



**REQUEST FOR PROPOSAL: PROPERTY MANAGEMENT & GEOSPATIAL
VISUALIZATION SERVICES**

**ISSUED BY THE COOK COUNTY LAND BANK AUTHORITY
OCTOBER 8th, 2024**

RFP Issued: Tuesday, October 8th, 2024
Initial Submissions Accepted: Thursday, October 17th, 2024
Submission Deadline: Tuesday, October 22nd, 2024

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



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INSTRUCTIONS TO RESPONDENTS

1. PURPOSE

The Cook County Land Bank Authority (herein after “CCLBA”) is issuing a Request for Proposal (RFP) in order to select a qualified software vendor that has the capability to identify, analyze, and steward all real and pertinent property data relevant to the Land Bank’s mission of promoting redevelopment and reuse of vacant, abandoned, foreclosed, & tax-delinquent property.

A successful Respondent shall be able to demonstrate a successful cloud-based software that operates on a subscription model, ideally as a software as a service (SaaS) application, that will help the CCLBA manage real property. In addition, a successful Respondent should have the ability to not only store but also geospatially visualize real-time data in a discernible manner for both internal staff as well as the public.

A successful Respondent should demonstrate most if not all of the following below. A more detailed description of each category can be found in the, ‘Scope of Work’ section of this RFP. Desired capabilities are as follows:

- MANAGING THE PROPERTY LIFE CYCLE
- PROPERTY MANAGEMENT/VENDOR MANAGEMENT SERVICES
- APPLICATION MANAGEMENT/PUBLIC INTERFACE
- GEOGRAPHIC INFORMATION SYSTEMS (GIS) CAPABILITIES
- INTERNAL/EXTERNAL REPORTING FUNCTIONS
- EXTERNAL DATASETS
- MOBILE/TABLET FUNCTIONALITY
- INTEGRATION/API FUNCTIONALITY
- AUCTION CAPABILITIES

The Respondent shall address all of the available criteria above in order to construct and deliver a product that, when implemented, shall meet or surpass all requirements.

2. OVERVIEW – COOK COUNTY LAND BANK AUTHORITY

The Cook County Land Bank (herein after “CCLBA”) is an agency established by Cook County ordinance in 2013 to address the large inventory of vacant residential, industrial and commercial property across the entire County’s service area. The Land Bank will acquire, hold, and transfer interest in real property throughout Cook County in order to:

1. Promote redevelopment and reuse of vacant, abandoned, foreclosed or tax-delinquent properties;
2. Support targeted efforts to stabilize neighborhoods; and
3. Stimulate residential, commercial and industrial development.

The Land bank does this in ways that are consistent with goals and priorities established by local government partners and other community stakeholders.

3. BACKGROUND/CONTEXT – COOK COUNTY LAND BANK AUTHORITY

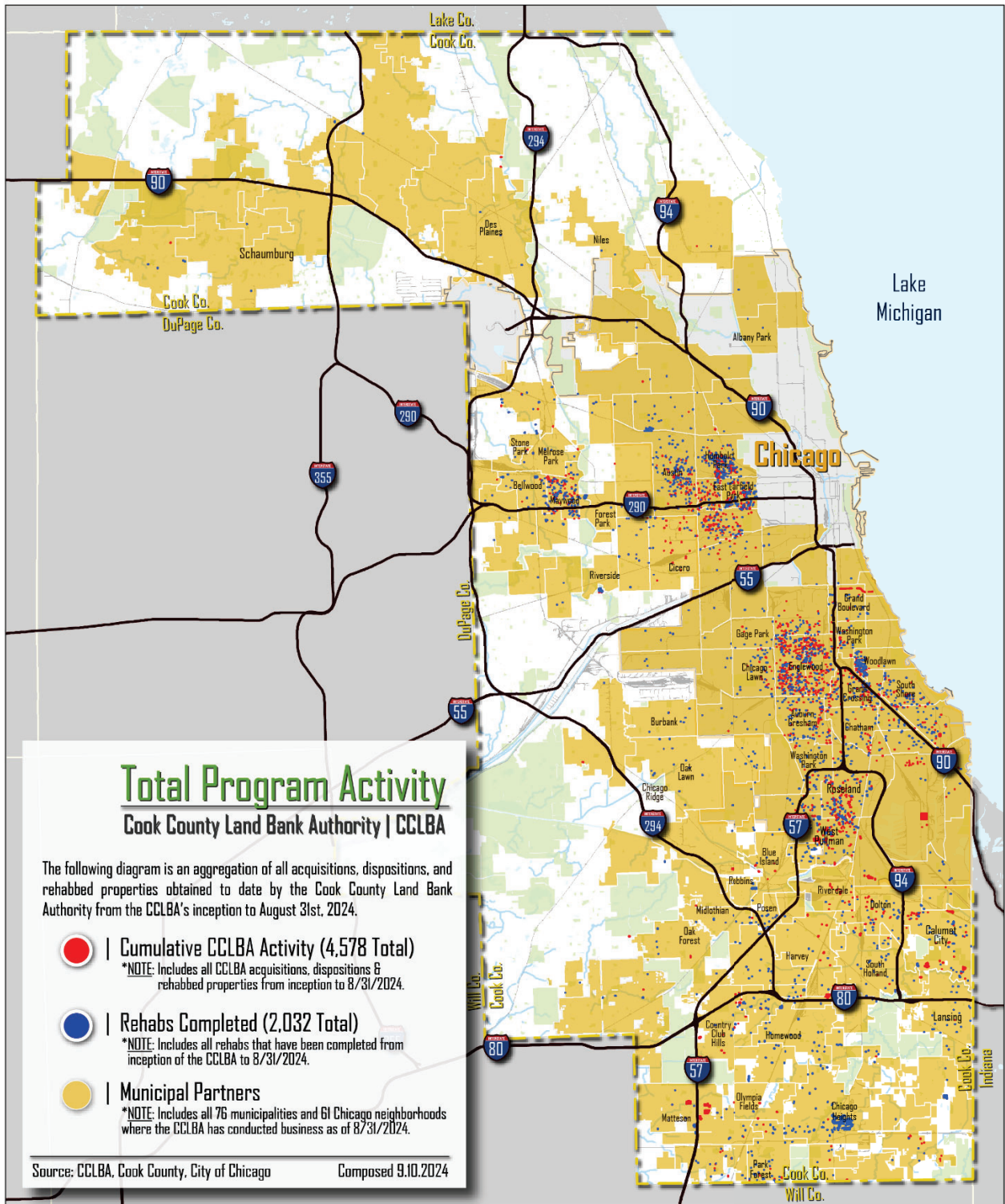
The Cook County Land Bank has grown considerably since its' infancy; from acquiring **9** properties in 2014 to **4,578** as of FY2024 Q3. In that timespan, the CCLBA has sold **2,603** parcels and rehabbed **2,032** properties in that same timeframe. This represents activity in over **77** suburban municipalities and **61** neighborhoods within the City of Chicago, comprising the involvement of over **1,100** community developers. This has resulted in over **\$221 million dollars** in actual real estate value generated for these properties, resulting in **\$58.1 million** in property taxes generated to the County (\$7.5 million in 2023 alone) and **\$31.3 million dollars** in long-term delinquent property taxes repaid to the County of Cook. CCLBA activity over these 10 years has resulted in an estimated **\$1.8 billion dollars** in economic impact (*as per a commissioned independent economic study evaluating the CCLBA's 10-year impact*).

As an evolving organization, over the course of the next year the CCLBA is looking to adapt its' acquisitions strategy and operation model. From 2014 – 2018, most of CCLBA acquisitions came from a variety of acquisition avenues that relied on purchasing distressed property that stemmed from the 2009-2011 foreclosure crisis. From 2017-2023, the CCLBA has focused on transitioning to a model that focused on addressing the tax foreclosure crisis in Cook County. Presently, given that long-term tax delinquent properties are either occupied or unrecoverable from a rehab standpoint, the CCLBA is in a position to further shift its' strategy to accommodate the current real estate atmosphere. As of this posting, the CCLBA has developed a comprehensive database of over 30,000 properties that are constantly being evaluated and tracked, with over **2,000** properties in its' inventory.

Accompanying this shift is an evaluation of all aspects of its' current operation, including property management software. While the direction of the Land Bank is constantly evolving, the CCLBA desires a software that can accommodate all potential avenues that the CCLBA may choose to pursue. These elements include, in addition to those listed above, expanding access to and engagement from the public, a more detailed approach to cost and property management services that would streamline the acquisitions process on an individual property basis, and the ability to offer properties to the public en masse in a way that minimizes the work required given resource limitations.

4. LOCATION

CCLBA encompasses all of Cook County, which includes suburban Cook County, the City of Chicago, and unincorporated Cook County. CCLBA activity encompasses 77 suburban municipalities, 61 neighborhoods in the City of Chicago, and 3 unincorporated areas.



5. SCOPE OF WORK

All submittals should include, at minimum, the following required information (unless specified otherwise) in order to be considered a complete response:

- **Letter of Introduction**: Briefly describe the Respondent’s name, address, e-mail, and phone number as well as a summary of the respondent’s understanding of the scope of services and overall approach.
- **Company Profile**: Provide a brief description of your organization’s size, structure, and history.
- **Relevant Experience & Qualifications**: Respondents shall provide a description of their organization’s relevant experience and qualifications. Please also identify the respondent’s team, including any sub-consultants that will be contracted and involved in the project if Respondent is selected.
- **Software Capabilities**: A successful Respondent should demonstrate most if not all of the following:
 - **MANAGING THE PROPERTY LIFE CYCLE**: A software that can manage the CCLBA’s current portfolio within the CCLBA’s Property Life Cycle (attached exhibit will be provided). This includes but is not limited to the preliminary identification of potential acquisition prospects to the sale of the property to finally overseeing the successful rehab of the respective property.
 - **PROPERTY MANAGEMENT/VENDOR MANAGEMENT SERVICES**: Software capabilities should include the ability to manage a number of vendors that work on ongoing legal and property maintenance issues within the CCLBA’s current portfolio (attached exhibit will be provided). A semi-automated or automated process for handling individual property tasks and managing costs on a per property basis is required.
 - **APPLICATION MANAGEMENT/PUBLIC INTERFACE**: Possess the ability to manage public interest in a public platform/web-based interface, ideally through an application format. This format should be easy to use and digestible for applicants who may or may not be familiar with computers. Management of this format should include the successful capture of information that can be viewed, analyzed, and communicated as efficiently as possible.
 - **GEOGRAPHIC INFORMATION SYSTEMS (GIS) CAPABILITIES**: The software should have the ability to visually map properties using GIS. Properties should be able to be mapped on a point and polygon basis, as the CCLBA targets multiple properties without property addresses. These capabilities should be available to the public for public consumption.
 - **INTERNAL/EXTERNAL REPORTING FUNCTIONS**: The software should have the ability to immediately report any and all information stored in the system. Furthermore, the system should have the ability to export data in a variety of forms and extensions at the behest of internal staff. Preferable but not required, the software would have the ability to analyze internal CCLBA data using external data sources. A customizable analytics platform may be helpful but not required.
 - **EXTERNAL DATASETS**: The software should have the ability to project shapefile-related data or larger geospatial information that can also be retained and/or stored within the system itself. There are a number of shapefiles that the CCLBA uses that would need to be incorporated into either the software or the actual database(s) itself.
 - Preferred but not required, the Respondent may list the data layers, shapefiles and/or mass information that is included in the platform or can be pulled into the system itself.
 - **DOCUMENT RETENTION**: The software should have the capability to directly store documents

in a variety of extensions. Specific storage capacities and/or limitations should be acknowledged. The ability to have legal documents uploaded on the platform should be specified in the timeline.

- **MOBILE/TABLET FUNCTIONALITY**: Demonstrated capabilities of the software to be able to be operated on a phone or tablet. This would be a capability that would be used not by our internal staff and vendors, but also the public at large.
 - **INTEGRATION/API FUNCTIONALITY**: Preferably, but not required, the software would be able to use integration functionalities such as API (Application Programming Interface) technology to push/pull data from other offices. The ultimate goal would be to successfully communicate with other offices within Cook County and/or respective municipalities.
 - **AUCTION CAPABILITIES**: Preferably, but not required, the software would have the capability to offer a certain segment of properties to the public en masse much akin to a public auction. The software may have API abilities to connect to other offices in the County of Cook or other public agencies in order to share that information in real-time. \
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- **Work Samples**: Respondents shall provide at least three (3) samples of work that are currently being delivered and/or hosted. If your organization does not have three samples from three different entities, please detail the reason. Please provide visuals or hyperlinks where the CCLBA would be able to view this work.
 - **References**: Respondents shall provide at least three (3) references that can be used for references. For each reference, please specify how long your organization has been under contract with the entity as well as a valid contact person's email, phone number, and whom the CCLBA would be able to contact. The references provided can be the same references provided above as a sample project.
 - **Pricing**: Respondents shall provide a detailed, line-item pricing sheet for the period 12/1/2024 – 11/30/2025. This may or may not include subscription services for the CCLBA as whole, individual subscription services for staff members, pricing for vendors if applicable, and pricing for data storage/backup storage if applicable. Respondents shall also provide any ad hoc costs or range of costs if the CCLBA requests any customization or work that would be outside the parameters of the software's capability.
 - **Community Engagement**: Respondents shall describe how their work impacts the local community. Specifically, a successful Respondent will supply how their software would be able to successfully capture community sentiments and interests. This could entail highlighting specific software capabilities or the ability for the software to be readily accessible to community leaders and residents who would have the potential to influence decision-making on the local scale.
 - **Timeline**: Respondent shall include a detailed timeline of analyzing CCLBA processes (see attached exhibits as samples) and implementing them so that they are functioning within a 4-6 week timeline. This timeline should include proper education and tutorials for staff to become intimately familiar with operating the software.
 - The timeline provided should also meet the requirements of having the software up and running for public consumption within three (3) weeks of being notified as the successful Respondent.
 - The timeline should also specify when all legal documents can be successfully uploaded into the software platform (if applicable) and available to internal staff.

- **Data Backup:** If a cloud-based software, Respondent should provide information on who is backing up CCLBA data, the frequency of when data is backed up, the limits of how much data can be backed up, and how accessible the data is if the system goes offline or any emergency. If there are any storage costs associated with backing up the data, please provide that as well. If the system is not a cloud-based software, please respond to the above questions as it pertains to your system.
- **Licensing & Insurance Information:** Pursuant to the RFP and before a contract is executed, the apparent successful Respondent 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 Respondent’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.
- **Economic Disclosure Statement & Execution Documents:** Respondents must complete and return the enclosed “Economic Disclosure Statement and Forms” (“EDS”) along with proposal. All references to “County” in the EDS shall include the CCLBA. 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.

6. SUBMITTAL DEADLINES & SIGNIFICANT DATES

Successful responses and bids to this Request for Proposal shall submit an electronic copy (Adobe PDF preferred) to info@cookcountylandbank.org with the initial subject line of, “Property Management RFP Submittal...” A successful Respondent will adhere to the following deadlines:

PROPERTY MANAGEMENT RFP - GENERAL TIMELINE	
Issuance of Request for Proposal (RFP); Please reach out to Alex Simmons at alex@cookcountylandbank.org before Tuesday, October 15th @ 10AM to sign-up to attend the pre-submission meeting	Tuesday, October 8th, 2024
Mandatory pre-submission meeting will be conducted; Please reach out to Alex Simmons at alex@cookcountylandbank.org before Tuesday, October 15th @ 10AM to sign-up to attend the pre-submission meeting	Tuesday, October 15th, 2024 @ 3PM CST
Initial submissions of RFP will be accepted	Thursday, October 17th, 2024
Final deadline for submission of RFP	Tuesday, October 22nd, 2024 @ 4PM CST
All Respondents notified & interviews scheduled for eligible Respondents*	Wednesday, October 23rd, 2024
Interviews for eligible Respondents conducted*	November 4th - 6th, 2024
Selection Committee convenes & makes final decision	Thursday, November 7th, 2024
All eligible Respondents notified & contract executed	Friday, November 8th, 2024
Implementation of software executed as per the outline set forth in the RFP**	Monday, November 11th, 2024 - Friday, November 29th, 2024

**Please note that the Interview will be scheduled only upon determination that the Respondent has met all conditions outlined in the Scope of Work and discussed at the pre-submission meeting. Upon the time of scheduling, as part of the interview the CCLBA will provide eligible Respondents a series of CCLBA data that the CCLBA would like (but not required) to have demonstrated at the Interview in order to determine how that data would look and operate in the respective system. More information will be provided at the pre-submission meeting to be held on October 15th.*

***The CCLBA's goal is to have the software completely implemented within six (6) weeks & operationally functional within three (3) weeks. If you feel the implementation schedule is not attainable or unreasonable, please feel free to provide your own timeline and specify the reasons why the CCLBA's timeline is unattainable.*

Responses sent by mail or fax will not be accepted. Confirmation will be provided by the Cook County Land Bank Authority (CCLBA) staff within one (1) day after the date of submission. CCLBA reserves the right to reject any/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.

7. RESPONDENT WARRANTIES

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

8. MODIFICATION OF RESPONSES

Respondents may withdraw Responses at any time. No modifications will be accepted on Responses submitted. However, revised Responses may be resubmitted prior to the submission deadline date.

9. QUESTIONS & NOTICES

All communications concerning this RFP must be presented in writing via email to info@cookcountylandbank.org with the subject line, "Property Management RFP Question..."

10. COOPERATION WITH THE INSPECTOR GENERAL

Persons or businesses seeking contracts from the CCLBA are required to abide by all 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.



COUNTY ORDINANCE REQUIREMENTS

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

1. LIVING WAGE

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

2. PREVAILING WAGE

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

3. 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.

4. PREVAILING WAGE 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.

5. RECYCLED PRODUCTS

All CCLBA procurements 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.”

6. PREDATORY LENDERS

All CCLBA procurements 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.

7. COMPLIANCE WITH CHILD SUPPORT ORDERS

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

8. MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES

All CCLBA procurements 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.

9. LOCAL BUSINESS PREFERENCE

As provided in Section 34-230 of the Cook County Code of Ordinances, the Executive Director shall recommend award of the Contract 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%.

10. VETERAN’S PREFERENCES & INCENTIVES

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



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. The final Contract may contain additional conditions.

1. SUBCONTRACTING OR ASSIGNMENT OF CONTRACTS

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

2. INDEMNIFICATION

The Contractor agrees to indemnify and save harmless the CCLBA and its directors, consultants, employees, agents and representatives, and their respective heirs, successors, and assigns, from and against any and all costs, expenses, attorneys' fees, losses, damages, and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts and omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Contractor.

3. 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 the CCLBA.

4. PREPAID FEES

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any service or contract good to be provided pursuant to this Contract, Contractor shall refund to the 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) calendar days of the effective date of the termination.

5. 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.

6. DISPUTES

The Chief Procurement Officer of CCLBA 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 section of the Contract. 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.

7. MODIFICATIONS & 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 ten (10) percent over the contract award.

8. DEFAULT

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract, where Contractor has failed to cure such breach within fourteen (14) calendar 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:

- i. Failure to begin performance under this contract within the specified time;
- ii. Failure to perform under this 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;
- iii. Performance of this Contract in an unsatisfactory manner;
- iv. Refusal to reperform services deemed to be defective or unsuitable;
- v. Discontinuance of performance of Contractor's obligations under the Contract or the impairment of reasonable progress of performance;
- vi. Becoming insolvent, being declared bankrupt, or committing any act of bankruptcy or insolvency;
- vii. An assignment of this Contract for the benefit of creditors;
- viii. Any cause which impairs performance in an acceptable manner;
- ix. Any other material breach of any term or condition of this 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) calendar days after written notice of breach has been given by the Contractor to CCLBA, setting forth the nature of the breach.

9. COOK COUNTY LAND BANK AUTHORITY REMEDIES

If the Contractor fails to remedy a material breach during the fourteen (14) calendar day cure period pursuant to Section 2(h), CCLBA shall have the right to terminate this 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.

10. CONTRACTOR’S REMEDIES

If CCLBA has been notified of breach and fails to remedy the breach during the forty- five (45) calendar day cure period pursuant to Section 2(h), the Contractor shall have the right to terminate this Contract, provided however, the Contractor shall give CCLBA thirty (30) calendar 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 the CCLBA. Contractor shall not disrupt the operation or repossess any component thereof.

11. DELAYS

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

12. 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 the CCLBA at its own expense against any suit or proceeding brought against the 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.

13. COMPLIANCE WITH LAWS

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

14. TERMINATION FOR CONVENIENCE

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

15. GUARANTEES & WARRANTIES

All guarantees and warranties 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 warranties 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 the CCLBA.

16. 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 a reasonable period of time prior to the offering of the Response will be considered experimental.

17. CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or any time thereafter, except solely as required in the course of Contractor's performance of services hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting 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 the 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 the CCLBA free of charge.

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

18. AUDIT: EXAMINATION OF RECORDS

Contractor agrees that the CCLBA 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 to sufficiently document the costs associated with performance under the terms of this Contract.

Contractor further agrees that it shall include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the CCLBA 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 or of the Contract.

In the event the Contractor receives payment under the Contract which is later determined by the CCLBA to be unwarranted, the Contractor shall promptly refund the unjustified amount to the CCLBA on request, or at the CCLBA's option, the CCLBA may credit the disallowed amount from the next payment due or to become due to the Contractor under any Contract with the CCLBA.

19. 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 this Contract are of no force and effect.

20. FORCE MAJEURE

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

- **ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT** *(See separate PDF)*
- **COUNTY INSURANCE REQUIREMENTS** *(See separate PDF)*