



Request for Qualifications

Issued by the Cook County Land Bank Authority

1 – 4 Unit Residential Property Condition Inspection Services

(Licensed Home Inspectors)

For

Cook County Land Bank Authority

Responses to be submitted in electronic format (Adobe PDF preferred) and submitted to: info@CookCountyLandBank.org

Table of Contents

- 1) Instructions to Respondents**
 - a) Definitions**
 - b) Content of Responses**
 - c) Respondent Warrantees**
 - d) Important Dates & Submission of Responses**
 - e) Modification of Responses**
 - f) Acceptance of Responses**
 - g) Notices**
 - h) Cooperation with the Inspector General**

- 2) COUNTY ORDINANCE REQUIREMENTS**
 - a) Living Wage**
 - b) Prevailing Wage**
 - c) Federal Prevailing Wage**
 - d) Prevailing Wages for Covered Services**
 - e) Recycled Products**
 - f) Predatory Lenders**
 - g) Percentage of Work of Public Works Projects to be Performed by County Residents**
 - h) Re-Entry Employment Proposal Incentive**
 - i) Compliance with Child Support Orders**
 - j) Minority and Women Owned Business Enterprises**
 - k) Local Business Preference**
 - l) Veteran's Preferences and Incentives**

- 3) General Conditions**
 - a) Subcontracting or Assignment of Contracts**
 - b) Indemnification**
 - c) Payment**
 - d) Prepaid Fees**
 - e) Price Reduction**
 - f) Disputes**
 - g) Modifications and Amendments**
 - h) Default**
 - i) Cook County Land Bank Authority Remedies**
 - j) Contractor's Remedies**
 - k) Delays**
 - l) Patents, Copyrights, and Licenses**
 - m) Compliance with Laws**
 - n) Termination for Convenience**
 - o) Guarantees and Warrantees**
 - p) Standard of Contract Goods**
 - q) Confidentiality and Ownership of Documents**
 - r) Audit: Examination of Records**
 - s) Entire Contract**
 - t) Force Majeure**

4) Special Conditions

- a) Scope**
- b) Value of the Project**
- c) Method for Payment**
- d) Contract Period**
- e) Background on the Cook County Land Bank Authority**
- f) Contractor Requirements and Addendum GC-15**
- g) Report Requirements**
- h) Delivery cost**

5) Economic Disclosure Statement and Execution Documents

1) INSTRUCTIONS TO RESPONDENTS

a) Definitions

- i) Respondent shall mean the individual or business submitting a Response to supply the services requested in the RFQ
- ii) Response shall mean the complete response submitted by the Respondent to provide the service, which constitutes an offer to contract with CCLBA at said terms and conditions
- iii) CCLBA shall mean the Cook County Land Bank Authority
- iv) Contract shall mean the agreement between the CCLBA and the Contractor
- v) Contractor shall mean the individual or business entity submitting a Response and with whom CCLBA will Contract
- vi) Chief Procurement Officer shall mean the Executive Director of the Cook County Land Bank Authority

b) Content of Responses

A complete Response will consist of:

- i) A Statement of Qualifications, which will include a brief description of the Respondent's work history, the number of years performing condition inspection services on one (1) to four (4) unit residential properties as a licensed home inspector, and the number and title of key employees (if applicable).
- ii) Copies of current Home Inspector's License issued by the State of Illinois and any other current professional licenses that may be relevant (i.e. GC License or Architect's License)
- iii) Copies of any certifications achieved relevant to the services requested.
- iv) Three (3) months of pay stubs to verify employment; if needed (refer to section 4(f) below)
- v) Three (3) sample reports including at least one (1) each of the following:
 - a. Single Family Residence
 - b. Two (2) to four (4) Unit BuildingSample reports must incorporate the items outlined in section 4(g) below. Also include any other such information that is required for CCLBA to evaluate the quality and completeness of the reports / work product.
- vi) A list of professional references for whom the Respondent has or is providing condition inspection services. Include the name of the contact person, name of the company or firm, as well as a telephone number and email address for the contact. Please provide at least three (3) references for services performed within the last twelve (12) months.
- vii) A statement regarding Legal Actions, which should list any active or pending litigation in which the Respondent is or will be a party and include a brief description of the reason for legal action. If no legal actions are ongoing or pending, include a section in the Response marked "Legal Actions – None."

- viii) A statement regarding Conflicts of Interest, which provides information regarding any real or potential conflicts of interest. Failure to reveal any potential conflict of interest at the time of Response may represent a breach of contract, subject to appropriate penalties.
- ix) A statement concerning whether or not the Responder is a M/WBE as defined in Sec. 34-263 of the Cook County Code of Ordinances. Supporting documentation must be submitted for verification purposes.
- x) Certificate of insurance, including general liability and errors and omissions. Respondent must list Cook County Land Bank Authority as an additional insured party upon successful contract with CCLBA.
- xi) Completed and signed Disclosure Statements included at the end of this RFQ.

Please include the name of Respondent on all documents contained in the Response.

c) Respondent Warrantees

The submission of a Response shall constitute a warranty that (1) Respondent has carefully and thoroughly reviewed the RFQ and exercised all need for guidance or clarification of any terms and conditions expressed by CCLBA; (2) Respondent is skilled and experienced in the type of services called for in this RFQ; (3) Respondent is not currently in arrears to Cook County, nor has defaulted on any past contract with Cook County or CCLBA; and, (4) neither the Respondent nor any of its employees, agents, suppliers, or subcontractors have relied on any verbal representations from CCLBA or its employees, contractors, or directors. Failure of Respondent to fully acquaint themselves with existing conditions or the amount of work involved will not be a basis for requesting extra compensation after the award of a Contract.

d) Important Dates & Submission of Responses

Pre-Submission Meeting:

Monday, October 1, 2018 at 11:00 AM

69 W Washington St, Chicago, IL 60602, Lower Level B Conference Room (across from Secretary of State's office)

Complete Response submissions will be accepted beginning:

Tuesday, October 2, 2018

Deadline for Response submissions is:

Monday, October 15, 2018 at 4:00 PM

Decisions on submitted Responses are anticipated to be made by:

Friday, November 2, 2018

Responses should be submitted via e-mail to info@cookcountylandbank.org

****Incomplete Responses will not be accepted and will automatically be disqualified****

e) Modification of Responses

Respondents may withdraw Responses at any time. No modifications will be accepted on Responses submitted, though revised Responses may be resubmitted.

f) Acceptance of Responses

****Incomplete Responses will not be accepted and will automatically be disqualified****

CCLBA reserves the right to reject any or all submissions, to extend the submission period, to re-advertise for submissions, or take any other such actions that may be deemed to be in the best interests of CCLBA.

Upon acceptance and opening of all Responses, the Chief Procurement Officer of CCLBA, or their designee, may schedule and hold interviews with those Respondents that it deems qualified. Responses will be evaluated on the completeness of the submission, the comprehensiveness of the sample reports and experience of the Respondent.

g) Notices

All communications concerning this RFQ must be presented in writing via email or standard U.S. mail. Reference the RFQ in the subject line of all electronic correspondence. Questions should be directed to:

Mustafaa Saleh; Asset Manager
Cook County Land Bank Authority
69 W. Washington St., Suite 2938, Chicago, IL 60602
Email: Mustafaa@CookCountyLandBank.org

Gene Kelley; Asset Manager
Cook County Land Bank Authority
69 W. Washington St., Suite 2938, Chicago, IL 60602
Email: Gene@CookCountyLandBank.org

Daniel Taylor; Asset Manager
Cook County Land Bank Authority
69 W. Washington St., Suite 2938, Chicago, IL 60602
Email: Daniel@CookCountyLandBank.org

h) Cooperation with the Inspector General

Persons or businesses seeking contracts from CCLBA are required to 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.

END OF SECTION

2) COUNTY ORDINANCE REQUIREMENTS

All Purchases are subject to the following requirements as set forth in the Cook County Code of Ordinances.

a) Living Wage

All CCLBA Purchases shall comply with the requirements set forth in Section 34-160 (Living Wage) of the Cook County Code of Ordinances.

b) Prevailing Wage

All CCLBA Purchases shall comply with Sec. 34-161 (Prevailing Wage) of the Cook County Code of Ordinances.

c) Federal Prevailing Wage

As provided in Section 34-162 (Federal Prevailing Wage) of the Cook County Code of Ordinances, if a Procurement will be paid using federal funds, and if such federal funding requires compliance with the Davis-Bacon Act (40 U.S.C 276a-276a-7), then the Contract shall contain provisions requiring that the Contractor and any subcontractors shall pay the Federal Prevailing Wage.

d) Prevailing Wages for Covered Services.

Not less than the prevailing rate of Wages shall be paid and prevailing working conditions shall be provided to any laborer, worker and mechanic providing janitorial cleaning services, window cleaning services, elevator operator and starter services, and security services under a Contract, in accordance with Section 34-163 of the Cook County Code of Ordinances.

e) Recycled Products

All CCLBA Purchases shall comply with Section 34-215 through Section 34-222 (Recycled Products) of the Cook County Code of Ordinances. In applying such provisions, the term "County" shall mean "CCLBA" and the term "CPO" shall mean "Executive Director."

f) Predatory Lenders

All CCLBA Purchases shall comply with Section 2-407 (Predatory Lender Ordinance) of the Cook County Code of Ordinances. Each Proposal or Response submitted by a financial institution shall contain the certification set forth in Section 34-192 (Predatory lenders) of the Cook County Code of Ordinances,

g) Percentage of Work of Public Works Projects to be Performed by County Residents.

For any Public Works Contract having an estimated contract price of \$100,000.00 or more, where not otherwise prohibited by Federal or State law, at least 50 percent of the total hours worked on the site by employees of the Contractor and subcontractors shall be performed by residents of the County.

h) Re-Entry Employment Proposal Incentive.

All Public Works Contracts with an estimated Proposal Price of \$100,000.00 or more shall include the Proposal Incentive Provision established in the Cook Re-Entry Employment Proposal Incentive Ordinance as set forth in Section 34-231 through Section 34-236 of the Cook County Code of Ordinances.

i) Compliance with Child Support Orders.

All CCLBA Purchases shall comply with Sec. 34-369 (Child Support Payment) of the Cook County Code of Ordinances.

j) Minority and Women Owned Business Enterprises.

All CCLBA Purchases shall comply with Sec. 34-260 through Sec. 34-289 (Cook County Minority and Women Owned Business Enterprise) of the Cook County Code of Ordinances; provided however, that the Executive Director shall have the duties and responsibilities imposed upon the County's Chief Procurement Officer and the Contract Compliance Officer; and that the Board shall have the powers and duties of the County Board.

k) Local Business Preference.

As provided in Section 34-230 of the Cook County Code of Ordinances, the Executive Director shall recommend award of the Procurement to the lowest Responsible and Responsive Proposer which is a Local Business, so long as the Proposal of such Proposer does not exceed the Proposal of the lowest Responsive and Responsible Proposer by more than 2%.

l) Veteran's Preferences and Incentives.

All CCLBA Purchases shall comply with Sec. 34-237 through Sec. 239 (Veterans Preference and Incentives) of the Cook County Code of Ordinances.

END OF SECTION

3) GENERAL CONDITIONS

If a Respondent is deemed qualified to perform the requested services on behalf of CCLBA, the Respondent must agree to the following General Conditions, which will be part of the contract between CCLBA and the Respondent. Some conditions may not be particularly relevant for the services to be performed.

a) Subcontracting or assignment of contracts

Once awarded, the Contract may not be subcontracted or assigned without prior written authorization of CCLBA's Purchasing Agent. Any unauthorized subcontracting or assignment shall render the Contract null and void.

b) Indemnification

The Contractor agrees to indemnify and save harmless CCLBA and its directors, consultants, 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 a contract by the Contractor, or the acts and omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the contractor.

c) Payment

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract documents. No payment shall be made without such invoices having been submitted in the proper form approved by CCLBA.

d) Prepaid Fees

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

e) Price Reduction

If at any time after the Contract award, the Contractor makes a price reduction in the price of any goods covered by the Contract, the equivalent price reduction based on similar quantities and/or considerations shall apply to the contract for the duration of the contract period.

f) Disputes

The Chief Procurement Officer shall have final authority to resolve any disputes. Any dispute may be presented to the Chief Procurement Officer in writing, specifying the nature of the dispute and the relevant Contract section. The Chief Procurement Officer will conduct a review and execute a decision in writing and mail or otherwise furnish a copy to the Contractor and to the disputing party, if different from the Contractor.

Notwithstanding a dispute, the 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 CCLBA in writing.

g) Modifications and Amendments

Modifications and amendments may be made to the Contract, provided such modifications and amendments are approved in writing by the Chief Procurement Officer. No change to the Contract may extend the contract period more than one (1) year, nor may any change increase the value of the Contract more than 10% over the contract award.

h) Default

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of the Contract, where Contractor has failed to cure such breach within ten (10) days after written notice of breach is given to Contractor by CCLBA, setting forth the nature of such breach. A material breach of the Contract by the Contractor includes, but is not limited to, the following:

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

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

i) Cook County Land Bank Authority Remedies

If the Contractor fails to remedy a material breach during the ten (10) day cure period pursuant to Section 2(h), CCLBA shall have the right to terminate the Contract, provided however, that CCLBA shall give the Contractor written notice of its intent to terminate.

Following notice to the Contractor, CCLBA reserves the right to withhold payments owed to the Contractor until such time as the Contractor has cured the breach, which is the subject matter of the notice. In addition, CCLBA shall have the rights to pursue all remedies available in law or equity.

j) Contractor's Remedies

If CCLBA has been notified of breach and fails to remedy the breach during the forty- five (45) day cure period pursuant to Section 2(h), the Contractor shall have the right to terminate the Contract, provided however, the Contractor shall give CCLBA thirty (30) days prior written notice of termination.

Contractor shall have the rights to pursue all remedies available in law or equity. The Contractor's damages shall be limited to provable damages not to exceed the value of the contract as awarded by CCLBA. Contractor shall not disrupt the operation or repossess any component thereof.

k) 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 the Contract.

l) Patents, Copyrights, and Licenses

Contractor warrants that any software, licenses, programs, work product, intellectual property, equipment, hardware or part or use thereof is provided to CCLBA legally and without infringement on any patent, copyright, or license or any other intellectual property right. Contractor shall agree to hold harmless and indemnify CCLBA at its own expense against any suit or proceeding brought against CCLBA based on a claim that the ownership or use of said items or any part thereof constitutes a violation or infringement of rights belonging to a party other than the Contractor.

m) Compliance with Laws

Contractor shall at all times observe and comply with the laws, ordinances, regulations, and codes of the Federal, State, County, and other local governments which may in any manner affect the preparation of the Response or the performance of the Contract.

Contractor shall also comply with by the rules and procedures approved and adopted by CCLBA and the Cook County Land Bank Ordinance, which can be found on CCLBA's website www.cookcountylanbank.org.

n) Termination for Convenience

CCLBA may terminate the Contract, or any portion, at any time by notice in writing to the Contractor.

o) Guarantees and Warrantees

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

p) Standard of Contract Goods

Only new, originally manufactured, contract goods will be acceptable to CCLBA. CCLBA will not accept any contract goods that have been refurbished, rebuilt, restored, or renovated in any way, nor will it accept experimental contract goods. Contract goods not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for reasonable period of time prior to the offering of the proposal, will be considered experimental.

q) Confidentiality and Ownership of Documents

Contractor acknowledges and agrees that information regarding the 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 the Contract or any time thereafter, except solely as required while Contractor's performance of services thereunder. Contractor shall comply with the applicable privacy laws and regulations affecting CCLBA and will not disclose any of CCLBA's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from CCLBA without prior approval of CCLBA. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to CCLBA free of charge.

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract shall be the property of CCLBA. It shall be a breach of the Contract for the Contractor to reproduce or use, any documents, data, studies, reports, work product, or product obtained from CCLBA or created thereby for its own purposes or to be copied and used by any third party. During the performance of the Contract therein provided for, the Contractor shall be responsible for any loss or damage to the documents therein enumerated while they are in its possession, and any such document lost or damaged shall be restored at the expense of the Contractor.

r) Audit: Examination of records

Contractor agrees that CCLBA's 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, cancelled 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 the Contract.

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

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

s) Entire Contract

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

t) Force Majeure

Neither Contractor nor CCLBA shall be liable for failing to fulfill any obligation under the 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, tornadoes, floods, epidemics, or riots.

END OF SECTION

4) Special Conditions

The following conditions outline CCLBA's expectations relevant to services to be contracted from this RFQ.

a) Scope

The Cook County Land Bank Authority (CCLBA) invites qualified contractors to submit for consideration to provide the following services:

Property Condition Inspections

Contractors will be tasked with providing a conditions report on 1 – 4 family residential properties in various states of disrepair. In addition, Contractors will be asked to evaluate and comment on rehab considerations and pricing to return the property to “good” condition as generally accepted by the market. Required repairs will range from full gut rehabs to cosmetic updates. Pricing estimates will be for CCLBA's internal use only. CCLBA understands that finish quality and materials greatly affect costs and therefore understand that the cost estimates stated are general estimates only and will not hold Contractors liable for pricing discrepancies.

b) Value of the Project:

Services will be contracted, billed, and paid at a flat fee rate of \$400 per assignment.

c) Method for Payment

Services will be billed and paid upon completion of each assignment to the satisfaction of CCLBA.

d) Contract Period

There is no definitive end to the contract period, however the contract may be updated or renewed periodically.

e) Background on the Cook County Land Bank Authority

CCLBA was established via Ordinance by the Cook County Board on January 16, 2013. CCLBA is the largest geographic land bank in the country covering 946 square miles, encompassing 130 municipalities and 5.1 million people and is the first single purpose entity in Cook County to focus solely on returning vacant and foreclosed property back to active and productive use throughout the region. CCLBA comprises a 15-member governing board.

f) Contractor Requirements

Contractor must hold a valid Home Inspector's License issued by the State of Illinois. In addition, Contractor must be licensed for a minimum of three (3) years. If the Contractor is a company that provides a number of services, the Licensed Inspector must be a current employee of the company and only the Licensed Inspector can perform the inspections and draft the reports.

In addition, the contractor must present a copy of E&O insurance held in the name of the applicant and comply with all insurance requirements as specified in addendum GC-15 attached to this RFQ.

g) Report Requirements

Reports are expected to address all major building components, including but not limited to:

- 1) Exterior façade
- 2) Exterior Doors / Windows
- 3) Roof
- 4) Drainage (Gutters / Downspouts / Grading)
- 5) Walks / Stoops / Porches / Decks
- 6) Foundation
- 7) Electric (including fixtures)
- 8) Plumbing (including fixtures)
- 9) HVAC
- 10) Interior Walls / Ceilings
- 11) Structural Components
- 12) Insulation
- 13) Interior Finishes (Flooring, Wall Finishes, Cabinetry, Countertops, Trim, Doors, etc.)

Reports should also discuss rehab scope considerations and provide estimated pricing for repairs needed to bring the property into "good" repair as well as cosmetic updates that may be needed to align the property with current market standards.

Completed reports are expected to be provided to CCLBA within seven (7) days of assignment.

Contractors are expected to have the ability to upload completed reports to CCLBA's online property portal. Access will be granted to all Respondents who are awarded a Service Contract.

h) Delivery Cost

Contractor shall be responsible for the cost of all deliveries to CCLBA for services and materials provided under the contract.

END OF SECTION

5) Economic Disclosure Statement and Execution Document

Proposer must complete and return the enclosed "Economic Disclosure Statement & Forms" along with their proposal. In the event that further clarification is required on any of the information provided, CCLBA reserves the right to make any necessary inquiry with a Proposer for such purpose. Such inquiry, if made, may include a deadline by which time any necessary clarifying information must be submitted.

END OF SECTION

ECONOMIC DISCLOSURE STATEMENT

CERTIFICATIONS

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of Proposal-rigging or attempting to rig Proposals 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 Proposal-rigging or attempting to rig Proposals 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, Proposal-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

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

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

B. PROPOSAL-RIGGING OR PROPOSAL ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

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

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name

Address

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

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

a) Is Proposer a "Local Business" as defined above?

Yes _____ No _____

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

c) Does Proposer employ the majority of its regular full-time Workforce within Cook County?

Yes _____ No _____

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

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

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

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S):

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

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

COOK COUNTY LAND BANK AUTHORITY AFFIDAVIT OF CHILD SUPPORT OBLIGATIONS

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 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 CCLBAs, 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 CCLBA means that individual or sole proprietor.

All Applicants/Substantial Owners are required to complete this affidavit and comply with the Child Support Enforcement Ordinance before any privilege is granted. 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.

Privilege Information:

County Privilege: _____

County Department: _____

Applicant Information:

Last name: _____ First Name: _____ MI: _____

SS# (Last Four Digits): ____ _ Date of Birth: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Home Phone: (____) _____ Driver's License No: _____

Child Support Obligation Information:

The Undersigned applicant, being duly sworn on oath or affirmation hereby states that to the best of my knowledge (place an "X" next to "A", "B", "C", or "D").

- _____ A. The Applicant has no judicially or administratively ordered child support obligations.
- _____ B. The Applicant has an outstanding judicially or administratively ordered obligation, but is paying in accordance with the terms of the order.
- _____ C. The Applicant is delinquent in paying judicially or administratively ordered child support obligations
- _____ D. The Applicant is not a substantial owner as defined above.

The Undersigned applicant understands that failure to disclose any judicially or administratively ordered child support debt owed will be grounds for revoking the privilege.

Signature: _____ Date: _____

Subscribed and sworn to before me this _____ day of _____, 20 _____

X _____

Notary Public Signature

Notary Seal

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

COOK COUNTY LAND BANK AUTHORITY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by:

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

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

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

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name: _____ D/B/A: _____ EIN NO.: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Phone No.: _____

Form of Legal Entity:

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

Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder
_____	_____	_____
_____	_____	_____

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

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

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

Name	Address	Percentage of Beneficial Interest	Relationship
_____	_____	_____	_____
_____	_____	_____	_____

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.

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

Signature

Date

E-mail address

Phone Number

Subscribed to and sworn before me

My commission expires:

this ____ day of _____, 20____.

X _____

Notary Public Signature

Notary Seal

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

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

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

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

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

DEFINITIONS:

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

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

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

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

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

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

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

Name of Owner/Employee: _____ Title: _____

Business Entity Name: _____ Phone: _____

Business Entity Address: _____

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

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

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

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

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

Owner/Employee's Signature Date

Subscribe and sworn before me this _____ day of _____, 20_____.

a Notary Public in and for _____ County

(Signature)

NOTARY PUBLIC

My Commission expires _____

SEAL

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

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

SIGNATURE BY A SOLE PROPRIETOR

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me

My commission expires:

this ____ day of _____, 20____.

X _____

Notary Public Signature

Notary Seal

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

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

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

*BY: _____

DATE: _____

Subscribed to and sworn before me
this ____ day of _____, 20 ____.

My commission expires:

X _____

Notary Public Signature

Notary Seal

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

SIGNATURE BY A LIMITED LIABILITY CORPORATION

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ *CORPORATE FILE NUMBER: _____

MANAGING MEMBER: _____ MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed to and sworn before me

this ____ day of _____, 20____.

X _____

Notary Seal

Notary Public Signature

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

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

SIGNATURE BY A CORPORATION

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ *CORPORATE FILE NUMBER: _____

PLEASE LIST THE FOLLOWING OFFICERS:

PRESIDENT: _____ VICE PRESIDENT: _____

SECRETARY: _____ TREASURER: _____

****SIGNATURE OF PRESIDENT:** _____

ATTEST: _____ **(CORPORATE SECRETARY)**

Subscribed to and sworn before me

My commission expires:

this ____ day of _____, 20____.

X _____

Notary Public Signature

Notary Seal

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

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