

## **Request for Proposals - Communication and Media Consulting Services**

# **Issued by the Cook County Land Bank Authority**

April 5, 2019

Response Submissions and Bid will be accepted beginning Monday, April 8, 2019

# **Mandatory Participation in Pre-Bidder's Meeting:**

Tuesday, April 23, 2019, 10:00 AM at 69 W. Washington St., Chicago, Il 60602 22<sup>nd</sup> Floor, Conference Room B

Proposal Deadline: Friday, May 3, 2019 at Noon

Address Proposal and Bid to:

Cook County Land Bank Authority Robert Rose, Executive Director 69 W. Washington, #2938 Chicago, IL 60602

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

#### 1. Introduction

The Cook County Land Bank (herein after "CCLBA") is a public private partnership established in 2013 to address the large inventory of vacant residential, industrial and commercial property across the entire County's service area.

The mission of CCLBA, its affiliates and instrumentalities (hereinafter, jointly referred to as "CCLBA") is to create, high quality housing, commercial & industrial development opportunities for Cook County residents & businesses.

### 2. Solicitation Background & Anticipated Schedule

CCLBA is seeking to obtain proposals from firms qualified to perform services as described within the Scope of Work listed below.

It is the intention of CCLBA to award a contract for a term of one year.

This solicitation follows CCLBA's Procurement Policy, a copy of which will be provided upon request.

# 3. Reservation of Rights

In the past because CCLBA was largely in development, promotion of the Authority was not needed. As the Authority's role has evolved from a concept to reality, there is a need to shed the startup image and redefine the CCLBA identity. CCLBA has expanded the population it serves and expanded the products it offers but community perceptions have not always kept pace with those changes.

CCLBA believes that a strong public profile and increased awareness of its expanded mission and of the vital role it plays in the community is critical to the Authority's ongoing success. Services provided under this RFP should focus on articulating the message that CCLBA is an innovative, responsive, responsible and strategic force in economic development in Cook County.

#### 4. Scope of Work

The general scope of services to be provided under this RFP should include, but not be limited to the following:

#### A. Media Relations

- Develop and implement proactive communications and public relations strategies to accurately
  portray the Authority and its programs and improve public acceptance of CCLBA programs and
  services.
- Use established media relationships to assist in securing optimal placement of press releases and other non-paid media to increase coverage and promote the Authority and its programs.
- Special attention should be given to development and execution of a strategy for African American and Spanish-speaking Media.
- Create content and manage social media.
- Assist CCLBA in creating positive news stories highlighting program outcomes (possibly including photography as necessary) to promote and educate regarding the Authority's mission. Assist in preparing op-eds and other types of media releases.

- Consult with and assist CCLBA and its housing partners to gain media attention for special events such as ground breakings and ribbon cuttings, for Authority/affiliate developed projects.
- Assist on an "as needed" basis with unexpected public and media relations situations

### B. Annual Report

 Assist the Executive Director and staff in the development of a concept and format for an Annual Report (minimum 12 pages PLUS COVER), outlining Authority accomplishments. Vendor will be responsible for providing creative input, royalty-free stock photos (if needed), graphic design services, copywriting, proofreading, layout, paste-up, and a final print ready product prepared for 4color process printing. Upon final CCLBA approval, vendor will be expected to manage and oversee the printing process, communicating directly with the selected Printing firm to ensure the reports are produced as designed.

## C. Communications/Messaging

• Develop a flexible and cost effective strategic communications piece for use in promoting the Authority to key stakeholders, legislators/municipal officials and investors/financial organizations and for distribution to the media

#### D. Public Relations

- Assist CCLBA in developing an improved public information and media strategy.
- Assist CCLBA with promoting the agency's brand, the issue of affordable and workforce housing or other housing issues through message development, story pitching/placement, or other techniques.
- Identify opportunities for the Authority to apply for awards in housing or other relevant categories to increase support for CCLBA initiatives, priorities and efforts.

## E. Cost and Price Information (Submit electronically):

- The Authority is requesting that the vendor provides a monthly retainer amount to cover requirements as outlined in the Scope of Work and Public Relations. (Section 4.4)
- Price for development of the Annual Report, Media Relations and Communications/Messaging services shall be listed as separate items. (Sections 4.1, 4.2, and 4.3)
- Other services or items considered to be reimbursable expenses outside the retainer should be listed and described as appropriate (e.g. mailing costs photography).

## F. Awarded Vendor's Responsibilities

- The selected Vendor shall be responsible for the professional quality, accuracy, timely
  completion and coordination of all services, as provided for herein, furnished by the Vendor
  and its principals, officers, employees and agents. In performing such services, Vendor shall
  follow practices consistent with generally accepted professional standards.
- All employees of the Vendor shall be considered to be, at all times the sole employees of the Vendor, under his sole direction and not an employee or agent of CCLBA. CCLBA may require the Vendor to remove an employee if it deems the employee to be careless,

- incompetent, insubordinate or otherwise objectionable and whose continued employment on CCLBA property is not in the best interest of CCLBA.
- CCLBA shall reserve the right to demand and receive a change in personnel assigned to the
  work if CCLBA believes that such change is in its best interest and in the completion of the
  assigned work.
- The Vendor shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty and integrity, and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary.
- Vendor shall have in its employ, or under its control, sufficient qualified, experienced and
  competent personnel to perform work promptly and in accordance with a schedule or work
  program, as approved by CCLBA. Vendor shall employ only such workers as are skilled in the
  tasks to which they are assigned. Vendor shall be responsible for overseeing the work of all
  workers.
- Vendor shall be aware of attached County Ordinance Requirements

#### G. Response

# Licensing and Insurance Information

Before a contract pursuant to this RFP is executed, the apparent successful Vendor must hold all necessary, applicable professional licenses required by the State of Illinois and all other regulatory agencies necessary to complete the services. The Vendor shall obtain, at the Vendor's expense, any permits, certificates and licenses as may be required in the performance of the work specified. All required licenses shall remain active and valid during the entire duration of the subsequent contract. CCLBA may require any or all vendors to submit evidence of proper licensure.

- i. Proof of Insurance shall be provided to CCLBA prior to the execution of a contract. Unless otherwise stated by CCLBA, the successful proposer(s) will be required to obtain and maintain the following insurance coverage during the entire Contract Term:
- ii. See attached County Insurance Requirements
- iii. The premium cost of all insurance purchased by the Vendor for protection against risks assumed by virtue of the contract shall be borne by the Vendor and is not reimbursable by CCLBA

#### • Client References

- i. List the name, addresses, services performed, contact persons, as well as contact phone numbers, fax numbers and e-mail addresses of at least three clients for whom similar services are being performed currently or within the past two years.
- ii. Include information specifying if the clients are past or current.
- iii. Advise clients being submitted as references that they may be contacted by CCLBA staff in the evaluation of the response.

#### Economic Disclosure Statement and Execution Documents

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

# • Response Submission

- i. All responses submitted pursuant to this solicitation shall be separated by numbered dividers and labeled with the corresponding tab.
- ii. All responses shall be submitted to the contact person by the date specified on the first page of this solicitation document.
- iii. 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.

#### 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 p	I persons or entities that have made lobbying contact	ts on your behalf with respect to this Contract:	
Name			
2.	LOCAL BUSINESS PREFERENCE DISCLOSU	JRE (CODE, CHAPTER 34, SECTION 34-151(p))	
County which e and whi	y at which it was actually transacting business on the employs the majority of its regular, full time Work for hich has a bona fide establishment for transacting bu etitive solicitation for a public Contract is first advertis	ct business in this State and having a bona fide establishment for transacting business loce date when any competitive solicitation for a public Contract is first advertised or announce ce within Cook County, including a foreign corporation duly authorized to transact business usiness located within Cook County at which it was actually transacting business on the dayed or announced and further which employs the majority of its regular, full time Work force	ed and further s in this State te when any
	a) Is Proposer a "Local Business" as defined ab	oove?	
	Yes No		
	b) If yes, list business addresses within Cook Co	ounty:	
	c) Does Proposer employ the majority of its regu	ular full-time Workforce within Cook County?	
	Yes No		
3.	THE CHILD SUPPORT ENFORCEMENT ORD	INANCE (CODE, CHAPTER 34, SECTION 34-366)	
		liance with any child support order before such Applicant is entitled to receive or renew a C issue or renew any County Privilege, and may revoke any County Privilege.	County Privilege.
	oplicants are required to review the Cook County affinitions and other information included in such	Affidavit of Child Support Obligations attached to this EDS and complete the followi Affidavit.	ng, based upon
4.	REAL ESTATE OWNERSHIP DISCLOSURES.		
The Un	ndersigned must indicate by checking the appropriate	e provision below and providing all required information that either:	
	a) The following is a complete list of all real esta	ate owned by the Undersigned in Cook County:	
	PERMANENT INDEX NUMBER(S):		
	(AT	TACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)	
	OR:		
	b)The Undersigned owns no real estate	e in Cook County.	
5.	EXCEPTIONS TO CERTIFICATIONS OR DISC	CLOSURES.	
	Undersigned is unable to certify to any of the Certifica signed must explain below:	ations or any other statements contained in this EDS and not explained elsewhere in this E	DS, the

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: MI: Date of Birth: SS# (Last Four Digits): \_\_\_\_\_ \_\_\_\_ Street Address: 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\_\_\_\_\_\_\_ **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 St	tatement is being mad	e by the [	] Applicant	or	[	] Stock/Beneficial	Interest Hold	er
This St	tatement is an: [	] Original	Statement	or	[	] Amended Statem	nent	
Identify	ying Information:							
Name:D/B/A:					EIN N	O.:		
Street A	Address:							
City:St		State:		Zip Co	de:			
Phone	No.:							
Form o	of Legal Entity:							
[]	Sole Proprietor	[]	Partnership		[]	Corporation	[]	Trustee of Land Trust
[]	Business Trust	[]	Estate		[]	Association	[]	Joint Venture
[]	Other (describe)							

Owners	ship 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.		or any Entity listed in (1) above is held a ipal on whose behalf the interest is held.	s an agent or agents, or a nominee or nominees, list the					
Name o	f Agent/Nominee	Name of Principal	Principal's Address					
3.	.,	controlled by another person or Legal Er	tity? [ ] Yes [ ] No such person or legal entity, and the relationship under which					
	such control is being or may be		outs. person or logar chart, and the relationship this or which					
Name	Address	Percentage of E	Beneficial Interest Relationship					
Declara	ation (check the applicable box):							
[ ]			wnership interest in the Applicant nor reserved any e Applicant seeks County Board or other County Agency					
[ ]	I state under oath that the Hold disclosed.	ler has withheld no disclosure as to owner	ership interest nor reserved any information required to be					
Name o	f Authorized Applicant/Holder Rep	resentative (please print or type) Title						
Signatu	re		Date					
E-mail a	address		Phone Number					
Subscri	bed to and sworn before me		My commission expires:					
this	day of	, 20						
V								

**Notary Seal** 

**Notary Public Signature** 

### 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

<sup>&</sup>quot;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 of the County and any person holding elective o				
Owner/Employee Name:	Relate	ed 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 with Cook County and any person holding ele	ective office in the State of I	Ilinois, Cook County, o	r in any municipality within	
To the best of my knowledge and belief, the	ne information provided a	bove is true and com	plete.	
Owner/Employee's Signature		Date		
Subscribe and sworn before me this	day of	, 20	<u>.</u>	
a Notary Public in and for	Count	ty		
(Signature)				
NOTARY PUBLIC		My Commission e	expires	
SEAL				

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

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.

Notary Public Signature	Notary Seal	
X		
this $\underline{\hspace{1cm}}$ day of $\underline{\hspace{1cm}}$ , 20 $\underline{\hspace{1cm}}$ .		
Subscribed to and sworn before me	My commission expires:	
DATE:		
PRINT NAME:		
SOLE PROPRIETOR'S SIGNATURE:		
COOK COUNTY BUSINESS REGISTRATION NUMBER:		
FEIN/SSN:		
BUSINESS TELEPHONE:	FAX NUMBER:	
BUSINESS ADDRESS:		
BUSINESS NAME:		

# 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 CONTRA	ACTS ON BEHALF OF PARTNERSHIP:	
*BY:		
DATE:		
Subscribed to and sworn before me	My commission expires:	
this day of, 20		
X		
Notary Public Signature	Notary Seal	

<sup>\*</sup> 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 TELEPHONE:	FAX NUMBER:	
CONTACT PERSON:		
	*CORPORATE FILE NUMBER:	
MANAGING MEMBER:	MANAGING MEMBER:	
**SIGNATURE OF MANAGER:		
ATTEST:		
Subscribed to and sworn before me		
this day of, 20	<u>.</u>	
X		
Notary Public Signature	Notary Seal	

<sup>\*</sup> 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.

<sup>\*\*</sup> 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:	
	*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	
х	
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.

### **COUNTY INSURANCE REQUIREMENTS**

#### **Waiver of Subrogation**

All insurance policies shall contain a Waiver of Subrogation Endorsement in favor of Cook County and the Cook County Land Bank Authority.

#### **Insurance Requirements of the Contractor**

No later than the effective date of this Contract, the Contractor, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its performance of this Contract. The insurance purchased and maintained by the Contractor shall be primary and not excess or pro rata to any other insurance issued to the County.

Contractor shall require all subcontractors to provide the insurance required in this Contract, or Contractor may provide the coverages for the subcontractors. All subcontractors are subject to the same insurance requirements as Contractor except paragraph (d) Excess Liability or unless specified otherwise. The Cook County Land Bank Authority maintains the right to modify, delete, alter or change these requirements.

#### 1. Coverages

### (a) Workers Compensation Insurance

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

The Workers Compensation policy shall also include the following provisions:

Employers' Liability coverage with a limit of

\$500,000 each Accident \$500,000 each Employee \$500,000 Policy Limit for Disease

## (b) Commercial General Liability Insurance

The Commercial General Liability shall be on an occurrence form basis to cover bodily injury and property damage including loss of use.

The General Liability limits shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit for bodily injury and property damage. The General Liability policy shall include, without limitation the following coverages:

- (1) All premises and operations;
- (2) Contractual Liability;
- (3) Products/Completed Operations;
- (4) Severability of interest/separation of insureds clause.

## (c) Automobile Liability Insurance

When any vehicles are used in the performance of the Contract, Contractor shall secure Automobile Liability Insurance to cover all owned, non-owned and hired automobiles, trucks and trailers. The limits of liability shall not be less than the following:

- (1) Liability All Autos: Bodily Injury & Property Damage \$1,000,000 per Occurrence
- (2) Uninsured/Motorists: Per Illinois Requirements

## (d) Umbrella/Excess Liability Insurance

In addition to the coverages and limits specified above, Contractor shall secure and maintain a limit of liability no less than \$1,000,000 each occurrence for all liability.

#### (e) Errors and Omissions Insurance

The Errors and Omissions limits shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit.

#### 2. Additional Requirements

## (a) Additional Insured

Cook County Land Bank Authority, Cook County, their officials, employees and agents shall be named as additional insureds under the Commercial General Liability policy, Automobile Liability policy, and Errors and Omissions policy. Contractor's insurance shall be primary and non-contributory with any insurance maintained by CCLBA and/or Cook County. Any insurance or self-insurance maintained by CCLBA and/or Cook County shall be excess of the Contractor's insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to CCLBA and Cook County as an additional insured even if they exceed the minimum insurance limits specified above.

# (b) Qualification of Insurers

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon written consent of the Cook County Land Bank Authority.

### (c) Insurance Notices

All policies of insurance which may be required under terms of this Contract shall be endorsed to provide that the insurance company shall notify the Cook County Land Bank Authority, 69 W Washington Street, Suite 2938, Chicago, Illinois 60602 at least thirty (30) days prior to the effective date of any cancellation or modification of such policies. Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to CCLBA certificates of insurance maintained by Contractor.

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

#### **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%.

## I) 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**