

**PROFESSIONAL SERVICES AGREEMENT**

**FOR**

**ARPA FUNDED COMMUNITY ELECTRIC VEHICLE CHARGING  
INFRASTRUCTURE AND INSTALLATION SERVICES**

**Category 2: Level 2 Electric Vehicle Charging Station Installations  
Compatible with Streetlight Solutions**

BETWEEN



COOK COUNTY GOVERNMENT

AND

Voltpost, Inc.

CONTRACT NO. 2316-05021-B1

PURCHASE ORDER NO. 70000328053

**FEDERALLY FUNDED CONTRACT**

# PROFESSIONAL SERVICES AGREEMENT

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## **AGREEMENT**

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and **Voltpost, Inc.**, doing business as a(an) corporation of the State of New York, hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Board of Commissioners on **July 25, 2024**, as evidenced by Board Authorization letter attached hereto as Exhibit 9.

## **BACKGROUND**

The County of Cook issued a Request for Qualifications (RFQ) for ARPA Funded Community Electric Vehicle Charging Infrastructure and Installation Services. Submittals were evaluated in accordance with the evaluation criteria published in the RFQ. The Consultant was selected based on the proposal submitted and evaluated by the County representatives.

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

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

## **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.

**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, 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 reasonably determines that Consultant has failed to comply with the foregoing standards, it has thirty (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 thirty (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 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 fourteen (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 4. 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) 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.

**g) 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 without the prior written consent of the County's Chief Procurement Officer. 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, data, studies, reports, and written work product at all times.

Consultant may designate certain documents confidential by expressly designating and marking such documents confidential at the time of disclosure ("Consultant Confidential Information"). Consultant Confidential Information shall not include information which the County can show by objective or verifiable evidence is (i) in or becomes part of the public domain other than by disclosure by County in violation of this Agreement, (ii) demonstrably known to the County previously, (iii) independently developed by the County outside of this Agreement or (iv) rightfully obtained by the County from third parties. County shall limit use and disclosure of Consultant Confidential Information to purposes within the scope of this Agreement. County agrees to use at least the same degree of care to maintain the confidentiality of Consultant Confidential Information that it uses to protect its own confidential information. Notwithstanding anything to the contrary in this provision, Consultant acknowledges that County is subject to certain laws including Illinois Freedom of Information Act and that any County disclosures pursuant to such laws are not in violation of, or subject to, the confidentiality provisions of this Agreement.

For purposes of clarity, the Deliverables shall not include any intellectual property that was created, developed, or owned by the Consultant prior to the effective date of this Agreement, or developed independently by Consultant prior to, during, or after the term of this Agreement ("Consultant IP"). To the extent any Consultant IP is included in any Deliverable, the County of Cook shall retain no ownership in such Consultant IP. County of Cook acknowledges that Consultant is the sole and exclusive owner of all right, title, and interest in and to the Consultant IP. During the term of this Agreement, Consultant shall grant to the County of Cook, a limited, revocable only for material breach of the Contract by County, non-exclusive license of the Consultant IP, solely for the purpose of utilizing the Deliverables pursuant to the terms and conditions of this Agreement.

#### **h) 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.

**i) Examination of Records and Audits**

The Consultant agrees that the Cook County Auditor or any of its duly authorized representatives shall, upon reasonable notice to Consultant, 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.

**j) 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.

**l) Professional Social Services**

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

For purposes of this Section, a Professional Social Service Contract or Professional Social Service Agreement shall mean any contract or agreement with a social service provider, including other governmental agencies, nonprofit organizations, or for profit business enterprises engaged in the field of and providing social services, juvenile justice, mental health treatment, alternative sentencing, offender rehabilitation, recidivism reduction, foster care, substance abuse treatment, domestic violence services, community transitioning services, intervention, or such other similar services which provide mental, social or physical treatment and services to individuals. Said Professional Social Service Contracts or Professional Social Service Agreements do not include CCHHS managed care contracts that CCHHS may enter into with health care providers.

**ARTICLE 4) TERM OF PERFORMANCE**

**a) Term of Performance**

This Agreement takes effect when approved by the Cook County Board and its term shall begin on **August 1, 2024** ("Effective Date") and continue until **July 31, 2027**, with two (2) one-year renewal options, 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 **two (2) 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.

**ARTICLE 5) COMPENSATION**

**a) Basis of Payment**

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

**b) Method of Payment**

All invoices submitted by the Consultant shall be in accordance with the cost provisions 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 Contracts for services that are procured as Sole Source must also contain a provision requiring the Contractor to submit itemized records indicating the dates that services were provided, a detailed description of the work performed on each such date, and the amount of time spent performing work on each such date. All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

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

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

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

**c) Funding**

The source of funds for payments under this Agreement is identified in Exhibit 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) Consultant represents that to the best of its knowledge and upon reasonable investigation, its current clients do not present a conflict with this Agreement with the County. 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 of five percent (5%) or more 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 thirty (30) days of the effective date of termination.

**ARTICLE 10) GENERAL CONDITIONS**

**a) Entire Agreement**

**i) General**

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

**ii) No Collateral Agreements**

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

- (a) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;

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

iii) **No Omissions**

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

b) **Counterparts**

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

c) **Contract Amendments**

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

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

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

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

**d) Governing Law and Jurisdiction**

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

**e) Severability**

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

**f) Assigns**

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

**g) Cooperation**

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

**h) Waiver**

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

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

**i) Independent Consultant**

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

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

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

**j) Governmental Joint Purchasing Agreement**

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

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

**k) Comparable Government Procurement**

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

**l) Force Majeure**

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

**m) Federal Clauses**

The following provisions apply to all Contracts which are funded in whole or in part with federal funds including without limitation the following.

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

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

2. False or Fraudulent Statements and Claims

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

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

### 3. Federal Interest in Patents

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

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

### 4. Federal Interest in Data and Copyrights

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

(b) Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.

(c) Federal Rights in Data and Copyrights. In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty free, non exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.

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

## 5. Records and Audits

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

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

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

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

## 6. Environmental Requirements

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

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

(a) Environmental Protection. The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

(b) Air Quality. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation

Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act,” 40 C.F.R. Part 51, Subpart T; and “Determining Conformity of Federal Actions to State or Federal Implementation Plans,” 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

(c) Clean Water. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

(d) List of Violating Facilities. The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities (“List”), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.

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

#### 7. No Exclusionary or Discriminatory Specifications

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

#### 8. Cargo Preference Use of United States Flag Vessels

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

#### 9. Fly America

If the contract or subcontracts may involve the international transportation of goods, equipment, or personnel by air, the Contractor and subcontractors at every tier must use U.S.-flag air carriers, to the extent service by these carriers is available. 49 U.S.C. 40118 and 4 C.F.R. Part 52.

#### 10. No Federal Government Obligations to Third Parties

The Contractor agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any contractor

or any other person not a party to the Grant Agreement or Cooperative Agreement between the County and the Federal Government which is a source of funds for this Contract. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, agreement, or contract, the Federal Government continues to have no obligations or liabilities to any party, including the Contractor.

#### 11. Allowable Costs

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

#### 12. Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

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

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

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

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

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

### 13. Contract Work Hours and Safety Standards Act

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

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

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

### 14. Veteran’s Preference

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

### 15. Copyright Ownership

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

To the extent that any Deliverable does not qualify as a "work made for hire," Contractor irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the County,

its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the County under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Contractor will execute all documents and perform all acts that the County may reasonably request in order to assist the County in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the County.

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

#### 16. Accessibility Compliance

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

#### 17. Visual Rights Act Waiver

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

#### 18. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

19. Compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145)

This provision applies to all contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients.

a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Government may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

20. Compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

This provision shall apply to all contracts awarded by recipients in excess of \$100,000 that involve the employment of mechanics, laborers, and construction work.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

(3) Withholding for unpaid wages and liquidated damages—

(i) Withholding Process. The County may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, any other federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the Contractor under this contract, any other federal contract with the same prime contractor, or any other

federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

- (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (B) A contracting agency for its procurement costs;
- (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (D) A contractor's assignee(s);
- (E) A contractor's successor(s); or
- (F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(4) Subcontracts. The Contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- (i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- (ii) Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- (iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- (iv) Informing any other person about their rights under CWHSSA or this part.

Further Compliance with the Contract Work Hours and Safety Standards Act.

(1) The Contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of three years after all the work on the prime contract is completed for all laborers and mechanics, including

guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid.

(2) Records to be maintained under this provision must be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

#### 21. Rights to Inventions Made Under a Contract or Agreement

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

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

This provision applies to contracts and subgrants of amounts in excess of \$150,000.

##### Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

##### Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

23. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), as amended

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

24. Debarment and Suspension

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

25. Prohibition on Certain Telecommunications and Surveillance Equipment

Recipients and subrecipients are prohibited from using loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities), or by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal

Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

## 26. Procurement of Recovered Materials

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- b) Meeting contract performance requirements; or
- c) At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at [Comprehensive Procurement Guideline \(CPG\) Program | US EPA](#). The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

The Contractor should, to the greatest extent practicable and consistent with the law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable.

## 27. Domestic Preference for Procurements

The Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

## 28. Build America, Buy America Act (BABAA)

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to the County with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by the Federal Government. Contractors and subcontractors certify that no federal financial assistance

funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to the federal agency; subrecipients will forward disclosures to the pass-through entity, who will, in turn, forward the disclosures to the Federal Government.

29. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)

For construction or repair contracts in excess of \$2,000, or as otherwise required by Federal program legislation, Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Under these requirements, Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must pay wages not less than once a week.

**ARTICLE 11) NOTICES**

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

If to the County: Department of Capital Planning and Policy  
69 West Washington Street, Suite 3100  
Chicago, Illinois 60602  
Attention: Department Director

and

Cook County Chief Procurement Officer  
161 North Clark Street, Suite 2300  
Chicago, Illinois 60602  
(Include County Contract Number on all notices)

If to Consultant: Voltpost, Inc.  
12 East 49th Street, Floor 10  
New York, NY 10017  
Attention: Jeffrey Prosserman, President/CEO

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 (3) 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

## **Exhibit 1: Scope of Services – Category 2**

### ***Background***

Specific locations for electric vehicle chargers will be determined in a parallel process with community input and will be located primarily within the South and West suburbs of Cook County and at Cook County Forest Preserves sites. Note that these stations may not all be owned by Cook County and will be located throughout suburban municipalities.

The majority of the electric vehicle charging stations will be owned by a site host and not Cook County. Cook County will cover costs of the scope of services to be implemented by qualified vendors and subcontractors and Cook County Bureau of Asset Management will be the point of contact during siting, purchase, and installation of each station. Ownership will transfer at the point of station activation to each site host. Each site host will be responsible for their own station's electricity use, setting pricing, paying any fees after the first five (5) years (which are covered under this project in line with Federal guidelines), and coordinating any maintenance with the selected contractor(s). A Memorandum of Understanding will outline all of the responsibilities of the site host in coordinating and maintaining the electric vehicle charging station.

The general categories of qualified respondents needed for a turnkey solution to site, purchase, install, and maintain electric vehicle charging solutions are:

- Category 1: Dual Port Level 2 Charging Stations
- Category 2: Dual Port Level 2 Charging Stations Compatible with Streetlight Charging
- Category 3: Dual Port (Preferred) or Single Port DC Fast Charging Stations

### ***General Scope:***

#### **Technologies:**

The County is seeking qualified Consultants for a turnkey solution for the siting, purchase, installation, and maintenance of electric vehicle charging stations across 3 technology categories. All Level 2 and Level 3 DC Fast chargers must meet the specific requirements in the following sections, and information can be recorded in the submission document.

As a site is selected from the community feedback process, Cook County will reach out to the qualified vendors selected from the RFQ for pricing on that specific site and/or group of sites to select who will site, purchase, install, and maintain the stations.

### ***Detailed Scope of Services***

Each station should be dual port to maximize the number of charge events possible per location, fit one of the categories mentioned above, and meet all local, state, and federal safety requirements and standards.

Sites will be evaluated with internal/Cook County project management support to coordinate electricians and ComEd load letters, evaluation, and utility feasibility.

Once a site is identified as a good candidate from the electrical standpoint, all qualified Consultants will submit a task order proposal. A vendor will be chosen for that specific site. The chosen vendor/subcontractors will assess the site, purchase, install, and secure five (5) years of networking fees. This will occur on a rolling basis between contract signing and the end of 2026 across up to seventy-five (75) different sites throughout Cook County.

**Category 2: Level 2 Stations Compatible with Streetlight Charging Solutions:**

Cook County has estimated that the funding received through ARPA will be enough to install up to ten (10) dual port Level 2 electric vehicle charging stations compatible with streetlights at up to ten (10) different sites. This technology can either be an electric vehicle charger that is compatible with existing streetlight chargers, or a smart light pole with electric vehicle charging capabilities that meet the Level 2 dual port charger requirements below. Consultants must provide their qualifications for a turnkey solution (may include subcontractors) which will include siting, purchase of stations, installation, and finishing for each site. Sites will be determined in a parallel process based on community feedback and feasibility, with installs occurring on a rolling basis. For each Level 2 electric vehicle charging station compatible with streetlights, the Consultant must be qualified and able to purchase stations of the following technical specifications and be qualified to implement the scope of services:

A) Technical Requirements

- Dual port.
- Each port must be a permanently attached J1772 connector.
- Energy Star rated hardware.
- Meet UL listed standards.
- Networked on a wireless or cellular connection independent of Cook County.
- Ability to be installed on a streetlight fixture(s), or smart light pole with level 2 dual port charger combo.
- Charging Cord long enough to charge on either side of a vehicle from a parallel parking space.
- Ability to securely collect and set fees through a third-party platform.
- Ability to set different rates for different driver groups (one time code, charge card, by driver id number, etc.).
- Ability to operate in Cook County's cold weather winter conditions (please detail the temperature range that product works and reduction in efficiency % for cold weather conditions).
- 24/7 customer support and maintenance notification system.
- Provide power capacity of at least 6 kW per port simultaneously across all AC ports, 240V.
- Ability to provide Software/Networking services for five (5) years from the activation date.
- Uptime of at least 97%. This means that "a charging port is considered 'up' when its hardware and software are both online and available for use, or in use, and the charging port successfully dispenses electricity in accordance with requirements for minimum power level."

B) Scope of Services: Ability to Site, Procure, Install and Maintain each station with the following expertise:

- Siting: The Consultant and its subcontractors must be qualified to:
  - Coordinate with Comed, the County's contracted electrician(s) that have assisted with the load letter form, and the local site host to ensure power needs exist for installing the specific technology.
  - Coordinate with the site host on safety, current infrastructure and blueprints, and traffic considerations for placement of the electric vehicle charging station and parking allocation.
- Procurement: The Consultant and its subcontractors must be qualified to:
  - Procure all hardware/software necessary at each site meeting the above technical specifications. Any networking fees should be secured as a five-year upfront purchase.
- Installation: The Consultant and its subcontractors must be qualified to:
  - Complete the preliminary site analysis to finalize scope of work at each location and determine lighting structure stability/any upgrades needed where applicable.
  - Provide electrical services by a certified electrician.
  - Prepare necessary permit documents to provide the complete installation of a dual port level 2 charging station compatible with streetlights (meeting the above technical specifications), including all necessary demolition, electrical work, site work, finish work activation and commissioning of the station.
  - Obtain all necessary permits and approvals for construction.
  - Provide services for all construction, engineering, and architecture related to the complete installation.
  - Finishing including striping, signage, safety checks.
  - Project closeout, including activation and commissioning of station.
- Maintenance: The Consultant and its subcontractors must be qualified to:
  - Provide support/training by the station vendor to the site host on price setting, station function, etc.
  - Provide Turnkey maintenance and warranty by the station vendor for five (5) years from the date of activation.
  - Networking services for five (5) years should be included with the proposal to keep the stations operational.

**Requirements for all proposal categories (1, 2, and 3)**

**Network requirements:** Each station should have network capabilities to operate on a stand-alone wireless or cellular network, the ability to be located on maps and apps, a secure web interface for payments with the ability to set price points based on location and equity, the availability of data through a dashboard to track the energy, duration of charge events, unique user ids, fees collected, and other valid data points. The ability to set reduced pricing for disinvested communities, by zip code, and/or to have reduced or

waived membership fees (where required) is desirable. 24/7 customer support should be part of the network services, and software upgrades should be included. Cybersecurity standards in line with federal guidelines should be upheld. Stations must be able to be located on third party mapping platforms. Charging stations must provide a contactless payment method that accepts major credit and debit cards and accept payment through either an automated toll-free phone number or a short message/messaging system (commonly abbreviated as SMS). Payment methods must be accessible to persons with disabilities, not require a membership, not affect the power flow to vehicles, and provide access for those that are limited English proficient.

**Construction requirements:** All local and state permits, standards, ADA compliance, and codes should be upheld and implemented by the installer. Striping and signage installation will also be the responsibility of the construction firm and should use the specific designs provided by Cook County. Testing and commissioning should be included in the installation of the electric vehicle charging stations as well as restoration of the site area to its original condition. All conduit and electrical upgrades shall be included in construction costs.

**Equity requirements:** Equitable charging is a top priority for Cook County. Please provide expertise/examples of any solutions for equitable rate design and reduced/waived membership fees, workforce development partnerships, station corporate matching programs for disinvested communities, and reduced hardware/software pricing options to enable more residents access to electric vehicle charging services that your team has implemented with other projects.

**Management structures:** Please indicate if the construction and/or operations and maintenance of the station can be offered as a turnkey solution. In this RFQ, a turnkey solution will be defined as follows:

***“Turnkey Construction:*** The charging company and/or affiliated subcontractors will acquire the hardware and software components, plan, install, and construct the electric vehicle charging stations at each site and be responsible for all permits, electrical capacity assessments with ComEd, paving, striping, signage, testing of the stations’ installation. In this solution type, the station can be managed by the site host after installation, and revenues can be set and collected by the site host.

***Turnkey Maintenance and Operations:*** The charging company and/or subcontractor will be responsible for addressing any technical needs and operations of the stations. This means a third party will make all calls, organize all maintenance, fulfill all operational and maintenance checks as they arise at the stations. Turnkey operations must allow a site host to collect and set station revenues through a secure platform independent of the site host’s network.”

**Rebates/Incentives:**

Cook County would expect any rebates/incentives that become available to be applied directly to the project to lower costs at the qualifying sites.

**End of Exhibit 1**

EXHIBIT 2

Schedule of Compensation



## EXHIBIT 3

### Key Personnel & Identification of Subcontractors/Suppliers/Subconsultants

**Key Personnel & Identification of Subcontractors/Suppliers/Subconsultants**

<b>Team Member # 1</b>	
<b>Name of Individual</b>	<u>Jeffrey Prosserman</u>
<b>Position Title</b>	Chief Executive Officer (CEO), Co-Founder
<b>Employer's Name and Address (street, city, and zip code)</b>	Name: Voltpost, Inc. Address: 205 E 42nd St, Floor 19, New York, New York, 10017
<b>Individual's Phone Number and Email Address</b>	Phone: (212) 444-2068 Email: jeff@voltpost.com
<b>Job Description</b>	As CEO, Prosserman assumes the full-time, central role in steering the company's overall direction and strategic vision. He oversees and guides various facets of the organization, from operational management to financial planning, with the ultimate goal of achieving sustained growth and success. Responsibilities encompass setting the company's mission, goals, and objectives, as well as making critical decisions that impact its future trajectory. As the CEO, key tasks involve establishing partnerships, engaging with stakeholders, and representing Voltpost in industry forums.
<b>Role and Responsibilities in the Proposed Project</b>	CEO (see above).
<b>Experience, Capabilities, and Credentials</b>	Jeffrey Prosserman is a product management and business executive focused on strategy, design, and innovation. Expertise spans charging, mobile, TV, XR, IoT, and sustainability. He has worked at the forefront of technology for over twenty years. In 2022, he graduated from the Columbia University Sustainability Management program. Prior to starting Voltpost, Prosserman was the Director of Innovation at Samsung in New York City. As the Samsung Director of Innovation, Prosserman led a cross-functional team to develop mobile, TV, and digital appliance platforms at the intersection of trends and technology.

	<p>Some products that Prosserman led development for include Samsung Podcasts, Media Launcher, the first Samsung mobile AR camera apps, and Samsung Family Hub refrigerator focused on reducing food waste that won CES Innovation Awards. Prior to Samsung, Prosserman was a senior producer at The Daily, the first mobile publication at News Corp. Over his career, he produced projects with WarnerMedia, IBM, BBC Worldwide, Dell, Mashable, Giphy, Johnson &amp; Johnson, and many other brands. With an entrepreneurial spirit, Prosserman is a visionary leader who is driven to build a business that ratchets down millions of tons of carbon, provides cleaner air, builds stronger communities, and creates jobs. Prosserman is a general manager, executive, and strategist who leads Voltpost development. He is committed to making a positive impact by creating a sustainable and equitable future for people and the planet.</p>
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<b>Team Member # 2</b>	
<b>Name of Individual</b>	<u>Luke Mairo</u>
<b>Position Title</b>	Chief Operating Officer (COO), Co-Founder
<b>Employer's Name and Address (street, city, and zip code)</b>	Name: Voltpost, Inc. Address: 1345 Howard St, San Francisco, CA 94103
<b>Individual's Phone Number and Email Address</b>	Phone: +1 (908) 868-1527 Email: luke@voltpost.com
<b>Job Description</b>	<p>As COO, Mairo plays a pivotal role in optimizing the company's day-to-day operations and overall efficiency. He is responsible for overseeing various operational aspects, including supply chain management, production processes, and quality control, with the aim of ensuring seamless and cost-effective business activities. Key duties involve developing and implementing operational strategies aligned with the company's goals, as well as monitoring performance metrics and driving continuous improvement initiatives. As COO, Mairo collaborates closely with cross-functional teams to enhance coordination and streamline processes, while also managing resources to meet demand and maintain optimal productivity.</p>
<b>Role and Responsibilities in the Proposed Project</b>	COO (see above).

<p><b>Experience, Capabilities, and Credentials</b></p>	<p>Luke Mairo is a financial professional with experience across banking, management, and entrepreneurship. He was previously a coverage banker at Barclays' Corporate Bank focusing on energy and technology companies. Mairo co-chaired the Barclays Environment Network of the Americas, managing the US environmental activist activities at the bank. Mairo is also a Techstars Lead Mentor, having participated in the Barclays Techstars Fintech Accelerator powered by Rise where he mentored a rising fintech company on business strategy, partnerships, and fundraising. Mairo has a Masters in Sustainability Management at Columbia University's Climate School. He was the President of the Environmental Entrepreneurs at Columbia, a student organization focused on educating, mentoring, and incubating climate tech entrepreneurs and startups at Columbia's Climate School programs. He is also an Impact Society Member at NEXUS.</p>
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<p><b>Team Member # 3</b></p>	
<p><b>Name of Individual</b></p>	<p><u>Shelby Thompson</u></p>
<p><b>Position Title</b></p>	<p>Project Manager</p>
<p><b>Employer's Name and Address (street, city, and zip code)</b></p>	<p>Name: Voltpost, Inc. Address: 205 E 42nd St, Floor 19, New York, New York, 10017</p>
<p><b>Individual's Phone Number and Email Address</b></p>	<p>Phone: (212) 444-2068 Email: shelby@voltpost.com</p>
<p><b>Job Description</b></p>	<p>As Voltpost Project Manager, Shelby is responsible for supporting the deployment of the Voltpost electric vehicle charging platform across the United States.</p>
<p><b>Role and Responsibilities in the Proposed Project</b></p>	<p>Shelby will work with project partners to ensure compliance with federal requirements, project timelines, and budget constraints. Shelby will ensure that all reporting and documentation meet grant and regulatory guidelines. Additionally, she will focus on delivering the project within scope, particularly in terms of accessibility, equity, and sustainability.</p>

<p><b>Experience, Capabilities, and Credentials</b></p>	<p>Shelby Thompson is a high-energy and accomplished leader who has over 15 years of experience in directing cross-functional teams to drive project success. She is recognized for uncovering business growth opportunities, implementing effective ecosystem development, updating CRM systems, managing budgets, and orchestrating and delivering engagement strategies. Shelby was previously the Program Director at Second Muse, where she designed and managed NYSERDA Scale for ClimateTech manufacturing accelerator program and successfully developed and implemented the program by managing a budget of \$6M. Shelby also oversaw the smooth process of the For ClimateTech program portfolio. Along with directing key stakeholders, such as operations/ program teams, partners, sponsors, investors, manufacturers, mentors, and clients, she ensured the streamlined processes toward project goals.</p>
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<p><b>Team Member # 4</b></p>	
<p><b>Name of Individual</b></p>	<p><u>David Krulewitch</u></p>
<p><b>Position Title</b></p>	<p>Deployment Manager</p>
<p><b>Employer's Name and Address (street, city, and zip code)</b></p>	<p>Name: Voltpost, Inc. Address: 205 E 42nd St, Floor 19, New York, New York, 10017</p>
<p><b>Individual's Phone Number and Email Address</b></p>	<p>Phone: (917)-622-0610 Email: david.krulewitch@voltpost.com</p>
<p><b>Job Description</b></p>	<p>As Voltpost Deployment Manager, David is responsible for site selection and deployment of Voltpost electric vehicle supply equipment across the country. Duties include collaborating with stakeholders on identifying EVSE sites, coordinating with engineering teams on fabrication and delivery, and supervising Voltpost field installations. David also manages contracts with vendors and subcontractors, ensuring adherence to project specifications and quality standards. He also qualifies EVSE installers and monitors performance and contract execution, and provides executive leadership with guidance on EVSE installation best practices and lessons learned from field installs.</p>
<p><b>Role and Responsibilities in the Proposed Project</b></p>	<p>Voltpost Deployment Manager (see above).</p>

<p><b>Experience, Capabilities, and Credentials</b></p>	<p>David Krulewitch brings 10 years of experience in transportation project management and real estate construction. He previously served as a Transportation Analyst at the NYS Department of Transportation. In this role, he was the statewide contact for bicycle and pedestrian transportation projects, managed the bicycle data collection program, and played a key role in organizing climate initiatives. From 2018 to 2022, David was the Vice-President and Project Manager at Kingston Investors Corp, where he managed multi-million dollar renovation projects, led environmental remediation efforts, and oversaw LED lighting retrofits. He also negotiated tenant leases and handled billing and payments with vendors and city agencies. David's earlier experience includes roles as a Digital Project Manager at JCDecaux North America and a Project Manager at MTA New York City Transit. At JCDecaux, he was responsible for the installation and maintenance of digital advertising networks in New York and Chicago. At the MTA, he managed the development and rollout of the On The Go! interactive kiosk system and led installation teams for subway countdown clocks.</p>
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<p><b>Team Member # 5</b></p>	
<p><b>Name of Individual</b></p>	<p><u>Aditi Desai</u></p>
<p><b>Position Title</b></p>	<p>Director of Partnerships</p>
<p><b>Employer's Name and Address (street, city, and zip code)</b></p>	<p>Name: Voltpost, Inc. Address: 205 E 42nd St, Floor 19, New York, New York, 10017</p>
<p><b>Individual's Phone Number and Email Address</b></p>	<p>Phone: (917)-525-2181 Email: aditi@voltpost.com</p>
<p><b>Job Description</b></p>	<p>As Director of Partnerships, Aditi Desai is responsible for cultivating strategic partnerships and overseeing the end-to-end execution of EV charging infrastructure projects.</p>
<p><b>Role and Responsibilities in the Proposed Project</b></p>	<p>Aditi Desai is responsible for identifying and nurturing key alliances with stakeholders including electric vehicle manufacturers, energy providers, and community leaders, while also coordinating cross-functional teams, managing project timelines and budgets, and ensuring efficient deployment of Voltpost's charging stations.</p>

<p><b>Experience, Capabilities, and Credentials</b></p>	<p>Aditi Desai is a sustainability manager with experience in business development, strategy, and compliance. She began her career as a financial services professional at Barclays Investment Bank in their Prime Brokerage and Financing business. She was also a member of the Barclays Environment Network of the Americas (ENA), an employee-led group focusing on sustainability within the firm. Desai was nominated for a Barclays Citizenship and Diversity award for her work in ENA and helped host a panel discussion focused on environmental justice. Desai has a Masters of Science in Sustainability Management at Columbia University's Climate School. She was the President of Women &amp; Sustainability, a student group dedicated to empowering female leaders in sustainability and helping them navigate social and environmental inequities by building an inclusive network of diverse professionals. Desai also serves as a Student Representative on Columbia University's Diversity, Equity, and Inclusion Committee and acts as a liaison between the student body and administration. She placed as a finalist on behalf of Columbia University in the 2020 Global Circular Challenge, a competition hosted by the London School of Economics in which students were tasked with designing solutions to improve the sourcing, manufacturing, use and disposability of fashion products in a circular economy. Desai is passionate about centering equity and environmental justice in her sustainability work. She has a Masters in Sustainable Management from Columbia University.</p>
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**Cook County**  
**Office of the Chief Procurement Officer**  
**Identification of Subcontractor/Supplier/Subconsultant Form**

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

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

Bid/RFP/RFQ No.: 2316-05021	Date: September 26, 2023
Total Bid or Proposal Amount: \$225,0000	Contract Title: ARPA Funded Community EV Charging Infrastruct
Contractor: Voltpost, Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute: AMB Renewable Energy Inc.
Authorized Contact for Contractor: Jeffrey Prosserman	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Arthur M. Burton
Email Address (Contractor): jeff@voltpost.com	Email Address (Subcontractor): a.burton@sbcglobal.net
Company Address (Contractor): 12 E 49th Street	Company Address (Subcontractor): 8168 S Cornell Avenue
City, State and Zip (Contractor): New York, NY 10017	City, State and Zip (Subcontractor): Chicago, IL 60617
Telephone and Fax (Contractor): (212) 444-2068	Telephone and Fax (Subcontractor): (773) 206- 9471
Estimated Start and Completion Dates (Contractor): Start: 2024; Complete: 2026	Estimated Start and Completion Dates (Subcontractor): Start: 2024; Complete: 2026

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

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
AMB Renewable Energy will provide installation services for 10 Voltpost charging stations	\$97,500

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.**

Voltpost, Inc.  
 \_\_\_\_\_  
 Contractor  
 Jeffrey Prosserman  
 \_\_\_\_\_  
 Name  
 Founder, CEO, President  
 \_\_\_\_\_  
 Title   
 \_\_\_\_\_  
 Prime Contractor Signature  
 September 26, 2023  
 \_\_\_\_\_  
 Date

## EXHIBIT 4

### Minority and Women Owned Business Enterprise Commitment

## MBE/WBE COMMITMENT FORM

CONTRACT FOR WORK  
SOLICITATION NO. 2316-05021

FOR: RFQ for ARPA Funded Community Electric Vehicle Charging Infrastructure and Installation Services

Submitted by Voltpost, Inc., 12 East 49th Street, New York, NY 10017:

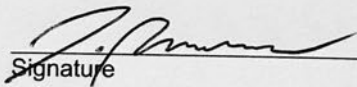
To: The County of Cook

Indicate if your firm is a certified minority-owned business  Yes  No  
If "Yes", please attach a copy of certification

I HEREBY DECLARE AND AFFIRM that I am a duly authorized

representative of: Voltpost, Inc.  
Company Name

that I have personally reviewed the Contract Documents, the M/WBE Goals set forth therein, and commit to meeting or exceeding the 35% MBE/WBE Participation Goal.

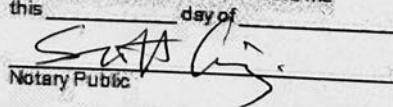
  
Signature

Jeffrey Prosserman  
Name (Type or Print)

Voltpost, Inc.  
Proposer Name

12 East 49th Street  
Address

New York NY 10017  
City State Zip

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
  
Notary Public  
Commission expires: \_\_\_\_\_

SCOTT W. CRAIG  
Notary Public of New York  
REG NO. 01CR8390567  
COMMISSION EXPIRES 04/16/2027

**I. POLICY AND GOALS**

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

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

B. **The County shall set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in this solicitation document. The MBE/WBE participation goals for this Agreement is thirty-five percent (35%).** A Bid, Quotation, or Proposal shall be rejected if the County determines that it fails to comply with this General Condition in any way, including but not limited to: (i) failing to state an enforceable commitment to achieve for this contract the identified MBE/WBE Contract goals; or (ii) failing to include a Petition for Reduction/Waiver, which states that the goals for MBE/WBE participation are not attainable despite the Bidder or Proposer Good Faith Efforts, and explains why. If a Bid, Quotation, or Proposal is rejected, then a new Bid, Quotation, or Proposal may be solicited if the public interest is served thereby.

C. To the extent that a Bid, Quotation, or Proposal includes a Petition for Reduction/Waiver that is approved by the Office of Contract Compliance, the Contract specific MBE and WBE participation goals may be achieved by the proposed Bidder or Proposer’s status as an MBE or WBE; by the Bidder or Proposer’s enforceable joint-venture agreement with one or more MBEs and/or WBEs; by the Bidder or Proposer entering into one or more enforceable subcontracting agreements with one or more MBE and WBE; by the Bidder or Proposer establishing and carrying out an enforceable mentor/protégé agreement with one or more MBE and WBE; by the Bidder or Proposer actively engaging the Indirect Participation of one or more MBE and WBE in other aspects of its business; or by any combination of the foregoing, so long as the Utilization Plan evidences a commitment to meet the MBE and WBE Contract goals set forth in (B) above, as approved by the Office of Contract Compliance.

D. A single Person, as defined in the Procurement Code, may not be utilized as both an MBE and a WBE on the same Contract, whether as a Consultant, Subcontractor or supplier.

E. Unless specifically waived in the Bid or Proposal Documents, this Exhibit; the Ordinance; and the policies and procedures promulgated thereunder shall govern. If there is a conflict

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

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

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

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

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

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

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

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

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

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

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

2. Letter(s) of Certification

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

- County of Cook
- City of Chicago

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

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

3. Joint Venture Affidavit

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

B. Petition for Reduction/Waiver

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

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

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

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

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

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

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

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

## **V. NON-COMPLIANCE**

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

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

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

## **VII. EQUAL EMPLOYMENT OPPORTUNITY**

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

Any questions regarding this section should be directed to:

Contract Compliance Director  
Cook County  
161 North Clark Street, Suite 2300  
Chicago, Illinois 60602  
(312) 603-5502

## EXHIBIT 5

### Insurance Requirements & Evidence of Insurance



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/26/2025

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

<b>PRODUCER</b> Hub International Midwest West 203 N La Salle St Ste 2000 Chicago IL 60601-1245	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 312-922-5000	<b>FAX (A/C, No):</b> 312-922-5358
	<b>E-MAIL ADDRESS:</b>	
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
License#: 100290819 VOLTINC-04	<b>INSURER A:</b> Evanston Insurance Company	35378
<b>INSURED</b> Voltpost Inc 205 E 42nd Street, Floor 19 New York NY 10017	<b>INSURER B:</b> Admiral Insurance Company	24856
	<b>INSURER C:</b> Ace Fire Underwriters Ins. Co.	20702
	<b>INSURER D:</b> ACE Property & Casualty Insurance Company	20699
	<b>INSURER E:</b> Coalition Insurance Company	29530
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 1557002268


REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			D02978817	5/8/2025	5/8/2026	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
C	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			D02978817	5/8/2025	5/8/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			D02978829	5/8/2025	5/8/2026	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	
							OTH-ER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
B	D&O Liability			DDP-2124867-P3	8/5/2025	8/5/2026	Limit	3,000,000
A	Employment Practices Liability			CML-SQL72HQ-P0225	2/18/2025	2/18/2026	Limit	1,000,000
E	Tech E&O/Cyber Liability			C-4LS3-096227-CYBER-2025	5/12/2025	5/12/2026	Limit	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Contract No. 2316-05021-B1

**CERTIFICATE HOLDER****CANCELLATION**

Cook County Office of the Chief Procurement Officer 161 N Clark Street Suite 2300 Chicago IL 60601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
09/29/2025

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

<b>PRODUCER</b> Aon Risk Services, Inc of Florida 701 Brickell Avenue Suite 3200 Miami FL 33131 USA	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C. No. Ext):</b> (866) 283-7122	<b>FAX (A/C. No.):</b> (800) 363-0105
<b>E-MAIL ADDRESS:</b> _____		
<b>INSURED</b> Justworks, Inc. and its subsidiaries 55 WATER STREET, 29th FLOOR NEW YORK NY 10041 USA		<b>INSURER(S) AFFORDING COVERAGE</b>
		<b>NAIC #</b>
		<b>INSURER A:</b> Evanston Insurance Company 35378
		<b>INSURER B:</b>
		<b>INSURER C:</b>
		<b>INSURER D:</b>
		<b>INSURER E:</b>
		<b>INSURER F:</b>

**COVERAGES**      **CERTIFICATE NUMBER:** 570115804789      **REVISION NUMBER:**

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


Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADBL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	<b>AUTOMOBILE LIABILITY</b>  <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / <input type="checkbox"/> N N/A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	<b>Employment Practices Liability Primary</b>			MKLV3MML000582 Claims Made SIR applies per policy terms & conditions	03/01/2025	03/01/2026	Limit of Liab/Claim \$1,000,000 Agg Limit of Liab \$5,000,000

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

Named Insured includes: Justworks, Inc., Justworks Employment Group, LLC, Justworks Employment Group II LLC, Justworks Administrative Services LLC and their respective Subsidiaries. It is a condition of coverage that the Certificate Holder, Cook County Government Office of the Chief Procurement Officer maintain a current relationship with Justworks Employment Group LLC. Should the relationship with Justworks Employment Group LLC be severed, coverage will cease immediately. RE: Contract No. 2316-05021-B1, Purchase Order No. 70000328053. Cook County Government Office of the Chief Procurement Officer is included as Additional Insured in accordance with the policy provisions of the EPLI policy.

**CERTIFICATE HOLDER****CANCELLATION**

Cook County Government Office of the Chief Procurement Officer 161 N. Clark Street, Suite 2300 Chicago IL 60601 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  

Holder Identifier :

570115804789

Certificate No :



## **Exhibit 5: Insurance Requirements**

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

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract.

The Contractor shall require all Subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Contractor or unless specified otherwise.

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

Unless stated otherwise, the cost of the insurance is included in the Contractor's Adjustment Factors.

### **Coverages**

#### **a) Workers Compensation Insurance**

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

The Workers Compensation policy shall also include the following provisions:

Employers' Liability coverage with a limit of  
\$500,000 each Accident  
\$500,000 each Employee  
\$500,000 Policy Limit for Disease

#### **b) Commercial General Liability Insurance**

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

Each Occurrence	\$5,000,000
General Aggregate	\$5,000,000
Completed Operations Aggregate	\$5,000,000

Coverage shall also include the following:

- (1) All premises and operations.
- (2) Contractual Liability
- (3) Products/Completed Operations
- (4) Severability of interest/separation of insureds clause
- (5) Explosion, collapse and underground damage
- (6) Contractor's Protective coverage for independent contractors and subcontractors employed by the Contractor.

Subcontractors performing work for the Contractor must maintain limits of not less than \$2,000,000 with the same terms herein.

c) **Commercial Automobile Liability Insurance**

When any vehicles are used in the performance of this contract, Contractor shall secure Automobile Liability Insurance for bodily injury and property damage arising from the Ownership, maintenance or use of owned, hired and non-owned vehicles with a limit no less than \$2,000,000 per accident. Subcontractors performing work for the Contractor must maintain limits of not less than \$1,000,000 with the same terms herein.

d) **Railroad Protective Liability Insurance**

Contractors who perform work within 50-feet of any railroad-owned property are required to have Railroad Protective Liability Insurance.

If Railroad Protective Liability Insurance is required for a Job Order, the Contractor may include the cost of the insurance as a reimbursable task on the Price Proposal.

e) **Professional Liability (Errors & Omissions) and/or Contractors Pollution Legal Liability and/or Asbestos Legal Liability**

The Contractor shall secure errors and omissions insurance appropriate to the Contractor's profession covering all claims arising out of the performance or nonperformance of professional services for the County under this Agreement. For any projects involving environmental hazards, the Contractor must also maintain coverage applicable to the work being performed. If the services involve lead-based paint or asbestos identification/remediation, the coverage shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the coverage shall not contain a mold exclusion, and the definition of "Pollution" shall include microbial matter, including mold.

This insurance shall remain in force for the life of the Contractor's obligations under this Agreement and shall have a limit of liability of not less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If any such policy is written on a claims-made form:

- (1) The retroactive coverage date shall be no later than the effective date of this Contract.
- (2) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or before this contract effective date, the Contractor must maintain "extended reporting" coverage for a minimum of three (3) year after completion of services.

If Professional Liability (Errors & Omissions) and/or Contractors Pollution Legal Liability and/or Asbestos Legal Liability Insurance is required for a Job Order, the Contractor may include the cost of the insurance as a reimbursable task on the Price Proposal.

f) **Builder's Risk (Course of Construction)**

The Contractor shall secure insurance appropriate to protect the interests of both Cook County and the Contractor covering property under construction as well as equipment and materials to be installed. If the project does not involve new or major reconstruction, an Installation Floater may be acceptable.

Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form must include limits equal to the completed value of the project and no coinsurance penalty provisions. The Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name Cook County as a loss payee as their interest may appear.

If Builder's Risk Insurance is required for a Job Order, the Contractor may include the cost of the

insurance as a reimbursable task on the Price Proposal.

### **Additional requirements**

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

The required General and Automobile Liability policies shall name Cook County, its officials, employees and agents as additional insureds with respect to operations performed on a primary and non-contributory basis. Any insurance or self-insurance maintained by Cook County shall be excess of the Contractor's insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance requirements specified herein.

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

#### **(b) Insurance Notices**

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

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

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

#### **(c) Waiver of Subrogation Endorsements**

All insurance policies must contain a Waiver of Subrogation Endorsement in favor of Cook County.

## EXHIBIT 6

### Task Order Process

## **EXHIBIT 6**

### **TASK ORDER PROCESS**

The County may issue a Request for Task Order Services (RFT) specifically referencing the Contract, identifying the project and setting forth the Services to be performed pursuant to the RFT and the desired project completion date. Consultant must respond by proposing a project time schedule, project cost, deliverables, and a list of key personnel, all of which must conform to the terms of the Task Order Request and the terms and conditions of the Contract. Consultant must not respond to any RFT received from anyone other than the Office of The Chief Procurement Officer. Costs associated with the preparation of responses to RFTs are not compensable and the County is not liable for any additional costs.

Upon receipt of the Consultant's response to a RFT, the Chief Procurement Office (CPO) or designee will review it for completeness and if complete forward it to the Director of Capital Planning & Policy (DCPP) for their review. The DCPP may recommend to the CPO to approve it, reject it, or use it as a basis for further negotiations with the Consultant regarding the project scope, project cost, and the project completion date. If the DCPP and the Consultant negotiate the project scope, project cost, and the project completion date, the Consultant must submit a letter of commitment to provide the services at the negotiated cost (NCL) to the County for approval. The scope of work, and NCL will be presented to the CPO for approval based on the above thresholds. If approved, the CPO will issue a Task Order for the project.

All Task Orders are subject to the approval of the CPO and DCPP, and no Task Order will become binding upon the County until it is approved, in writing, by the CPO and DCPP. Absent an approved Task Order, the County will not be obligated to pay or have any liability, under any theory of recovery (whether under the Contract, at law or in equity), to the Consultant for any Services provided by the Consultant pursuant to a Task Order, or otherwise.

The Consultant will commence its Services immediately upon receipt of an executed Task Order award notification issued by the CPO.

**End of Exhibit 6**

EXHIBIT 7

Certification Regarding Lobbying



EXHIBIT 8

SKIPPED INTENTIONALLY

EXHIBIT 9

Board Authorization



# Board of Commissioners of Cook County

118 North Clark Street  
Chicago, IL

## Legislation Details (With Text)

**File #:** 24-3500      **Version:** 1      **Name:** EV Charging Stations Contract (Various Vendors)  
**Type:** Contract      **Status:** In Committee  
**File created:** 6/4/2024      **In control:** Asset Management Committee  
**On agenda:** 6/13/2024      **Final action:**  
**Title:** PROPOSED CONTRACT

Department(s): Bureau of Asset Management

Vendor: Various Vendors, See "Summary" Below

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

Good(s) or Service(s): Design and construction of electric vehicle charging stations

Contract Value: Not-to-Exceed \$28,436,300.70

Contract period: 8/1/2024 - 7/31/2027 with two (2) one-year renewal option

Potential Fiscal Year Budget Impact: FY2024 \$4,739,383.45, FY2025 \$9,478,766.90, FY2026 \$9,478,766.90, FY2027 \$4,739,383.45

Accounts: 11286.1161.62962.560109.00000.00000 (ARPA)  
11569.1031.11190.560105.00000.00000 (Capital Improvement Program)  
11569.1031.11190.560107.00000.00000 (Capital Improvement Program)

Contract Number(s): 2316-05021

**Concurrences:**

The vendor has met the Minority- and Women-owned Business Enterprise Ordinance via direct participation.

The Chief Procurement Officer concurs.

Summary: The Bureau of Asset Management respectfully requests approval for vendors to provide design and construction services for level 2 electric vehicle charging stations, level 2 streetlight electric vehicle charging stations, and level 3 fast charging electric vehicle charging stations in various communities throughout Cook County as well as stations budgeted in the Capital Improvement Plan (s).

Vendor Pool    FY 2024-2027  
Not-to-Exceed Allocation

Group A (Level 2 Charging Stations)  
(2316-05021-A1) Meade, Inc.    \$4,547,260.14  
(2316-05021-A2) Ameresco, Inc.    \$4,547,260.14  
(2216-05021-A3) Connelly Electric Company    \$4,547,260.14  
(2216-05021-A4) Taylor Electric Company    \$4,547,260.14  
(2216-05021-A5) Sharlen Electric Company    \$4,547,260.14

Group B (Level 2 Streetlight Charging Stations)

(2316-05021-B1) Voltpost, Inc. \$425,000.00  
(2216-05021-B2) Meade, Inc. \$425,000.00  
(2216-05021-B3) Connelly Electric Company \$425,000.00  
(2216-05021-B4) Ameresco, Inc. \$425,000.00

Group C (Level 3 Fast Charging Stations)  
(2216-05021-C1) Meade, Inc. \$2,000,000.00  
(2216-05021-C2) Connelly Electric Company \$2,000,000.00

These contracts are awarded pursuant to a publicly advertised Request for Qualifications (RFQ) in accordance with Cook County Procurement Code. All vendors were selected based on established evaluation criteria.

**Sponsors:**

**Indexes:** ELIZABETH GRANATO, Chief, Bureau of Asset Management

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
6/13/2024	1	Board of Commissioners	refer	Pass

**PROPOSED CONTRACT**

**Department(s):** Bureau of Asset Management

**Vendor:** Various Vendors, See “Summary” Below

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FY 2024-2027  
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(2216-05021-B2) Meade, Inc.	\$425,000.00
(2216-05021-B3) Connelly Electric Company	\$425,000.00
(2216-05021-B4) Ameresco, Inc.	\$425,000.00

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These contracts are awarded pursuant to a publicly advertised Request for Qualifications (RFQ) in accordance with Cook County Procurement Code. All vendors were selected based on established evaluation criteria.

EXHIBIT 10

Cook County Information Technology Special Conditions (ITSCs)

## Exhibit 10

### Cook County Information Technology Special Conditions (ITSCs)

#### 1. DEFINITIONS FOR special conditions

1.1. **“Biometric Information”** has the same meaning as “biometric information” defined in the Illinois Biometric Privacy Act, 740 ILCS 14/10.

1.2. **“Business Associate Agreement”** or **“BAA”** means an agreement that meets the requirements of 45 C.F.R. 164.504(e).

1.3. **“Cardholder Data”** means data that meets the definition of “Cardholder Data” in the most recent version of the Payment Card Industry’s Data Security Standard.

1.4. **“Contractor”** has the same meaning as either “Contractor” and “Consultant” as such terms are defined, and may be interchangeably used in the County’s Professional Services Agreement, or “Contractor” as defined in the County’s Instruction to Bidders and General Conditions, if either such document forms the basis of this Agreement. “Contractor” includes any individuals that are employees, representatives, subcontractors or agents of Contractor.

1.5. **“Contractor Confidential Information”** means all non-public proprietary information of Contractor that is marked confidential, restricted, proprietary, or with a similar designation; provided that Contractor Confidential Information excludes County Data or information that may be subject to disclosure under Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. or other law.

1.6. **“County”** has the same meaning as the term “County” in the Cook County Procurement Code, located at Chapter 34, Article IV in the Cook County Code of Ordinances as amended.

1.7. **“County Confidential Information”** means all non-public proprietary information of County, including Personally Identifiable Information and any information that is exempt from public disclosure under the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. or under the Cook County Code of Ordinances.

1.8. **“County Data”** means all data, including County Confidential Information, provided by the County to Contractor, or otherwise encountered by Contractor for purposes relating to this Agreement, including related metadata.

1.9. **“County Intellectual Property”** or **“County IP”** means all Intellectual Property owned or licensed by the County, including Developed IP.

1.10. **“Criminal Justice Information”** means data that meets the definition of “Criminal Justice Information” in the most recent version of FBI’s CJIS Security Policy and also data that meets the definition of “Criminal History Record Information” at 28 C.F.R. 20.

1.11. **“Data Protection Laws”** means laws, regulations, industry self-regulatory standards, and codes of practice in connection with the processing of Personally Identifiable Information, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320(d) et seq.), the Health Information Technology for Economic and Clinical Health Act of 2009 (42 U.S.C. § 17921 et seq.), FBI CJIS Security Policy, the Illinois Biometric Privacy Act, 740 ILCS 14/1, et seq., the Illinois Personal Information Protection Act, 815 ILCS 530/1, et seq., and the Payment Card Industry Data Security

Standard..

1.12. **“Data Breach”** means (a) the loss or misuse (by any means) of any County Confidential Information; (b) the unauthorized or unlawful access, use, or disclosure of any County Confidential Information; or (c) any other act or omission that compromises the security, confidentiality, integrity or availability of any County Confidential Information.

1.13. **“Deliverable”** has the same meaning as “Deliverable” as defined in the County’s Professional Services Agreement or as defined in the County’s Instruction to Bidders and General Conditions, if either such document forms the basis of this Agreement.

1.14. **“Developed Intellectual Property”** or **“Developed IP”** means Intellectual Property conceived, developed, authored or reduced to practice in the course of or in connection with the provision of the Services, including, but not limited to: (a) modifications to, or enhancements (derivative works) of, the County IP; (b) Developed Software; and (c) modifications to or enhancements (derivative works) of, Third Party Intellectual Property to the extent not owned by the licensor of the Third Party IP under the terms of the applicable license.

1.15. **“Intellectual Property”** or **“IP”** means any inventions, discoveries, designs, processes, software, documentation, reports, and works of authorship, drawings, specifications, formulae, databases, algorithms, models, methods, techniques, technical data, discoveries, know how, trade secrets, and other technical proprietary information and all patents, copyrights, mask works, trademarks, service marks, trade names, service names, industrial designs, brand names, brand marks, trade dress rights, Internet domain name registrations, Internet web sites and corporate names, and applications for the registration or recordation of any of the foregoing.

1.16. **“Malware”** means any hidden files, automatically replicating, transmitting or activating computer program, virus (or other harmful or malicious computer program) or any equipment-limiting, Software-limiting or Services-limiting function (including, but not limited to, any key, node lock, time-out or similar function), whether implemented by electronic or other means.

1.17. **“Open Source Materials”** means any Software that: (a) contains, or is derived in any manner (in whole or in part) from, any Software that is distributed as free Software, open source Software, shareware (e.g., Linux), or similar licensing or distribution models; and (b) is subject to any agreement with terms requiring that such Software be (i) disclosed or distributed in source code or object code form, (ii) licensed for the purpose of making derivative works, and/or (iii) redistributable. Open Source Materials includes without limitation “open source” code (as defined by the Open Source Initiative) and “free” code (as defined by the Free Software Foundation).

1.18. **“Personally Identifiable Information”** means personal data or information that relates to a specific, identifiable, individual person, including County personnel. For the avoidance of doubt, Personally Identifiable Information includes the following: (a) any government-issued identification numbers (e.g., Social Security, driver’s license, passport); (b) any financial account information, including account numbers, credit card numbers, debit card numbers, and other Cardholder Data; (c) Criminal Justice Information; (d) Protected Health Information; (e) Biometric Information; (f) passwords or other access-related information associated with any user account; and (g) any other personal data defined as personally identifiable information under the breach notification laws of the fifty states.

1.19. **“Protected Health Information”** or **“PHI”** has the same meaning as the term “Protected Health Information” in 45 C.F.R. 160.103.

1.20. “**Services**” has the same meaning as “Services” as defined in Article 3 of the County’s Professional Services Agreement or “Deliverables” as defined in the County’s Instruction to Bidders and General Conditions, if either such document forms the basis of this Agreement.

1.21. “**Software**” means computer programs, whether in source code or object code form (including any and all software implementation of algorithms, models and methodologies), databases and compilations (including any and all data and collections of data), and all documentation (including user manuals and training materials) related to the foregoing.

## **2. SERVICES AND DELIVERABLES**

2.1. **Approved Facilities.** Contractor will perform Services and host County Data only within the continental United States and only from locations owned, leased or otherwise used by Contractor and its Subcontractors.

2.2. **Required Consents for Assets in Use and Third-Party Contracts as of the Effective Date.** For this section, “Assets” mean equipment, Software, Intellectual Property and other assets used in providing the Services and “Required Consent” means the consent required to secure any rights of use of or access to any of County-provided or third-party Assets that are required by Contractor to perform the Services. Contractor is responsible for obtaining all Required Consents relating to this Agreement. The County will cooperate with Contractor and provide Contractor such assistance in this regard as the Contractor may reasonably request.

2.3. **Resources Necessary for Services.** Except as set forth in this Agreement, Contractor will provide and is financially responsible for all equipment, Software, and other resources needed to perform the Services in accordance with the Agreement.

## **3. LEGAL COMPLIANCE**

3.1. **Public Records Laws.** Contractor will comply with all laws governing public records located at 50 ILCS 205/1 et seq. and at 44 Ill. Admin. Code 4500.10 et seq. Specifically, and without limitation, Contractor must: (a) store County Data in such a way that each record is individually accessible for the length of the County’s scheduled retention; (b) retain a minimum of two total copies of all County Data according to industry best practices for geographic redundancy, such as NIST Special Publication 800-34 as revised; (c) store and access County Data in a manner allowing individual records to maintain their relationships with one another; (d) capture relevant structural, descriptive, and administrative metadata to County Data at the time a record is created or enters the control of Contractor.

3.2. **Data Protection Laws.** Contractor will comply with all applicable Data Protection Laws, including those that would be applicable to the Contractor if it, rather than the County, were the owner or data controller of any County Data in its possession or under its control in connection with the Services.

3.3. **Export Laws.** Contractor will comply with all laws governing the export of intellectual property, including, but not limited to the Export Administration Regulations, 15 CFR 730, et seq.

3.4. **Protected Health Information.** If Contractor will have access to Personal Health Information in connection with the performance of the Services, Contractor must enter a Business Associate Agreement in a form provided by the County. See Attachment X, Business Associate Agreement.

3.5. **Criminal Justice Information.** If Contractor will have access to Criminal Justice Information in connection with the performance of the Services, Contractor must execute an FBI CJIS

Security Policy Addendum or any other required agreements in a form provided by the County. See Attachment X, CJIS Security Policy Addendum.

3.6. Biometric Information. If Contractor will have access to Biometric Information in connection with the performance of the Services, Contractor must properly secure such information in compliance with the Illinois Biometric Information Privacy Act, 740 ILCS 14/1, et seq., including maintaining a retention schedule and destruction guidelines.

3.7. Cardholder Data. If Contractor will have access to Cardholder Data in connection with the performance of the Services, no less than annually, Contractor must tender to County a current attestation of compliance signed by a Qualified Security Assessor certified by the Payment Card Industry.

#### **4. WARRANTIES**

4.1. Contractor Materials and Third Party\_IP. Contractor represents and warrants that it owns, or is authorized to use, all Contractor IP, and Contractor-provided third-party IP.

4.2. Developed Software. Contractor represents and warrants that all developed software will be free from material errors in operation and performance, will comply with the applicable documentation and specifications in all material respects, for twelve (12) months after the installation, testing and acceptance of such developed software by the County. Any repairs made to developed software pursuant to this Section will receive a new twelve (12) month warranty period in accordance with the terms of this Section.

4.3. Open Source\_Materials. Contractor represents and warrants that all open source materials (OSM) included in Deliverables or Software are obtained from a trusted distributor. Unless otherwise specified in this Agreement, Contractor must maintain OSM support, including required patching and security updates, which will be provided promptly after release. The Contractor must not use any materials that allow users to modify or incorporate open source code into larger programs on the condition that the software containing the source code is publicly distributed without restrictions, commonly known as “copyleft.”

4.4. Access to County Data. Contractor represents and warrants that Contractor has not and will not prevent, or reasonably fail to allow, for any reason including without limitation late payment or otherwise, the County’s access to and retrieval of County Data.

4.5. Malware. Contractor represents and warrants that it has not and will not introduce or cause to be introduced Malware in any County IT environment at any time. If Contractor discovers that Malware has been introduced into Software, Contractor must, at no additional charge, (a) immediately undertake to remove such Malware (b) notify the County in writing within one (1) business day, and (c) use reasonable efforts to correct and repair any damage to County Data or Software and otherwise assist the County in mitigating such damage and restoring any affected Service, Software or equipment.

4.6. Resale of Equipment and Software. If Contractor resells to the County any equipment or Software that Contractor purchased from a Third Party, Contractor, to the extent it is legally able to do so, must pass through any such third-party warranties to the County and reasonably cooperate in enforcing them. Such warranty pass-through will not relieve Contractor from its warranty obligations set forth in this Section.

4.7. Data Security. Contractor represents and warrants that (a) it will not permit any unauthorized access to or cause any loss or damage to County Data or County IP; (b) it will comply with

all County security policies in place during the term of this Agreement, and (c) it will not use any system that is dependent on software or hardware that no longer have appropriate security updates available.

## **5. INTELLECTUAL PROPERTY**

5.1. County Intellectual Property. The County retains all right, title and interest in and to all County IP. Contractor will not be permitted to use any of the County IP for the benefit of any entities other than the County. Upon expiration or termination of this Agreement, Contractor must cease all use of County IP and must return to the County all County IP.

5.2. Developed Intellectual Property. Contractor hereby irrevocably and unconditionally assigns, transfers and conveys to the County without further consideration all of its right, title and interest in such Developed IP, which assignment will be effective as of the creation of such works without need for any further documentation or action on the part of the Parties. Contractor agrees to perform any actions as may reasonably be necessary, or as the County may reasonably request, to perfect the County's ownership of any such Developed IP.

5.3. Residual Knowledge. Nothing contained in this Agreement will restrict either Party from the use of any ideas, concepts, know-how, or techniques relating to the Services which either Party, individually or jointly, develops or discloses under this Agreement, provided that in doing so (a) such information is solely retained in the unaided memory of the Parties employees performing or using such Services, (b) the Party does not breach its respective obligations under Section 6 relating to confidentiality and non-disclosure, and (c) does not infringe the Intellectual Property rights of the other or Third Parties who have licensed or provided materials to the other. Except for the license rights contained under Section 5, neither this Agreement nor any disclosure made hereunder grants any license to either Party under any Intellectual Property rights of the other.

5.4. Software Licenses. This Agreement contains all terms and conditions relating to all licenses in Contractor-Provided Software and Contractor IP. Except as explicitly set forth elsewhere in this Agreement, all licenses that Contractor grants in Contractor-Provided Software include: (a) the right of use by Third Party Contractors for the benefit of the County, (b) the right to make backup copies, and (c) the right to reasonably approve the procedures by which Contractor may audit the use of license entitlements.

## **6. COUNTY DATA AND CONFIDENTIALITY**

6.1. Property of County. All County Data is the sole property of the County. Contractor must not use County Data for any purpose other than that of performing the Services under this Agreement. Without the County's express written consent, no County Data, or any part thereof, may be disclosed, assigned, destroyed, altered, withheld, or otherwise restricted by Contractor or commercially exploited by or on behalf of Contractor.

6.2. Acknowledgment of Importance of County Data. Contractor acknowledges the importance of County Data and that the County may suffer irreparable harm or loss in the event of such information being disclosed or used otherwise than in accordance with this Agreement.

6.3. Data Recovery. Upon the County's request Contractor must promptly return all requested County Data to the County or its designee in such a format that the County may reasonably request. Contractor must provide County with adequate bandwidth and other resources to remove County Data from Contractor servers. Contractor must also provide sufficient information requested by the County about the format and structure of the County Data to enable such data to be used in substantially the manner used by Contractor. Also upon County's request, in lieu of return or in addition to return, Contractor must destroy

County Data, sanitize any media upon which County Data resides in accordance to NIST Special Publication 800-88 as revised; and upon County request, Contractor must provide County with a certificate of destruction in compliance with NIST Special Publication 800-88.

6.4. Disclosure Required by Law, Regulation or Court Order. In the event that Contractor is required to disclose County Data in accordance with a requirement or request by operation of Law, regulation or court order, Contractor will, except to the extent prohibited by law: (a) advise the County thereof prior to disclosure; (b) take such steps to limit the extent of the disclosure to the extent lawful; (c) afford the County a reasonable opportunity to intervene in the proceedings; and (d) comply with the County's requests as to the manner and terms of any such disclosure.

6.5. Data Integrity and Loss of County Confidential Information. Data integrity requires that data are complete, consistent, and accurate. As appropriate Contractor must implement and maintain strong, industry standard measures, such as encryption, cryptographic key systems, digital signatures, and firewalls, to maintain accuracy of County Data. Without limiting any rights and responsibilities under Section 7 of these IT Special Conditions, in the event of any disclosure, inaccuracy, or loss of, or inability to account for, any County Confidential Information, Contractor must promptly, at its own expense: (a) notify the County in writing within one (1) business day; (b) take such actions as may be necessary or reasonably requested by the County to minimize the violation; and (c) cooperate in all reasonable respects with the County to minimize any damage resulting from the violation.

6.6. Contractor Confidential Information. County must use at least the same degree of care to prevent disclosing Contractor Confidential Information to Third Parties as County exercises to avoid unauthorized disclosure, publication or dissemination of its County Confidential Information of like character.

## **7. DATA SECURITY AND PRIVACY**

7.1. General Requirement of Confidentiality and Security. Contractor is obligated to maintain the confidentiality and security of all County Confidential Information in connection with the performance of the Services. Without limiting Contractor's other obligations under this Agreement, Contractor must implement and/or use network management and maintenance applications and tools, appropriate fraud prevention and detection and encryption technologies to protect the aforementioned; provided that Contractor must, at a minimum, encrypt all Personally Identifiable Information in-transit and at-rest. Contractor must perform all Services using security technologies and techniques in accordance with industry-leading practices and the County's security policies, procedures and other requirements made available to Contractor in writing.

7.2. Security. Contractor must establish and maintain reasonable and sufficient physical, technical and procedural safeguards to preserve the security and confidentiality of County Confidential Information and to protect same against unauthorized or unlawful disclosure, access or processing, loss, destruction or damage. The safeguards must provide a level and scope of security that is not less than the level and scope required under (a) the County Policies as updated; (b) Federal Information Processing Standard 200; (c) then-current NIST 800-series standard and successors thereto; or (d) an equivalent, generally accepted, industry-standard security standards series.

7.3. Contractor Personnel. Contractor will oblige its personnel to comply with applicable Data Protection Laws and to undertake only to collect, process or use any County Data necessary to perform the Services and not to make the aforementioned available to any Third Parties except as specifically authorized hereunder. Contractor must ensure that, prior to performing any Services or accessing any County Data or other County Confidential Information, all Contractor personnel who may have access to the

aforementioned must have executed agreements concerning access protection and data/software security consistent with this Agreement.

7.4. Information Access. Contractor may not attempt to or permit access to any County Confidential Information by any unauthorized individual or entity. Contractor must provide its personnel only such access as is minimally necessary for such persons/entities to perform the tasks and functions for which they are responsible. Contractor will, upon request from the County, provide the County with an updated list of those personnel having access to County Data and the level of such access.

7.5. Encryption Requirement. Contractor must encrypt all County Confidential Information. Contractor must encrypt the aforementioned in motion, at rest and in use in a manner that, at a minimum, adheres to NIST SP 800-111, NIST SP 800-52, NIST SP 800-77 and NIST SP 800-113 encryption standards. Contractor must not deviate from this encryption requirement without the advance, written approval of the County's Information Security Office.

7.6. Updates. Contractor must provide to County, without charge, the timely application of any upgrades to software required for Services that are available to third parties. Software upgrades must include, but not be limited to, new version releases and operating system patching, as well as bug fixes.

7.7. Contractor as a Data Processor. Contractor understands and acknowledges that, to the extent that performance of its obligations hereunder involves or necessitates the processing of Personally Identifiable Information, it will act only on instructions and directions from the County.

7.8. Data Subject Right of Access and Rectification. If the County is required to provide or rectify information regarding an individual's Personally Identifiable Information, Contractor will reasonably cooperate with the County to the full extent necessary to comply with Data Protection Laws. If a request by a data subject is made directly to Contractor, Contractor will notify the County of such request as soon as reasonably practicable.

7.9. Data Minimization. Contractor must implement procedures to minimize the collection of Personally Identifiable Information.

## **8. DATA BREACH**

8.1. Notice to County. Contractor must provide the County with written notice of any Data Breach promptly following, and no later than one (1) business day following, the discovery or suspicion of the occurrence of a Data Breach. Such notice must summarize in reasonable detail the nature of the County Data that may have been exposed, and, if applicable, any persons whose Personally Identifiable Information may have been affected or exposed by such Data Breach. Contractor must not make any public announcements relating to such Data Breach without the County's prior written approval.

8.2. Data Breach Responsibilities. Upon discovery of an actual or reasonably suspected loss, or unauthorized use, access, or disclosure, of County Data, Contractor must promptly provide details regarding the incident, its mitigation efforts, and its corrective action to prevent a future similar incident. Contractor must fully cooperate with County, and is solely responsible for: (a) investigating and resolving any data privacy or security issue; (b) providing County with a root cause analysis of the breach, (c) notifying any affected persons (solely at County's direction) and governmental regulators, as applicable; and (d) recovering affected data or information, to the extent possible, and (e) provide County with a corrective action plan acceptable to County.

8.3. Notice to Impacted Parties. County has the sole right to determine (a) whether notice of the Data Breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies or others as required by law or regulation, or otherwise in County's discretion; and (b) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.

8.4. Costs. In the event of a Data Breach attributable to an act or omission of Contractor, as part of such remediation, Contractor must pay all cost and expense of County's compliance with any of County's notification obligations, as well as the cost of credit monitoring services for affected individuals.

## **9. AUDIT RIGHTS**

9.1. Service Organization Control (SOC 2), Type II Audits. Contractor must, at least once annually and at its sole cost and expense provide to the County and its auditors a SOC 2, Type II report, or equivalent, for all locations at which the County Data is processed or stored. Contractor must promptly make available to the County the results of any reviews or audits conducted by Contractor (including internal and external auditors), including SOC-2 audits, relating to Contractor's and its Subcontractors' operating practices and procedures to the extent relevant to the Services or any of Contractor's obligations under the Agreement.

9.2. Subcontractor Agreements. Contractor must ensure that all agreements with its Subcontractors performing Services under this Agreement contain terms and conditions consistent with the County's audit rights.

## **10. EXIT ASSISTANCE**

10.1. Removal of Contractor Materials. Contractor is responsible, at its own expense, for de-installation and removal from the County facilities any equipment owned or leased by Contractor, that is not being transferred to the County under the Agreement, subject to the County's reasonable procedures and in a manner that minimizes the adverse impact on the County.

## **11. MISCELLANEOUS**

11.1. Survival. Sections 1 (Definitions for Special Conditions), 5 (Intellectual Property), 9 (Data Breach), and 10 (Audit Rights) will survive the expiration or termination of this Agreement for a period of five (5) years (and Sections 6 (County Data and Confidentiality) and 13 (Miscellaneous) will survive for a period of ten [10] years) from the later of (a) the expiration or termination of this Agreement (including any Exit Assistance Period), or (b) the return or destruction of County Confidential Information as required by this Agreement.

11.2. No Limitation. The rights and obligations set forth in these IT special conditions exhibit do not limit the rights and obligations set forth in any Articles of the Professional Services Agreement. For the avoidance of doubt, the use of County in the PSA or GC will expressly include County and vice versa.

11.3. No Click-Wrap or Incorporated Terms. The County is not bound by any content on the Contractor's website, in any click-wrap or other similar document.

## **12. EPIDEMIC DISRUPTION**

12.1. Epidemic Disruption. County may suspend Services under any Statement of Work on 2 business days' written notice in case of Epidemic Disruption (as defined below). Each party's deadlines

and obligations related to performance, receipt, or support of Services will then be delayed by a period equal to the duration of such suspension, provided suspension will not delay Customer's obligations to make payments already due pursuant to the terms of this Agreement. County may end such suspension at any time on 5 business days' notice, provided Contractor may by prompt written notice delay such Services' restart date by up to 2 weeks if earlier return of staff imposes unreasonable burdens on Contractor. If performance pursuant to a Statement of Work is suspended due to Epidemic Disruption for more than 40 business days out of any 90-day period, either party may terminate such Statement of Work for convenience on 10 days' prior written notice, provided that if Provider issues such termination notice and County ends the suspension before the notice period ends, the Statement of Work will not terminate. For the avoidance of doubt: (a) termination pursuant to the preceding sentence does not release Provider from its obligations pursuant to PSA Article 10, Section g (*Cooperation*); and (b) nothing in this PSA Section limits either party's rights set forth in PSA Article 10, Section l (*Force Majeure*), including without limitation either party's right to suspend Services as a result of epidemics. ("Epidemic Disruption" occurs when County reasonably concludes (i) that risks related to an epidemic make performance, receipt, or support of Services unreasonably dangerous for either party's employees or for third parties or (ii) that government shelter-in-place orders or other government measures addressing an epidemic make performance, receipt, or support of Services unduly expensive or otherwise impractical.)

EXHIBIT 11

Economic Disclosure Statement

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

<b>Section</b>	<b>Description</b>	<b>Pages</b>
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1- 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 – 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15
6	Cook County Signature Page	EDS 16

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

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

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

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

*Applicant* means a person who executes this EDS.

*Bidder* means any person who submits a Bid.

*Code* means the Code of Ordinances, Cook County, Illinois available on municode.com.

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

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

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

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

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

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

*Lobbyist* means any person who lobbies.

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

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

*Proposal* means a response to an RFP.

*Proposer* means a person submitting a Proposal.

*Response* means response to an RFQ.

*Respondent* means a person responding to an RFQ.

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

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

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

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

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

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

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

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

**Authorized Signers of Contract and EDS Execution Page.** If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

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

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

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

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

Effective October 1, 2016 all foreign corporations and LLCs must be registered with the Illinois Secretary of State's Office unless a statutory exemption applies to the applicant. Applicants who are exempt from registering must provide a written statement explaining why they are exempt from registering as a foreign entity with the Illinois Secretary of State's Office.

**SECTION 2**

**CERTIFICATIONS**

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

**A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION**

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

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

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

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

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

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

**C. DRUG FREE WORKPLACE ACT**

**THE APPLICANT HEREBY CERTIFIES THAT:** The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

**D. DELINQUENCY IN PAYMENT OF TAXES**

**THE APPLICANT HEREBY CERTIFIES THAT:** *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

**E. HUMAN RIGHTS ORDINANCE**

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

**F. ILLINOIS HUMAN RIGHTS ACT**

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

**G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)**

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

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

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

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

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

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

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

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

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

**SECTION 3**

**REQUIRED DISCLOSURES**

**1. DISCLOSURE OF LOBBYIST CONTACTS**

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

Name	Address
N/A	
_____	_____
_____	_____
_____	_____

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

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

a) Is Applicant a "Local Business" as defined above?  
Yes:  No:

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

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

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

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

**All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.**

**4. REAL ESTATE OWNERSHIP DISCLOSURES.**

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

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

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

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

**OR:**

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

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

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

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

**COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT**

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an:  Original Statement or  Amended Statement

**Identifying Information:**

Name Voltpost, Inc.

D/B/A: \_\_\_\_\_ FEIN # Only: 86-3088581

Street Address: 205 E 42nd St, Suite 1948

City: New York State: NY Zip Code: 10017

Phone No.: 908-868-1527 Fax Number: \_\_\_\_\_ Email: luke@voltpost.com

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

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

**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 Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
Jeffrey Prosserman	41 Coolidge Avenue, Rye, NY 10580	30.50%
Joern Vicari	435 China Basin St, San Francisco, CA 94158	13.78%
Lucas Mairo	378 Sanchez St, San Francisco, CA 94114	8.56%

Stephen O-Reilly

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

Name of Agent/Nominee	Name of Principal	Principal's Address
ETI Investments GMBH	Stephen O-Reilly	610 5th Avenue, Suite 610, New York, NY 10020

3. Is the Applicant constructively controlled by another person or Legal Entity? [  ] Yes [  ] No

If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

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

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
Jeffrey Prosserman;	41 Coolidge Avenue, Rye, NY 10580;	CEO/President;	3/31/2021-Present
Lucas Mairo;	378 Sanchez St, San Francisco, CA 94114;	COO/ Treasurer;	3/31/2021-Present

**Declaration (check the applicable box):**

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

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

**COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE**

**Jeffrey Prosserman**

**CEO, President**

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

Title

*Jeffrey Prosserman*

06/18/2025

Signature

Date

**jeff@voltpost.com**

**212-444-2068**

E-mail address

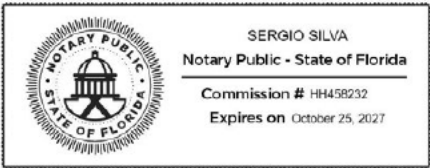
Phone Number

Subscribed to and sworn before me  
this 18th day of June, 2025.

My commission expires: 10/25/2027

X *Sergio*  
Notary Public Signature

Notary Seal



Notarized remotely online using communication technology via Proof.



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

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years.

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

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

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

Additional Definitions:

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

- Parent, Child, Brother, Sister, Aunt, Uncle, Niece, Nephew, Grandparent, Grandchild, Father-in-law, Mother-in-law, Son-in-law, Daughter-in-law, Brother-in-law, Sister-in-law, Stepfather, Stepmother, Stepson, Stepdaughter, Stepsister, Halfbrother, Halfsister

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

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

Name of Person Doing Business with the County: Voltpost Inc.

Address of Person Doing Business with the County: 12 East 49th Street, Floor 10, New York, NY 10017

Phone number of Person Doing Business with the County: (973) 525-2181

Email address of Person Doing Business with the County: jeff@voltpost.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:  
Jeffrey Prosserman, CEO/President, (973) 525-2181, jeff@voltpost.com

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

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

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: 2316-05021-B1

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 425,000.00

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

Robert Stuart, Deputy Chief Procurement Officer, robert.stuart@cookcountyil.gov

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

Jamie Meyers, Deputy Bureau Chief - Operations, jamie.meyers@cookcountyil.gov

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

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

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

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

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

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

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

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

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

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

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
---	--	--	----------------------------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
--	--	--	----------------------------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
--	--	--	----------------------------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

**VERIFICATION:** To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

*Jeffrey Prosser*

Signature of Recipient

18th June 2025  
Date

**SUBMIT COMPLETED FORM TO:** Cook County Board of Ethics  
69 West Washington Street, Suite 3040, Chicago, Illinois 60602  
Office (312) 603-4304 – Fax (312) 603-9988  
CookCounty.Ethics@cookcountyil.gov

\* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (i.e. in laws and step relations) or adoption.

SECTION 4

**COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE**

Effective May 1, 2015, every Person, ***including Substantial Owners***, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. **County reserves the right to request additional information to verify veracity of information contained in this Affidavit.**

**I. Contract Information:**

Contract Number: 2316-05021-B1

County Using Agency (requesting Procurement): \_\_\_\_\_

**II. Person/Substantial Owner Information:**

Person (Corporate Entity Name): Voltpost, Inc.

Substantial Owner Complete Name: Jeffrey Prosserman

FEIN# 86-3088581



E-mail address: jeff@voltpost.com

Street Address: 41 Coolidge Avenue

City: Rye State: NY Zip: 10580



**III. Compliance with Wage Laws:**

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

- No *Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., YES or NO*
- No *Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES or NO*
- No *Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES or NO*
- No *Employee Classification Act, 820 ILCS 185/1 et seq., YES or NO*
- No *Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or NO*
- No *Any comparable state statute or regulation of any state, which governs the payment of wages YES or NO*

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV**.

**IV. Request for Waiver or Reduction**

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

- No            There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner. YES or NO
- No            Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation. YES or NO
- No            Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default. YES or NO
- No            Other factors that the Person or Substantial Owner believe are relevant. YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

**V. Affirmation**

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: Jeffrey Prosserman Date: \_\_\_\_\_

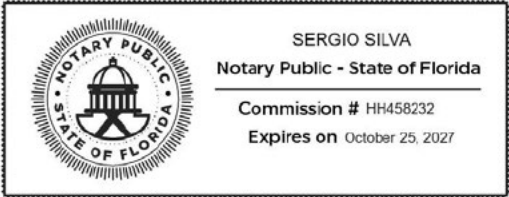
Name of Person signing (Print): Jeffrey Prosserman Title: CEO, President

Subscribed and sworn to before me this 18th day of June, 20 25

X Sergio Silva  
Notary Public Signature

Notary Seal

**Note: The above information is subject to verification prior to the award of the Contract.**



Notarized remotely online using communication technology via Proof.

SECTION 5

CONTRACT AND EDS EXECUTION PAGE

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

Execution by Corporation

Voltpost, Inc.  
Corporation's Name  
212-444-2068  
Telephone  
  
Secretary Signature

Jeffrey Prosserman *Jeffrey Prosserman*  
President's Printed Name and Signature  
jeff@voltpost.com  
Email  
06/18/2025  
Date

Execution by LLC

LLC Name  
  
Date

\*Member/Manager Printed Name and Signature  
  
Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name  
  
Date

\*Partner/Joint Venturer Printed Name and Signature  
  
Telephone and Email

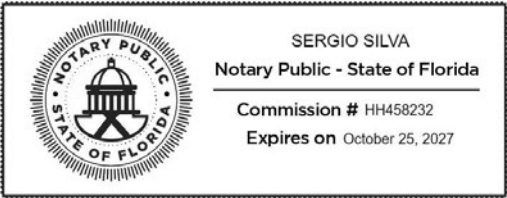
Execution by Sole Proprietorship

Printed Name Signature  
  
Date

Assumed Name (if applicable)  
  
Telephone and Email

**Subscribed and sworn to before me this**  
18th day of June, 2025.  
  
*Sergio Silva*  
Notary Public Signature

My commission expires:  
10/25/2027  
  
Notary Seal



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

