County for the purpose of enforcing County Home Rule tax laws and provisions and, accordingly, shall abide by all statutes and ordinances regulating such, e.g. Uniform Penalties, Interest and Procedure, Cook County Home Rule Taxes.
7. If an amount is disputed by a debtor, Consultant shall refer that dispute to the Using Agency for review.
8. Consultant shall only accept certified checks or credit card payments from debtors who have issued more one or more NSF checks.
9. Consultant shall send all exceptions that require approval or decision making to the Using Agency.
10. Consultant shall send a minimum of three written notices to each debtor with the exception of accounts with a bad address, those on a payment plan, or those accounts returned to the Using Agency.
11. Should the Consultant or a Using Agency receive any complaints about the actions of the Consultant, Consultant must respond to the Using Agency and complainant, if other than the Using Agency, in writing within five (5) days of receipt of the complaint. All questions and statements made by complainant and/or a Using Agency concerning the alleged actions should be addressed in the Consultant's response.
12. Consultant shall verify that its employees have received Fair Debt Collection Practices Act (FDCPA) training.
13. Using Agencies are not restricted from accepting direct payments from debtors.

14. Consultant shall provide remittance information and other reports on a schedule determined by the Using Agency or as requested by the Using Agency. Said reports must include all information requested by the Using Agency organized in the manner requested by the Using Agency. Information that must be reported includes, but is not limited to, receipt details on payments, dates of payments, summaries of remittances during a specified period, updates on client information, total debt referred to the Consultant, total collections by dollar amount, total cases paid in full, total cases with partial payments, total return cases, and total fees paid.
15. Consultant shall transfer payments and required reports electronically.
16. No charge-backs by the Consultant shall be permitted. Consultant is authorized to place a seven day holdover on personal checks.
17. Where permitted by statute or ordinance, a Using Agency may impose a collection fee in addition to the original debt owed. Said collection fee shall not be included when calculating the fee owed to the Consultant. For example, if the debt is \$100, a \$20 collection fee is added by the Using Agency and the Consultant is entitled to 15% payment, the Consultant would be entitled to \$15 on that collection (15% of \$100, not \$120). Should legislation pass allowing other Using Agencies to impose collection fees payable by the debtor, Consultant must be able to adjust to include these fees.
18. All activities of Consultant in the collection of a referred debt shall be conducted in compliance with all applicable Federal, State or local laws, ordinances and regulations. Consultant shall have in place during the term of this contract appropriate policies and procedures to ensure that such statutes, laws, ordinances and regulations are followed.
19. No referred accounts shall be returned without a Using Agency's permission. When a request to return an account is made, Consultant shall provide the Using Agency with a report showing all collection activities conducted and the reason for the request to return.
20. Consultant shall make all reasonable efforts, within the authority granted by the Using Agency or the State's Attorney's Office, to collect debts referred.
21. A Using Agency reserves the right to recall any referred account. Such determination is solely that of the Using Agency. The Using Agency shall owe no fee on recalled accounts on which no payment has been received prior to recall. Consultant shall return a recalled account to the Using Agency at no cost and in the manner prescribed by the Using Agency within thirty (30) days of receipt of the written notice of recall. A recalled account may be referred again at the discretion of the Using Agency.

22. All correspondence regarding litigation sent to the Courts and debtors must include the court location and account number.
23. Consultant must support both manual and automatic settlement of transaction batches.
24. Consultant must cut off transaction batch activity precisely when settlement occurs. For example, if a batch is manually settled once per day at 4:30 p.m., transactions processed at 4:31 p.m. will be part of the next day's batch.
25. Consultant must have a procedure in place to handle suspended (failed) batch transmissions. The procedure must include notification to the merchant so that the problem can be resolved in time to prevent the transactions in the affected batch from being downgraded by the associations.
26. Consultant must utilize hardware that complies with current industry standard specifications at the time of system implementation. Hardware must integrate with current technology deployed within all Using Agencies. The Consultant shall procure hardware "just in time" during system implementation and subject to specification approval by the County. The proposed operating system shall meet current industry standards that are supported in technology at the time of implementation and anticipate a life of at least 5 years of standardization.
27. Consultant must also provide a detailed list of all equipment and its costs, including but not limited to, any hardware and the number of personnel or environment required to operate any and all functions of the proposed system. The Consultant shall also include throughput estimates for the various pieces of equipment recommended. The Using Agencies retain all rights to review and authorize or reject any system hardware.
28. All configured systems used by Consultant must have response time for ordinary functions of less than 2 seconds for all local transactions and 3 seconds for all remote transactions. The County understands that response times will be impacted by the complexity of the function being performed, as well as the amount of data being processed by the system. Regardless of the complexity and function, the response time may not exceed 5 seconds.
29. Consultant shall ensure that all collection activities are performed in a professional and respectful manner. No harassment, verbal abuse, or compromising the rights of the debtors will be tolerated and may result in recalling the debt and cancellation of the contract.
30. Consultant shall assign one or more contract managers who will be available to Using Agencies by e-mail or phone on a daily basis. Consultant shall assign back-up individuals in the event that the contract manager is not available. Using Agencies shall have the contact information for these individuals at all times.

31. Consultant shall provide a toll free telephone number for communication with a Using Agency.
32. Consultant's contract manager(s) must be available for occasional meetings. Scheduled meetings, which may involve travel, will be at the expense of the Consultant.
33. Consultant shall have employees dedicated to the collection of the Using Agency's referrals during the term of the contract.
34. Consultant shall maintain a current Collection Agency Occupational License(s) required by the State of Illinois and all respective jurisdictions during the term of the contract.
35. The books, records, documents, and accounting procedures and practices of the Consultant relevant to this contract shall be subject to examination by the County and the Legislative Auditor for a minimum period of six years from the expiration or termination of this contract. Records shall be sufficient to reflect all costs incurred in the performance of this Contract.
36. The Consultant shall provide to the Using Agencies a list of all personnel who may be assigned to the project and their designated assignments. The list shall include the qualifications of each person named. The Using Agencies may at any time request, in writing, the removal of any assigned personnel of a Consultant for cause, and the Consultant shall forthwith furnish to the Using Agencies other acceptable personnel within ten (10) days of notification.
37. The Consultant must designate a project leader who resides locally and shall be assigned to this project for the duration of the Contract. The project leader must have good communication and interpersonal skills, be technically qualified, have project leadership experience, and be familiar with and committed to the project's objectives and requirements.
38. The project leader shall be responsible for communicating all project related affairs to the project team and Using Agency management. The project leader shall work closely with the County project team to reach agreement on key activities, milestones, and tasks that must be reported by the project leader.
39. Consultant shall comply with the Illinois Fair Patient Billing Act as required and the Using Agency's credit and collections policies as may be amended from time to time to permit Consultant to initiate collection activity.
40. Consultant's collections method and plan to be implemented shall be subject to the approval of the Using Agency.

41. All collections activity shall comply with Using Agency requirements with respect to any previously agreed upon payment plans pursuant to Section 30 of the Illinois Fair Patient Billing Act and/or in settling an account for less than face value, when authorized.
42. Consultant shall be authorized to pursue collection matters referred until collection has been effected or until six months have elapsed without payment on a referred account.
43. **Initial Account Activity.** The Consultant shall acknowledge all account referrals upon receipt and shall provide an account reconciliation report to the Revenue Cycle Department Head within ten (10) days of receipt of the account.
44. Consultant shall make an initial attempt to contact the debtor and, if unsuccessful due to an out of date telephone or address, shall make a good faith effort to locate the debtor.
45. Consultant shall confirm or update the address and phone numbers of delinquent account holders prior to collection mailings and shall draft and send collection notices and instruct delinquent account holders on payment procedures.
46. Following account referral, Consultant shall attempt to achieve voluntary payment arrangements and, should voluntary payment not be made, commence involuntary collection services as authorized by the Using Agency. Involuntary collection services may include litigation, foreclosure, wage garnishment, levy and forfeiture proceedings. Involuntary collection services may be performed by attorneys of or retained by Consultant, provided that the Cook County State's Attorney agrees to appoint the attorneys who shall perform such services as Special Assistant State's Attorneys. Subject to such appointment as a Special Assistant State's Attorney, Consultant shall be authorized to initiate appropriate legal action to collect on the referred account(s). The Consultant's attorneys must comply with all requirements and directives of the Cook County State's Attorney's Office in acting as Special Assistant State's Attorneys.
47. Consultant shall follow accepted principles of ethical debt collection practices and comply with all applicable laws relative to the collection of debts including the Illinois Fair Patient Billing Act, 210 ILCS 88/1, *et seq.*, the Federal Fair Debt Collection Practices Act, 15 U.S.C. Section 1692, *et seq.*, the Illinois Collection Agency Act, 225 ILCS 425/1 *et seq.*, and the Illinois Consumer Fraud and Deceptive Practices Act, 815 ILCS 505/1 *et seq.*
48. No action to collect any debt will be taken by the Consultant unless the conditions for pursuing collection actions pursuant to Section 30 of the Illinois Fair Patient Billing Act have been complied with by the applicable Using Agency.
49. Each Using Agency may provide to Consultant, in writing, its policies and procedures with respect to collection activities and authorizations for such activities.

50. If an account is determined to be uncollectible, Consultant shall contact the Using Agency to request permission to return the account. If granted permission, the account shall be returned electronically, together with all supporting documentation. Such accounts shall be marked by the Using Agency as a close back. All collections by the Consultant shall cease on the date the Consultant returns the account as a close back to the Using Agency.
51. Consultant shall maintain a collections accounts receivable management database that allows it to produce an inventory of accounts aged by date of placement.
52. Consultant shall maintain a detailed electronic payment and activity history on all accounts.
53. Consultant shall provide all reports and related collection notes requested by a Using Agency in a format compatible with the Using Agency's technical specifications.
54. Consultant shall assure the integrity of its payment system and provide Using Agencies with appropriate access so that the Using Agency can readily track the total amounts collected and compare these amounts against accounts referred.
55. All funds collected by the Consultant shall be remitted as required by the Using Agency with appropriate information to assure that funds are properly applied to the correct debtor's account(s).
56. Customer service phone calls are required.
57. Consultant must be prepared to answer any and all questions from Using Agencies within 48 business hours.
58. Where debt is owed by a business, Consultant, through legal counsel appointed as Special Assistant State's Attorneys, must be prepared to proceed with collection against business owners/operators and officers of said business pursuant to the County Uniform Penalties, Interest and Procedures Ordinance.
59. Consultant, through legal counsel appointed as Special Assistant State's Attorneys, must be prepared to present a minimum of 2000 home rule tax cases in Administrative Hearings per month.
60. Where judgments have been obtained, Consultant, through legal counsel appointed as Special Assistant State's Attorneys, must take post-adjudication action where requested by the Using Agency.

61. Consultant shall ensure compliance with the data security laws, data privacy laws, breach notification and data disposal laws of the fifty states, including but not limited to Illinois Personal Information Protection Act.

F. Referring Agencies Technical Specifications and Requirements

Consultant's information system shall be compatible with the following:

CATEGORY I: General County Debt (ex. Cook County Department of Revenue, Building and Zoning, Forest Preserve District, County Clerk)

Technology Specifications:

- Server (1 SQL Server; 1 Windows Application Server)
- Window Server 2003 and Windows Server 2008
- MS SQL Server 2008 Standard
- NDS/Active Directory Authentication
- Mainframe 3270 Passport System
- Client/Workstations
- NDS/Active Directory Authentication
- MS Office 2002 or greater
- Windows XP R2SP3

Requirements of Consultant:

- Must be able to import and export files from the developing Countywide Citation Management and Integrated Tax Processing systems.
- Must be able to accept placement files in the following formats: text, CSV, Microsoft Excel©. Additionally, must review placement files and provide an exception report should any balances be incorrect.
- Must be able to import and export text file from Mainframe 3270 Passport.
- Must be able to import and export to Assessment & Registration System.
- Must be able to upload a Microsoft Excel© file from the Secretary of State.
- Must be able to send payment & transaction information to be uploaded to an iNovah cashiering system and/or J.D. Edwards financial management information system and Assessment & Registration System.
- Must be able to generate a reconciliation file based on DOR specifications and participate in a reconciliation meeting with DOR personnel on a regular basis.
- Must be able to use DOR's file for reconciliation (text file).
- Must be able to hold invoices until reconciliation is complete or send an adjusted invoice each month based on any changes that arise from the reconciliation.

- Must be able to return payment information in the same format as sent by the Using Agency including the allocation codes the Using Agency originally submitted with the account.
- Electronic payment transfers must be compatible with Microsoft Dynamics Great Plains application (County Clerk).

FILES

Payment file

- **Description:** Includes all payment information for the week.
- **File Format:** Text File
- **Frequency:** Weekly
- **Special Notes:** Will require more than one file to load into multiple systems

Recall Accounts

- **Description:** Any accounts that have been recalled
- **File Type:** Text File
- **Frequency:** As needed
- **Special Notes:** This to ensure that all information relating to specific accounts that are being recalled is on this file.

REPORTS

Snapshot of Accounts

- **Description:** Cumulative information on Volume Placed, Dollars Placed, Collections, Mailings to Date, Recalls and Cancels, Skips and Mail Return, and Current Active Volume
- **File Format:** MS Excel or Web based (if available)
- **Frequency:** Monthly
- **Special Notes:**

Collection Report

- **Description:** Contains detailed information by each account by month
- **File Format:** MS Excel or Web based (if available)
- **Frequency:** Monthly
- **Special Notes:** The purpose of this report is for DOR to know what the total dollar amount is collected per month by department. It also tells us the number of accounts in collection and the number accounts that submitted payments.

Payment Report

- **Description:** Contains detailed information of the invoices by month by account type.
- **File Format:** MS Excel

- **Frequency:** Weekly
- **Special Notes:** This report tells us what is wired, number of accounts issued that month and will be payment amount will be remitted to collection agency

Audit Report

- **Description:** Payment information showing each individual accounts percentage. This report also shows detail information of what the account holder is paying for.
- **File Type:** MS Excel
- **Frequency:** Monthly
- **Special Notes:** This information is used to verify the accounts.

SYSTEMS

- Passport (Mainframe)
- iNovah (Cashiering System)
- Dacra (SQL)
- MS Excel
- JD Edwards
- ARS (SQL)

INVOICES

Invoice Summary

Description: Contain the amount wired with wire date broken down by department. Also show the amount that the Collection Agency is asking DOR to remit to them for payment.

- **File Type:** MS Word
- **Frequency:** Monthly
- **Special Notes:** Invoice must be submitted on company letterhead. Invoice will not be submitted for payment until wire date is submitted and all information has been verified and approved by DOR

***Please note that these requirements are also applicable for all other Referring Agencies that have not provided specific requirements.**

Information Consultant will receive from DOR/Other Referring Agencies:

FILE

New Placement File

- **Description:** New accounts for the agency
- **File Type:** Text File
- **Frequency:** TBD
- **Special Notes:** The new placement file will be given in different formats, Text file from the mainframe and MS Excel for other accounts

Reconciliation

- **Description:** Updated information of accounts
- **File Type:** Text File
- **Frequency:** Monthly
- **Special Notes:** This process is done to make sure the collection agency system is in sync with DOR systems

CATEGORY II: Clerk of the Circuit Court Debt

The agency's system and all of its components and functionalities must be fully compliant with all current Clerk of the Circuit Court systems including the following:

- Integrated Cashiering and Security System (I.C.S.S.) iNovah
- Mainframe legacy systems
- Clerk of the Circuit Court Website
- Cook County Wide Area Network (W.A.N.)

Technical Environment Profile

The technical infrastructure of the Office of the Clerk of the Circuit Court of Cook County is divided into two major storage components: Mainframe and Client Server. The following are descriptions related to each component:

Mainframe Environment – The primary County Data Center is located in the Cook County building in downtown Chicago. The Office of the Clerk of the Circuit Court has approximately fifteen (15) court applications that run on a shared IBM mainframe.

- Mainframe – IBM Model 2084-301
- Mainframe Operating System – IBM ZOS
- Enterprise Storage – IBM Mdl# 2105-F20 DASD storage with 1.6 Terabytes of storage capacity; IBM Mdl# 2108 (on order) with 3.6 Terabytes of storage capacity; and IBM Mdl# 3950 Tape Units.
- Mainframe Printer(s) – Xerox DocuPrint 2000 Series 180 MICR; IBM Model 6262; IBM Model 1145; and IBM Model 6400.
- Mainframe Database(s) - DB2 (future development); and VSAM (majority of existing files).

Client Server Environment – The Office of the Clerk of the Circuit Court utilizes Cook County's Wide Area Network which uses a TCP/IP protocol and acts as a common transport for all county wide enterprise traffic. The Cook County Bureau of Technology maintains the Wide Area Network.

- email System – Novell GroupWise
- Server Platform(s) – Microsoft Windows 2000 & 2003; HP Blade Servers
- Server Applications – Microsoft Office, Microsoft SQL – 7.0; Novell NetWare 6.0; GroupWise 7.0; Integrated Cashiering & Security System;

- PC Environment – Over 600 Distributed PC's [248MB – 1Gig (Ram); 2.5– 4.0 Gigahertz (processor); and 40 Gig-100 Gig (hard drive)]; Microsoft Windows 2000 & XP (operating system); Microsoft Internet Explorer (internet browser) ; Microsoft Office (major office application); Passport 3270 Emulation (mainframe terminal emulation); and GLINK terminal emulation.
- NeoWare Thin Clients – Over 2000 Distributed NeoWare Thin Clients / Neolinux and XP Embedded Operating Systems.

Internet / Intranet Applications (including website) – HTML; Java; Visual Basic; .Net; XML and SQL.

Technical Requirements

The following requirements represent minimum requirements Consultant must provide when performing Services under this Contract:

1) Integration with Existing Wide Area Network (WAN)

The entire Proposed System shall integrate fully with the County's existing wide area network (WAN) as appropriate. All servers and/or storage networks proposed within the system solution should also be configured to reside on the County's WAN. The Cook County WAN is a fully digital network capable of compressing voice traffic and carrying that traffic over combined voice and data T1 and T3 facilities. The T1 and T3 circuits are provisioned for clear channel capability utilizing B8ZS extended super frame signaling.

The WAN utilizes the International Standards Organizations (ISO) Open Systems Interconnection (OSI) reference model to support open systems interconnectivity. In addition, the WAN utilizes 802 standards that conform to the OSI Model at the Data Link and Physical Layers. These standards include specifications for Ethernet, which is the only Local Area Network that will be supported by the WAN.

TCP/IP is the network protocol that will be used for both Intranet and Internet transport of WAN information. The WAN transports frame relay and circuit switched traffic.

2) Hardware & Software

All hardware shall comply with the current industry standard specifications at time of system implementation. Hardware must integrate with current technology deployed within Clerk of the Circuit Court. The Agency shall procure hardware "just in time" during system implementation and subject to specification approval by the Clerk of the Circuit Court Project Manager. The proposed operating system shall meet the current industry standards that are supported in technology today and anticipate a life of at least 5 years of standardization. The Agency must also provide a detailed list of all equipment and its costs including, but not limited to, any hardware and the number of personnel or environment required to operate any and all functions of the proposed system. The Agency shall also include throughput estimates for the various pieces of

equipment recommended. Clerk of the Circuit Court retains all rights to review and authorize or reject any system hardware.

Integration with the existing environment is critical. Describe the degree and effort involved in integrating the proposed equipment within the Court's current environment.

The hardware should be compatible with user PC desktop and provide a solution for backup and recovery (if necessary). Lastly, the equipment should support encryption and other industry-supported standards.

3) Network Devices and Wiring

The Consultant shall identify all components of networking equipment that shall be necessary in order to operate the Proposed System; such components shall not include data wiring, bridges, hubs, routers, switches or other wiring closet devices and hardware or any networking materials or equipment that reside within the wall plates of the wiring network. The Agency shall be responsible for the supply and installation of all networking and communication devices that reside outside the wall plates of the wiring network. This may include modems and other communication devices necessary to complete the system.

4) Design Document

The Agency shall deliver a complete design document of the Proposed System solution to include but not limited to:

- All proposed system hardware, software and peripherals.
- Database design and description of data flow and data structures.
- Network service and technical support.
- End-to-end process flow diagram.
- Prototype screen shots.
- Test plan for system acceptance.

Once the Agency is selected, the Agency shall work with Clerk of the Circuit Court personnel to produce a final detailed design document. During this work phase the Agency shall complete a process analysis to determine the method of implementation best suited for the workflow of the Clerk of the Circuit Court.

5) Business Continuity Planning

The Agency is required to submit a business continuity plan for its Proposed System that fully describes the backup and recovery procedures of the system software, the database and the equipment in the event of a business disaster. Further, the Agency will provide training to the Clerk of the Circuit Court MIS Department as part of the comprehensive Disaster Recovery Plan.

6) System Response Time

All configured systems must have response time for ordinary functions of less than 2 seconds for all local transactions and 3 seconds for all remote transactions. The Clerk of the Circuit Court understands that response times will be impacted by the complexity of the function being performed, as well as the amount of data being processed by the system. Regardless of the complexity and function, the response time may not exceed 5 seconds.

7) System Support and Maintenance

- The Agency must provide preventative and remedial maintenance as is necessary to keep the Proposed System in operating order for the Clerk's Office or work with the Clerk's Office MIS Bureau to identify and retain this service.
- The Agency must define, in detail, what services will be considered maintenance versus enhancements, versus upgrades and provide the projected costs for each category.
- The Agency must also provide help desk support capabilities for at least one (1) year after Final Acceptance date.
- The Agency shall define all maintenance service levels available to Clerk's Office following Final Acceptance of the System.
- The Agency must specifically address how the system functions if the system is down or servers are disabled.
- The Agency must provide backup and restore procedures for all stored information, application and security features within the proposed solution.

- PDF format.

G. Collections System

Certain requirements are listed with which such a system must comply. Please note that the utilization of such a system is an option that may be utilized by one or more Using Agencies.

1. Integration with Existing Wide Area Network (WAN)

The entire system shall integrate fully with the County's existing wide area network (WAN) as appropriate. All servers and/or storage networks proposed within the system solution should also be configured to reside on the County's WAN. The Cook County WAN is a fully digital network capable of compressing voice traffic and carrying that traffic over combined voice and data T1 and T3 facilities. The T1 and T3 circuits are provisioned for clear channel capability utilizing B8ZS extended super frame signaling.

The WAN utilizes the International Standards Organizations (ISO) Open Systems Interconnection (OSI) reference model to support open systems interconnectivity. In addition,

the WAN utilizes 802 standards that conform to the OSI Model at the Data Link and Physical Layers. These standards include specifications for Ethernet, which is the only Local Area Network that will be supported by the WAN.

TCP/IP is the network protocol that will be used for both Intranet and Internet transport of WAN information. The WAN transports frame relay and circuit switched traffic.

2. Hardware & Software

All hardware shall comply with the current industry standard specifications at time of system implementation. Hardware must integrate with current technology deployed within a Using Agency. The Consultant shall procure hardware "just in time" during system implementation and subject to specification approval by the Using Agency's Project Manager. The proposed operating system shall meet the current industry standards that are supported in technology today and anticipate a life of at least 5 years of standardization. The Consultant must also provide a detailed list of all equipment and its costs including, but not limited to, any hardware and the number of personnel or environment required to operate any and all functions of the proposed system. The Consultant shall also include throughput estimates for the various pieces of equipment recommended. Using Agency retains all rights to review and authorize or reject any system hardware.

The hardware should be compatible with user PC desktop and provide a solution for backup and recovery (if necessary). Lastly, the equipment should support encryption and other industry-supported standards.

3. Network Devices and Wiring

The Consultant shall be responsible for the supply and installation of all networking and communication devices that reside outside the wall plates of the wiring network. This may include modems and other communication devices necessary to complete the system.

Design Document

The Consultant design document of the system is to include but not limited to:

- System hardware, software and peripherals
- Database design and description of data flow and data structures
- Network service and technical support
- End-to-end process flow diagram
- Prototype screen shots
- Test plan for system acceptance

If a Using Agency elects to utilize such a system, the final design document that is acceptable to the Using Agency shall be produced, including a process analysis to determine the method of implementation best suited for the workflow of the Using Agency.

4. Business Continuity Planning

The Agency is required to submit a business continuity plan for such a system that fully describes the backup and recovery procedures of the system software, the database and the equipment in the event of a business disaster. Further, training shall be provided to the Using Agency's MIS Department as part of the comprehensive Disaster Recovery Plan.

5. System Response Time

Such a system must have response time for ordinary functions of less than 2 seconds for all local transactions and 3 seconds for all remote transactions. The Using Agency understands that response times will be impacted by the complexity of the function being performed, as well as the amount of data being processed by the system. Regardless of the complexity and function, the response time may not exceed 5 seconds. The Consultant will measure and verify the service levels, as well as performance credits for failure to comply with service levels.

6. System Support and Maintenance

- The Consultant must provide preventative and remedial maintenance as is necessary to keep such a system in operating order for the Using Agency or work with the Using Agency's MIS Department to identify and retain this service.
- Upon request, the Consultant must define, in detail, what services will be considered maintenance versus enhancements versus upgrades and provide the projected costs for each category.
- The Consultant must provide help desk support capabilities for at least one (1) year after Final Acceptance date.
- Upon request, the Consultant shall define all maintenance service levels available to the Using Agency following Final Acceptance of the System.
- The Consultant must ensure how the system can function if the system is down or servers are disabled.
- The Consultant must provide backup and restore procedures for all stored information, application and security features within the proposed solution.
- Consultant will implement a system which will allow the County to measure and verify service levels and will provide performance credits as agreed to by the County for failure to comply with service levels.

H. Consultant Compensation. Payment to Consultant by the County shall be as set forth in Exhibit II., Schedule of Compensation, which rate of payment shall be Consultant's sole compensation from the County for the Services provided under this Contract. Consultant shall

not be entitled to any additional compensation from the County for its costs, of whatever nature or kind, of providing the services pursuant to this Contract; specifically:

1. Consultant shall receive no fee for any payments received from a bankrupt estate.
2. Where permitted by statute or ordinance, debtor shall pay all costs of collection and the Referring Agency shall not owe Consultant any fee on such an Account. The fee that Consultant shall be permitted to charge debtors shall be mutually agreed between the parties.
3. To the extent there is an Illinois law that permits a debtor to be charged costs for collection, the Consultant shall charge the debtor the maximum amount permissible by law and will remit to the appropriate County agency the difference between the amount allowed to be charged the debtor and the amount the Consultant has contractually agreed to receive as its fee.
4. The Referring Agency shall owe no fee on recalled Accounts on which no payment has been received.
5. If a debtor pays their Account directly to Referring Agency within ten (10) days of the date the Account is referred to Consultant, Consultant shall not be entitled to any fee from the County for that Account.
6. Consultant shall invoice the County monthly with each invoice showing the gross amount remitted to County for the period of time covered by the invoice and the fees Consultant is invoice for the same time period. County may require that the invoice be accompanied by other information. After County determines that the amount claimed by Consultant is correct, County shall pay the invoice.
7. In those instances in which the debtor will not be charged for the costs of collection, Consultant shall be permitted to invoice the County a percentage of the amount remitted.
8. Consultant shall not impose transaction fees for debit and credit card payments.

I. Remitting Monies To County

1. Remittance of monies received by Consultant pursuant to this Contract shall be made by wire transfer to County. Sufficient identifying information must be supplied in the ACH addenda record to enable the Using Agency to determine which department should receive credit for the funds.
2. Before the 7th day of each month, Consultant shall remit to County monies received by Consultant during the immediately preceding month along with a report of payments received.
3. **All monies received by Consultant, except for fees Consultant is permitted by County to charge the debtor) shall be remitted to County.**

4. With respect to monies received by Consultant for debts owed to the County, Contract shall not make any deductions for any reason, including but not limited to credit card charge backs.

J. Transition at Termination or Expiration

1. Termination. If this Contract is terminated as set forth herein, Consultant shall provide SAO and the Referring Agency with a complete and detailed report of all referred Accounts as of the date of notice of termination. In addition, Consultant shall cease all collection activities as of that date. Consultant shall cooperate with the County and SAO in scheduling the return of the referred Accounts to the Referring Agencies in an orderly and timely fashion. Any communications received from debtors on Accounts that had been referred to Consultant shall be forwarded to the appropriate Referring Agency. If Consultant has in place any payments plans for debtors at the time of the notice of termination, Consultant shall continue to remit such payments to and invoice County pursuant to the terms set forth herein until all such payment plans have been fulfilled.
2. Expiration. Sixty (60) days prior to the expiration of this Contract, the parties shall meet and develop a transition plan which shall include, but not be limited to, how payments and fees subsequent to the expiration are to be handled.

K. Miscellaneous Provisions

1. Non-exclusivity. County and SAO reserve the right to enter into other contracts for the debt collection services. Neither the County nor the SAO guarantee that Consultant shall receive any minimum number of referred Accounts. If more than one contract for debt collections services is entered into, referral of Accounts to a particular consultant is solely at the discretion of the Referring Agency.
2. Consultant shall provide all labor and materials including, but not limited to, office space, equipment, and software needed to provide the services pursuant to this Contract.
3. Consultant shall not use the name Cook County, County of Cook or any variation thereof nor the name, or any variation thereof, of any Referring Agency nor the seal or emblem of Cook County or any Referring Agency without the permission of the County or the Referring Agency.

EXHIBIT 2

Schedule of Compensation

Contingency Fees:

	Regular Rate Primary (not previously placed with another agency) (%)	Litigation and Secondary Placement ** (previously placed with another agency) Rate (%)	Minimum Litigation Threshold (\$)
Category I General County Debt	16 %	26%	\$100.00
Category II Clerk of the Circuit Court Debt	15.49 %	15.49%	\$100.00

**Debt referred to the State Comptroller shall not be considered Secondary Placement

EXHIBIT 3
SPECIAL REQUIREMENTS

SPECIAL CONDITIONS

Cook County Clerk of the Circuit Court

The following are special requirements applicable to the Clerk of the Circuit Court with which Consultant must comply.

The Clerk of the Circuit Court shall place with Consultant, debt which becomes 60 days or more past due. Consultant and the Clerk of the Circuit Court agree that the Clerk of the Circuit Court will provide placements as follows:

For a period of one year from execution of the Contract, the Clerk of the Circuit Court shall refer to Consultant, every other month, placements (Traffic and Non-Traffic) referred pursuant to award of this Contract. For the remainder of the contract term, the Clerk will determine referrals based on the Consultant's performance taking into consideration factors including but not limited to results, capability, and cooperation.

EXHIBIT 4

Evidence of Insurance

EXHIBIT 5

Board Authorization

EXHIBIT 6

Certification for Consulting or Auditing Services

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

This Certification is made and required pursuant to Section 34-193 (a) of the Procurement Code, and must be completed by any Contractor providing Consulting or Auditing Services for Cook County. For purposes of this Certification, "County" shall mean the offices which are administered by the President of the County Board. Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers to.

SECTION 1: CONTRACTOR'S INFORMATION

COMPANY NAME: AllianceOne Receivables Management, Inc.
ADDRESS: 4850 Street Road, Suite 300, Trevose, PA 19053
TELEPHONE: 253-620-2204
CONTACT NAME: Renee Linnabary
CONTACT EMAIL: renee.linnabary@allianceoneinc.com

SECTION 2: AFFILIATE INFORMATION

If the Contractor has any "Affiliates" please provide the names, addresses and telephone numbers of each Affiliate below. For purposes of this Certification "Affiliates" shall mean a person or "Entity" that directly or indirectly controls the Contractor, is controlled by it, or with the Contractor, is under common control of another person or entity. For purposes of this Certification, "Entity" shall mean 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.

AllianceOne Receivables Management, Inc. is a wholly owned subsidiary of Teleperformance (TPUSA, Inc.)

Teleperformance USA is headquartered at:
1991 S 4650 W, Salt Lake City, UT 84104. Phone: 801-257-5800

SECTION 3: CONTRACT INFORMATION

This Certification relates to the following Contract: 1490-13840A

- a. The Contractor is providing the following type of Services: [] Auditing or [X] Consulting
- b. The Contractor is providing the Services under the Contract for the following Cook County Business Unit or Office:
Cook County and the Office of the State's Attorney for County-wide Debt Collection Services.

EXHIBIT 7

ECONOMIC DISCLOSURE STATEMENT (EDS)

ECONOMIC DISCLOSURE STATEMENT

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

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

ECONOMIC DISCLOSURE STATEMENT

INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications ("Proposer"), and others as required by the Chief Procurement Officer. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

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

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

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

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

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

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

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

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

"Lobbyist" means any person or entity who lobbies.

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

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

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

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

ECONOMIC DISCLOSURE STATEMENT

INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

Sections 6, 7, 8, 9: Execution Forms. The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; Section 8 is the form for a Limited Liability Corporation, and Section 9 is the form for a corporation. Proper execution requires THREE ORIGINALS; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required.

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

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

ECONOMIC DISCLOSURE STATEMENT

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)

X 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. 35% 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.

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

MBE/WBE Firm: BSG Training & Consulting

Address: 2416 S. Michigan Avenue Chicago, IL 60616

E-mail: mblair@bsg-inc.cc

Contact Person: Mattie Blair, President Phone: (312) 225-8120

Dollar Amount Participation: \$ TBD

Percent Amount of Participation: 7 %

*Letter of Intent attached? Yes X No _____

*Letter of Certification attached? Yes X No _____

MBE/WBE Firm: VMC & Associates, Inc.

Address: 1701 S 1st Ave # 201 Maywood, IL 60153

E-mail: vmcgm@aol.com

Contact Person: Curtis Meeks, President Phone: 630-914-5261

Dollar Amount Participation: \$ TBD

Percent Amount of Participation: 28 %

*Letter of Intent attached? Yes X No _____

*Letter of Certification attached? Yes X 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.**



AllianceOne
a teleperformance company

Renee Linnabary
Senior Vice President
AllianceOne Receivables Management Inc.
6565 Kimball Drive Suite 200
Gig Harbor, WA 98335
Renee.linnabary@allianceoneinc.com

August 27, 2014

Mattie Blair
President
BSG Training & Consulting
2416 S Michigan Avenue
Chicago, IL 60616

Re: Letter of Intent

Dear Ms. Blair:

AllianceOne is pleased to have the opportunity to respond to RFP No. 1490-13840 for Countywide Debt Collection. We would like to subcontract with BSG Training and Consulting on the response. Upon award of the contract, both parties will negotiate in good faith to enter into a specific subcontracting agreement.

The parties will define the segregation of accounts and associated compensation upon award of the task order. The parties have a signed confidentiality agreement in place. This is not an official agreement and all details will be negotiated upon contract award.

If you are in agreement, please sign and return this letter of intent.

Sincerely,

Renee Linnabary
Senior Vice President

Agreed to by:

Mattie Blair 8/28/14

date



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

ELIZABETH ANN DODDY GORMAN
17th District

OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ

DIRECTOR

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

April 8, 2014

Ms. Mattie D. Blair
President
BSG Training & Consulting, Inc.
2416 South Michigan Avenue, Ste. 200
Chicago, IL 60616

Annual Certification Expires: April 8, 2015

Dear Ms. Blair:

Congratulations on your continued eligibility for Certification as a **MBE/WBE** by Cook County Government. This **MBE/WBE** Certification is valid until **April 8, 2019**.

As a condition of continued certification during this three (3) year period, you must file a **"No Change Affidavit"** within sixty (60) days prior to the date of annual expiration. Failure to file this Affidavit shall result in the termination of your certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for certification.

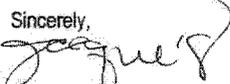
Cook County Government may commence action to remove your firm as a **MBE/WBE** vendor if you fail to notify us of any changes of facts affecting your firm's certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of status may also be commenced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

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

**TECHNOLOGY: COMPUTER TRAINING – CUSTOMIZE SOFTWARE SYSTEMS
CONSULTING: ADMINISTRATIVE AND GENERAL MANAGEMENT SERVICES;
& CALL CENTER SUPPORT**

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

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

Sincerely,

Jacqueline Gomez
Contract Compliance Director

JG/ew



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

MAR 28 2014

Mr. Curtis Meeks
Vicmine, Meeks, Chavis & Associates, Inc., dba VMC & Associates
550 E. Boughton Rd., Suite 245
Bolingbrook, IL 60440

Dear Mr. Meeks:

We are pleased to inform you that Vicmine, Meeks, Chavis & Associates, Inc., dba VMC & Associates has been recertified as a Minority Business Enterprise ("MBE") by the City of Chicago ("City"). This MBE certification is valid until 3/31/2019; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your annual No-Change Affidavit 60 days before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's annual No-Change Affidavit is due by 3/31/2016, 3/31/2016, 3/31/2017, and 3/31/2018. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on 3/31/2019. You have an affirmative duty to file for recertification 60 days prior to the date of the five year anniversary date. Therefore, you must file for recertification by 1/31/2019.

It is important to note that you also have an ongoing affirmative duty to notify the City 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, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

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:

121 NORTH LASALLE STREET, ROOM 806, CHICAGO ILLINOIS 60602

[Handwritten signature]

Vicmine, Meeks, Chavis & Associates, Inc., dba VMC & Associates

Page 2 of 2

- File your annual 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; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

Be advised that 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 the individual or entity, or the individual or entity assisted 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 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code(s):

541219 – Other Accounting Services

541440 – Collection Agencies

Your firm's participation on City contracts will be credited only toward **Minority Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority Business Enterprise (MBE) Program.

Sincerely,



Jamie L. Rhee
Chief Procurement Officer

JLR/cm



Renee Linnabary
Senior Vice President
AllianceOne Receivables Management Inc.
6565 Kimball Drive Suite 200
Gig Harbor, WA 98335
Renee.linnabary@allianceoneinc.com

August 28, 2014

Curtis Meeks
President
VMC & Associates Inc
550 East Boughton Suite 245
Bolingbrook, IL 60440

Re: Letter of Intent

Dear Mr. Meeks

AllianceOne is pleased to have the opportunity to respond to RFP No. 1490-13840 for Countywide Debt Collection. We would like to subcontract with VMC & Associates on the response. Upon award of the contract, both parties will negotiate in good faith to enter into a specific subcontracting agreement.

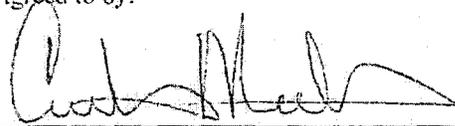
The parties will define the segregation of accounts and associated compensation upon award of the task order. The parties have a signed confidentiality agreement in place. This is not an official agreement and all details will be negotiated upon contract award.

If you are in agreement, please sign and return this letter of intent.

Sincerely,

Renee Linnabary
Senior Vice President

Agreed to by:

 8/28/2014
_____ date

Curtis Meeks

date

ECONOMIC DISCLOSURE STATEMENT

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

MWBE Firm: BSG Training & Consulting Certifying Agency: Cook County
 Address: 2415 S Michigan Avenue Certification Expiration Date: April 8, 2019
 City/State: Chicago, IL Zip: 60618 FEIN # 36-3807657
 Phone: (312) 225-8120 Fax: _____ Contact Person: Mattie Blair
 Email: mblair@bsg-inc.com Contact # TBD

Participation: _____ Direct Indirect

Will the MWBE firm be subcontracting any of the performance of this contract to another firm?

No Yes _____ If "Yes", please attach explanation. Proposed Subcontractor: _____

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

Countywide Debt Collection

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

7%

If more space is needed to fully describe MWBE 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 conditional upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they deposit all their signatures on this document until all appropriate description of Service/Supply and Fees/Costs are complete.

Mattie Blair
 Signature (MWBE)
Mattie Blair, President

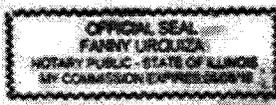
Print Name:
BSG Training & Consulting

Firm Name:

Date:

Subscribed and sworn before me
 this 21 day of September, 2014

Notary Public: *[Signature]*
 SEAL



Renee Livinsky
 Signature (The Bidder/Proposer)
Renee Livinsky, Senior Vice President

Print Name:
AllianceOne Receivables Management, Inc.

Firm Name:
9/25/14

Date:

Subscribed and sworn before me
 this 25 day of September, 2014

Notary Public: *[Signature]*
 SEAL



ECONOMIC DISCLOSURE STATEMENT

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: VMC & Associates, Inc. Certifying Agency: City of Chicago
Address: 550 E. Boughton Rd., Suite 245 Certification Expiration Date: 3/31/2019
City/State: Bolingbrook, IL Zip: 60440 FEIN #: 36-4411321
Phone: 630-914-5261 Fax: Contact Person: Curtis Meeks
Email: vmcgm@aol.com Contract #: TBD

Participation: X Direct Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?
No X Yes If Yes, please attach explanation. Proposed Subcontractor:

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

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:
28%

(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.

Curtis Meeks
Signature (M/WBE)
Curtis Meeks, President

Renee Linnabary
Signature (Prime Bidder/Proposer)
Renee Linnabary, Senior Vice President

Print Name
VMC & Associates, Inc.

Print Name
AllianceOne Receivables Management, Inc.

Firm Name
9-25-14

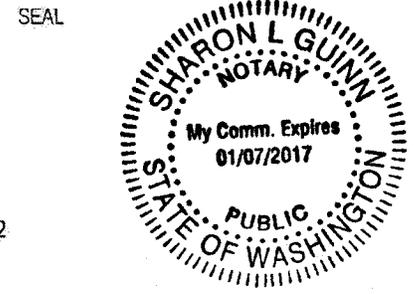
Firm Name
9/25/14

Date

Date

Subscribed and sworn before me
this 25 day of September 2014
Notary Public Sharon L Guinn

Subscribed and sworn before me
this 25 day of September 2014
Notary Public Sharon L Guinn



ECONOMIC DISCLOSURE STATEMENT

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

A. BIDDER/PROPOSER HEREBY REQUESTS:

Not applicable

_____ FULL MBE WAIVER _____ FULL WBE WAIVER

_____ REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

_____ % of Reduction for MBE Participation

_____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST:

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

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

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

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

_____ (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. (Please explain)

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

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

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

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

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

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

D. OTHER RELEVANT INFORMATION:

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

ECONOMIC DISCLOSURE STATEMENT

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 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).

ECONOMIC DISCLOSURE STATEMENT

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

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

ECONOMIC DISCLOSURE STATEMENT

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

ROGER C. MARQUARDT & CO., INC. ("RCM & CO")

600 So. Second Street, Suite 400, Springfield, Illinois 62704

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.

ECONOMIC DISCLOSURE STATEMENT

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) X The Undersigned owns no real estate in Cook County.

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

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

None

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

ECONOMIC DISCLOSURE STATEMENT

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: AllianceOne Receivables Management, Inc. (no DBA) DBA 23-2994246 EM NO.

Street Address: 4850 Street Road, Suite 300

City: Trevoze State: PA Zip Code: 19053

Phone No.: 253-620-2204

Form of Legal Entity:

- | | | | |
|---|--------------------------------------|---|--|
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Partnership | <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Trustee of Land Trust |
| <input type="checkbox"/> Business Trust | <input type="checkbox"/> Estate | <input type="checkbox"/> Association | <input type="checkbox"/> Joint Venture |
| <input type="checkbox"/> Other (describe) _____ | | | |

ECONOMIC DISCLOSURE STATEMENT

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
<u>None.</u>		

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

Name of Agent/Nominee	Name of Principal	Principal's Address
<u>Not applicable.</u>		

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
<u>Teleperformance (TPUSA, Inc.)</u>	<u>176 N 2200 W</u>	<u>100% ownership in AllianceOne - AllianceOne parent company</u>	
	<u>Salt Lake City, UT 84116</u>		

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.

Renee Linnabary
Name of Authorized Applicant/Holder Representative (please print or type) Title
[Signature]
Signature
renee.linnabary@allianceoneinc.com
E-mail address

Senior Vice President
Title
September 25, 2014
Date
253-620-2204
Phone Number

Subscribed to and sworn before me
this 25 day of Sept, 2014.
X [Signature]
Notary Public Signature

My commission expires: 01/07/2017



ECONOMIC DISCLOSURE STATEMENT

COOK COUNTY BOARD OF ETHICS
69 W. WASHINGTON STREET, SUITE 3040
CHICAGO, ILLINOIS 60602
312/603-4304
312/603-9988 FAX 312/603-1011 TT/TDD

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

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

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

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

DEFINITIONS:

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

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

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

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

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

ECONOMIC DISCLOSURE STATEMENT

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

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

Name of Owner/Employee: Renee Linnabary Title: Senior Vice President
Business Entity Name: AllianceOne Receivables Mngt, Inc Phone: 253-620-2204
Business Entity Address: 4850 Street Rd, Ste 300, Trevose, PA 19053

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

Owner/Employee Name:	Related to:	Relationship:
1. _____		
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.

Owner/Employee's Signature Date September 25, 2014

Subscribe and sworn before me this 25 day of Sept, 2014.

a Notary Public in and for _____ County

Sharon L Guinn

(Signature)

NOTARY PUBLIC

SEAL



My Commission expires 01/07/2017

Completed forms must be filed within 60 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 SOLE PROPRIETOR

(SECTION 6)

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

BUSINESS NAME: N/A

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me

My commission expires:

this ____ day of _____, 20____.

X _____

Notary Public Signature

Notary Seal

ECONOMIC DISCLOSURE STATEMENT

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

(SECTION 7)

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

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

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

*BY: _____

DATE: _____

Subscribed to and sworn before me

My commission expires:

this ____ day of _____, 20____.

X _____

Notary Public Signature

Notary Seal

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

ECONOMIC DISCLOSURE STATEMENT

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

(SECTION 7)

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

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

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

*BY: _____

DATE: _____

Subscribed to and sworn before me

My commission expires:

this ____ day of _____, 20____.

X _____

Notary Public Signature

Notary Seal

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

ECONOMIC DISCLOSURE STATEMENT

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

(SECTION 7)

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

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

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

*BY: _____

DATE: _____

Subscribed to and sworn before me

My commission expires:

this ____ day of _____, 20____.

X _____

Notary Public Signature

Notary Seal

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

ECONOMIC DISCLOSURE STATEMENT

SIGNATURE BY A LIMITED LIABILITY CORPORATION

(SECTION 8)

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

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ *CORPORATE FILE NUMBER: _____

MANAGING MEMBER: _____ MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed to and sworn before me

this ____ day of _____, 20____.

X _____

Notary Public Signature

Notary Seal

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

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

ECONOMIC DISCLOSURE STATEMENT

SIGNATURE BY A LIMITED LIABILITY CORPORATION

(SECTION 8)

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

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ *CORPORATE FILE NUMBER: _____

MANAGING MEMBER: _____ MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed to and sworn before me

this ____ day of _____, 20____.

X _____

Notary Public Signature

Notary Seal

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

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

ECONOMIC DISCLOSURE STATEMENT

SIGNATURE BY A LIMITED LIABILITY CORPORATION

(SECTION 8)

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

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ *CORPORATE FILE NUMBER: _____

MANAGING MEMBER: _____ MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed to and sworn before me

this ____ day of _____, 20____.

X _____

Notary Public Signature

Notary Seal

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

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

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: AllianceOne Receivables Management, Inc.

BUSINESS ADDRESS: 4850 Street Road, Suite 300, Trevoze, PA 19053

BUSINESS TELEPHONE: 253-620-2204 FAX NUMBER: 253-620-7359

CONTACT PERSON: Renee Linnabary

FEIN: 23-2994246 *CORPORATE FILE NUMBER: _____

PLEASE LIST THE FOLLOWING OFFICERS:

PRESIDENT: Timothy Casey VICE PRESIDENT: _____

SECRETARY: Harry Neerenberg TREASURER: Harry Neerenberg

**SIGNATURE OF PRESIDENT: Secretary

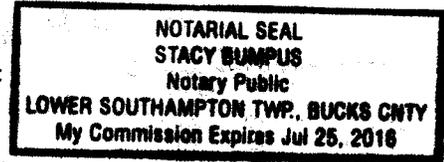
ATTEST: Harry Neerenberg (CORPORATE SECRETARY)

Subscribed to and sworn before me
this 29 day of September, 2014.

My commission expires:

X Stacy Bumpus
Notary Public Signature

Notary Seal



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

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

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "ALLIANCEONE RECEIVABLES MANAGEMENT, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE ELEVENTH DAY OF JULY, A.D. 2014.



3013119 8300

140944042

You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1529184

DATE: 07-11-14

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "ALLIANCEONE RECEIVABLES MANAGEMENT, INC." AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF INCORPORATION, FILED THE FIFTH DAY OF MARCH, A.D. 1999, AT 3:30 O'CLOCK P.M.

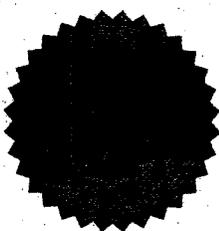
CERTIFICATE OF MERGER, CHANGING ITS NAME FROM "ECC ACQUISITION CORP." TO "ECC MANAGEMENT SERVICES, INC.", FILED THE SIXTEENTH DAY OF MARCH, A.D. 1999, AT 1 O'CLOCK P.M.

CERTIFICATE OF OWNERSHIP, FILED THE THIRTY-FIRST DAY OF JANUARY, A.D. 2001, AT 4:30 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "ECC MANAGEMENT SERVICES, INC." TO "ALLIANCEONE RECEIVABLES MANAGEMENT, INC.", FILED THE NINTH DAY OF JULY, A.D. 2001, AT 4:30 O'CLOCK P.M.

CERTIFICATE OF MERGER, FILED THE SEVENTH DAY OF DECEMBER, A.D. 2001, AT 3 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

3013119 8100H

AUTHENTICATION: 2015908

020612879

DATE: 10-02-02

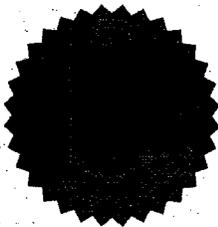
Delaware

The First State

PAGE 2

DECEMBER, A.D. 2001.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID
CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE
AFORESAID CORPORATION.



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

3013119 8100H

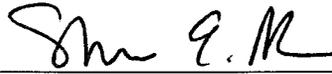
AUTHENTICATION: 2015908

020612879

DATE: 10-02-02

COOK COUNTY SIGNATURE PAGE
(SECTION 10)

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



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 13 DAY OF February, 2015.

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

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

1490-13840A

OR

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

TOTAL AMOUNT OF CONTRACT: \$ Contingency Contract-Payments based on amount collected for the County
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:



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

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

JAN 21 2015