

20538

ADOPTED
BOARD OF TRUSTEES OF
COMMUNITY COLLEGE DISTRICT NO. 508

APR 6 - 1998

BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508
County of Cook and State of Illinois

**COUNTY OF COOK
AND STATE OF ILLINOIS**

TUITION WAIVER MEMORANDUM OF AGREEMENT
COOK COUNTY SHERIFF'S TRAINING BOARD
HAROLD WASHINGTON COLLEGE

THE CHANCELLOR

REPORTS

that in Board Resolution No. 16721 approved 9-3-92, the Board of Trustees authorized the granting of out of district tuition waivers for students involved in specialized programs offered to various governmental agencies provided a contract or letter of agreement exists between the agency and the City Colleges of Chicago; and

that a Memorandum of Agreement has been negotiated with the Cook County Sheriff's Training Board, for both the Department of Corrections and the Sheriff's Court Services (Training Board), for the provision of classroom instruction and in-service training for recruits and officers for a flat fee; and that said Memorandum of Agreement shall be in effect from January 1, 1998 through December 31, 1999; subject to extension provisions contained therein; and

that based on a required minimum class size of 15 students, the Cook County Sheriff's Training Board will be billed \$11,166.67 per recruit group with up to six (6) recruit classes in a year. The total amount paid by Training Board under this agreement shall not exceed \$67,000.00.

RECOMMENDS

that the Board of Trustees approves the Memorandum of Agreement with the Cook County Sheriff's Training Board for classroom instruction and in-service training services to be conducted by Harold Washington College in accordance with provisions of the Memorandum of Agreement; and authorizes the Chairman and the Assistant Secretary to execute the Memorandum of Agreement on behalf of the Board.

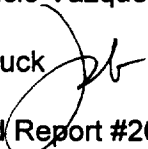
Respectfully submitted,

Wayne D. Watson
Chancellor

April 6, 1998

20538

City Colleges of Chicago

DATE: June 8, 1998
TO: Respicio Vazquez
FROM: Pat Buck 
RE: Board Report #20538 approved 4-6-98
Tuition Waivers - Cook County Sheriff's Training Board

Attached are 3 copies of the complete contract from the Cook County Purchasing Agent referencing CCC Board Report #20538 and MOA as Exhibit B.

They have requested that we execute page EF-7 and return all three copies.

Can you please review and return these to me asap?

Thanks.

me

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CONTRACT FOR SERVICE

DOCUMENT NO. 98-41-880



**TRAINING, INSTITUTIONAL CORRECTIONAL
RECRUIT PROGRAM
FOR
THE COOK COUNTY SHERIFF'S TRAINING ACADEMY**

**WITH: THE BOARD OF TRUSTEES OF COMMUNITY COLLEGE
DISTRICT NO. 508, C/O, HAROLD WASHINGTON
COLLEGE**

**BOARD OF COMMISSIONERS
COUNTY OF COOK
JOHN H. STROGER, JR., PRESIDENT**

**ISSUED BY THE
OFFICE OF THE PURCHASING AGENT**

12167

REQ. #82110017

CJ/0512

CONTRACT FOR SERVICE
PART I
AGREEMENT

This CONTRACT, is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, hereinafter the "County" and THE BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508, C/O, HAROLD WASHINGTON COLLEGE, hereinafter the "Contractor", pursuant to authorization by the Cook County Board of Commissioners on the 16th day of December, 1997, as evidenced by the Board authorization letter attached hereto as EXHIBIT "A".

WHEREAS, the County is responsible for procuring services for the COOK COUNTY SHERIFF'S TRAINING ACADEMY, hereinafter the "Using Department";

WHEREAS, the Using Department requires the following services: TRAINING, INSTITUTIONAL CORRECTIONAL RECRUIT PROGRAM ;

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

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

I. WORK PROGRAM

The Contractor agrees to perform the following services:

AS SET FORTH IN EXHIBIT "B"

II. CONTRACT PERIOD

This Contract is in effect for twelve (12) months after proper execution of the Contract by the County.

III. PAYMENT

All charges shall not exceed the amount of \$67,000.02 and shall be paid in accordance with Exhibit A. Invoices in triplicate on County Invoice Form 29A shall be submitted by the Contractor to the Using Department when requesting payment. The County shall have the right to examine the books of the Contractor for the purpose of auditing the same with reference to all charges made to the County.

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

IV. GENERAL CONDITIONS

This Contract incorporates and is subject to the provisions attached hereto as Part II, General Conditions, Contract for Service and is incorporated herein by this reference. Contractor's attention is specially directed to GC-02, Subcontracting or Assignment of Contract Funds.

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CONTRACT NO. 98-41-880

V. EXHIBITS

This Contract incorporates the following Contractor Documentation:

1. Exhibit "B"

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

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CONTRACT FOR SERVICE
PART II
GENERAL CONDITIONS
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CONTRACT FOR SERVICE
PART II
GENERAL CONDITIONS

GC-01 INDEMNIFICATION

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

GC-02 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

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

The Contractor shall identify in its proposal any and all contractors and subcontractors he intends to use in the performance of the Contract. All such persons shall be subject to the prior approval of the County. The County reserves the right to prohibit any person from entering any County facility for any reason. All contractors and subcontractors of the Contractor shall be accountable to the Director of the Using Department or his designee ("Director") while on any County property and shall abide by all security regulations imposed by the County.

GC-03 INDEPENDENT CONTRACTOR STATUS

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

GC-04 MATERIALS INSPECTION AND RESPONSIBILITY

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

GC-05 INSURANCE

Contractor shall purchase and maintain during the term of this Contract insurance coverage which will satisfactorily insure him against claims and liabilities which could arise because of the performance of the Contract. Such insurance shall include, but not be limited to, Workers' Compensation and Employer's Liability, Auto Liability, Professional Liability and Commercial General Liability, including broad form Contractual and Product Liability. The provision of this paragraph shall not be deemed to limit the liability of Contractor hereunder or to limit any rights that Contractor or County may otherwise have.

GC-06 TAXES

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-01.

GC-07 PRICE REDUCTION

The County is to be considered a most favored customer of the Contractor. If any time during the term of the Contract any other customer of Contractor is given a lower price than that charged to the County on any materials or services similar in scope, size, contractual requirements and function to those provided herein, the County will be entitled to that price. If at any time after the date of submission of Contractor's proposal, Contractor makes a general price reduction in the price of any goods and services covered by the Contract, the equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the Contract period. Such price reductions shall be effective at the same time and in the same manner as the reduction in the price to customers generally.

GC-08 CONTRACTOR CREDITS

To the extent the Contractor gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, (the "credits") such credits belong to the County and not the Using Department or any other County department. Contractor shall report any such credits to the Purchasing Agent.

GC-09 DISPUTES

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

GC-10 DEFAULT

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract where Contract

failed to cure such breach within ten (10) days after written notice is given to Contractor by the County, setting forth the nature of such breach.

County shall be in default hereunder if any material breach of the Contract by County occurs which is not cured by the County within ninety (90) days after written notice has been given by Contractor to the County, setting forth the nature of such breach.

GC-11 COUNTY'S REMEDIES

Following notice of a material breach or notice of default to Contractor, the County reserves the right to withhold payments owed to Contractor until such time as Contractor has cured the breach or noncompliance which is the subject matter of the notice. If the Contractor fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-10, Default, the County shall have the right to terminate this Contract provided, however, that County shall give Contractor five (5) days prior written notice of termination.

In the event of termination, the County reserves the right to elect to continue using the Contractor's services in whole or in part for the period of time necessary to allow the County to obtain and implement replacement services. During such transition period all terms and conditions of the Contract shall be in full force and effect. The County may elect to continue using Contractor's existing services in full; increase monitoring and oversight of Contractor's operations; or substitute the County's designees for the Contractor's personnel utilizing Contractor's facilities pending the implementation of replacement services. Any payments due Contractor will be prorated based on the services Contractor is then providing. Contractor will agree to cooperate with the implementation of the replacement services should the County so request. After the County has secured replacement services and such services are operational, the Contractor shall promptly remove any and all of Contractor's personnel, products and equipment, unless such items remain with the County pursuant to the terms of this Contract.

In addition, the County shall have the right to pursue all remedies in law or equity.

GC-12 CONTRACTOR'S REMEDIES

If the County has been notified of default and fails to remedy a material breach during the ninety (90) day cure period pursuant to General Condition GC-10, Default, the Contractor shall have the right to terminate this Contract providing, however, that Contractor shall give the County thirty (30) days prior written notice of termination. In the event of termination the County shall be given the right to continue using the Contractor's services in full for a reasonable period of time until the County shall have replaced such services. Contractor will agree to cooperate with the implementation of the replacement services should the County so request. During such transition period all terms and conditions of the Contract shall remain in full force and effect. After replacement services have been secured and are operational the Contractor shall promptly remove any and all of Contractor's personnel, products and equipment, unless such items remain with the County pursuant to the terms of this Contract.

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

GC-13 DELAYS

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

GC-14 MODIFICATIONS AND AMENDMENTS

The parties may from time to time during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing. No such modifications and amendments which individually or cumulatively result in additional cost of \$10,000.00 or greater or which extend the term of the Contract by thirty (30) days or more shall be deemed as authorized without the advance approval of the Cook County Board of Commissioners. Modifications and amendments which increase cost by less than \$10,000.00 or which do not extend the term of the Contract by more than thirty (30) days may only be made with the advance written approval of the Purchasing Agent.

Contractor is hereby notified that except for the specific changes listed in the following paragraph, no County department or employee thereof has authority to make any modification or amendment to this Contract. Any modification or amendment to this Contract except as provided for in the following paragraph made without the express written approval of the Purchasing Agent is void and unenforceable.

The Director may, by written order, make changes with respect to the times of delivery and the places of performance thereof. Any such change shall not cause an increase or decrease the Contract price or the time required for Contract performance.

GC-15 PERSONNEL

The quality, experience and availability of personnel employed by the Contractor is of the essence. The Contractor shall provide the County with a list of all key personnel to be used on the project and their designated assignment. The list shall include the qualifications of each person named. The County may at any time request, in writing, the Contractor to remove any of the Contractor's assigned personnel for cause and forthwith furnish to the County other acceptable personnel with thirty (30) days of notification. Notwithstanding the County's approval of Contractor's personnel, the Contractor shall be fully responsible to County for all work performed pursuant to this Contract by Contractor's employees, subcontractors or others who may be retained by the Contractor with the approval of the County.

GC-16 PATENTS, COPYRIGHTS AND LICENSES

Contractor agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other intellectual property right. Where applicable, the County shall notify Contractor in writing of any such suit or proceeding or significant threat thereof and hereby agrees to give Contractor information and reasonable assistance for the defense. In the event the use of any equipment, hardware or software or any part thereof is enjoined, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Contractor's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the specifications as provided in this Contract; or to modify the system or its component parts so that it becomes non-infringing while performing in a substantially similar manner to the original system, meeting the specifications of this Contract.

GC-17 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

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

All documents, data, studies, reports, work product or product created as a result of the performance of services under this Contract (the "Documents") shall be the property of the County. It shall be a breach of this Contract for the Contractor to reproduce or use, any Documents, or product obtained from the County, for its own purposes or for that of any third party. During the performance of the services herein provided for, the Contractor shall be responsible of any loss or damage to the Documents while they are in his possession, and any such Document lost or damaged shall be restored at the expense of the Contractor. Full access to the Contractor's work during the preparation of the Documents shall be available to the County and other interested public agencies. In the event Contractor utilizes any of his own proprietary of confidential information in whatever form, in the performance of duties under this Contract, it must be clearly marked as such.

GC-18 AUDIT; EXAMINATION OF RECORDS

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

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

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

GC-19 COMPLIANCE WITH LAWS

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract, including but not limited to those County Ordinances set forth in the Certification attached hereto and incorporated herein. Assurance of compliance

with this requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor. The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

GC-20 CONDUCT OF THE CONTRACTOR

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. The Contractor shall take notice of and comply with the Cook County Lobbyist Registration Ordinance (No. 93-0-22, 6-22-93). The Contractor shall not, under circumstances which might reasonably be interpreted as an attempt to influence the recipient in the conduct of its duties, accept any gratuity or special favors from individuals or organizations with whom the Contractor is doing business or proposing to do business, under the Contract. The Contractor shall not use for personal gain or make other improper use of privileged information which is acquired in connection with the Contract.

GC-21 ACCIDENT REPORTS

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

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

GC-22 USE OF PREMISES

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

GC-23 GENERAL NOTICE

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

TO THE COUNTY:

PURCHASING AGENT
County of Cook
Room 1018 County Building
118 North Clark Street
Chicago, Illinois 60602
(Reference County Contract Number)

TO THE CONTRACTOR:

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

GC-24 TERMINATION FOR CONVENIENCE

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor. If the Contract is terminated by the County, the Contractor shall deliver to the County all finished or unfinished Documents prepared by the Contractor under this Contract and these shall be and become the property of the County. Payment for the work performed before the effective date of such termination shall be based upon an estimate of the services/materials actually performed/supplied by the Contractor to the date of termination. Such payment made to the Contractor shall be in full settlement for services rendered under this Contract.

GC-25 GUARANTEES AND WARRANTIES

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

GC-26 STANDARD OF MATERIALS

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

GC-27 DELIVERY

All materials shipped to the County shall be shipped F.O.B. designated location, County of Cook, Illinois. If delivery is made by truck, arrangements shall be made in advance by the Contractor in order that the County may arrange for receipt of the materials. Truck deliveries will be accepted before 3:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or County Holidays. The County is not responsible for delivery delays due to waiting times for loading and unloading at dock locations.

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

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

GC-28 QUANTITIES

The quantities of services and/or materials required for the performance of the Contract are estimates for the purpose of determining an approximate contract amount and may not be the actual quantities required during the term of the Contract. The County reserves the right to increase or decrease the quantities at the contract price, to correspond to the actual needs of the County. The County will be obligated to order and pay for only such quantities

as are from time to time ordered, delivered, and accepted on purchase orders issued by the Office of the Purchasing Agent.

GC-29 GOVERNING LAW

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

GC-30 WAIVER

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

GC-31 ENTIRE CONTRACT

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

GC-32 FORCE MAJEURE

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

GC-33 CONTRACT INTERPRETATION

Whenever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others. If any language is stricken or deleted from this contract, such language shall be deemed never to have appeared herein and no connotations or inferences shall be drawn therefrom. The headings of articles, paragraphs and sections in this Contract are included for convenience only and shall not be considered by either party in construing the meaning of this Contract. If any provision or clause of this Contract shall be held to be invalid, such provision or clause shall be deleted from the Contract and the Contract shall be construed to give effect to the remaining portions thereof.

GC-34 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 10, SECTION 43.1 - 43.10

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, as both prime and subcontractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women-owned Business Enterprises (WBE). In furtherance of this policy, the Cook County

Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes a "best efforts" goal of awarding not less than thirty-five (35%) of the annual total dollar amount of professional and consulting service contracts and sole source agreements to certified MBEs and WBEs.

- B. A contractor may achieve the contract MBE/WBE participation goals by its status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs or WBEs; by entering into a Mentor-Protege Agreement with a MBE or WBE; by the indirect participation of MBEs or WBEs in other aspects of the contractor's business; or by a combination of the foregoing.
- C. A contractor's failure to carry out its MBE/WBE commitments in the course of a contractor's performance shall constitute a material breach of the contract, and if such breach is not appropriately cured, may result in the termination of the contract or such other remedy authorized by the Ordinance as the County deems appropriate.

II. REQUIRED SUBMITTALS

To be considered responsive to the requirements of the Ordinance: (a) a contractor for professional and consulting service contracts shall submit items A, B and C listed below; and (b) a contractor for sole source agreements, shall submit items A and B listed below. All documentation submitted by a contractor shall be reviewed by the Contract Compliance Administrator. Failure to submit one of the items required in accordance with these general conditions shall be cause to consider the contractor's proposal non-responsive and be rejected.

A. Affirmative Action Plan

Each contractor shall submit with its proposal, a copy of its current internal affirmative action plan. If contractor has no internal affirmative action plan, contractor shall submit a statement stating why contractor has no such plan. In lieu of an internal affirmative action plan, a contractor may submit a copy of its current Letter of Compliance for the United States Department of Labor, Office of Federal Contract Compliance Programs.

B. Contractor's MBE/WBE Efforts Documentation

Each contractor shall submit with its proposal, supporting documentation which evidences efforts the contractor has taken in attempting to achieve the County's "best efforts" MBE/WBE participation goals.

C. Contractor's Statement - Use of MBE/WBE Professionals

Each contractor shall submit with its proposal, a statement which discloses how the contractor intends to maximize the use of its MBE/WBE professionals in the course of performing the contract.

III. NON-COMPLIANCE

If the County of Cook determines that the contractor has failed to comply with its contractual commitments or any portion of the Ordinance, it will notify the contractor of such non-compliance and may take any and all appropriate actions as set forth within the Ordinance.

IV. REPORTING/RECORD-KEEPING REQUIREMENTS

The contractor shall comply with the reporting and record-keeping requirements as may be established by the Contract Compliance Administrator. Upon award of a contract, contractor is responsible for acquiring all necessary County reporting and record-keeping forms which will be made available in the Office of Contract Compliance.

V. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as otherwise required by law as they relate to contractor and subcontractor obligations.

GC-35 YEAR 2000 COMPLIANCE WARRANTY

This General Condition shall apply to all procurements of computerized equipment, computer hardware, software and related ancillary devices and any professional consulting services related thereto.

Contractor warrants fault-free performance and fault-free result in the processing date and date-related data (including, but not limited to calculating, comparing and sequencing) of all hardware, software and firmware products delivered and services provided under this Contract, individually or in combination, as the case may be from the effective date of this Contract. Contractor warrants the Year 2000 calculations will be recognized and accommodated and will not, in any way, result in hardware, software or firmware failure. The County, at its sole option, may require Contractor, at any time, to demonstrate the procedures it intends to follow in order to comply with all the obligations contained herein.

Contractor's warranty apply to products provided by the Contractor, its sub-contractor(s) or any third party(s) involved in the creation of the products to be delivered to the County under this Contract.

Contractor's warranty is separate and distinct from any other warranty specified in this Contract, and is not subject to any disclaimer of warranty or limitation of the Contractor's liability which may be specified in this Contract, its exhibits, attachments, schedules, or any document incorporated in this Contract by reference.

In the event of any hardware or software program failure related to time and date related codes and internal sub-routines that impede the hardware or software programs from operating beyond the millennium date change (Year 2000), Contractor shall immediately make all required corrections to restore the hardware, software and firmware programs to the same level of functionality as warranted herein at no charge to the County, and without interruption to the ongoing business of the County, time being of the essence. In the event Contractor fails to cure any such hardware or software failure, the County shall have the right to pursue all remedies at law or in equity and those remedies expressly set forth within this Contract including, but not limited to, its right to terminate for default. Nothing in this warranty shall be construed to limit any rights or remedies the County may otherwise have under this Contract with respect to defects other than Year 2000 performance.

END OF SECTION

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CONTRACT NO. 98-41-880

SPECIFICATIONS AND AGREEMENT

The undersigned declares that he has carefully examined the Agreement Form, General and Special Conditions and Specifications identified as Contract Document Number 97-41-880 for TRAINING, INSTITUTIONAL CORRECTIONAL RECRUIT PROGRAM for the COOK COUNTY SHERIFF'S TRAINING ACADEMY, as prepared by Cook County and that he has familiarized himself with all of the conditions under which it must be carried out and understands that by this agreement he waives all right to plead any misunderstanding regarding the same.

<u>ITEM NO.</u>	<u>UNIT OF MEASURE</u>	<u>QTY.</u>	<u>DESCRIPTION</u>
1.	JOB	6	TRAINING SESSION/ "INSTITUTIONAL CORRECTIONAL RECRUIT PROGRAM" AND IN- SERVICE TRAINING, UP TO SIX RECRUITS PER SESSION, AS PER EXHIBIT "B" HEREIN.
			<u>\$11,116.67/JOB</u>
			<u>\$67,000.02/TOTAL</u>

GRAND TOTAL
NOT TO EXCEED: \$67,000.02

NOTE: DO NOT SERVICE UNTIL NOTIFIED BY DEPARTMENT.

CONTRACT PERIOD: JANUARY 1, 1998 THRU DECEMBER 31, 1998

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CONTRACT NO. 98-41-880

EXHIBIT "A"

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OFFICE OF THE COUNTY CLERK - CLERK OF THE BOARD

AGENDA TRANSMITTAL FORM / REQUEST FOR BOARD MEETING OF 12 16 97

Using Agency Department of Administrative and Support Services Date: 11/19/97 Purchase Requisition No. 82110016

This form must be used to place business transactions (itemized below) on the agenda for the Cook County Board of Commissioners. All questions must be answered in order for your request to be placed on the Board Agenda.

- 1. Describe item (name/quantity) or service requested: Requesting authorization for the Purchasing agent to enter into a contract with Harold Washington College, Chicago, Illinois, for training of Sheriff's Department personnel. They will provide a specialized college cred program entitled "Institutional Correctional Recruit Program" and in-service training delivered through Public Agency and Special Programs of Harold Washington College. This in-Service training will be offered to Department of Corrections and Court Services employees.
2. What type of transaction are you requesting?

- A. () Advertise for bids (go directly to question 5)
B. (X) Enter into a contract
C. () Renewal of existing contract

You may check more than one of the following if applicable:

- D. () Increase dollar amount of existing contract
E. () Extend time period on existing contract

3. If you checked 2B through 2E, you must complete all of the following questions:

A. Vendor name and address: Harold Washington College
30 East Lake Street
Chicago, Illinois 60601

If you are requesting to enter into a contract with a specific company or individual, you must explain why this company or individual is the only one capable of supplying the products or services. Likewise, you must explain why a renewal or extension is necessary in lieu of rebidding:

B. Reason: The faculty and staff of Harold Washington College are academically qualified, possess expertise in the criminal justice field, offer flexible scheduling, constant coordination with our staff and curriculum development, and joint participation in student activities and evaluation. The Sheriff's Department has developed a working relationship with the College which involves the development of specialized programs to satisfy the educational needs particular to a correctional and law enforcement environment

4. If you checked 2C through 2E above, you must complete the following:

Contract No.: _____

Amount of original Board approved contract: \$ _____

Board Approval Date ____/____/____

APPROVED BY BOARD COUNTY COMMISSIONERS
DEC 16 1997
COM _____

5. Expiration date of current contract (if applicable): 12 / 31 / 97

Dates of proposed contract (if applicable): 1 / 1 / 98 from 12 / 31 / 98 to

6. Fiscal Impact: 67,000.00 Budget Account 211-186 Account Description Training

A. Amount of new contract increase: \$ _____

B. Amount of above applicable to initial fiscal year: \$ 67,000.00

NAME John Robinson

PHONE NUMBER 603-6435

TITLE Undersheriff

SIGNATURE John Robinson

(if there are insufficient funds available in the indicated budget account, please complete the reverse side, per request of the President of the Board).

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CONTRACT NO. 98-41-880

EXHIBIT "B"

Cook County Sheriff's Training Institute

AGREEMENT FOR SERVICES

This agreement entered into this _____ day of _____, 1998 represent the understanding between the **Cook County Sheriff's Training Institute**, (hereafter referred to as "Institute") and **Board of Trustees of Community College District No. 508, County of Cook and State of Illinois** (hereafter referred to as "Contractor"), for the **Contractor** to provide a needs assessment and instructional services to said Institute between January 1, 1998 and December 31, 1998 as follows:

COURSES TO BE PROVIDED:

Contractor shall conduct classes for up to six (6) recruit groups per Academy for the Institute's Department of Corrections and Court Services Academies. **Contractor** shall also conduct In-Service for Department of Corrections' Supervisors, one (1) day per month, between January 1, 1998 and December 31, 1998.

Classes conducted for each recruit group will contain the following blocks of instruction as mandated by the Illinois Law Enforcement Training and Standards Board. Lesson Plans will be submitted for each course of instruction. Materials and reference books will be current and occupationally relevant.

COURSES:**DEPARTMENT OF CORRECTIONS:**

Corrections Law	3 Credit Hours
Report Writing	3 Credit Hours
Social Psychology	3 Credit Hours
TOTAL CREDIT HOURS PER RECRUIT GROUP	9 Credit Hours

Report Writing	8 Instructional Hours
TOTAL HOURS PER SUPERVISORS IN-SERVICE	8 Instructional Hours

DEPARTMENT OF COURT SERVICES:

Social Psychology	3 Credit Hours
TOTAL CREDIT HOURS PER RECRUIT GROUP	3 Credit Hours

COMPENSATION:

The **Institute** shall pay **Contractor** at the rate of \$11,166.67 per recruit group up to a maximum of six (6) recruit classes from Department of Corrections, Court Services and In-Service. Payment shall be due upon completion **Institute** is responsible for the purchase of books, materials and payment of other fees associated with the aforementioned college credit courses and/or in-service

Agreement for Services Page 2

training. Total amount paid by the **Institute** to **Contractor** under this agreement shall not exceed \$67,000.00. (\$11,166.67 X 6 recruit classes)

INSURANCE/INDEMNIFICATION:

Institute certifies that it is self-insured and/or shall maintain general liability insurance withing acceptable limits (\$1,000,000/\$3,000,000) during the term of this agreement. The **Institute** will indemnify and hold the **Contractor** harmless against all claims, actions and judgments for personal injury or property damage due to the negligent acts or omissions of **Institute**, its agents, employees or invitees.

RESERVATIONS:

The **Institute** reserves the right to cancel recruit group classes in the event of low enrollment and **Contractor** shall be paid for only those recruit group classes for which services are provided.

TERM:

This agreement is effective January 1, 1998 through December 31, 1998 unless either party terminates this agreement upon thirty(30) days written notice. However, in the event date of termination occurs after commencement of a course, termination shall be effective upon conclusion of the course. **Institute** agrees to pay all monies due and owing to **Contractor** at the time of termination.

NOTICE:

All notices required hereby are to be sent by first-class prepaid, registered mail, return receipt requested, and are effective upon receipt. Notices to the **Contractor** are to be sent to:

**Wayne Watson, Chancellor
City Colleges of Chicago
226 West Jackson Blvd., 14th Floor
Chicago, Illinois 60606**

An additional notification should be sent by regular mail to:

**Nancy DeSombre, President
Harold Washington College
30 E. Lake St.
Chicago, Illinois 60601**

Notices to **Institute** are to be sent to:

GOVERNMENT BODY:

The Institute understands that Contractor is a body politic and corporate subject to Illinois law, including but not limited to the Illinois Public Community College Act and the Rules for the Management and Government for the City Colleges of Chicago. This Agreement is subject to the Contractor's compliance with all relevant federal, state, and local laws, including but not limited to Illinois law, Contractor's Board Rules and Policies, and/or rules and regulations applicable to Contractor, Contractor's grant agreements and Contractor's collective bargaining agreements, which are applicable to the performance under this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written above.

**BOARD OF COMMUNITY COLLEGE DISTRICT NO. 508
COUNTY OF COOK, STATE OF ILLINOIS**

Approved as to
Legal Form:

By:

[Signature] APR 6 - 1998
Chairman

Attest:

[Signature]
Assistant Secretary

[Signature]
General Counsel

COOK COUNTY SHERIFF'S TRAINING INSTITUTE

By:

[Signature] Underhill
Chair of Training Inst Board
(President, Chief Executive Officer)

Attest:

[Signature]

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EXECUTION FORMS

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CONTRACTOR CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND COOK COUNTY ORDINANCES. CONTRACTOR IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO EXECUTION OF THIS CONTRACT. EXECUTION OF THE CONTRACT SHALL CONSTITUTE EXECUTION OF THESE CERTIFICATIONS AND SHALL ALSO CONSTITUTE A WARRANTY BY CONTRACTOR THAT ALL THE STATEMENTS SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE AND CORRECT STATEMENTS. CONTRACTOR IS HEREBY NOTIFIED THAT FAILURE TO EXECUTE THESE CERTIFICATIONS SHALL RESULT IN DISQUALIFICATION FROM ELIGIBILITY FOR THE AWARD OF THIS CONTRACT. CONTRACTOR IS FURTHER NOTIFIED THAT IN THE EVENT THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THE CONTRACT SHALL BE SUBJECT TO TERMINATION.

A. COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-7.1.

Chapter 10, Section 10-7.1. of the Ordinances and Resolutions of the County of Cook provide as follow:

10-7.1. - 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, if that person or business entity,

- (a) 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 or local government or school district in the State of Illinois in that officer's or employee's official capacity.
- (b) Has been convicted of an act committed, within the State of Illinois, 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.
- (c) Has been convicted of bid-rigging or attempting to rig bids under the laws of the State of Illinois,
- (d) Has been convicted of an act committed, within the State of Illinois, 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.
- (e) Has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois.
- (f) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois,
- (g) Has made an admission of guilt of such conduct as set forth in subsections (a) through (f) 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,
- (h) Has entered a plea of nolo contendere to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (a) through (f) above. (Ord. 7-2-79, p. 4213.)

THE UNDERSIGNED HEREBY CERTIFIES THAT:

(1) the entity on whose behalf this certification is submitted has not been convicted, or entered a plea of nolo contendere, or made an admission of guilt to any act described in Chapter 10, Section 10-7.1. (a) through (h) of the Ordinances and Resolutions of the County of Cook;

(2) the owner, partner or shareholder who controls, directly or indirectly, twenty percent (20%) or more of the business entity has not been convicted or entered a plea of nolo contendere or made an admission of guilt to any act described in Chapter 10, Section 10-7.1. (a) through (h);

(3) it does not employ as an officer, any individual who was an officer of another business entity at the time the latter business entity committed a disqualifying act described in Chapter 10, Section 10-7.1. (a) through (h);

(4) it does not have an owner who controls, directly or indirectly, twenty percent (20%) or more of the business who was an owner who, directly or indirectly, controlled twenty percent (20%) or more of a business entity at the time the latter committed a disqualifying act described in Chapter 10, Section 10-7.1. (a) through (h).

B. BID-RIGGING OR BID ROTATING.

In accordance with Public Act 85-1295 (as amended by Public Act 86-150) Section 33E-11 (Illinois Compiled Statutes, 720ILCS 5/33 E-11).

THE UNDERSIGNED HEREBY CERTIFIES THAT: it is not 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

In accordance with Public Act 86-1459 (Illinois Compiled Statutes, 30 ILCS 580/2-11).

THE UNDERSIGNED HEREBY CERTIFIES THAT: it will provide a drug free workplace as per the requirements of Public Act 86-1459.

D. COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1.

Cook County Ordinance Chapter 10, Section 10-6.1 provides that no person or business entity shall be awarded a contract or subcontract for goods or services with the County of Cook that is delinquent in the payment of any tax (including real estate tax) or fee administered by the County of Cook.

THE UNDERSIGNED HEREBY CERTIFIES THAT: it is not delinquent in the payment of any tax or fee administered by the County of Cook (including real estate tax) unless such tax is being contested in accordance with the procedures established by County Ordinance.

E. COOK COUNTY HUMAN RIGHTS ORDINANCE (adopted March 16, 1993)

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.

THE UNDERSIGNED HEREBY CERTIFIES THAT: it is in compliance with these policies and it is in agreement to abide by such policies as a part of its contractual obligations.

F. ILLINOIS HUMAN RIGHTS ACT

In accordance with Public Act 81-1216 (Amended by P.A. 87-1257) (Illinois Compiled Statute, 775 ILCS 5/2-105).

THE UNDERSIGNED HEREBY CERTIFIES THAT: it is in compliance with the Act and is in agreement to abide by the requirements of the Act as part of its contractual obligations.

G. COOK COUNTY MACBRIDE ORDINANCE (adopted May 16, 1995)

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

THE UNDERSIGNED HEREBY CERTIFIES THAT: it is in full compliance with the provisions of this Ordinance and is in agreement to abide by the requirements of the MacBride Principles for Northern Ireland as part of its contractual obligations.

H. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (adopted November 18, 1997)

Effective July 1, 1998 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.

"Applicant" means any person or business entity, including all Substantial Owners, seeking issuance of a County Privilege or renewal of an existing County Privilege from the County. This term shall not include any political subdivision of the federal or state government, including units of local government, and not-for-profit organizations.

"County Privilege" means any business license, including but not limited to liquor dealers' licenses, packaged goods licenses, tavern licenses, restaurant licenses, and gun licenses; real property license or lease; permit, including but not limited to building permits, zoning permits or approvals; environmental certificate; County HOME Loan, and contracts exceeding the value of \$10,000.00.

"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.

In this regard, please provide the name and social security number of each Substantial Owner of the business entity, the name of which appears on the execution page.

If not applicable (ie. there are no Substantial Owners as defined above) you must indicate below that "there are no Substantial Owners as defined above".

Substantial Owner Name	Substantial Owner Social Security Number	Date of Birth
_____	_____	_____

Home Address: _____

City, State, Zip: _____

Home Phone#: _____

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Substantial Owner
Name

Substantial Owner
Social Security Number

Date of Birth

Home Address: _____

City, State, Zip: _____

Home Phone#: _____

Substantial Owner
Name

Substantial Owner
Social Security Number

Date of Birth

Home Address: _____

City, State, Zip: _____

Home Phone#: _____

Substantial Owner
Name

Substantial Owner
Social Security Number

Date of Birth

Home Address: _____

City, State, Zip: _____

Home Phone#: _____

THE UNDERSIGNED HEREBY CERTIFIES THAT: he/she has personal knowledge of the information provided above and that the information provided is correct.

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EXECUTION BY A SOLE PROPRIETOR

The undersigned acknowledges receipt of a full set of Contract Documents for Contract Number _____ and Addenda Number(s) _____ (None unless indicated here). The undersigned makes the foregoing Proposal subject to all of the terms and conditions of the Contract Documents. The undersigned certifies that all of the foregoing statements of the Contractor Certifications are true and correct. The undersigned warrants that all of the facts and information submitted by the undersigned in connection with this Proposal are true and correct. Upon award and execution of the Contract by the Cook County Board of Commissioners, the undersigned agrees that execution of this Proposal shall stand as the undersigned's execution of the Contract.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FTEIN/SSN: _____

FAX NUMBER: _____

*** COMPLETE LIST OF REAL ESTATE OWNED IN COOK COUNTY:**

PERMANENT INDEX NUMBER(S): _____

IF NOT APPLICABLE, YOU MUST INDICATE THAT IT IS NOT APPLICABLE (ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS).

****COOK COUNTY BUSINESS REGISTRATION NUMBER:** _____

SOLE PROPRIETOR'S SIGNATURE: X _____

Date : _____

Subscribed and Sworn to

before me this _____ day

of _____

My commission expires:

X _____
Notary Public Signature

Notary Seal

*** REQUIRED PER COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1.**

**** If you are operating under an assumed name, provide the Cook County Registration Number hereunder as provided by Illinois Compiled Statutes, 805 ILCS 405/1.**

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

The undersigned acknowledges receipt of a full set of Contract Documents for Contract Number _____ and Addenda Number(s) _____ (None unless indicated here). The undersigned makes the foregoing Proposal subject to all of the terms and conditions of the Contract Documents. The undersigned certifies that all of the foregoing statements of the Contractor Certifications are true and correct. The undersigned warrants that all of the facts and information submitted by the undersigned in connection with this Proposal are true and correct. Upon award and execution of the Contract by the Cook County Board of Commissioners, the undersigned agrees that execution of this Proposal shall stand as the undersigned's execution of the Contract.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FREN/SSH: _____

CONTACT PERSON: _____ FAX NUMBER: _____

*** COMPLETE LIST OF REAL ESTATE OWNED IN COOK COUNTY:**

PERMANENT INDEX NUMBER(S): _____

IF NOT APPLICABLE, YOU MUST INDICATE THAT IT IS NOT APPLICABLE (ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS).

**** COOK COUNTY BUSINESS REGISTRATION NUMBER:** _____

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

***** BY: X** _____ **Date:** _____

Date : _____

Subscribed and Sworn to

before me this _____ day

of _____

My commission expires:

X _____
Notary Public Signature

Notary Seal

*** REQUIRED PER COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1.**

**** If you are operating under an assumed name, provide the Cook County Registration Number hereunder as provided by Illinois Compiled Statutes, 805 ILCS 405/1.**

***** Attach hereto a partnership resolution or other document authorizing execution of this Proposal on behalf of the Partnership.**

EXECUTION BY A CORPORATION

The undersigned acknowledges receipt of a full set of Contract Documents for Contract Number _____ and Addenda Number(s) _____ (None unless indicated here). The undersigned makes the foregoing Proposal subject to all of the terms and conditions of the Contract Documents. The undersigned certifies that all of the foregoing statements of the Contractor Certifications are true and correct. The undersigned warrants that all of the facts and information submitted by the undersigned in connection with this Proposal are true and correct. Upon award and execution of the Contract by the Cook County Board of Commissioners, the undersigned agrees that execution of this Proposal shall stand as the undersigned's execution of the Contract.

BOARD OF TRUSTEES OF

BUSINESS NAME: COMMUNITY COLLEGE DISTRICT NO 508
COUNTY OF COOK AND STATE OF ILLINOIS
BUSINESS ADDRESS: 226 WEST JACKSON BLVD.
CHICAGO, ILLINOIS 60606
BUSINESS TELEPHONE: _____ FAX NUMBER: _____
CONTACT PERSON: _____

FED: 136260623681 *IL CORPORATE FILE NUMBER: _____

** COMPLETE LIST OF REAL ESTATE OWNED IN COOK COUNTY

PERMANENT INDEX NUMBERS(S): _____

IF NOT APPLICABLE, YOU MUST INDICATE THAT IT IS NOT APPLICABLE
(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS).

LIST ALL CORPORATE OFFICERS:

CHAIRMAN: _____
PRESIDENT: Ronald J. Gidwitz VICE PRESIDENT: James A. Dyson
SECRETARY: Terry E. Newman TREASURER: Dolores Javier

***SIGNATURE OF PRESIDENT: X _____ CHAIRMAN OF THE BOARD

ATTEST: X _____ (CORPORATE SECRETARY)

Subscribed and Sworn to
before me this _____ day
of _____

My commission expires:

X _____
Notary Public Signature

Notary Seal

* If the corporation is not registered in the State of Illinois, a copy of your certificate of good standing from the State in which you are incorporated, is to be submitted with your Proposal.

** Required per COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1.

*** In the event that this Proposal is executed by someone other than the President and Secretary, attach hereto a certified copy of the corporate by-laws or other authorization by the corporation which authorizes such persons to execute this Proposal on behalf of the corporation.

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PROPOSAL ACCEPTANCE

The undersigned on behalf of the County of Cook, a body politic and corporate of the State of Illinois, hereby accept the foregoing Proposal as identified in the Contract Documents for Contract Number _____.

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

TOTAL AMOUNT OF CONTRACT: \$ _____
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

DATED AT CHICAGO, ILLINOIS THIS _____ DAY

OF _____, 19 _____

PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

COOK COUNTY PURCHASING AGENT

COOK COUNTY COMPTROLLER

APPROVED AS TO FORM:

ASSISTANT STATE'S ATTORNEY