

PROFESSIONAL SERVICES AGREEMENT

CONTRACT NO. 1590-14377

BETWEEN



COOK COUNTY GOVERNMENT

ENTERPRISE RESOURCE PLANNING (ERP)
INDEPENDENT VERIFICATION AND VALIDATION SERVICES

AND

GRANT THORNTON, LLP

(ILLINOIS TOLLWAY CONTRACT NO. 13-0203)

**APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS**

JUL 01 2015

PROFESSIONAL SERVICES AGREEMENT

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 Exhibit 3 Evidence of Insurance
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 Exhibit 6 Identification of Sub-Contractors/Supplier/Sub-Consultant Form
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AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and Grant Thornton, LLP, hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Board of Commissioners on June 10, 2015, as evidenced by Board Authorization letter attached hereto as EXHIBIT "4".

BACKGROUND

NOW, THEREFORE, the County and Consultant agree as follows:

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

Whereas, the Illinois Tollway solicited a formal Request for Proposal process for Enterprise Resource Planning (ERP) Independent Verification and Validation Services, and the Consultant was identified as the qualified and best value provider for the services; and

Whereas, the Illinois Tollway entered into a contract on July 2, 2014 for the provision of services by the Consultant for the County relative to Enterprise Resource Planning (ERP) Independent Verification and Validation Services; and

Whereas, the County wishes to leverage the procurement efforts of the Illinois Tollway; and

Whereas, this contract made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, herein after the "County" and Grant Thornton, LLP, herein after the "Consultant"; and

Whereas, the County, through the Enterprise Resource Planning (ERP), desires certain similar services of the Consultant; and

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

Whereas, the Consultant agrees to provide to the County Enterprise Resource Planning (ERP) Independent Verification and Validation Services, incorporated as Exhibit 1, Scope of Services and Price Proposal; and

Whereas, the Consultant warrants that it is ready, willing and able to deliver these services set forth in Exhibit 1, Scope of Services and Price Proposal, all on pricing and payment terms equivalent to or more favorable to the County than those contained in the Illinois Tollway Contract No. 13-0203 as set forth in Exhibit 1, Scope of Services and Price Proposal, and incorporated herein by reference.

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

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

ARTICLE 2) DEFINITIONS

a) Definitions

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

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

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

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

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

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

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

b) Interpretation

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

c) Incorporation of Exhibits

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

Exhibit 1	Scope of Services and Price Proposal
Exhibit 2	State of Illinois Contract No. 13-0203
Exhibit 3	Evidence of Insurance
Exhibit 4	Board Authorization
Exhibit 5	Certification for Consulting or Auditing Services
Exhibit 6	Identification of Sub-Contractors/Supplier/Sub-Consultant Form
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 Subconsultants or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

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

d) Personnel

i) Adequate Staffing

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

ii) Key Personnel

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

iii) **Salaries and Wages**

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

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

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

f) **Insurance**

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.

Subconsultants 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.

Subconsultants performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.i(4).

(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, Cook County, 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 the effective date of the Agreement. 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.
- (2) 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.
- (3) 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.
- (4) 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.
- (5) Consultant must require all Subconsultants to provide the insurance required in this Agreement, or Consultant may provide the coverages for Subconsultants. All Subconsultants are subject to the same insurance requirements as Consultant unless otherwise specified in this Agreement.

If Consultant or Subconsultant desires additional coverages, the party desiring the additional coverages is responsible for its acquisition and cost.

- (6) The County's Risk Management Office maintains the rights 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, Consultants, subconsultants, licensees or invitees of the Consultant. The Consultant expressly understands and agrees that any Performance Bond or insurance protection required of the Consultant, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

With respect to the services and contract generally, the County agrees that the liability of Vendor and its present, future and former partners, principals and employees for any claim, including but not limited to Vendor negligence, shall not exceed five (5) times the total upper limit of compensation values of this contract fees. This paragraph shall apply to any type of claim asserted, including contract, statute, tort or strict liability, whether by the County, Vendor or others. In addition, the County agrees that Vendor and its present, future and former partners, principals and employees shall not under any circumstances be liable for any special consequential, incidental or exemplary damages or loss (nor any lost profits, taxes, interest, tax penalties, savings or business opportunity).

h) Confidentiality and Ownership of Documents

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

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

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, as permitted by Illinois law, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Consultant's services constitutes 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 Subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such Subcontractor involving transactions relating to the subcontract, or to such Subcontractor compliance with any term, condition or provision thereunder or under the Contract.

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

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Consultant shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives.

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

k) Subcontracting or Assignment of Contract or Contract Funds

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Consultant from its obligations or change the terms of the Contract. The Consultant shall not transfer or assign any Contract funds or any

interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Consultant shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Consultant shall identify in writing to the Chief Procurement Officer the names of any and all Subcontractors it intends to use in the performance of the Contract by completing the Identification of Subcontractor/Supplier/Subconsultant Form ("ISF"). The Chief Procurement Officer shall have the right to disapprove any Subcontractor. All Subcontractors shall be subject to the terms of this Contract. Consultant shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Consultant must disclose the name and business address of each Subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Consultant has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself.

"Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Consultant is uncertain whether a disclosure is required under this Section, the Consultant must either ask the County, whether disclosure is required or make the disclosure.

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

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

ARTICLE 5) COMPENSATION**a) Basis of Payment**

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

b) Method of Payment

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

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

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

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

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 July 1, 2015 ("**Effective Date**") and continue until February 28, 2018 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 nor Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

c) Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to renew this Agreement for additional one-year periods 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.

exercising legal or contractual rights.

c) Funding

The source of funds for payments under this Agreement is identified in Exhibit 2, Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 2 without a written amendment in accordance with Section 10.c.

d) Non-Appropriation

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

e) Taxes

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07.

f) Price Reduction

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

g) Consultant Credits

To the extent the Consultant gives credits toward future purchases of goods or services,

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

ARTICLE 6) DISPUTES

Any dispute arising under the Contract between the County and Consultant shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce her decision to writing and mail or otherwise furnish a copy thereof to the Consultant. 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) COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE WITH ALL LAWS

The Consultant, Subcontractor, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

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

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

ARTICLE 8) SPECIAL CONDITIONS**a) Warranties and Representations**

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

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

b) Ethics

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

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

c) Joint and Several Liability

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

d) 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 proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, Subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.
- v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.
- vi) Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Consultant must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

f) Non-Liability of Public Officials

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

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

a) Events of Default Defined

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the County.
- ii) Consultant's material failure to perform any of its obligations under this Agreement including the following:
 - (a) Failure due to a reason or circumstances within Consultant's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;
 - (b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
 - (d) Discontinuance of the Services for reasons within Consultant's reasonable control; and
 - (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- iii) Any change in ownership or control of Consultant without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.
- iv) Consultant's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Consultant acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.
- v) Failure to comply with Article 7 in the performance of the Agreement.
- vi) Consultant's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

b) Remedies

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

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

- i) The right to take over and complete the Services, or any part of them, 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 Subcontractor's claims against Consultant or the County to the extent inconsistent with this provision.

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

d) Suspension

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

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

e) Right to Offset

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

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

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

f) Delays

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

g) Prepaid Fees

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

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) General

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

ii) No Collateral Agreements

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

- (a) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;
- (b) the nature of the Services to be performed;
- (c) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement;
- (d) the general conditions which may in any way affect this Agreement or its performance;
- (e) the compensation provisions of this Agreement; or

d) Governing Law and Jurisdiction

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

e) Severability

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

f) Assigns

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

g) Cooperation

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

h) Waiver

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

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

i) Independent Consultant

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

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

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

j) Governmental Joint Purchasing Agreement

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

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

k) Comparable Government Procurement

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

l) Force Majeure

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

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:

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

If to Consultant:

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

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.

EXHIBIT 1

Scope of Services and Pricing Proposal

Cook County
ERP Implementation
Independent Verification & Validation (IV&V)

Statement of Work and Pricing

January 12, 2015



Grant Thornton

An instinct for growth™

1. Statement of Understanding

Cook County is in the process of implementing the Oracle EBS Suite to support operations throughout the County. This is a very large project with significant risk. To manage their risk and help achieve the highest degree of success possible, the County is engaging an Independent Verification and Validation (IV&V) vendor to provide oversight of the deliverables as defined in the solicitation for the ERP system integration and managed services provider

The IV&V provider has been requested to verify receipt of those deliverables in conformance with 1012-2012 IEEE Standard for System and Software Verification and Validation standards, prior to conducting Quality Gate Reviews (QGR) with Cook County Government project stakeholders, to establish user acceptance.

To efficiently manage QGR, the IV&V provider is expected to provide:

- Quality Gate Review Manual
- Deliverables Review Procedures Manual
- Planned-to-Actual reporting, tracking
 - Milestone deliverables,
 - Resource utilization,
 - Product quality control,
 - Earned-value payments, and
 - Risk and issue management
- Training on all items above:

2. Approach and Deliverables

The Grant Thornton activities and deliverables are separated by SDLC project phase including implementation oversight, and implementation oversight of the managed services environment.

2.1. Initiation and Start-up

The initiation and start-up activities of the Grant Thornton team will support the project through implementation preparation, implementation and managed services.

Grant Thornton will provide the following support to the County. We understand that the County has engaged GFOA to provide procurement support and have identified the services which will provide direct value without duplicating their effort.

2.1.1 Project Management Plan and Schedule Development. Grant Thornton will work with the county project team to develop the detailed IV&V project management plan and work plan including timing for deliverable completion, and detailed procedures for how the IV&V and County Teams will interact.

Deliverable: The IV&V Project Management Plan will be delivered as a document, developed in Microsoft Word and submitted as a PDF file.

2.1.2 Quality Gate Review (QGR) Process Manual and Deliverable Expectations. Grant Thornton will develop a comprehensive manual outlining the expected review processes and responsibilities between IV&V, the County team, and the Systems Integrator. This manual will outline review timelines, the process for documenting and addressing feedback, and the process for addressing any disputes between the SI and the

varying timing and detail, based upon the schedule and project management plan agreed to during project initiation.

2.2.1 Initiation, Concept Development, and Project Planning Quality Phase Gate Review. Grant Thornton will conduct a detailed review of project deliverables and work products for these project phases including the deliverables listed below.

Initiation

- Project Charter
 - Governance Structure
 - Business Outcomes
- Baseline Resource-Loaded Project Schedule
- Stakeholder Register
- RACI-VS Matrix
- Project Management Activities / Monthly Status Report
- Software and Hardware Installation and Technical Environments Maintenance / Configuration Management (up to system acceptance)
- Quality Gate Check
- Security Controls – Initiation Phase

Concept Development

- Project Kickoff
- Quality Gate Check
- Security Controls – Concept Development Phase

Project Planning

- Organizational Change Management Plan
- Core Project Team Training Plan
- Data Center or Private or Public Cloud Environment Infrastructure Design and Implementation Plan
- Project Management Activities / Monthly Status Report
- Change Management Activities Monthly Status Report
- Quality Gate Check
- Security Controls – Project Planning Phase

Deliverable: Review and feedback of project deliverables and work products will be provided to the County in the form of a Review Matrix. The Review Matrix will include the following attributes:

- Page Reference
- Comment Description
- Comment Owner
- Project Team Response

2.2.2 Requirements Analysis Phase Gate Review. Grant Thornton will facilitate a detailed review of project deliverables and work products created during this phase following the approach documented in the Quality Phase Gate Review Document, including the following deliverables:

- Business Process Improvement (BPI) Recommendations
- Reports, Interfaces, Data, and Security (RIDS) Analysis
- Updated Business Requirements and Traceability Matrix\
- Core Project Team Training
- Quality Gate Check
- Security Controls – Requirements Analysis Phase

County. In addition, the QGR manual will contain specific guidelines regarding the presentation and acceptance of deliverables, particularly those 'high volume' deliverables such as design specifications and test scripts where we expect that each individual item will be tracked, reviewed and approved.

As part of the QGR Process Manual, the Grant Thornton team will draw on our experience and library of standard deliverables and deliverable templates to help the County create clear deliverable definitions and initial expectations documents for each of the identified project deliverables. It is envisioned that this QGR Process Manual can be provided to the SI during contract negotiations to help set clear expectations regarding the SI activity scope.

Deliverable: The WGR Process Manual will be delivered as a series of documents and templates, developed in Microsoft Office Suite.

2.1.3 Pre-Implementation Audit. Grant Thornton will work with project team members and Cook County functional stakeholders to establish a current-state performance baseline for key County functions and sub-functions. Particularly, Grant Thornton will work with the County to identify key performance indicators (KPI's) within its core functional and sub-functional areas and establish current baseline performance metrics for each.

This baseline will be instrumental in helping the County to establish the performance targets that will be met through the implementation of the County's ERP system. After the rollout of the ERP system, a Post-Implementation Audit can be performed, based upon the KPI's established within the Pre-Implementation Audit, to assess the effectiveness of the ERP project in accomplishing the County's performance targets.

Deliverable: The Pre-Implementation Audit will be delivered as a document, developed in Microsoft Word and submitted as a PDF file.

2.1.4 Project Risk Assessment Report. Grant Thornton will conduct a comprehensive assessment of the ERP Project. Based upon the principles of the Project Management Body of Knowledge (PMBOK), the assessment will review all aspects of the project structure, including:

- Project scope, outcomes and objectives
- Project management structure, governance and sponsorship
- Project management plans and processes
- Issue and Risk Management
- Schedule Management
- Change management and institutional readiness
- Stakeholder engagement and communications management
- Scope and change control management
- Budget and deliverables management

Through the assessment, Grant Thornton will identify risks, by project area, that may impact project success and effectiveness, and will provide recommendations to mitigate identified risks. Throughout the duration of the project, Grant Thornton will provide a monthly update of the Risk Assessment.

Deliverable: The Project Risk Assessment, and subsequent monthly assessment updates, will be delivered as a document, developed in Microsoft Word and submitted as a PDF file.

2.2 Implementation Support

Grant Thornton will provide the following support to the County as part of the active implementation oversight. It is anticipated that each of these deliverables will be repeated for each phase of the project, with

Deliverable: Review and feedback of project deliverables and work products will be provided to the County in the form of a Review Matrix. The Review Matrix will include the following attributes:

- Page Reference
- Comment Description
- Comment Owner
- Project Team Response

2.2.3 Design Phase Gate Review. Grant Thornton will facilitate a detailed review of project deliverables and work products created during this phase following the approach documented in the Quality Phase Gate Review Document, including the following deliverables:

- Fit-Gap Analysis and Findings
- Functional and Technical Specifications for Reports
- Functional and Technical Specifications for Interfaces and Systems Integration
- Functional and Technical Specifications for Data Conversions
- Security Controls – Design Phase
- Cost-Benefit Analysis and Customizations Approval
- Final To-Be Functional Design and Business Changes
- Functional and Technical Specifications for Workflow
- Training Assessment Findings and Recommendations
- Quality Gate Check

Deliverable: Review and feedback of project deliverables and work products will be provided to the County in the form of a Review Matrix. The Review Matrix will include the following attributes:

- Page Reference
- Comment Description
- Comment Owner
- Project Team Response

2.2.4 Development Phase Gate Review. Grant Thornton will facilitate a detailed review of project deliverables and work products created during this phase following the approach documented in the Quality Phase Gate Review Document, including the following deliverables:

- Application and Workflow Configuration and Documentation
- Queries and Reports Development and Documentation
- Interfaces and Integration Development and Documentation
- Data Conversion Implementation and Reconciliation Proof Documentation
- Security Controls- Development Phase
- Proposer Unit and Functional Testing Results Documentation
- Requirements Traceability Validation
- Validation (Testing) Phase Plan
- Training Materials Development
- Quality Gate Check

Deliverable: Review and feedback of project deliverables and work products will be provided to the County in the form of a Review Matrix. The Review Matrix will include the following attributes:

- Page Reference
- Comment Description
- Comment Owner

- Project Team Response

2.2.5 Test Phase Gate Review. Grant Thornton will facilitate a detailed review of project deliverables and work products created during this phase following the approach documented in the Quality Phase Gate Review Document, including the following deliverables:

- Deliver User Acceptance Testing Orientation and Training
- Implement UAT Testing and Formal Signoff of Functional Testing
- Implement Performance Testing and Acceptance Signoff
- IT Operations Procedures and Training
- Final Training Materials
- Quality Gate Check
- Security Controls – Test Phase

Deliverable: Review and feedback of project deliverables and work products will be provided to the County in the form of a Review Matrix. The Review Matrix will include the following attributes:

- Page Reference
- Comment Description
- Comment Owner
- Project Team Response

2.2.6 Implementation Phase Gate Review. Grant Thornton will facilitate a detailed review of project deliverables and work products created during this phase following the approach documented in the Quality Phase Gate Review Document, including the following deliverables:

- Delivery of Formal End User Training
- Go Live Help Desk and Field Support Operational and Logistics Plan
- Cut Over Plan and Go-live Communications Package
- Go Live Readiness Checklist Assessment
- Production Support Plan
- Transition Plan for Production Managed Services
- Service Level Agreement (SLA) Definition and Measurement (6 Month Production Support)
- Service Level Agreement (SLA) Reporting and Payment Structure (6 Month Production Support)
- Implement Cut-Over (Go-live)
- SLA Compliance Monthly Reports – Month 1 to Month 6 (End of Base Agreement)
- Final System Acceptance
- Quality Gate Check
- Security Controls – Implementation Phase

Deliverable: Review and feedback of project deliverables and work products will be provided to the County in the form of a Review Matrix. The Review Matrix will include the following attributes:

- Page Reference
- Comment Description
- Comment Owner
- Project Team Response

2.2.6 Post-Implementation Audit. Based upon the KPI's established within the Pre-Implementation Audit, Grant Thornton will work with project team members and Cook County functional stakeholders to assess performance within the post ERP functional environment by implementation phase. This evaluation will be

instrumental in helping the County to assess the effectiveness of the ERP project in accomplishing the County's performance targets and meeting its intended business outcomes.

The following post-implementation audits will be conducted:

- **Phase 1 (Core Functions) Post-Implementation Audit**
 - Financials (General Ledger, Projects / Grants Accounting, Budget Control, Accounts Payable, Purchasing, Misc. Receivables, Budget Preparation)
 - Human Resources / Payroll (Employee Records, Payroll, Time Entry Integration)
 - Base Reporting (Standard Reports)
- **Phase 2 (Core Extension) Post-Implementation Audit**
 - Employee Self Service
 - Business Intelligence (Core)

Deliverable: The Post-Implementation Audit reports will be delivered as a document, developed in Microsoft Word and submitted as a PDF file.

2.2.7 Disposition Phase Gate Review. Grant Thornton will facilitate a detailed review of project deliverables and work products created during each phase of the implementation. With the implementation of each phase, the disposition plan will ensure the orderly transition of legacy systems. Following the approach documented in the Quality Phase Gate Review Document, including the following deliverables:

- Phase 1 (Core Functions) Disposition Plan
- Phase 2 (Core Extension) Disposition Plan

Deliverable: Review and feedback of project deliverables and work products will be provided to the County in the form of a Review Matrix. The Review Matrix will include the following attributes:

- Page Reference
- Comment Description
- Comment Owner
- Project Team Response

2.2.8 Project Close Phase Gate Review. Grant Thornton will facilitate a detailed review of project deliverables and work products created during the final phase of the implementation following the approach documented in the Quality Phase Gate Review Document, including the following deliverables:

- Project Close-Out Documentation

Deliverable: Review and feedback of project deliverables and work products will be provided to the County in the form of a Review Matrix. The Review Matrix will include the following attributes:

- Page Reference
- Comment Description
- Comment Owner
- Project Team Response

2.2.10 Regular IV&V Status Reporting. Grant Thornton will provide bi-weekly status reports to the County, which will summarize the following information:

- Grant Thornton IV&V Team accomplishments for the reporting period
- Planned team accomplishments for the upcoming period
- Grant Thornton IV&V Team utilization statistics

2.2.11 Monthly Risk Assessment Reports. Grant Thornton will conduct an ongoing comprehensive assessment of the ERP Project. Based upon the initial risk assessment conducted at the beginning of the project, the monthly risk assessment, will provide monthly updates to the initial assessment findings

Deliverable: The Monthly Risk Assessment Report will be delivered as a document, developed in Microsoft Word and submitted as a PDF file.

2.3 Managed Services Oversight Support

Grant Thornton will provide the following support and oversight to the County for each of the first two phases of the implementation, from go live and transition to managed services. The primary focus of these activities will be monitoring of support delivery related to the agreed upon service levels. It is expected that during the phase 1 support period, the project team is also performing IV&V services for phase 2.

2.3.1 Monthly Service Performance Review. Grant Thornton will review and validate the service performance metrics reported by the managed services vendor each month, providing a written summary of observations, issues, and recommendations to the County project manager.

Deliverable: The Monthly Service Performance Review will be delivered as a document, developed in Microsoft Word and submitted as a PDF file.

2.3.2 Incident Prioritization and Compliance Review. Grant Thornton will actively participate in the incident review and prioritization process. In addition, we will provide compliance review for each incident resolution which results in a change to system configuration or code to ensure that the proper specifications, documentation, testing, signoffs, and migration are performed. This review and validation will significantly reduce the risk of having a system fix implemented which 'breaks' another function within the system.

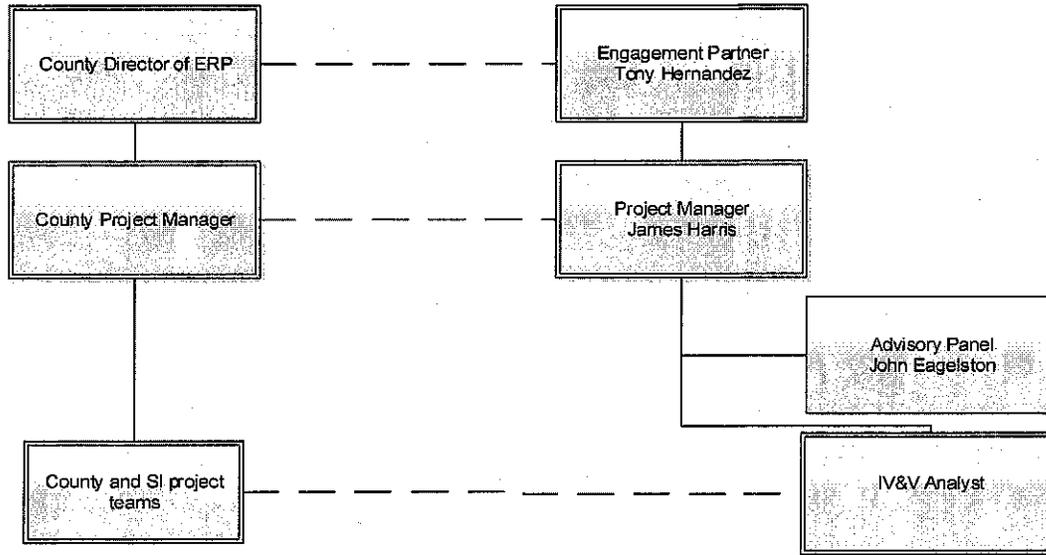
Deliverable: Review and approval of each support configuration change following the agreed upon process.

2.3.3 Service Vendor and Performance Support. Grant Thornton will provide support as needed and requested by County project management to help troubleshoot concerns and facilitate resolution of ongoing concerns with performance by the service support vendor. These could include, for example, reviews and analysis of the support call process, support resources, or other systems and documentation.

Deliverable: Service Vendor and Performance Support will be delivered in the most appropriate format to address the specific request as agreed upon with the County project manager.

3. Experienced Team

Our proposed team consists of an exceptional group of highly qualified resources who bring a series of unique qualifications in the areas of project management, system implementation, custom system development, and the oversight of technology project. The figure below presents our proposal organization chart.



Proposed Grant Thornton Organization Chart

The proposed management team members are included below. As we approach the implementation states of the project, additional resources will be pulled in based on the approved IV&V project plan, developed during the first few weeks of our engagement. Grant Thornton, alongside our M/WBE, will work with the Cook County project manager to ensure that the provided team meets the needs of the County.

<i>Key Resources</i>	<i>Project Role</i>	<i>Assignments and Responsibilities</i>
<i>Anthony Hernandez</i>	Engagement Principal	<ul style="list-style-type: none"> Overall engagement responsibility Executive ERP subject matter expertise
<i>James Harris</i>	Project Manager	<ul style="list-style-type: none"> Responsible for overall management of the project Responsible to coordinate and conduct deliverable reviews and lead the phase gate review process
<i>John Egelston</i>	Project Director	<ul style="list-style-type: none"> Provide guidance to Grant Thornton resources Provide deep ERP subject matter and methodology expertise throughout the lifecycle of the project
<i>Brian Eppig</i>	Subject Matter Expert	<ul style="list-style-type: none"> Provide ERP and IV&V subject matter expertise and guidance as necessary, particularly in creating the phase gate review process

Summary of Grant Thornton Engagement Team and Role Assignments

Tony Hernandez, Engagement Principal

Tony is the Principal within the Business Advisory Services sector of Grant Thornton responsible for transportation services. He has 24 years of experience and specializes in operations and systems Assessment, Design, Implementation, Project Management and Strategic Planning. Tony's role is to coordinate our initiatives in these services across Grant Thornton's Solutions Teams. Tony has managed technology and strategic planning projects in the public sector, transportation, pharmaceutical, higher education, financial services, healthcare, and telecommunications industries North America.

Tony's experience covers a wide breadth of organizations, from global professional services firms including IBM Global Services and Andersen to smaller niche consultancies and the United States Department of Defense. This extensive experience places Tony in the unique position to assist clients in services from point tactical business solutions to broader more strategic initiatives including enterprise systems implementations, strategic outsourcing or managed services. A demanding technical education, coupled with the focus on building leadership skills gained from an undergraduate education at the United States Merchant Marine Academy, has helped Tony to become one of the leaders in Grant Thornton's Enterprise Solutions team.

Brian Eppig, PMP, ERP and IV&V Subject Matter Expert

Brian has over 18 years of experience in project management, process design, systems analysis, systems selection, and implementation with a focus on enterprise systems. Much of his project management experience has been in the management of large, complex ERP projects in public sector agencies. Brian has helped many clients significantly improve their businesses through changes in business processes and better use of available technology, particularly focused on areas of expense and revenue management. For the past six years, Brian has focused on state and local government ERP assessment, selection, and implementation projects, including work at the State of New York, the Illinois Tollway, the Texas Department of Transportation, and the Delaware River Port Authority.

James Harris, PMP, Project Manager

James is dedicated to the business of improving government. James has over 16 years of experience in serving the public sector, both as a public administrator and as a management consultant. His expertise is in public sector ERP advisory, organizational change management, strategic and operational business planning, and financial management. His experience includes guiding organizations in successfully acquiring and implementing enterprise business systems; leading change management engagements; advising organizations in developing change management strategies; and providing strategic guidance to state and local organizations in business process improvement. Prior to joining Grant Thornton, James was the Budget and Finance Manager for the Village of Oak Park, IL, where he led efforts to replace the Village's legacy enterprise financial management system. He also led the organization in implementing a Village-wide performance management program. James was also a consulting manager with the Government Finance Officers Association (GFOA), where he created and led the organization's Change Management Support consulting practice. In addition to his field work, James has also published several articles on change management and business process improvement within public sector ERP initiatives, and has conducted numerous trainings and lectures on the cross-sections of financial management and technology.

John Egelston, CPA, Project Director

John Egelston is a director with Grant Thornton's Technology Solutions Group within the Advisory Services practice in Chicago. John has more than 20 years of experience and specializes in providing ERP implementation guidance across financials, enterprise service automation and supply chain management solutions in a broad range of industries. His expertise includes operational and financial process analysis as well as system design and implementation. John brings extensive experience to each implementation; from his

diverse background as an Internal Auditor to that of Controller. He has led and participated in numerous complex multisite, multinational implementations.

Subject Matter Experts (SMEs)

With the prior approval of the Cook County Director of ERP, Grant Thornton would engage subject matter experts (SMEs) on a part-time and as-needed basis throughout the project. These resources are not required on a full time basis, but are available at the request of the project team to provide specialized functional or technical expertise. Typical SME roles would include:

- Core Accounting (GL, AP, AR)
- Benefits
- Budget
- Capital Fixed Assets
- Human Resources
- Payroll
- Reporting
- Business Intelligence
- Public and private cloud solutions
- Managed services operations and delivery
- Organizational change management
- Testing specialists (Unit, System, Integration, Performance, UAT, etc)

4. Pricing

To provide the best IV&V support to the County, Grant Thornton will provide a project team consisting of a core oversight management team which will coordinate all of the Grant Thornton Activities and will engage specific Subject Matter Experts to address specific concerns or review specific deliverables or sections of deliverables.

Grant Thornton, LLP intends to fully meet the Cook County M/W/VBE Diversity goal of 35% of professional services fees by partnering with Amerigo, LLC a Cook County Government certified Minority-owned Business Enterprise (MBE) and Women-owned Business Enterprise (WBE).

We expect to perform our services on-site at the Cook County ERP project offices in Chicago, IL.

Grant Thornton's professional services fees are inclusive of expenses. There will be no additional invoicing for expenses.

A. Initiation and Start-up

Timing: March – (assuming the SI vendor is engaged)

After each deliverable has been accepted or deemed accepted by Cook County, the Vendor may submit its invoice for those deliverables according the deliverable schedule below

Deliverable		Description	Value
1.1	IV&V Project Management Plan and Review Checklists	Detailed plan of engagement for the IV&V team including planned activities, and interactions with both the County and SI teams including review checklist updates	35,000
1.2	IV&V Project Schedule	Planned IV&V Work plan	15,000
1.3	Quality Gate Review (QGR) Process Manual and Deliverable Expectations	Comprehensive manual outlining the expected review processes and responsibilities between IV&V, the County team, and the Systems Integrator. Will also include documentation of expectations and templates for each material project deliverable	105,000
1.4	Pre Implementation Audit	Report of current state performance baselines of identified key performance indicators expected to be influenced by the project.	45,000
1.5	Project Risk Assessment	Comprehensive risk assessment of the project including IV&V's plan for monitoring the key risk factors	45,000
1.6	Monthly Project Evaluation Reports (3)	Monthly IV&V review and status reports including observations and recommended actions	60,000 (3 at 20,000)
Initiation and Startup Subtotal			305,000

B. Phase 1 Implementation Support

Timing: (assuming 18 month implementation of phase 1)

The Grant Thornton team will execute the project management plan, reviewing deliverables as they are delivered by the SI vendor and managing the phase gate review process.

After each deliverable has been accepted or deemed accepted by Cook County, the Vendor may submit its invoice for those deliverables according to the deliverable schedule below

Deliverable		Description	Value
2.1	Monthly Risk Assessment Report	Detailed review of project issues and risks including project observations and recommendations of any corrective action.	360,000 (18 at 20,000)
2.2	Quality Phase Gates 1-3 (Initiation, Concept Development, and Planning) Deliverable Review		132,000
	2.2.1	Quality Phase Gate 1 - Initiation	60,000
	2.2.2	Project Charter	6,000
	2.2.3	Baseline Resource-Loaded Project Schedule	8,000
	2.2.4	Stakeholder Register	6,000
	2.2.5	RACI-VS Matrix	6,000
	2.2.6	Project Management Activities / Monthly Status Report	10,000
	2.2.7	Software and Hardware Install and Enviroments Mgmt	6,000
	2.2.8	Quality Gate Check	10,000
	2.2.9	Security Controls – Initiation Phase	8,000
2.2.10	Quality Phase Gate 2 - Concept Development	24,000	

	2.5.8	Validation (Testing) Phase Plan	18,000
	2.5.9	Training Materials Development	8,000
	2.5.10	Quality Gate Check	33,000
	Quality Phase Gate 7 (Test) Deliverable Review		147,000
2.6	2.6.1	Deliver User Acceptance Testing Orientation and Training	22,000
	2.6.2	Implement UAT Testing and Formal Signoff of Functional Testing	22,000
	2.6.3	Implement Performance Testing and Acceptance Signoff	22,000
	2.6.4	IT Operations Procedures and Training	17,000
	2.6.5	Final Training Materials	22,000
	2.6.6	Quality Gate Check	18,000
	2.6.7	Security Controls – Test Phase	24,000
	Quality Phase Gate 8 (Implementation) Deliverable Review		153,000
2.7	2.7.1	Delivery of Formal End User Training	8,000
	2.7.2	Go Live Help Desk and Field Support Operational and Logistics Plan	8,000
	2.7.3	Cut Over Plan and Go-live Communications Package	8,000
	2.7.4	Go Live Readiness Checklist Assessment	9,000
	2.7.5	Production Support Plan	14,000
	2.7.6	Transition Plan for Production Managed Services	14,000
	2.7.7	Service Level Agreement (SLA) Definition and Measurement (6 Month Production Support)	18,000
	2.7.8	Service Level Agreement (SLA) Reporting and Payment Structure (6 Month Production Support)	14,000
	2.7.9	Implement Cut-Over (Go-live)	9,000
	2.7.10	SLA Compliance Monthly Reports – Month 1 to Month 6 (End of Base Agreement)	9,000
	2.7.11	Final System Acceptance	16,000
	2.7.12	Quality Gate Check	16,000
	2.7.13	Security Controls – Implementation Phase	10,000
Phase 1 Implementation Subtotal			1,459,000

C. Phase 2 Implementation Support

The Grant Thornton team will execute the project management plan, reviewing deliverables as they are delivered by the SI vendor and managing the phase gate review process.

After each deliverable has been accepted or deemed accepted by Cook County, the Vendor may submit its invoice for those deliverables according the deliverable schedule below

	2.2.11	Project Kickoff	6,000
	2.2.12	Quality Gate Check	10,000
	2.2.13	Security Controls – Concept Development Phase	8,000
	2.2.14	Quality Phase Gate 3 - Project Planning	48,000
	2.2.15	Organizational Change Management Plan	6,000
	2.2.16	Core Project Team Training Plan	6,000
	2.2.17	Data Center or Private or Public Cloud Environment Infrastructure Design and Implementation Plan	6,000
	2.2.18	Project Management Activities / Monthly Status Report	6,000
	2.2.19	Change Management Activities Monthly Status Report	6,000
	2.2.20	Quality Gate Check	10,000
	2.2.21	Security Controls – Project Planning Phase	8,000
	Quality Phase Gate 4 (Requirements Analysis) Deliverable Review		189,000
2.3	2.3.1	Business Process Improvement (BPI) Recommendations	15,000
	2.3.2	Reports, Interfaces, Data, and Security (RIDS) Analysis	52,000
	2.3.3	Updated Business Requirements and Traceability Matrix\	35,000
	2.3.4	Core Project Team Training	32,000
	2.3.5	Quality Gate Check	35,000
	2.3.6	Security Controls – Requirements Analysis Phase	20,000
	Quality Phase Gate 5 (Design) Deliverable Review		273,000
2.4	2.4.1	Fit-Gap Analysis and Findings	46,000
	2.4.2	Functional and Technical Specifications for Reports	25,000
	2.4.3	Functional and Technical Specifications for Interfaces and Systems Integration	25,000
	2.4.4	Functional and Technical Specifications for Data Conversions	25,000
	2.4.5	Security Controls – Design Phase	25,000
	2.4.6	Cost-Benefit Analysis and Customizations Approval	28,000
	2.4.7	Final To-Be Functional Design and Business Changes	18,000
	2.4.8	Functional and Technical Specifications for Workflow	31,000
	2.4.9	Training Assessment Findings and Recommendations	22,000
	2.4.10	Quality Gate Check	28,000
	Quality Phase Gate 6 (Development) Deliverable Review		205,000
2.5	2.5.1	Application and Workflow Configuration and Documentation	23,000
	2.5.2	Queries and Reports Development and Documentation	18,000
	2.5.3	Interfaces and Integration Development and Documentation	23,000
	2.5.4	Data Conversion Implementation and Reconciliation Proof Documentation	23,000
	2.5.5	Security Controls- Development Phase	23,000
	2.5.6	Proposer Unit and Functional Testing Results Documentation	18,000
	2.5.7	Requirements Traceability Validation	18,000

Deliverable		Description	Value
3.1	Monthly Risk Assessment Report	Detailed review of project issues and risks including project observations and recommendations of any corrective action.	280,000 (14 at 20,000)
3.2	Quality Phase Gates 1-3 (Initiation, Concept Development, and Planning) Deliverable Review		66,000
	3.2.1	Quality Phase Gate 1 - Initiation	30,000
	3.2.2	Project Charter	3,000
	3.2.3	Baseline Resource-Loaded Project Schedule	4,000
	3.2.4	Stakeholder Register	3,000
	3.2.5	RACI-VS Matrix	3,000
	3.2.6	Project Management Activities / Monthly Status Report	5,000
	3.2.7	Software and Hardware Install and Enviroments Mgmt	3,000
	3.2.8	Quality Gate Check	5,000
	3.2.9	Security Controls – Initiation Phase	4,000
	3.2.10	Quality Phase Gate 2 - Concept Development	12,000
	3.2.11	Project Kickoff	3,000
	3.2.12	Quality Gate Check	5,000
	3.2.13	Security Controls – Concept Development Phase	4,000
	3.2.14	Quality Phase Gate 3 - Project Planning	24,000
	3.2.15	Organizational Change Management Plan	3,000
	3.2.16	Core Project Team Training Plan	3,000
	3.2.17	Data Center or Private or Public Cloud Environment Infrastructure Design and Implementation Plan	3,000
	3.2.18	Project Management Activities / Monthly Status Report	3,000
	3.2.19	Change Management Activities Monthly Status Report	3,000
	3.2.20	Quality Gate Check	5,000
3.2.21	Security Controls – Project Planning Phase	4,000	
3.3	Quality Phase Gate 4 (Requirements Analysis) Deliverable Review		59,000
	3.3.1	Business Process Improvement (BPI) Recommendations	5,000
	3.3.2	Reports, Interfaces, Data, and Security (RIDS) Analysis	16,000
	3.3.3	Updated Business Requirements and Traceability Matrix\	11,000
	3.3.4	Core Project Team Training	10,000
	3.3.5	Quality Gate Check	11,000
3.3.6	Security Controls – Requirements Analysis Phase	6,000	
3.4	Quality Phase Gate 5 (Design) Deliverable Review		139,000
	3.4.1	Fit-Gap Analysis and Findings	23,000
	3.4.2	Functional and Technical Specifications for Reports	13,000
	3.4.3	Functional and Technical Specifications for Interfaces and Systems Integration	13,000

	3.4.4	Functional and Technical Specifications for Data Conversions	13,000
	3.4.5	Security Controls – Design Phase	13,000
	3.4.6	Cost-Benefit Analysis and Customizations Approval	14,000
	3.4.7	Final To-Be Functional Design and Business Changes	9,000
	3.4.8	Functional and Technical Specifications for Workflow	16,000
	3.4.9	Training Assessment Findings and Recommendations	11,000
	3.4.10	Quality Gate Check	14,000
	Quality Phase Gate 6 (Development) Deliverable Review		100,000
3.5	3.5.1	Application and Workflow Configuration and Documentation	11,000
	3.5.2	Queries and Reports Development and Documentation	9,000
	3.5.3	Interfaces and Integration Development and Documentation	11,000
	3.5.4	Data Conversion Implementation and Reconciliation Proof Documentation	11,000
	3.5.5	Security Controls- Development Phase	11,000
	3.5.6	Proposer Unit and Functional Testing Results Documentation	9,000
	3.5.7	Requirements Traceability Validation	9,000
	3.5.8	Validation (Testing) Phase Plan	9,000
	3.5.9	Training Materials Development	4,000
	3.5.10	Quality Gate Check	16,000
	Quality Phase Gate 7 (Test) Deliverable Review		74,000
3.6	3.6.1	Deliver User Acceptance Testing Orientation and Training	11,000
	3.6.2	Implement UAT Testing and Formal Signoff of Functional Testing	11,000
	3.6.3	Implement Performance Testing and Acceptance Signoff	11,000
	3.6.4	IT Operations Procedures and Training	9,000
	3.6.5	Final Training Materials	11,000
	3.6.6	Quality Gate Check	9,000
	3.6.7	Security Controls – Test Phase	12,000
	Quality Phase Gate 8 (Implementation) Deliverable Review		78,000
3.7	3.7.1	Delivery of Formal End User Training	4,000
	3.7.2	Go Live Help Desk and Field Support Operational and Logistics Plan	4,000
	3.7.3	Cut Over Plan and Go-live Communications Package	4,000
	3.7.4	Go Live Readiness Checklist Assessment	5,000
	3.7.5	Production Support Plan	7,000
	3.7.6	Transition Plan for Production Managed Services	7,000
	3.7.7	Service Level Agreement (SLA) Definition and Measurement (6 Month Production Support)	9,000
	3.7.8	Service Level Agreement (SLA) Reporting and Payment Structure (6 Month Production Support)	7,000
	3.7.9	Implement Cut-Over (Go-live)	5,000
	3.7.10	SLA Compliance Monthly Reports – Month 1 to Month 6 (End of Base Agreement)	5,000

	3.7.11	Final System Acceptance	8,000
	3.7.12	Quality Gate Check	8,000
	3.7.13	Security Controls – Implementation Phase	5,000
Phase 1 Implementation Subtotal			796,000

D. Managed Services Oversight

The Grant Thornton team will execute the project management plan, reviewing deliverables as they are delivered by the SI vendor and managing the phase gate review process.

After each deliverable has been accepted or deemed accepted by Cook County, the Vendor may submit its invoice for those deliverables according the deliverable schedule below:

Deliverable		Description	Value
4.1	Monthly Managed Services Report Assessment	Detailed analysis of managed services support provided v. reported including adherence to SLA's, ability to meet user demand, and backlog	210,000 (14 at 25,000)
4.2	Monthly Change Control and Enhancement Request Review	Detailed review of project compliance to change control processes including approvals for bug fix migrations, minor enhancements, and technology changes.	112,000 (14 at 8,000)
Managed Services Oversight Subtotal			322,000

E. Project Closeout

Deliverable		Description	Value
5.1	Quality Phase Gate 10 (Disposition) Deliverable Review		24,000
	5.1.1	Disposition Plan Phase 1	12,000
	5.1.2	Disposition Plan Phase 2	12,000
5.2	Quality Phase Gate 11 (Project Close) Deliverable Review		24,000
	5.2.1	Project Close	24,000
Project Closeout Subtotal			48,000

GRAND TOTAL: \$2,930,000.00

STATE OF ILLINOIS

CONTRACT

Illinois Tollway

Enterprise Resource Planning (ERP) Independent Verification and Validation Services

13-0203

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract. In the event of a conflict between terms of the below referenced contract sections and documents, the terms in the section or document with the highest relative precedence shall govern. The order of precedence shall be the order of sections and documents as listed below, with the first listed document or section having the highest precedence and the last listed document or section having the lowest precedence. To the extent not expressly incorporated herein, this contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts and signature may be electronic or digital upon agreement of the Parties.

1. **DESCRIPTION OF SUPPLIES AND SERVICES**
2. **PRICING**
3. **TERM AND TERMINATION**
4. **STANDARD BUSINESS TERMS AND CONDITIONS**
5. **SUPPLEMENTAL PROVISIONS**
6. **STANDARD CERTIFICATIONS**
7. **FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST**
8. **DISCLOSURE OF BUSINESS OPERATIONS WITH IRAN**
9. **GRANT THORNTON'S RESPONSE TO RFP #13-0203/ERP INDEPENDENT VERIFICATION AND VALIDATION SERVICES, PACKETS 1, 3 (Except for LL (Exceptions)), 4, and 5.**
10. **TOLLWAY REQUEST FOR PROPOSAL # 13-0203**

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page.

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RFP No. 1590-14377

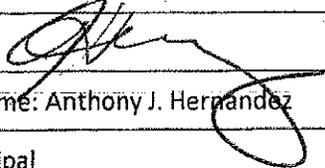
EXHIBIT 2

State of Illinois Contract No. 13-0203

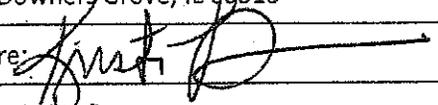
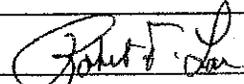
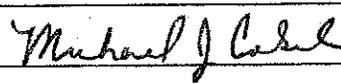
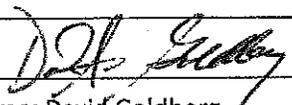
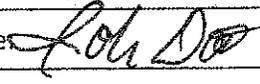
CONTRACT SIGNATURES

13-0203

VENDOR

Vendor Name: Grant Thornton, LLP	Address: 2001 Market St, Suite 700 Philadelphia, PA 19103-7080
Signature: 	Phone: (215) 701-8870
Printed Name: Anthony J. Hernandez	Fax: (215) 561-1066
Title: Principal	Email: Anthony.hernandez@us.gt.com
Date: June 20, 2014	

STATE OF ILLINOIS

Procuring Agency or University: Illinois Tollway	Phone: 630 241-6800
Street Address: 2700 Ogden Avenue	Fax: 630/505-9270
City, State ZIP: Downers Grove, IL 60515	
Official Signature: 	Date: 7/2/14
Printed Name: Kristi Lafleur	
Official's Title: Executive Director	
Legal Signature: 	Date: 7-2-2014
Legal Printed Name: Robert Lane	
Legal's Title: Senior Assistant Attorney General	
Finance Signature: 	Date: 7-2-14
Finance Printed Name: Michael J. Coisch	
Finance's Title: Chief of Finance	
Legal Signature: 	Date: 7/2/14
Legal Printed Name: David Goldberg	
Legal's Title: General Counsel	
Procurement Signature: 	Date: 7/2/14
Procurement Printed Name: John Donato	
Procurement's Title: Chief of Procurement	

AGENCY/UNIVERSITY USE ONLY

NOT PART OF CONTRACTUAL PROVISIONS

Agency or University Reference #14-81093

Project Title ERP Independent Verification and
Validation Serv.

Contract #13-0203

Procurement Method (IFB, RFP, Small, etc): RFP

IPB Ref. #22031840

IPB Publication Date:

Award Code: B

Subcontractor Utilization? Yes No

Subcontractor Disclosure? Yes No

Funding Source

Obligation #

Small Business Set-Aside? Yes No

Minority Owned Business? Yes No Percentage

Female-Owned Business? Yes No Percentage

Persons With Disabilities Owned Business? Yes No Percentage

Other Preferences?

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1. DESCRIPTION OF SUPPLIES AND SERVICES

1.1 SUPPLIES AND/OR SERVICES REQUIRED: The Illinois Tollway is seeking Independent Verification & Validation (IV&V) Services that will support the implementation of a Tier 1 Enterprise Resource Planning (ERP) Solution being undertaken by the Agency. A solid foundation for the Program, involving requirements consolidation, streamlined business processes, strategic planning, along with a flawless execution to that plan, is critical to our success over the next few years. The Tollway is wishing to establish a contract for professional IV&V services, to assist with the Definition, Implementation, Monitoring, Execution and Reporting on IV&V activities for the duration of the Program. The Tollway's IV&V efforts will be independent of the Advisory and Management Services and the vendor selected will work directly with the Tollway, as well as the vendor selected for the Advisory and Management Services RFP.

The IV&V Services require that IV&V efforts be conducted by an entity that:

- i. Is independent;
- ii. Develops a project work plan;
- iii. Reviews and makes recommendations on the management team of each project, both from the Tollway team and Implementation Vendors' teams;
- iv. Reviews and makes recommendations on the technical aspects of all sub-projects within the ERP Program;
- v. Consults with stakeholders and assesses the user involvement and buy-in regarding system functionality and the system's ability to support program business needs;
- vi. Conducts an analysis of project performance sufficient to identify and make recommendations for improvement;
- vii. Provides risk management assessment;
- viii. Collaborates with the Tollway and Advisory/Implementation Vendors to adopt metrics allowing project completion tracking.

The IV&V Vendor will perform the following major activities to ensure necessary Quality, Integrity Standards and Expectations desired of all the Program deliverables are met.

a) Review existing Program artifacts:

The vendor shall review all existing artifacts/documentation, including but not limited to, the RFIs/RFPs/Contracts and Program-level project plan. The objective of such reviews shall be to understand the scope, assumptions, issues, risks, timeline, etc. associated with those artifacts in order to define and execute IV&V Services customized to the ERP Program at the Tollway.

- b) Understand, augment and support future RFPs/Contracts;**
- c) Establish methodology, approach/strategy, tools, templates, processes and standard operating procedures specific to the IV&V Services on the Tollway ERP Program;**
- d) Perform IV&V Services;**
- e) Establish guidelines/protocols related to approach, documentation and evaluation process for all RFPs published as part of the ERP program in order to ensure quality & integrity with the processes associated with evaluation and selection of ERP Solution and Vendor(s);**
- f) Project Planning and Management.**

The Vendor shall be responsible for planning, securing (Tollway) approval of the Plan, executing and reporting on the activities.

1. The Vendor shall develop a high level Project Plan which include, but is not limited to:
 - i. Listing of general activities, dependencies and effort;
 - ii. Resources;

- iii. Schedule/Milestones;
- iv. Reporting Schedule;
- v. Communication Milestones.

This high-level Project Plan must be completed within twenty (20) days of contract execution.

2. The Vendor shall review and adapt to the Program-level Project Management Plan (PMP). Discuss any deviations with the Tollway. The PMP encompasses at a minimum:

- i. Communication Approach: The Vendor shall present an enterprise wide method to communicate the objectives, status, and goals of the project;
- ii. Documentation and Standards: The Vendor shall list applicable standards that will be maintained throughout the project, as well as describe documentation structure;
- iii. Information Repository and Accessibility: The Vendor shall identify where staff can access project documentation, archive rules, and staff accessibility;
- iv. Decision Making and Responsibilities: The Vendor shall describe the decision making process, as well as team/staff responsibilities;
- v. Scope Management;
- vi. Configuration Management;
- vii. Status Reporting: The Vendor shall develop a dashboard to measure cost, quality and schedule compliance. It must also include a report schedule: i.e. weekly status reports, monthly progress reports;
- viii. Risk Management process: Based on their expertise, the Vendor shall define processes that identify areas of risk, continually measuring the potential for compromise to schedule, budget and quality, develop risk response and management efforts;
- ix. Problem Resolution process: The vendor shall develop a process in which problems/issues shall be tracked, prioritized and resolved. The vendor shall also describe escalation processes to resolve issues when the impact of non-resolution will compromise cost, quality and schedule;
- x. Release/Roll-out Management;
- xi. Change Order Management process: The vendor shall describe how they will interface with the Tollway's Change Management process.

The review of the Project Management Plan must be completed within one (1) month of contract execution.

3. The Vendor shall develop a detailed Project Plan to encompass, but not limited to:

- i. Work Breakdown Structure/Milestones. The vendor shall develop a Work Breakdown Structure (WBS) and sequence of activities related to IV&V, to include estimations of resources necessary to accomplish the task and activity durations.
- ii. Critical Path. The vendor shall develop and maintain a detailed schedule of tasks that identifies timing, dependencies, inter-relationships, milestones, etc. that would aid in decision making and risk mitigation strategies.

The detailed Project Plan must be completed within forty five (45) days of contract.

4. The Vendor shall be responsible for supporting the Tollway in the management of the project.

- i. Executing to Plan: The vendor shall be responsible for overseeing and managing IV&V activities and milestones, such as, but not limited to, monitoring progress,

addressing problems and concerns, escalation of concerns as necessary, and mitigation of risks.

- ii. Reporting: The vendor shall periodically report status to appropriate levels of management (Executive Staff, Department Chief, SME, and Department Management). It must also include a report schedule: i.e. weekly status reports, monthly progress reports.

g) Assist with the Project Closing.

1.2 MILESTONES AND DELIVERABLES:

Program Milestones

For additional awareness and information, the high-level milestones for the entire ERP Program are listed in the following table; some are applicable to the current contract (IV&V) and others to existing or future RFPs as identified below.

	Procurement	Major milestone	Days from Contract execution date
1	Advisory Services RFP	Project Kick off (preferably Scope 1 and Scope 2).	0
2	Advisory Services RFP	Set up Program Management (PMP). Begin management activities.	+ 2 months
3	Current Contract	Audit/Independent Verification and Validation (IV&V) team on-board.	+2 or 3 months
4	Current Contract	Establish approach/strategy, tools, templates, processes and standard operating procedures for IV&V.	+ 4 months
5	Current Contract	Establish Objective criteria/approach for future RFPs to ensure unbiased ERP Solution & Vendor selection.	+ 5 months
6	Advisory Services RFP	Scope 1: RFP written for ERP Implementation services.	+6 months
7	Advisory Services RFP	Scope 1: Interim solution assessment findings complete.	+8 months
8	Advisory Services RFP/Current Contract	Scope 1: Assistance with Solution and Implementer selection complete.	+10 months
9	Advisory Services RFP	Scope 2: Begin ROI assessment/Strategic planning.	+10 months
10	Advisory Services RFP / Current Contract	Scope 2: Begin Organizational Change Management planning & execution.	+1 year
11	Implementation Services RFP	ERP Implementation team on-board	+1 year

	Procurement	Major milestone	Days from Contract execution date
12		ERP Solution phased roll-out begins	+2 years
13		ERP Solution implemented	+ 3 years

Deliverables:

At a minimum, the following Deliverables are expected from the IV&V activities:

- High-level project plan within twenty (20) days of IV&V project initiation;
- Review/Feedback on already established Project Management Plan (PMP) at the Program-level;
- Detailed Project Plan within forty-five (45) days of IV&V project initiation;
- Feedback on existing Contracts related to the Program, as applicable, towards planning and execution of IV&V activities;
- Methodology, approach/strategy, tools, templates, processes and standard operating procedures for IV&V;
- Periodic (i.e. quarterly, monthly, weekly) reporting on status, issues, risks, outstanding items, change control and others as established in the PMP;
- Periodic reporting of audit, IV&V observations on all Program related artifacts, as agreed under the scope of the PMP document;
- Guidelines/Protocols related to approach, documentation and procurement process for all RFPs published as part of the ERP program in order to ensure integrity with the processes associated with evaluation and selection of ERP Solution and Vendor(s);
- Selection criteria for ERP Solution provider selection, working in collaboration with Tollway and within the confines of the Program.

1.3 VENDOR / STAFF SPECIFICATIONS: Tollway prefers that Vendors have over ten (10) years experience in providing IV&V Services in a multi-year Program associated with Business Transformation/Tier 1 ERP Implementation encompassing the following functionalities:

General Ledger;

Budgeting;

Procurement;

Contract Management;

Accounts Payable/Receivable;

Asset Management;

Human Capital Management (Hiring, Performance Management);
Benefits;
Roadway Maintenance Management;
Time & Attendance;
Inventory Management;
Project Management;
Work Order Management;
Fleet Management;
Diversity Tracking and Management;
Business Intelligence & Reporting;
Building/Facility Management;
Payroll.

Tollway prefers that Vendors have over ten (10) years of experience performing IV&V activities in an ERP/Business Transformation Program at medium to large firms, similar to Tollway organization as described in paragraph 1.1.1, with an emphasis on Public Transportation and Tollway Sectors. The vendor shall have a thorough and comprehensive understanding of the issues related to similar Programs at Governmental agencies.

Vendor must have mature IV&V Services delivery related methodology, tools and templates that are proven and re-usable, as well as capabilities related to industry best practices. These must have been used previously on at least three (3) other similar projects of comparable scale and complexity to the Tollway's. Vendors shall provide project references where such methodology, tools & templates have been used successfully.

Staff Resources – the vendor must identify key personnel who can provide the required services (i.e. technical, functional, project management); summarize the experience and technological expertise of the staff; describe the role and responsibilities that each of these individuals will have.

A minimum of one (1) senior team member with a minimum of ten (10) years of experience directly correlated to the requirements & functionalities listed above, in a public sector environment must be assigned. Project Management Certification (i.e. PMP) is required for anyone performing project management responsibilities.

Assigned staff must be dedicated exclusively to this contract.

A major proportion of assigned staff must be local resources.

A vendor will minimally utilize subcontractor resources, other than what is contractually required.

Implementation:

The vendor must have the ability to provide a high-level Project plan and detailed Project Management Plan (PMP) within twenty (20) days of contract execution resulting from this solicitation.

b) The vendor must have the ability to provide a detailed Project plan within forty five (45) days of contract execution.

c) The vendor must have the ability to complete the following milestones:

i. Establish methodology, approach/strategy, tools, templates, processes and standard operating procedures specific to the Tollway ERP Program, within two (2) months of Contract execution resulting from this solicitation.

ii. Establish Objective criteria/approach for future RFPs to ensure unbiased ERP Solution & Vendor selection, within three (3) months of Contract execution resulting from this solicitation.

The vendor must provide a project plan to meet these targets, the Scope of Work/Statement of Work and the Milestones, to include, but not limited to, number of staff, staff expertise (i.e. senior, junior), and duration.

1.4 TRANSPORTATION AND DELIVERY: N/A

1.5 SUBCONTRACTING

Subcontractors are allowed.

For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. If subcontractors will be utilized, Vendor must identify below the names and addresses of all subcontractors it will be entering into a contractual agreement with a total value of \$50,000 or more in the performance of this Contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money to the extent the information is known that each subcontractor is expected to receive pursuant to the Contract.

1.5.1 Will subcontractors be utilized? Yes No

- Subcontractor Name: Next Generation, Inc.

Amount to be paid: \$644,320.00

Address: 400 N. Michigan Ave, Suite S500 Chicago, IL 60611

Description of work: ERP Implementation and Project Management Expertise

- Subcontractor Name: Arias Information Solutions, Inc.

Amount to be paid: \$99,648.00

Address: 3233 N. Arlington Heights Road, Suite 303A, Arlington Heights, IL 60004

Description of work: ERP Project Management Expertise

All subcontracts must include the Standard Certifications and Financial Disclosures and Conflicts of Interest completed and signed by the subcontractor.

1.5.2 If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor will be required to promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. Any subcontracts entered into prior to award of the Contract are done at the Vendor's and subcontractor's risk.

1.6 **WHERE SERVICES ARE TO BE PERFORMED:** Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

- Location where services will be performed: Illinois Tollway Central Administration building

Value of services performed at this location: \$3,321,600.00

- Location where services will be performed: Click here to enter text

Value of services performed at this location: Click here to enter text:

2 **PRICING**

2.1 FORMAT OF PRICING:

2.1.1 Vendor shall submit pricing in the format shown below, based on the terms and conditions set forth in section 1 of this Contract.

2.1.2 Pricing shall be submitted in the following format: identify Resource Type/Title (i.e. Senior Staff) number of positions for that resource type, rate per hour, and proposed project hours per Resource type (for initial contract term) in the pricing table below. The proposed price for each resource type = number of positions x proposed hourly rate x proposed project hours per resource type. The Total Price for each Scope is the summation of all resource type proposed cost.

TYPE OF PRICING: The Illinois Office of the Comptroller requires the State to indicate whether the contract pricing is firm or estimated at the time it is submitted for obligation. Pricing pursuant to this contract is estimated: \$3,321,600.00. The vendor has completed pricing by including the total hours and hourly rates for the initial term of the contract (which is four years).

Junior Staff: competent in carrying out specific tasks of solid quality and within schedule, under the direction and guidance of senior staff. Can be Technical or Functional.

Senior Staff: has extensive knowledge and experience; extremely competent in carrying out a broad range of tasks of solid quality and within schedule, with minimal or no managerial direction. Can be Technical or Functional.

Manager: has extensive task or project/program management, and managerial experience; can manage people, process and technology to meet project short term and long term objectives such as quality of deliverables, schedule and cost; can plan for contingencies and manage as appropriate. Can be Technical, Functional or Project management or Business expert.

Director: Extremely competent in strategic, organizational, systems, and program management; extensive knowledge and experience in best-in-class methodologies and templates. Can be Technical, Functional or Project management or Business expert.

Pricing Table

Resource Type/Title	Number of Positions	Proposed Hourly Rate	Proposed Project Hours per Resource Type (hours)	Proposed Cost	Proposed Expenses
Principal	As Needed	\$0	1,920	\$0	\$0
Director	As Needed	\$260.00	3,840	\$998,400.00	\$0
Manager	1	\$220.00	7,680	\$1,689,600.00	\$0
Senior Staff	1	\$165.00	3,840	\$633,600.00	\$0
			Total Price	\$3,321,600.00	

- 2.2 **EXPENSES ALLOWED:** Expenses are allowed as follows: n/a
- 2.3 **DISCOUNT:** The State may receive a [Click here to enter text](#) % discount for payment within [Click here to enter text](#) days of receipt of correct invoice. This discount will not be a factor in making the award.
- 2.4 **VENDOR'S PRICING:** Attach additional pages if necessary or if the format of pricing specified above in Section 2.1 requires additional pages.
- 2.5.1 Vendor's upper limit of compensation for the initial term: \$3,321,600.00
-
- 2.5.2 **Renewal Compensation:** If the contract is renewed, the price shall be at the same rate as for the initial term unless a different compensation or formula for determining the renewal compensation is stated in this section.
- 2.5.2.1 Agency/University Formula for Determining Renewal Compensation: no increase will be allowed for the renewal period.
- 2.5.2.2 Vendor's Price for Renewal(s): n/a

3 **TERM AND TERMINATION**

3.1 TERM OF THIS CONTRACT: This contract has an initial term of July 7, 2014 to July 6, 2018. If a start date is not identified, the term shall commence upon the last dated signature of the Parties.

3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed 10 years.

3.1.2 Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract.

3.2 RENEWAL:

3.2.1. Any renewal is subject to the same terms and conditions as the original contract unless otherwise provided in the pricing section. The State may renew this contract for any or all of the option periods specified, may exercise any of the renewal options early, and may exercise more than one option at a time based on continuing need and favorable market conditions, when in the best interest of the State. The contract may neither renew automatically nor renew solely at the Vendor's option.

3.2.2. Pricing for the renewal term(s), or the formula for determining price, is shown in the pricing section of this contract.

3.2.3. The State reserves the right to renew for a total of two (2) years in any one of the following manners:

3.2.3.1 One renewal covering the entire renewal allowance;

3.2.3.2 Individual one-year renewals up to and including the entire renewal allowance; or

3.2.3.3 Any combination of full or partial year renewals up to and including the entire renewal allowance.

3.3 TERMINATION FOR CAUSE: The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

3.4 TERMINATION FOR CONVENIENCE: The State may, for its convenience and with 30 days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.

3.4.1 The Vendor shall be entitled to compensation upon submission of invoices and proof of claim for supplies and services provided in compliance with this contract up to and including the date of termination.

3.5 AVAILABILITY OF APPROPRIATION: This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Department's funding by reserving some or all of the Department's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Department determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

4 STANDARD BUSINESS TERMS AND CONDITIONS

4.1 PAYMENT TERMS AND CONDITIONS:

- 4.1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained on Vendor's invoices shall have no force and effect.
- 4.1.2 Minority Contractor Initiative: Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of \$1,000 or more is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 4.1.3 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 4.1.4 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Department of Labor and are available on the Department's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>).
- 4.1.5 Federal Funding: This contract may be partially or totally funded with Federal funds. If federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided in the award notice.
- 4.1.6 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.

This statement must be imprinted on the invoice or an attachment attesting to the following statement:

Invoice# _____ Invoice Date _____

"The Seller, _____ (insert vendor name) hereby certifies that the goods, merchandise and wares shipped in accordance with the attached delivery invoice have met all the required standards set forth in the purchasing contract".

Authorized Representative

If the Vendor does not comply with attesting to the statute 605 ILCS 10/16.1 this will cause delay in payment.

All invoices must include original order date to ensure accurate and timely payment processing.

4.1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency/University state tax exemption number and federal tax exemption information.

4.1.6.2 Vendor shall invoice at the completion of the contract unless invoicing is tied in the contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

Send invoices to:

Agency/University:	Illinois Tollway
Attn:	Procurement
Address:	P O Box 3094
City, State Zip	Lisle, Illinois 60532-3094

4.2 **ASSIGNMENT:** This contract may not be assigned, transferred in whole or in part by Vendor without the prior written consent of the State.

4.3 **SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within 15 days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract.

4.4 **AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for five years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency/University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement.

The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records. 30 ILCS 500/20-65.

- 4.5 TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.
- 4.6 NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 4.7 FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.
- 4.8 CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
- 4.9 USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.
- 4.10 INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its

certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part directly from Vendor's, or any of its employees, representatives, subcontractors or agents', negligent performance; or (c) any grossly negligent or willful act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages.

With respect to the services and the contract generally, the State agrees that the liability of Vendor and its present, future and former partners, principals and employees for any claim, including but not limited to, Vendor negligence, shall not exceed a value of five (5) times the total upper limit of compensation value of this contract fees. This paragraph shall apply to any type of claim asserted, including contract, statute, tort, or strict liability, whether by the State, Vendor, or others. In addition, the State agrees that Vendor and its present, future and former partners, principals and employees shall not under any circumstances be liable for any special consequential, incidental, or exemplary damages or loss (nor any lost profits, taxes, interest, tax penalties, savings or business opportunity).

- 4.11 INSURANCE:** Vendor shall, at all times during the term and any renewals maintain and provide a Certificate of Insurance naming the State as additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.
- 4.12 INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.
- 4.13 SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
- 4.14 COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
- 4.15 BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractors officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background check.
- 4.16 APPLICABLE LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm.

Code 750) are incorporated by reference. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).

- 4.17 ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.
- 4.18 CONTRACTUAL AUTHORITY:** The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee signs in addition to an Agency, they do so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee, or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor for that order.
- 4.19 NOTICES:** Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.
- 4.20 MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
- 4.21 PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, suspend Vendor from doing future business with the State for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.
- 4.22 FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) (50 ILCS 140) notwithstanding any provision to the contrary that may be found in this contract.
- 4.23 SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.
- 4.24 WARRANTIES FOR SUPPLIES AND SERVICES:**

- 4.24.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.
- 4.24.2. Vendor shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.
- 4.24.3. Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who is not performing in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

4.25 REPORTING, STATUS AND MONITORING SPECIFICATIONS:

- 4.25.1. Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the contract.
- 4.25.2. By August 31 of each year, Vendor shall report to the Agency or University the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. For the purposes of this section, qualified veteran is defined in 30 ILCS 500/45-67 and ex-offender is defined in 30 ILCS 500/45-70.

4.26 EMPLOYMENT TAX CREDIT: Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

5 SUPPLEMENTAL PROVISIONS

5.1 STATE SUPPLEMENTAL PROVISIONS:

- Agency/University Definitions
- Required Federal Clauses, Certifications and Assurances
- Public Works Requirements (construction and maintenance of a public work). 820 ILCS 130/4.
- Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than \$200 per month or \$2,000 per year or printing) 30 ILCS 500/25-60.
- Agency/University Specific Terms and Conditions
- Other (describe)

5.1.1 TOLLWAY SUPPLEMENTAL PROVISIONS

- Definitions
- Required Federal Clauses, Certifications and Assurances
- ARRA Requirements (American Recovery and Reinvestment Act of 2009)
- Public Works Requirements (construction and maintenance of a public work) (820 ILCS 130/4)
- Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than \$200 per month or \$2000 per year (30 ILCS 500/25-60)
- Prevailing Wage (all printing contracts) (30 ILCS 500/25-60)
- BEP Subcontracting Requirements (Utilization Plan and Letter of Intent)
- PAYMENT OF TOLLS:** The Vendor shall be required to pay the full amount of tolls, if any, incurred by it during the duration of the contract. Said tolls will not be refunded by the Illinois Tollway. Furthermore, in the event that a final determination is made by the Illinois Tollway that the Contractor has failed to pay any required tolls and associated fines, the Illinois Tollway is authorized to take steps necessary to withhold the amounts of the unpaid tolls and fines from any payment due the contractor by the Illinois Tollway and/or other Tollway of Illinois office, department, commission, board or agency.

5.1.2 Agency Supplemental Terms and Conditions

5.1.2.1 Order of Precedence:

This contract Request for Proposal (RFP), taken together, comprises the Contract between the parties. With respect to any inconsistency or conflict among these documents the following order of precedence shall prevail:

1. This Contract;
2. The RFP;
3. Other submissions received after the initial proposal as part of the renegotiation process, if applicable and agreed upon.

5.1.2.2 Agents and Employees:

Vendor shall be responsible for the negligent acts and omissions of its agents, employees and if applicable, subcontractors in their performance of Vendor's duties under this Contract. Vendor represents that it shall utilize the services of individuals skilled in the profession for which they will be used in performing services or supplying goods hereunder. In the event that the Tollway/Buyer determines that any individual performing services or supplying goods for Vendor hereunder is not providing such skilled services or delivery of goods, it shall promptly notify the Vendor and the Vendor shall replace that individual.

5.1.2.3 Publicity:

Vendor shall not, in any advertisement or any other type of solicitation for business, state, indicate or otherwise imply that it is under contract to the Tollway/Buyer nor shall the Tollway/Buyer's name be used in any such advertisement or solicitation without prior written approval except as required by law.

5.1.2.4 Consultation:

Vendor shall keep the Tollway/Buyer fully informed as to the progress of matters covered by this Contract. Where time permits and Vendor is not otherwise prohibited from so doing, Vendor shall offer the Tollway/Buyer the opportunity to review relevant documents prior to filing with any public body or adversarial party.

5.1.2.5 Third Party Beneficiaries:

There are no third party beneficiaries to this Contract. This Contract is intended only to benefit the Tollway/Buyer and the Vendor.

5.1.2.6 Successors In Interest:

All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

5.1.2.7 Vendor's Termination Duties:

The Vendor, upon receipt of notice of termination or upon request of the Tollway/Buyer, shall:

5.1.2.7.1 Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting there from, any other matters the Tollway/Buyer may require;

5.1.2.7.2 Immediately cease using and return to the Tollway/Buyer any personal property or materials, whether tangible or intangible, provided by the Tollway/Buyer to the Vendor;

5.1.2.7.3 Comply with the Tollway/Buyer's instructions for the timely transfer of any active files and work product produced by the Vendor under this Contract;

5.1.2.7.4 Cooperate in good faith with the Tollway/Buyer, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor;

5.1.2.7.5 Immediately return to the Tollway/Buyer any payments made by the Tollway/Buyer for services that were not rendered by the Vendor.

5.1.3 Overtime:

If overtime is contemplated and provided for in this contract, all work performed by Vendor at overtime rates shall be pre-approved by the Tollway/Buyer.

5.1.4 Venue:

Any claim against the Tollway arising out of this contract must be filed exclusively with Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois for State claims and the U.S. District Court for the Northern District of Illinois for Federal claims.

5.1.4.1 Whenever "State" is used or referenced in this Contract, it shall be interpreted to mean the Illinois State Toll Highway Authority.

5.1.4.2 The State Prompt Payment Act (30 ILCS 40) does not apply to the Tollway. Therefore, the first two sentences of paragraph 4.1.1 are deleted.

5.1.4.3 The Tollway is not currently an appropriated agency. Therefore, paragraph 3.5 is deleted.

5.1.5 Report of a Change in Circumstances: The (Contractor/Vendor) agrees to report to the TOLLWAY as soon as practically possible, but no later than 21 days following any change in facts or circumstances that might impact the (CONTRACTOR/VENDOR)'s ability to satisfy its legal or contractual responsibilities and obligations under this contract. Required reports include, but are not limited to changes in the (CONTRACTOR/VENDOR)'s Certification/Disclosure Forms, the (CONTRACTOR/VENDOR)'s IDOT pre-qualification, or any certification or licensing required for this project. Additionally, (CONTRACTOR/VENDOR) agrees to report to the Tollway within the above timeframe any arrests, indictments, convictions or other matters involving the (CONTRACTOR/VENDOR), or any of its principals, that might occur while this contract is in effect. This reporting requirement does not apply to common offenses, including but not limited to minor traffic/vehicle offenses.

Further, the (CONTRACTOR/VENDOR) agrees to incorporate substantially similar reporting requirements into the terms of any and all subcontracts relating to work performed under this agreement. The (CONTRACTOR/VENDOR) agrees to forward or relay to the Tollway any reports received from subcontractors pursuant to this paragraph within 21 days.

Finally, the (CONTRACTOR/VENDOR) acknowledges and agrees that the failure of the (CONTRACTOR/VENDOR) to comply with this reporting requirement shall constitute a material breach of contract which may result in this contract being declared void.

5.1.6 Staffing: The Vendor shall submit an organizational chart clearly identifying the proposed organizational structure including a staffing plan detailing specific job classifications, number of full time employees by position and reporting relationships. The Vendor shall be solely responsible for hiring, staffing, promoting, transferring, and dismissing employees needed for this Contract. The Vendor shall be responsible for all applicable taxes, fringe benefits and training for all personnel needed for the performance of this Contract. The Vendor's Project Manager shall not be changed without prior approval of the Tollway.

The Tollway reserves the right to require that the Vendor discipline/dismiss any employee deemed detrimental to the operation of the Tollway. Finally, the Tollway reserves the right to conduct background checks of Vendor's employees for security purposes.

5.1.7 Tollway Procedures and Requirements: Vendor's employees shall comply with the rules, regulations and guidelines of the Illinois Tollway including, but not limited to those concerning time keeping and reporting, expense reimbursement, record keeping, invoicing and building security.

5.2 VENDOR SUPPLEMENTAL PROVISIONS

Vendor Supplemental Provisions:

Click here to enter text.

6 STANDARD CERTIFICATIONS

Vendor acknowledges and agrees that compliance with this subsection in its entirety for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Vendor certifies compliance with this subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.

This subsection, in its entirety, applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Certification form provided by the State.

If this contract extends over multiple fiscal years, including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

6.1 As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:

- the contract may be void by operation of law,
- the State may void the contract, and
- the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

6.2 Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.

6.3 Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.

6.4 Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies it he/she has not received (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133.

6.5 Vendor certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal. 30 ILCS 500/1-15.80, 20-43.

6.6 To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently

employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.

- 6.7 Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.
- 6.8 If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10.
- 6.9 If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false. 30 ILCS 500/50-10.5.
- 6.10 Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e), *amended by Pub. Act No. 97-0895 (August 3, 2012)*
- 6.11 Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt. 30 ILCS 500/50-11, 50-60.
- 6.12 Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act and acknowledges that failure to comply may result in the contract being declared void. 30 ILCS 500/50-12.
- 6.13 Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14.
- 6.14 Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.
- 6.15 Vendor certifies it is not in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.
- 6.16 Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38.
- 6.17 Vendor certifies that if it has hired a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration were billed to the State. 30 ILCS 500/50-38.

- 6.18** Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.
- 6.19** Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. 30 ILCS 565.
- 6.20** Drug Free Workplace
- 6.19.1. If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
- 6.19.2. If Vendor is an individual and this contract is worth more than \$5000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580.
- 6.21** Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States. Department of Commerce. 30 ILCS 582.
- 6.22** Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.
- 6.23** Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
- 6.24** Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club." 775 ILCS 25/2.
- 6.25** Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.
- 6.26** Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12. 30 ILCS 584.
- 6.27** Vendor certifies that any violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, has been mitigated. 410 ILCS 45.
- 6.28** Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
- 6.29** Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa). 30 ILCS 587.

- 6.30 Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37. Vendor will not make a political contribution that will violate these requirements.

In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:

Vendor is not required to register as a business entity with the State Board of Elections.

or

Vendor has registered with the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

- 6.31 Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States. 30 ILCS 517.

- 6.32 A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to do business in Illinois prior to submitting a bid or offer. 30 ILCS 500/20-43. If you do not meet these criteria, then your bid or offer will be disqualified.

Vendor must make one of the following four certifications by checking the appropriate box. If C or D is checked, then Vendor must attach to this form the requested documentation.

- A. Vendor certifies it is an individual acting as a sole proprietor and is therefore not subject to the requirements of section 20-43 of the Procurement Code.
- B. Vendor certifies that it is a legal entity, and was authorized to do business in Illinois as of the date for submitting this bid or offer. The State may require Vendor to provide evidence of compliance before award.
- C. Vendor certifies it is a legal entity, and is a foreign corporation performing activities that do not constitute transacting business in Illinois as defined by Illinois Business Corporations Act (805 ILCS 5/13.75). A vendor claiming exemption under the Act must include a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.
- D. Vendor certifies it is a legal entity, and is an entity otherwise recognized under Illinois law as eligible for a specific form of exemption similar to those found in the Illinois Business Corporation Act (805 ILCS 5/13.75). A vendor claiming exemption under a specific law must provide a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.

Certificate of Registration
STATE BOARD OF ELECTIONS

Registration No. 13892

Grant Thornton LLP
175 W. Jackson Blvd, 20th Floor
Chicago IL 60604

Information for this business last updated on:
Monday, November 05, 2012

Certificate produced on Monday, November 05, 2012 at 2:51 PM



**STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER**

ATTACHMENT MM

I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name:

Business Name: Grant Thornton LLP

Taxpayer Identification Number:

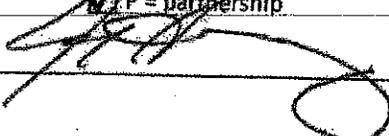
Social Security Number:

or

Employer Identification Number: 36-6055558

Legal Status (check one):

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Estate or trust |
| <input type="checkbox"/> Legal Services Corporation | <input type="checkbox"/> Pharmacy (Non-Corp.) |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="checkbox"/> Corporation providing or billing
medical and/or health care services | <input checked="" type="checkbox"/> Limited Liability Company
(select applicable tax classification) |
| <input type="checkbox"/> Corporation NOT providing or billing
medical and/or health care services | <input type="checkbox"/> D = disregarded entity |
| | <input type="checkbox"/> C = corporation |
| | <input checked="" type="checkbox"/> P = partnership |

Signature of Authorized Representative: 

Date: February 7, 2014

EXHIBIT 3

Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/05/2015

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

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

PRODUCER MARSH USA INC. 540 W. MADISON CHICAGO, IL 60661 Attn: Chicago.CertRequest@marsh.com	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Zurich American Insurance Company		16535
INSURER B: New Hampshire Insurance Company		23841
INSURER C: National Union Fire Insurance Co. of Pittsburgh, PA		19445
INSURER D: Liberty Insurance Corporation		42404
INSURER E: Federal Insurance Company		20281
INSURER F: ACE American Insurance Company		22667

INSURED
 Grant Thornton LLP
 Attn: Cindy Sepich-Kaler
 1901 South Meyers Road, Suite 455
 Oakbrook Terrace, IL 60181

COVERAGES **CERTIFICATE NUMBER:** CHI-006351423-01 **REVISION NUMBER:** 3

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: _____			GL591174302	07/31/2014	07/31/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			GL591174302	07/31/2014	07/31/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ Comp./Coll. Ded. \$ 500
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			TH7641443943014 93644011	07/31/2014 07/31/2014	07/31/2015 07/31/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC1872446 (AOS) WC1872447 (CA) WC049101901 (ME)	03/01/2015 03/01/2015 03/01/2015	03/01/2016 03/01/2016 03/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
F	"All Risk" Property *Other deductibles may apply			GPAD37410780002 as per policy terms and conditions.	07/31/2014	07/31/2015	Limit 10,000,000 Deductible 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Cook County, its officials, employees and agents is included as additional insured under the general liability policy as their interest may appear, but only to the extent such status is required under their written contract / written agreement with the named insured.

CERTIFICATE HOLDER

CANCELLATION

County of Cook Attn: Cook County Office of the Chief Procurement Officer 118 North Clark Street, Room 1018 Chicago, IL 60602	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i></p>
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EXHIBIT 4

Board Authorization

15-1353

Presented by: F. THOMAS LYNCH, Director, Enterprise Resource Planning (ERP)

PROPOSED CONTRACT

Department(s): Office of Enterprise Resource Planning

Vendor: Grant Thornton LLP, Chicago, Illinois

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

Good(s) or Service(s): Consulting

Contract Value: \$2,930,000.00

Contract period: 7/1/2015 - 2/28/2018

Potential Fiscal Year Budget Impact: FY 2015 \$305,000.00, FY 2016 \$1,460,000.00, FY 2017 \$1,020,000.00, FY 2018 \$145,000.00

Accounts: 1502909490/266

Contract Number(s): 1590-14377

Concurrences:

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

The Chief Procurement Officer concurs.

Bureau of Technology concurs.

Summary: Cook County is in the process of implementing the Oracle EBS Suite to support operations throughout the County. This is a very large project with significant risk. To manage risk and help achieve the highest degree of success possible, the County intends to engage an Independent Verification and Validation (IV&V) provider for oversight of all elements of the Oracle EBS implementation including:

- Development and execution of a comprehensive Phase Gate Review process for each of the implementation phases
- Active review of the implementation process and resulting deliverables created by the Systems Integrator (SI)
- Proactive review and predictive oversight to identify and recommend solutions to risks and issues before they become problems such as cost or schedule overruns
- Close integration with the County project team and the SI throughout the project
- Strong IV&V methodology tempered by experience with management of complex development and roll-out projects to provide a stable basis for review

This is a Comparable Government Procurement pursuant to Section 34-140 of the Cook County Procurement Code. Grant Thornton, LLP was previously awarded a contract by the Illinois Tollway through a competitive Request for Proposal (RFP) process. ERP wishes to leverage this procurement effort.

Legislative History: Board of Commissioners referred to the Finance Committee on 6/10/15

**LEGISLATION AND INTERGOVERNMENTAL RELATIONS COMMITTEE
MEETING OF JULY 1, 2015**

15-3766 PROPOSED RESOLUTION Requesting a hearing of the Legislation and Intergovernmental Relations Committee to discuss pending legislation before the Illinois General Assembly and the United States Congress

15-3912 PROPOSED APPOINTMENT Peggy Daley, Cook County Board of Ethics

15-3923 PROPOSED RESOLUTION supporting the United States Census and the Illinois Complete Count Committee and encouraging Cook County to develop its own Census outreach strategy

RULES COMMITTEE MEETING OF JULY 1, 2015

15-4197 JOURNAL OF PROCEEDINGS of the regular meeting held on 5/20/2015

FINANCE COMMITTEE MEETING OF JULY 1, 2015

COURT ORDERS

WORKERS' COMPENSATION CLAIMS

SUBROGATION RECOVERIES

SELF-INSURANCE CLAIMS

PROPOSED SETTLEMENTS

PATIENT/ARRESTEE CLAIMS

EMPLOYEES' INJURY COMPENSATION CLAIMS

15-3360 REPORT Cook County Health and Hospitals System Monthly Report

* **15-1353** PROPOSED CONTRACT Grant Thornton LLP, Chicago, Illinois

ZONING AND BUILDING COMMITTEE MEETING OF JULY 1, 2015

15-3961 RECOMMENDATION OF THE ZONING BOARD OF APPEALS Variation V 15-24

BUREAU OF FINANCE
ENTERPRISE RESOURCE PLANNING

15-1353

Presented by: F. THOMAS LYNCH, Director, Enterprise Resource Planning (ERP)

PROPOSED CONTRACT

Department(s): Office of Enterprise Resource Planning

Vendor: Grant Thornton LLP, Chicago, Illinois

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

Good(s) or Service(s): Consulting

Contract Value: \$2,930,000.00

Contract period: 7/1/2015 - 2/28/2018

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Contract Number(s): 1590-14377

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- Active review of the implementation process and resulting deliverables created by the Systems Integrator (SI)
- Proactive review and predictive oversight to identify and recommend solutions to risks and issues before they become problems such as cost or schedule overruns
- Close integration with the County project team and the SI throughout the project
- Strong IV&V methodology tempered by experience with management of complex development and roll-out projects to provide a stable basis for review

EXHIBIT 5

Certification for Consulting or Auditing Services

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

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

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

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

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

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

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

SECTION 1: CONTRACTOR'S INFORMATION

COMPANY NAME: Grant Thornton, LLP

ADDRESS: 175 W. Jackson Blvd, 20th Floor Chicago, IL 60604-2687

TELEPHONE: 215 701 8870

CONTACT NAME: Anthony J. Hernandez

CONTACT EMAIL: anthony.hernandez@us.gt.com

SECTION 2: AFFILIATE INFORMATION

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

SECTION 3: CONTRACT INFORMATION

1590-14377

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

THE CONTRACTOR ACKNOWLEDGES, UNDERSTANDS AND AGREES AS FOLLOWS:

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

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

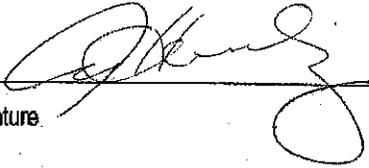
The County shall not enter into any Contract for Consulting Services on behalf of any Elected Official, nor shall it consent to a subcontract for such Consulting Services on behalf of an Elected Official with any Person, if such Person, or any Affiliate of such Person, has a Contract or subcontract to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

- b. The Contractor's Services under the Contract shall not violate Section 34-193 of the Procurement Code.
- c. The information provided herein is a material inducement to the CPO's execution of the Contract, and the CPO may rely on the information provided herein. The Contractor warrants that the information contained

CONTRACT NO: 1590-14377

herein is true and correct. If the CPO determines that any information provided herein is false, incomplete, or incorrect, the CPO may terminate the Contract.

Signature



Anthony J. Hernandez

Name (Type or Print)

Principal

Title

June 1, 2015

Date

EXHIBIT 6

Identification of Sub-Contractors/Suppliers/Sub-Consultation Form

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

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

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

Contract No.: 1590-14377	Date: 5/29/15
Total Bid or Proposal Amount: \$3,321,600	Contract Title: ERP Implementation IV&V Services
Contractor: Grant Thornton, LLP	Subcontractor/Supplier/ Subconsultant to be added or substitute: Amerigo, LLC
Authorized Contact for Contractor: Anthony Hernandez	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Heliza Pastor
Email Address (Contractor): Anthony.Hernandez@us.gt.com	Email Address (Subcontractor): h.pastore@amerigoconsulting.net
Company Address (Contractor): 175 W. Jackson Blvd. 20th Floor Chicago, IL 60604	Company Address (Subcontractor): 13304 Skyline Drive
City, State and Zip (Contractor): Chicago, IL	City, State and Zip (Subcontractor): Plain Field, IL 60585
Telephone and Fax (Contractor): (215) 701-8870	Telephone and Fax (Subcontractor): (312) 852-8222
Estimated Start and Completion Dates (Contractor): 8/1/15 - 4/1/18	Estimated Start and Completion Dates (Subcontractor): 8/1/15 - 4/1/18

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

Description of Services or Supplies	Total Price of Subcontract for Services or Supplies
Amerigo, LLC will provide IV&V Consulting Services to Grant Thornton	TBD, 35% of Contract Value

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

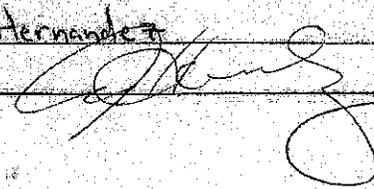
Contractor Grant Thornton
 Name Anthony Hernandez
 Title Principal
 Prime Contractor Signature  Date 6/1/2015

EXHIBIT 7

Economic Disclosure Statement (EDS)

**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

**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.

**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.

MBE/WBE UTILIZATION PLAN - FORM 1

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

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

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

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

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

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

MBE/WBE Firm: Amerigo LLC
Address: 13304 Skyline Drive, Plainfield, IL 60585
E-mail: hpastor@amerigoconsulting.net
Contact Person: Heliza Pastor Phone: 312-852-8222
Dollar Amount Participation: \$ TBD
Percent Amount of Participation: 35 %
*Letter of Intent attached? Yes X No _____
*Current Letter of Certification attached? Yes X No _____

MBE/WBE Firm: _____
Address: _____
E-mail: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation: \$ _____
Percent Amount of Participation: _____ %
*Letter of Intent attached? Yes _____ No _____
*Current Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

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

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Amerigo LLC

Certifying Agency: Cook County

Contact Person: Heliza Pastor

Certification Expiration Date: 1/21/2016

Address: 13304 Skyline Drive

Ethnicity: _____

City/State: Plainfield, IL Zip: 60585

Bid/Proposal/Contract #: 1590-14377

Phone: 312- 52-8222 Fax: _____

FEIN #: 47-2135260

Email: hpastor@amerigoconsulting.net

Participation: Direct Indirect

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

No Yes - Please attach explanation. Proposed Subcontractor(s): _____

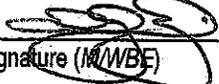
The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

Amerigo LLC will be providing IV&V consulting services to Grant Thornton LLP in support of Cook County's ERP IV&V Implementation p/Project.

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

35% of total contract vale TBD at final contract agreement with the county

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

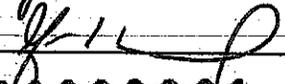
Signature (M/WBE) 

Heliza Pastor
Print Name

Amerigo LLC
Firm Name

6/8/2015
Date

Subscribed and sworn before me
this 8 day of June, 2015.

Notary Public 

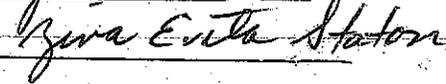
Signature (Prime Bidder/Proposer) 

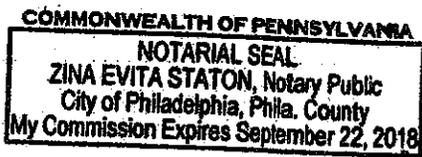
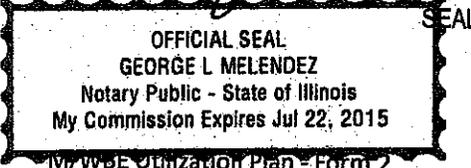
Anthony Hernandez
Print Name

Grant Thornton LLP
Firm Name

June 2, 2015
Date

Subscribed and sworn before me
this 2 day of June, 2015.

Notary Public 





COUNTY OF COOK BUREAU OF FINANCE
 OFFICE OF CONTRACT COMPLIANCE
 JACQUELINE GOMEZ, DIRECTOR

118 N Clark, Room 1020 | Chicago, Illinois 60602-1304 | Tel (312) 603-5502

TONI PRECKWINKLE

PRESIDENT
 Cook County Board
 of Commissioners

RICHARD R. BOYKIN
 1st District

ROBERT STEELE
 2nd District

JERRY BUTLER
 3rd District

STANLEY MOORE
 4th District

DEBORAH SIMS
 5th District

JOAN PATRICIA MURPHY
 6th District

JESUS G. GARCIA
 7th District

LUIS ARROYO JR.
 8th District

PETER N. SILVESTRI
 9th District

BRIDGET GAINER
 10th District

JOHN P. DALEY
 11th District

JOHN A. FRITCHEY
 12th District

LARRY SUFFREDIN
 13th District

GREGG GOSLIN
 14th District

TIMOTHY O. SCHNEIDER
 15th District

JEFFREY R. TOBOLSKI
 16th District

ELIZABETH ANN DOODY GORMAN
 17th District

January 21, 2015

Ms. Heliza Higueros-Pastor, Managing Partner
 Amerigo, LLC
 13304 Skyline Drive
 Plainfield, IL 60585

Annual Certification Expires: January 21, 2016

Dear Ms. Higueros-Pastor:

We are pleased to inform you that Amerigo, LLC has been certified as a **Minority-owned Business Enterprise (MBE)** and **Women-owned Business Enterprise (WBE)** by Cook County Government. This certification is valid until January 21, 2020; however, you must re-validate your firm's certification annually.

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

Cook County Government may commence action to remove your firm as a MBE or 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 certified firms in the following area(s) of specialty:

Consulting: Technology Management and Consulting Services

Your firm's participation on Cook 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, credit 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, Veteran, and Service-Disabled Veteran Business Enterprise Programs.

Sincerely,

Jacqueline Gomez
 Contract Compliance Director
 JG/ek

PETITION FOR WAIVER OF MBE/WBE PARTICIPATION – FORM 3

A. BIDDER/PROPOSER HEREBY REQUESTS:

FULL MBE WAIVER

FULL WBE WAIVER

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

_____ % of Reduction for MBE Participation

_____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request.

- (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. **(Attach of copy written solicitations made)**
- (2) Used the services and assistance of the Office of Contract Compliance staff. **(Please explain)**
- (3) Timely notified and used the services and assistance of community, minority and women business organizations. **(Attach of copy written solicitations made)**
- (4) Followed up on initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. **(Attach supporting documentation)**
- (5) Engaged MBEs & WBEs for direct/indirect participation. **(Please explain)**

D. OTHER RELEVANT INFORMATION

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

CERTIFICATIONS (SECTION 4)

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

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

REQUIRED DISCLOSURES (SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name	Address
_____	_____
_____	_____
_____	_____

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

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

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

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

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

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

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

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

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name Grant Thornton LLP D/B/A: _____ EIN NO.: 36-6055558

Street Address: 175 W. Jackson Blvd., 20th Floor

City: Chicago State: IL Zip Code: 60604-2687

Phone No.: 215-701-8870

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder
None. Grant Thornton LLP is an IL limited liability partnership owned by over 500 partners and principals. No one individual holds more than 1% ownership of the firm.		

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
N/A		

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

Name	Address	Percentage of Beneficial Interest	Relationship
N/A			

Declaration (check the applicable box):

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

Anthony Hernandez
Name of Authorized Applicant/Holder Representative (please print or type)

[Signature]
Signature

anthony.hernandez@us.gt.com
E-mail address

Principal
Title

Jan. 27, 2015
Date

215 701 8870
Phone Number

Subscribed to and sworn before me
this 27 day of JAN, 2015

X Zina Evita Staton
Notary Public Signature

My commission expires:
COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
ZINA EVITA STATON, Notary Public
City of Philadelphia, Phila. County
My Commission Expires September 22, 2018



COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040
CHICAGO, ILLINOIS 60602
312/603-4304

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

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

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

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

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

DEFINITIONS:

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

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

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

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

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

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

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

Name of Owner/Employee: Anthony Hernandez Title: Principal

Business Entity Name: Grant Thornton LLP Phone: 215 701 8870

Business Entity Address: 175 W. Jackson Blvd., 20th Floor, Chicago, IL 60604

 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. _____	_____	_____

**Grant Thornton LLP is an IL limited liability partnership owned by over 500 partners and principals. No one individual holds more than 1% ownership of the firm. The responses provided are reasonably restricted to the partners, principals and professionals directly involved in the proposed engagement. If more space is needed, attach an additional sheet following the above format.*

X 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.

 Jan. 27, 2015
Owner/Employee's Signature Date

Subscribe and sworn before me this 27 Day of JANUARY, 2015

a Notary Public in and for Phila. County


(Signature)

NOTARY PUBLIC SEAL

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL My Commission expires 9/22/2018
ZINA EVITA STATON, Notary Public
City of Philadelphia, Phila. County
My Commission Expires September 22, 2018

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

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

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

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

BUSINESS NAME: Grant Thornton LLP

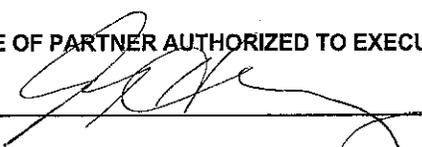
BUSINESS ADDRESS: 175 W. Jackson Blvd, 20th Floor, Chicago, IL 60604

BUSINESS TELEPHONE: 215-701-8870 FAX NUMBER: 215-561-1066

CONTACT PERSON: Anthony Hernandez FEIN/SSN: 36-6055558

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

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

*BY: 

Date: Jan. 27, 2015

Subscribed to and sworn before me this

27 day of JANUARY, 2015.

x 
Notary Public Signature

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
ZINA EVITA STATON, Notary Public
City of Philadelphia, Phila. County
My Commission Expires September 22, 2018
Notary Seal

9/22/2018

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

- (f) any other matters, whether similar to or different from those referred to in (a) through (e) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) **No Omissions**

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

b) **Counterparts**

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

c) **Contract Amendments**

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

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

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

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

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 5 DAY OF August, 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

1590-14377

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 2,930,000.00

(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

JUL 01 2015

APPROVED AS TO FORM:



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

Comptroller