BIDDER: Digby's Detective & Security Agency, Inc.

CONTRACT FOR SERVICE

DOCUMENT NO. 10-53-199 REBID

UNARMED SECURITY GUARD SERVICES
FOR
CLERK OF THE CIRCUIT COURT OF COOK COUNTY

BIDS TO BE EXECUTED IN TRIPLICATE
BID OPENING WILL BE ON WEDNESDAY, JANUARY 4, 2012 AT 10:00 A.M.
LATE BIDS WILL NOT BE CONSIDERED
DELIVER BIDS TO 118 N. CLARK ST., ROOM 1018, CHICAGO, IL 60602

CONTACT: KEVIN CASEY, SPECIFICATION ENGINEER, AT 312-603-6830
EMAIL: kevin.casey@cookcountyil.gov

ISSUED BY THE
OFFICE OF THE CHIEF PROCUREMENT OFFICER

BOARD OF COMMISSIONERS
COUNTY OF COOK
TONI PRECKWINKLE, PRESIDENT

11030 REQ. #15290001 1118

Digby's Detective & Security Agency, Inc.

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ASIS

Advancing Security Worldwide

Proposal for:

Unarmed Security Guard Services for Clerk of the Circuit Court of Cook County Document No. 10-53-199 REBID

Bid Box
Office of the Chief procurement Officer
County Building
118 N. Clark Street, Room 1018
Chicago, IL 60602

Date/Time: Wednesday January 04, 2012 10am

CONTAINS 1 Original Bid Document w/ 3 Original Execution Pages

Notice: This proposal includes proprietary data that should not be shared outside the officials for which it was prepared for and should not be duplicated, in whole or in part, for any purpose other than to internally evaluate this proposal. The data subject to these restrictions is contained on all sheets of this proposal. (FOIA Reserved)

Digby's Detective & Security Agency, Inc.
Real Security · Real Service · Real Professionals

December 28, 2011

Board of Commissions
County of Cook
Toni Preckwinkle, President
118 N. Clark Street
Chicago, IL 60602
Attn: Mr. Kevin Casey, Specification Engineer

RE: Proposal in Response to Document NO. 10-53-199 Unarmed Security Guard Services for Clerk of the Circuit Court of Cook County

Dear Casey:

On behalf of the entire Digby's Detective & Security Agency, Inc. family, please accept our sincere appreciation for your consideration of the following Expression of Understanding and attached bid document reference the above captioned opportunity.

Throughout the years, Digby's has provided security and related services to numerous government and quasi-government agencies as well as private organizations. Many of our current customers have needs that are identical to yours. As example, we have provided unarmed security guard services to the County of Cook Hawthorne Warehouse and parking lot for the past six (6) years. Our officers perform access control to make certain only authorized persons enter the facility, staggered foot and vehicle patrols of all interior and exterior portions of the facility and maintain good order by enforcing facility rules and regulations concerning access control, life safety and property removal. Persons such as Curtis Florence of the Office of Capital Planning and Policy can attest to our service and prompt response. Additionally we provide security services at the County of Cook Juvenile Detention Center as subcontractor to Impark.

Digby's is a Department of Homeland Security Certified Security Contractor, Federal General Services Administration Certified Security Contractor/Organization, Federal General Services Administration Advantage Schedule 85 Total Security Solutions contractor and Vet Business Certified Organization. Digby's is also a State of Illinois Certified M/W/DBE organization, County of Cook Certified M/WBE organization and City of Chicago Certified M/WBE organization.

We would like to draw your attention to Tab 2 Price Narrative of this response for an in-depth explanation of our completed Page EX-1.

As the following Expression of Understanding demonstrates, it is with the same level of commitment to excellence we offer all customers that our services are delivered whereby the employees, vendors, visitors and guest of the Clerk of the Circuit Court are the great benefactor.

Sincerely,

Joseph Lee, Ph.D., CIPM
Director for Marketing/Business Development/Client Services

EXPRESSION OF UNDERSTANDING

INTRODUCTION

Through its thirty-one years of providing security services having developed experience and an excellent reputation with government and private organizations, Digby's Detective & Security Agency, Inc. is fully informed and current regarding security risks and issues. Just as important, because we have experience at providing security services to Government and Quasi-Government agencies including the County of Cook and the Circuit Court of the County of Cook that are identical to those described in the solicitation, Digby's is involved in developing, instituting and enacting appropriate security programs from small to large local and multi-geographical customers.

The Circuit Court of the County of Cook utilizes unarmed contract security officers that provide access control and related protective services. This mission critical task aids the Circuit Court by providing a safe and secure environment and a level of good order. Based upon past performance at the Hawthorne Warehouse of Cook County where the Circuit Court maintains court records and documents, related service locations and current exemplary service to relative locations, we have great insight relating to challenges at your locations. Digby's therefore realizes and has adopted a proactive and comprehensive security approach that incorporates three elements: Prevention, Detection and Response.

Prevention includes understanding the role of contract security at the specified location, recruiting, orientating, training and properly supervising a staff of regular and contingency officers that are professionally uniformed, well-trained, knowledgeable and attentive to their duties and surroundings. It also will require security officers who are highly visible and vigilant during meetings such that the goal of creating, maintaining and enhancing a secure environment is achievable.

Detection measures require officers assigned to perform fixed point monitoring and roving foot patrols. Officers will be required to consistently monitor the facility to ensure issues that compromise the overall security program and safety of people, documents and equipment. It also requires officers to immediately detect and report fire/safety and life/safety hazards. The purpose is to determine the potential for or if security and good order have or can be compromised.

Officers assigned will be appropriately trained to accurately respond to incidents, maintain good order, and seek the assistance of emergency responders when circumstances dictate, sign complaints and develop clear and concise reports in a timely manner.

Response is another key area that involves the consistent enacting of appropriate measures to real and potential threats that jeopardize successful meetings. Officers will be trained and tested on duties that require immediate response and emergency notification to on-site and other authorized officials. Such responses include and are not limited to attempts to gain

unauthorized access, persons attempting to be disruptive and emergencies (fire, medical, building evacuations, etc.) notification of access violations and fire/safety hazards.

TRAINING

The late Robert L. Digby, Founder, President & CEO of Digby's retired from the Chicago Police Department with the rank of Lieutenant and was a graduate of the FBI Academy in Quantico, VA. During his tenure with CPD, Mr. Digby oversaw the critical administrative section of the Chicago Police Training Academy. Most if not all five or more year veterans of the Chicago Police Department became familiar with Mr. Digby's proactive stand on training and education. Education and training are therefore catalyst for the fulfillment of our customer service and service excellence programs.

Digby's is a State of Illinois Certified Training Academy where persons seeking to begin a career in private law enforcement are trained and certified (upon successful course completion and examination). The Training Academy is housed in Digby's corporate headquarters located at 2630 South Wabash Avenue in Chicago, IL. The academy is a state of the art facility with multi-media and individual pc work stations having internet access for training and research purposes.

The State of Illinois requires only eight (8) hours of annual training for security officers employed in the security industry for one or more years and twelve (12) hours for officers employed for less than twelve (12) months. It is important to note that annual training is the burden of the individual officer and at his/her own expense.

Digby's on the other hand provides one hundred twelve (112) hours of **paid** annual training to its officers. Each year, Digby's Division of Education and Training reviews requisite training and skills required by customers and in turn incorporates the information into an annual training program that can be made proprietary to a specific customer. The twelve month program centers upon needs identified during the previous year service and emerging issues and trends relating to both private and public law enforcement.

- ***Pre-Assignment Training***

  In most cases, during project ramp-up, the following topics comprise the pre-assignment course instruction that will be given at our corporate training facility. All officers will be required to attend and successfully complete the three (3) day pre-assignment course.

  Security Officer Orientation
  Orientation to the working relationship and expectations of the customer and Digby's.

  Access Control
  An in-depth review of the customer's access control policies and procedures.

  Emergency Notification Procedures
  Identifies the customer's emergency notification procedures and specific procedures for each location.

  The History of the Law, Police, and Private Protective
  A brief re-introduction and history of policing that is relevant to private security at customer's facilities.

Client Specific Hierarchy Structure and Chain of Command
Provides a detailed of the customer's hierarchy and individual site management structure.

The Laws of Detainment, Search, and Seizure as They Apply to the Security Officer
The laws of arrest, search, and seizure will be introduced from the Illinois Criminal Code. With emphasis on how they apply to security and the customer.

Civil and Criminal Liability for Acts Relating to Private Security
The civil and criminal liability to the individual officer, the firm, and the facility will be discussed.

The Use of Force: Non-Deadly
The legal and moral obligations of the use of force will be discussed. Non-Deadly Progressive Force will be discussed and demonstrated.

Crisis Management
Responsibilities of security officers, supervisors and field management during crisis management situations are discussed and demonstrated.

The Elements of Criminal Offenses Under the Illinois Criminal Code Directly Relating to the Protection of Persons and Property
The Illinois Criminal Code as related to offenses against persons and property and the necessary elements for each offense.

Report Writing
Actual report writing practical. Officers practice writing reports including the: who, what, where, when, why, and how of documenting information.

Customer Service
The importance of excellence in customer service to the provider and the firm.

Professionalism and Public Relations
How professionalism and excellent public relations affects the officer's duties and reflects on the individual, his/her peers and the Department.

- Job and Task Specific Training (OJT)

Once formulated, the OJT and site specific training occurs via the field management and supervisory staff. All OJT training is based directly upon the Post Specific Orders for each individual site. Training is documented on the Field Training Record (FTR) that is input into our training software, reviewed by the project manager and training director and shared with our client representatives on a monthly basis.

1) On-Site Field Supervisory Inspection and Training – as part of the on-site inspectional program, field supervisors are required to perform training with each security officer based upon their site specific post orders and documented on the Digby's Field Training Report (FTR). Completed contract/site specific FTR's are available for inspection via Digby's client portal. The FTR indicates:

   a. The specific task being reviewed at the time of inspection

   b. If the officer was able to perform the assigned task and the degree of success

c. If the officer demonstrates a satisfactory competency level or if additional training is required

d. If the officer capable to continue performing at a satisfactory level or if the officer is not appropriate for the site assigned.

- Formal Continuous Training

As part of the 2012 Training Program established by the Division of Training and Education, all officers are required to attend and receive one hundred twelve (112) paid hours of annual training. Training takes place each pay week and is offered on Tuesday morning and evening in addition to Saturday classes. Those unable to attend any of these three times are given the opportunity to attend a monthly training class that consists of the two bi-weekly training classes for that particular month. Monthly training is held on the last Sunday of each month.

The 2012 In-House Officer Training/Recertification & IDFPR Fulfillment Program includes the following subjects:

The History of the Law, Police, and Private Protective
A history of policing and the introduction of private security due to necessity.

The Laws of Detainment, Search, and Seizure as They Apply to the Security Officer
The laws of arrest, search, and seizure will be introduced from the Illinois Criminal Code. With emphasis on how they apply to security.

Civil and Criminal Liability for Acts Relating to Private Security
The civil and criminal liability to the individual officer, the firm, and the facility will be discussed.

The Use of Force: Non-Deadly
The legal and moral obligations of the use of force will be discussed. Non-Deadly Progressive Force is discussed, demonstrated and practiced.

Crisis Management
Responsibilities of security officers, customer representatives and emergency responders is discussed and demonstrated in depth.

The Elements of Criminal Offenses Under the Illinois Criminal Code Directly Relating to the Protection of Persons and Property
The Illinois Criminal Code as related to offenses against persons and property and the necessary elements for each offense.

Report Writing
Actual report writing practical. Officers practice writing reports including the: who, what, where, when, why, and how of documenting information.

Customer Service
The importance of excellence in customer service to the provider and the firm.

Professionalism and Public Relations
How professionalism and excellent public relations affects the officer's duties and reflects on the individual, his/her peers and the Department.

Traffic Control and Management
Officers are taught and required to demonstrate the correct use of handheld traffic control devices (glow-wand) and IDOT standard hand signaling. Officers will also be taught and required to demonstrate correct procedures of traffic flow management to allow smooth flow of pedestrian and vehicular traffic into and out of parking lots.

Fire Prevention. Fire Equipment, and Fire Safety
How fires are prevented and working knowledge of fire equipment will be discussed and demonstrated.

Hazardous Materials
Identification of Hazardous Materials by container, signs and symbols. Emergency procedures in the case of accidental spills.

Bombs and Bomb Threats
Identification of suspicious packages and envelops. The information gathering when receiving a telephone threat or letter. Notifications of such threats to proper authority.

First Aid/CPR& AED Training and Certification (when contractually required)
Officers will receive American Red Cross Certified First Aid and CPR training and certification upon successful completion of course. Officers will also receive training certification on American Red Cross Standard Automatic Defibrillation Equipment. CPR and AED will be recertified each year. First Aid will be recertified at the end of every second year.

Chapter 38 of the Revised Illinois Compiled Statutes
Chapter 38 governs all forms of law enforcement and is the pinnacle of developing staff.

The Service and Process of Report Writing
Examples of proper reporting and practice of report writing. The fact that many persons and departments utilize the reports.

Reliability and Good Judgment
How reliability and good judgment reflect on the individual and the firm. An unreliable officer is not an asset.

Multicultural Diversity & Sensitivity
Interfacing with many different races, nationalities, religions, and cultures. Everyone deserves the utmost respect.

Sensitivity
Teaches officers the need for patience, understanding and respect for those who may not be able to communicate as quickly, verbalize their thoughts clearly, or not necessarily understand or agreeable to certain rules and policies.

Communication and the Proper Use of Communication Equipment
An introduction to the methods of communication and the equipment, including the use of the standard 10 codes.

Vehicle Operation and Safety Inspections (locations requiring the use of vehicles)
AARP course entailing the proper safe driving of all vehicles including defensive driving practices, the importance of regular vehicle inspections and maintaining proper condition of vehicles.

An Overview of Post Duties
Specific training at each security post, including familiarization of the post specific orders.

Client Specific Hierarchy Structure and Chain of Command
A detailed discussion of client specific hierarchy and management structure.

Patrol Procedures
Proper patrol procedures, specifically as they relate to client specific services is outlined and discussed. Each post and each shift is addressed individually.

- Annual Retraining and Recertification

  Digby's Detective & Security Agency, Inc. houses a full time Division of Training & Education led by Alonzo Mosely, Ph.D. EQ, Director for Training and Education. Mr. Mosely can be contacted at (312) 326-1100 or amosely@digbysecurity.com.

  Digby's executive and mid-management staff consists of persons with extensive public and private law enforcement and security experience and education. Because of this, we are well able to provide all levels of in-house training including CPR/First Aid and AED training and certification in addition to State of Illinois certified unarmed and armed training certification classes.

  Digby's utilizes Staff Files that is a separate human resource software solution; vertically integrated with our In-Time Security Scheduling Software. Each course previously identified is assigned a course number. At the end of each training course, participant information and outcome is entered onto the employee file using the training portion of Staff Files. User defined queries can be set to determine the status of training for any individual during the calendar year. We are therefore able to notify employees of the courses they have and have yet to take prior to the year ending. Dependent upon specific customer requirements, employees who fail to receive contract specified training will no longer be eligible for scheduling until the training curricular is satisfactorily completed.

- Supervisory Development Training (Describe the program that your company utilizes that leads to a professional credential for supervisors.)

  The 2011 Supervisor Training Program that is conducted on a bi-weekly basis consists of the following courses and is certified by High Impact Training Solutions (HITS) on-line services (http://hits.astcorp.com/security/sst.html):

  - Introduction to Supervision
  - Self-Improvement
  - Supervisor Responsibilities

- Digby's Human Resource and Operational Policy & Procedures
- Civil Liability and the Supervisor
- Employee Relations and Employee Appraisals
- Safety and the Supervisor's Responsibilities
- Supervisor Duties and Responsibilities For Emergency Management and Response
- The Field Training Program
- Goals and Objectives of the Field Training Program
- The Field Training Record
- Security Officer Development
- Discipline and Progressive Disciplinary Procedures
- Authority and Control
- Leadership
- Principles of Customer Service
- Handling Complaints and Grievances
- Professionalism and Ethics
- Communication Skills in Supervision
- Inter-Acting with Client Representatives
- Determining Security Officer Fitness for Duty
- Quarterly AARP Driving Examination

Personnel Requirements and Recruitment

Digby's understands the importance of providing fully licensed and certified competent and professionally trained security officers at all client locations; particularly at during special events. Our Targeted Recruitment Program (TRP) seeks to always place the best employee at the type of service location they are best fit for. In this manner, the "residential" officer is not assigned to an industrial setting.

Digby's pre-employment, hiring and placement program consists of:

1. **Screening process and company standards for new hires**

   All candidates must:

   - Be 21 years of age
   - Possess a high school diploma or GED
   - Be able to successfully complete a county, state and federal criminal background investigation
   - Successfully complete a Panel I, II, III and IV drug screen examination.
   - Successfully complete a physical fitness examination administered by a licensed physician.
   - Possess a valid State of Illinois 20-hour unarmed training certificate by a State authorized training facility (Digby's is a State of Illinois Certified Training Academy).
   - Possess a valid Illinois Department of Financial and Professional Registration (IDFPR) Permanent Employee Registration Card (PERC).
   - Be an American citizen

- Have verifiable work history (investigation includes ten (10) prior years of employment)
- Have verifiable residency history for (investigation includes ten (10) prior years of residency)
- Complete the AARP Driving Class for officers assigned to a vehicle position where required by contract.
- Complete a London House psychological examination and Stanton Survey.

2. **Background check methods and policies**
   Digby's is an Illinois Certified Live-Scan provider that performs ISP and FBI investigations utilizing the electronic capture of fingerprints and submittal to receiving agencies. Digby's has partnered with USIS, the nation's largest and highest rated background investigation services to perform pre-employment screening for all its employees in related services provided to customers.

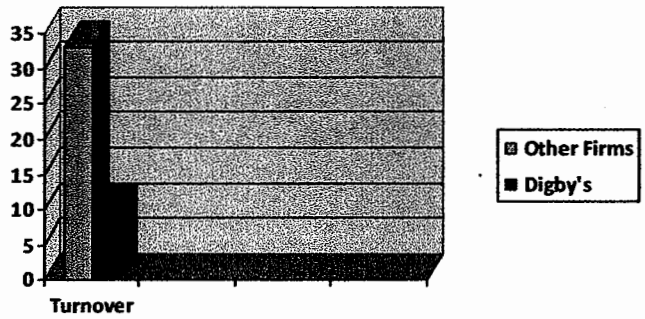
3. **Interviewing policies**
   All candidates who successfully pass the pre-screening process are interviewed by the Human Resources Department. Upon successful completion, candidates are again interviewed by a management level person for the receiving department that in this case will be the on-site contractor manager. When requested, candidates will be interviewed by the contract representative.

4. **Hiring decision policies**
   Based upon successful completion of pre-employment screening and interview process, a hire/no-hire decision is made jointly by the Human Resources and receiving department.

Personnel Management

1. **Assuring High Quality Officers**
   To ensure proper coverage, Digby's recruitment program seeks to recruit officers with relevant security experience as well as students from the Digby's Training Academy who scored in the top five percent (5%) of classes and demonstrate a willingness and ability to excel. The targeted recruitment program establishes a minimum set of criteria based upon the Clerk of the Circuit Court specific requirements and qualifications. Hiring decisions stress the Clerk of the Circuit Court needs over manpower needs thereby ensuring placement objectives based upon the clear and demonstrated potential of an officer to satisfy customer contractual requirements.

2. **Minimizing Turnover**
   The security industry annual turnover rate is thirty-three percent (33%). Digby's annual turnover rate is under ten percent (10%). The frustration of repeatedly requesting the removal of officers and the burden of constantly training newly assigned officers diminishes the goal of having contracted services and ultimately



jeopardizes the security program. Our ability to reduce turnover thereby maintaining consistent excellent service is based upon seven (7) principals including:

1) **Turning Managers Into Retention Champions**: On-site management representatives are trained to fully understand all aspects of service and incorporate methodology, policies, practices and institute principals to ensure expectations for each tasks can be learned and performed on a consistent basis.
2) **Individualize the Security Service**: Our security officers are our product and responsible for bringing to life our philosophy of customer excellence and corporate goal of establishing partnerships to address the needs of our client.
3) **Provide Clear and Balanced Expectations**: The biggest impact on turnover reduction and morale boosting comes from establishing both a career path and a passion for growth. By establishing clear and measurable performance plans, each officer is aware of what is expected of them. They also know what they can expect in return for their efforts. We find officers are better able to perform their duties when they know exactly what their duties are and how to perform their duties.
4) **Investing in Training**: Security officers assigned to the Clerk of the Circuit Court attend **paid** training classes. Officers earn an additional $1,500.00 each year while also fulfilling their State mandated continuing education requirements. Other companies require officers to receive training on their own time and at their own expense.
5) **Excellent Work Environment**: Because we work so closely with our customers, the work place for our employees is less stressful. From managers to supervisors and officers, everyone is aware of the job at hand and each person's roll in their task.
6) **Opportunities for Advancement**: Each executive staff member has risen from the ranks of security officer throughout their career and frequently shares their stories with officers during training programs. Additionally, over ninety percent (90%) of all field supervisors and management staff are promoted from within the ranks of our security officers. And as we are a growing company with better than average wages, officers know there are advancement opportunities for those who excel.
7) **Tools to do the Job**: Making bricks without straw is a common error of most security services providers. Officers are required to accomplish much but given little. We believe our field staff must be provided with every tool to effectively and consistently perform. Be it training, equipment or a voice to express concerns, our officers can impact and increase the potential for service excellence at their assigned places of performance.

3. **Compensating Officers**

One pitfall of the security industry is large and new firms that either have the capacity to "low bid" projects and "low bid" projects to get a start. Many of these companies pay wages that are a little better than minimum wage requirements. It is evident that very little is manufactured in the United States and we are now a service driven economy. However, customer service is lacking due in part to people not being able to earn a living wage. Digby's strategy for growth is to seek those opportunities that offer the highest potential for developing programs consistent with quality standards. We feel it better to be a company that consistently provides service excellence than one driven by "district" profitability requirements.

Our compensation package that attracts and retains the top echelon of licenses security officers includes:

- Giving officers a chance to mature both personally and professionally by utilizing training and development strategies geared towards personal growth.
- Better than competitive hourly wages that allow us to recruit from the upper echelon of each pay scale and lessen the chance of employees "shopping" their service
- Better than competitive health and welfare benefits for the individual employee and their families.
- Vacation accruals beginning on the first day of work.
- Four (4) paid Universal days per annum. Employees can use these days for any reason without the need to draw from vacation, sick and personal days
- Employee 401K plans with matching dollar contributions.
- Additional income for earned education credits offered weekly at our corporate offices. Officers can earn more than $1,500.00 annually for attending our paid training classes to obtain their annual IDFPR required training.

Uniforms and Equipment

The following is excerpted from the Digby's Detective & Security Agency, Inc. Security Officer Policy Manual:
The purpose of this policy is to set forth procedures, regarding uniform dress standards and standards for appearance of uniformed security officers.

All uniformed security officers employed by DIGBY'S DETECTIVE & SECURITY AGENCY, INC., will be neatly groomed and in proper uniform at the beginning and for the entire duration of their tour of duty.

Security Officer Appearance

- Hair
  - Males – The security officer must wear a hairstyle that is neat and well groomed at all times. Side burns must be trimmed and not extend past the bottom of the ear lobe. Temple fades are acceptable; however, the hair may not extend below the nape of the neck and may not be extreme. Examples of extreme hairstyles are those that have multiple parts, designs, pony tails, braids, etc.
  - Females – The security officer must wear a hairstyle that is neat and well groomed at all times. If the hair is dyed, it must be one solid color. The hair may not be "streaked" with different colors. Hairstyles such as the "natural" or "Afro" may be worn provided they are neatly shaped and full. Extreme hairstyles such as cold waves and "onion rolls" are not permitted. Long hairstyles are permissible if the hair does not cover the face/eyes and does not extend pass the top of the shirt collar. Navy blue or black ribbons may be used for the purpose of holding the hair away from the face and in the back. However, stickpins, bows, barrettes, etc. are not allowed.

- Facial hair/Makeup
  - Males – Security officers may wear a mustache that is neatly groomed and does not extend past the corner of the mouth. Security officers will not have beards or goatees as the officer must be clean-shaven while on duty. Exceptions will be made for those

officers who provide medical statements that will be maintained in his personal file and updated annually.
- Females – Makeup that enhances the natural features is encouraged. Foundations, mascara, blush, and lipstick should always be a natural color and lightly applied.

- Jewelry
  - Males – Earrings and neck chains may not be worn while in uniform and on duty.
  - Females – One stud earring may be worn on each ear. Loop style, fashion, nose, tongue, and eyebrow jewelry are not to be worn while the officer is in uniform and on duty. The security officer may not wear necklaces, bracelets, and anklets while on duty.
  - Male & Female – Only rings such as wedding bands and class rings may be worn, while the officer is on duty, up to a maximum of three rings for both hands. However, stylish jewelry such as those that have initials or other engravings is **not permissible**. Security officers may wear a wristwatch but are not allowed to wear bracelets. EXCEPTION – MEDIC ALERT BRACELETS

- Fingernails
  - Fingernails must be clean and well maintained and should not extend one-quarter inch beyond the tip of the finger. Clear enamel and flesh tone polishes may be worn, but must be maintained. Decorative styles, multi-colored styles, and stones affixed to the fingernail are **not permitted**.

- Personal Hygiene
  - As security officers maintain close contact with others, it is necessary that they are not offensive due to poor, personal hygiene. Therefore, officers must practice good hygiene. This includes, but is not limited to bathing/showering, brushing of teeth and use of antiperspirant deodorant. The officer may wear cologne and after-shave that does not have a heavy or over-whelming fragrance.

Uniform Dress Appearance

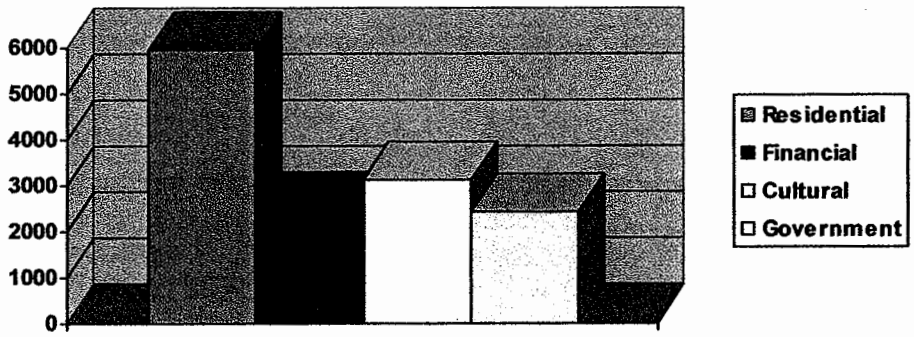
All security officers will maintain a uniform dress appearance that represents our Customer Service Philosophy. Therefore, all officers will clean and maintain their uniforms on an on-going basis. The following comprises the DIGBY'S DETECTIVE & SECURITY AGENCY, INC. security officer's uniform.

- **Blue "Paragon" uniform shirt manufactured by Elbeco or Flying Cross (long or short sleeve for winter or summer dress)** – Must be cleaned/pressed with military style creases on both sleeves
- **Navy blue uniform trouser** – Must be cleaned and pressed with visible creases in both front and back portion of the pant legs.
- **Security officer shield** – Must be silver for all security officers, and gold for supervisors, with a high polish
- **Name plate** – Silver name plate with officers first initial and last name (gold for all supervisors)
- **Digby's security officer patch** – Must be professionally sewn on left shoulder of uniform shirt
- **Five star hat/baseball style cap** – Must have Digby's patch professionally sewn
- **Garrison belt** – Must be 2 ½ black leather or Clarino with silver buckle

- **Utility belt** – Must be black leather or Clarino with four leather or Clarino belt keepers that have silver snaps for security officers, and gold for supervisors. The belt must have a high polish
- **Weapon holster** – Black or Clarino gun holster to match the utility belt
- **Shoes** – Must be lace up military like shoe in either black leather or clarino. A high polish must be maintained on the shoe at all times.
- **Socks** – Navy blue or black socks
- **Tee shirt** – A high neck white tee shirt should be worn with the short sleeve summer issue uniform shirt. Only the top button of the shirt may be left unbuttoned
- **Tie** – Navy blue clip on tie cleaned and pressed
- **Tie bar (optional)** – Silver (for security officers) and gold (for supervisors) polished tie bar worn on the winter issue long sleeve shirt. The tie bar must be level with the bottom flap of the shirt pocket if worn
- **Jacket** – Navy blue security jacket. If worn during duty, the officer must purchase a silver security officer shield and name plate (gold for supervisors) for the jacket in addition to having one Digby's patch permanently affixed to the left shoulder, one inch below shirt seam
- **Handcuffs** – Smith & Wesson with case
- **Baton** – Black wooden night stick with baton ring

The officer cannot add or delete from the above prescribed uniform. Failure to properly display all uniform parts as outlined will result in disciplinary action up to and including termination.

Organizational Information



Digby's Detective & Security Agency Inc. is a minority owned and operated security agency that began in 1979 and incorporated in 1981. Digby's began with only three security officers. Although Digby's was under-financed during inception, it was able to establish and maintain a growth pattern resulting in a financially sound and even more promising future. Today Digby's employs hundreds of security officers, management and support personnel who can provide services in Atlanta, Illinois, Missouri and Tennessee. Digby's corporate office is located at 2630 South Wabash Avenue in Chicago, IL.

Digby's is a Department of Homeland Certified Security Provider as well as a General Services Administration Advantage Schedule Holder and Veteran Business Organization Preferred Security Contractor.

INSTRUCTIONS TO BIDDERS
BID CONTRACTS
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INSTRUCTIONS TO BIDDERS

IB-01 DEFINITIONS

A. **BIDDER** shall mean the individual or business entity submitting a Bid Proposal to supply any or all of the services or goods required by the Contract Documents.

B. **BID PROPOSAL** shall mean the Contract Documents as completed by the Bidder which constitutes the Bidder's offer.

C. **CONTRACT** shall mean the agreement between the County and Contractor as set forth in the Contract Documents and as awarded by the Cook County Board of Commissioners.

D. **CONTRACT DOCUMENTS** shall mean collectively the Instructions to Bidders, General Conditions, Special Conditions, Specifications, Attachments, Addenda, if any, Bid Proposal, Site Inspection Certificate, Contractor Certifications and Forms for Minority Participation. The above documents shall be considered as one integrated document setting forth the obligations of the parties.

E. **CONTRACTOR** shall mean the individual or business entity submitting a Bid Proposal and to whom the Cook County Board of Commissioners awards the Contract.

F. **COUNTY** shall mean the County of Cook, a body politic and corporate of the State of Illinois.

G. **DIRECTOR** shall mean the person or persons authorized by the County to act in connection with this Contract. Such authorization shall not include any power to change the scope of the Contract or to obligate the County to pay additional sums beyond the amount of the Contract awarded by the Cook County Board of Commissioners.

H. **CHIEF PROCUREMENT OFFICER** shall mean the Chief Procurement Officer of the County of Cook whose duties and responsibilities are more particularly described in the Illinois Compiled Statutes 1994, 55 ILCS 5/5-36003.

I. **SPECIFICATIONS** shall mean the description of the required services, Contract Goods, equipment, personnel, volume and use statistics and all requirements for the scope of work set forth in the Contract Documents.

IB-02 PREPARATION OF PROPOSALS

The Bidder shall prepare one (1) copy of its Bid Proposal on the proposal forms within the Contract Documents and three (3) execution pages, all with original signatures in the back of the document. Unless otherwise stated, all blank spaces on the proposal forms shall be fully completed. Bidder bears all responsibility for error or omissions in the submission of the Bid Proposal.

IB-03 SITE INSPECTION CERTIFICATE

When required in the legal advertisement or the Special Conditions, the Bidder shall visit the job-site and shall carefully examine and become familiar with all conditions which may in any way affect the performance of the Contract and shall submit certification of such inspection along with the Bid Proposal. The dates and conditions of the site inspection are determined by County.

IB-04 BID DEPOSIT

When required in the legal advertisement, the Bid Proposal shall be accompanied by cash, cashier's check, certified check, bank draft or surety bond in the amount shown in the legal advertisement or as may be prescribed in these Contract Documents. A certified or cashier's check shall be drawn on a responsible bank doing business in the United States and shall be made payable to the order of the County of Cook. The Surety issuing the bond must have a general rating of "A", and shall be a Class VII or higher in the financial size category as defined by Best's Key Rating Guide - Property and Casualty. Failure to submit the bid deposit shall constitute an informal Bid Proposal and such Bid Proposal shall be rejected.

The Bidder hereby agrees that the bid deposit shall be forfeited to the County as liquidated damages and not as penalty in the event Bidder fails to comply with IB-11, IB-13, or otherwise fails or refuses to honor the Bid Proposal upon award of the Contract by the County.

The bid deposit of all bidders will be returned, with the exception of the Contractor, after the County has awarded the Contract. The bid deposit of the Contractor will be returned after the Contract has been awarded and the Contractor has submitted all insurance documentation and the Performance and Payment Bond, as required by the Contract Documents.

IB-05 EXCEPTIONS

If any Bidder intends to take any deviations or exceptions from the Specifications or other Contract Documents, Bidder shall submit to the Chief Procurement Officer a written request for a deviation or exception prior to the date and time of Bid Opening. If the Chief Procurement Officer considers such deviation or exception acceptable, the Chief Procurement Officer shall issue an Addendum setting forth such deviation or exception from the Specifications or other Contract Documents which shall be applicable to all Bidders submitting a Bid Proposal. If no Addendum is issued by the Chief Procurement Officer, then such deviation or exception shall be deemed rejected. The County may reject any Bid Proposal containing deviations or exceptions not previously accepted through a written Addendum. A copy of such Addendum will be mailed or delivered to each Bidder receiving a set of such Contract Documents. Bidder shall acknowledge receipt of each Addendum issued in the space provided on the proposal form. All written requests for deviations or exceptions shall be addressed to:

Chief Procurement Officer
Office of the Chief Procurement Officer
118 North Clark Street, Room 1018
Chicago, Illinois 60602
(Reference the Project Title and Contract Number)

IB-06 BIDDER WARRANTIES

The submission of a Bid Proposal shall constitute a warranty that: (i) Bidder has carefully and thoroughly reviewed the Contract Documents and has found them complete and free from ambiguities and sufficient to describe the Contract work; (ii) Bidder and all workmen and/or employees it intends to use in the performance of this Contract are skilled and experienced in the type of work or services called for by the Contract Documents; and (iii) neither the Bidder nor any of its employees, agents, suppliers or subcontractors have relied on any verbal representations from the County, or any of the County's employees, agents, or consultants, in preparing the Bid Proposal.

IB-07 SUBMISSION OF BID PROPOSALS

All Bidders shall submit the bound copy of the sealed Bid Proposal in an envelope and shall deposit them in the bid box located in the County Board Office of the Chief Procurement Officer, Room 1018, County Building, 118 North Clark Street, Chicago, Illinois 60602 by the date and hour for the Bid Opening as shown in the legal advertisement. The sealed envelope submitted by the Bidder shall carry the following information on the face of the envelope: Bidder's name, address, subject matter of Bid Proposal, advertised date of Bid Opening and the hour designated for Bid Opening as shown in the legal advertisement.

IB-08 BID PROPOSALS TO CONFORM TO REQUIREMENTS OF LEGAL ADVERTISING COOK COUNTY ORDINANCE CHAPTER 34, ARTICLE IV, DIVISION 2, SECTION 34-151.

The County will not entertain or consider any Bid Proposals: (i) received after the exact time specified in the legal advertisements; (ii) not accompanied by the required bid deposit; or (iii) in any other way failing to comply fully with the conditions stated in the legal advertisement therefore.

IB-09 COMPETENCY OF BIDDER

No Bid Proposal will be accepted from or Contract awarded to a Bidder that is in arrears or is in default to the County upon any debt or Contract, or that is a defaulter, as surety or otherwise upon any obligation to said County, or has failed to perform faithfully any previous contract with the County.

IB-10 LOCAL BUSINESS PREFERENCE COOK COUNTY ORDINANCE CHAPTER 34, ARTICLE IV, DIVISION 2, SECTION 34-151(p).

The Chief Procurement Officer shall, in the purchase of all supplies, services and construction by competitive sealed bidding, accept the lowest bid price or lowest evaluated bid price from a responsive or responsible local business, provided that the bid does not exceed the lowest bid price or lowest evaluated bid price from a responsive and responsible non-local business by more than two percent (2%).

"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.

IB-11 CONSIDERATION OF BID PROPOSALS

The County reserves the right to reject or accept any or all Bid Proposals, to extend the bidding period, to waive technicalities in the Contract Documents and/or to direct that the project be abandoned or rebid prior to award of the Contract.

After Bid Proposals are opened and read aloud, they will be evaluated based on the price, conformance with Specifications, the responsibility of the various Bidders taking into consideration factors including, but not limited to, those noted in IB-09, IB-10 and responsiveness to the County's Minority and Female Owned Business Ordinance.

IB-12 WITHDRAWAL OF BID PROPOSALS

Bidders may withdraw their Bid Proposals at any time prior to the time specified in the legal advertisement as the date and hour set for the Bid Opening. However, no Bidder shall withdraw, cancel or modify its Bid Proposal for a period of ninety (90) calendar days after said advertised Bid Opening.

IB-13 ACCEPTANCE OF PROPOSALS

The Chief Procurement Officer shall notify the successful Bidder, in writing, of award of the Contract by the County within ninety (90) days from the Bid Opening date. Upon receipt of the Notice of Award, the Contractor shall promptly secure, execute and deliver to the Chief Procurement Officer any documents required herein.

IB-14 PERFORMANCE AND PAYMENT BOND

When required in the legal advertisement or Special Conditions, the successful Bidder shall furnish a Performance and Payment Bond in the full amount of the Contract on the County Form, a specimen of which is provided herein. The Surety issuing the Performance and Payment Bond must have a general rating of "A" and shall be a Class VII or higher in the financial size category as defined by Best's Key Rating Guide-Property and Casualty.

In the event that the Bidder fails to furnish the Performance and Payment Bond within fourteen (14) calendar days after service of the Notice of Award, the County may elect to retain Bidder's bid deposit as liquidated damages and not as a penalty and the Contract may be terminated. The parties agree that the sum of the bid deposit is a fair estimate of the amount of damages that the County will sustain due to the Bidder's failure to furnish the Performance and Payment Bond and the termination of the Contract.

IB-15 PRICES FIRM

All prices quoted in the Bid Proposal shall be firm and will not be subject to increase during the term of the Contract awarded to the Contractor, except as otherwise provided in these Contract Documents.

IB-16 CASH BILLING DISCOUNTS

Cash billing or percentage discounts for payment will not be considered in evaluating Bid Proposals.

IB-17 CATALOGS

Each Bidder shall submit in TRIPLICATE, where necessary or when requested catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, appointment and finishes not covered in the Specifications but necessary to fully describe the materials, Contract Goods or work proposed to be furnished.

IB-18 AUTHORIZED DEALER/DISTRIBUTOR

The Bidder must be: (i) the manufacturer; (ii) an authorized dealer/distributor; or (iii) able to promptly secure the necessary genuine parts, assemblies and/or accessories as supplied by the original equipment manufacturer (O.E.M.), along with any necessary schematics or drawings to fulfill the contractual obligations. Further, the Bidder must be able to furnish original product warranty and manufacturer's related services such as product information, product re-call notices, etc. Proof of ability to transfer product warranty to the County is to be submitted with the Bid Proposal.

IB-19 TRADE NAMES

In cases where an item is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the Bidder proposes to furnish the item identified and does not propose to furnish an "equal" unless the proposed "equal" is definitely indicated therein by the Bidder. The County reserves the right to review and award alternate Contracts, if the commodity and/or service is suitable to its requirement.

The reference to the above catalog is intended to be descriptive and not restrictive and to indicate to the prospective Bidder articles that shall be satisfactory. Bid Proposals on other makes and catalogs shall be considered, provided each Bidder states on the face of the Bid Proposal exactly what is being proposed to be furnished or forwards with the Bid Proposal an illustration, or other descriptive matter which shall clearly indicate the character of the article covered by the Bid Proposal.

The County reserves the right to approve as an equal, or to reject as not being an equal, any article the Bidder proposes to furnish which contains major or minor variations from Specifications but which may comply substantially.

IB-20 SAMPLES

Bidders may be asked upon request of the Chief Procurement Officer or the Director to furnish and deliver a representative sample sufficient to effectively evaluate each item listed in the Bid Proposal. All samples must be delivered F.O.B. DESTINATION, FREIGHT PREPAID to an identified delivery location within five (5) business days of the request. Samples submitted must be identical to those specified in the Bid Proposal. Submission of other than the samples reflected in the Bid Proposal or failure to furnish samples within the required time period shall be cause for rejection of the Bid Proposal. All samples are subject to mutilation and will not be returned. Bidders shall bear the cost of any samples and shipping or delivery costs related thereto.

IB-21 NOTICES

All communications and notices between the County and Bidders regarding the Contract Documents shall be in writing and hand delivered or delivered via first class United States mail, postage prepaid. Notices to the Bidders shall be addressed to the name and address provided by the Bidders; notices to the Chief Procurement Officer shall be addressed to Room 1018, County Building, 118 North Clark Street, Chicago, Illinois 60602.

IB-22 COMPLIANCE WITH LAWS - PUBLIC CONTRACTS

This Contract is a competitively bid public contract of Cook County government subject to laws and ordinances governing public contracts. The Bidder shall at all times observe and comply with all laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner effect the preparation of the Bid Proposal or the performance of the Contract. If the Bidder observes that any of the Contract Documents are at variance therewith, it shall promptly notify the Chief Procurement Officer in writing and necessary changes shall be effected by appropriate modification.

IB-23 COOPERATION WITH INSPECTOR GENERAL

Persons or businesses seeking County contracts 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

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GENERAL CONDITIONS

GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

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

The Contractor shall identify any and all contractors and subcontractors it intends to use in the performance of the Contract. All such persons shall be subject to the prior approval of the County.

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

GC-02 INDEMNIFICATION

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

GC-03 INSPECTION AND RESPONSIBILITY

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

GC-04 PAYMENT

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents. No payments shall be made without such invoices having been submitted along with a County Voucher Form.

GC-05 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 County, 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 termination.

GC-06 TAXES

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-05.

GC-07 PRICE REDUCTION

If at any time after the contract award, Contractor makes a general 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 this Contract for the duration of the Contract period. Such price reductions shall be effective at the same time and in the same manner as the reduction in the price to customers generally.

GC-08 CONTRACTOR CREDITS

To the extent the Contractor gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific using department. Contractor shall report any such credits to the Chief Procurement Officer.

GC-09 DISPUTES

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

GC-10 MODIFICATIONS AND AMENDMENTS

The parties may during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing. In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond $150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond $150,000, then Board approval will be required.

In the case of Contracts approved by the Board, the total cost of all such amendments shall not increase the Contract by more than 10% of the original contract award and the term may only be extended for up to one (1) year. Such action may only be made with the advance written approval of the Chief Procurement Officer.

In the case of Contracts approved by the Board, modifications and amendments which individually or cumulatively result in additional costs of greater than 10% of the original awarded amount or which extend the term of the Contract by more than one (1) year shall be deemed as authorized with the advance approval of the Cook County Board of Commissioners.

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

GC-11 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 ten (10) days after written notice of breach is given to Contractor by the County, 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 this Contract within the specified time;

2. 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;

3. Performance of this contract in an unsatisfactory manner;

4. Refusal to perform services deemed to be defective or unsuitable;

5. Discontinuance of performance of Contractor's obligations under the Contract or the impairment or the reasonable progress of performance;

6. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency;

7. Any assignment of this contract for the benefit of creditors;

8. Any cause whatsoever which impairs performance in an acceptable manner; or

9. Any other material breach of any term or condition of this Contract.

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

GC-12 COUNTY'S REMEDIES

If the Contractor fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-11, Default, the County shall have the right to terminate this Contract provided, however, that the County shall give Contractor prior written notice of its intent to terminate. Following notice of breach to Contractor, the County reserves the right to withhold payments owed to Contractor until such time as Contractor has cured the breach which is the subject matter of the notice. In addition, the County shall have the right to pursue all remedies in law or equity.

GC-13 CONTRACTOR'S REMEDIES

If the County has been notified of breach and fails to remedy the breach during the forty-five (45) day cure period pursuant to General Condition GC-11, Default, the Contractor shall have the right to terminate this Contract providing, however, that Contractor shall give the County thirty (30) days prior written notice of termination.

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

GC-14 DELAYS

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

GC-15 INSURANCE REQUIREMENTS

1) The Contractor shall require all policies of insurance that are in any way related to the work and are secured and maintained by Contractor and all tiers of subcontractors to include clauses providing that each underwriter shall waive all of its rights of recovery, under subrogation or otherwise, against Cook County, Board of Commissioners and employees of the County.

2) The Contractor shall waive all rights of recovery against Cook County, Board of Commissioners, employees of the County and other Contractors and subcontractors which Contractor may have or acquired because of deductible clauses in or inadequacy of limits of any policies of insurance that are in any way related to the work and that are secured and maintained by Contractor.

3) The Contractor shall require all tiers of subcontractors to waive the rights of recovery against Cook County and all tiers of subcontractors.

Insurance Requirements of the Contractor

Prior to 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 operations under 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.

The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The limits of liability shall be as stated below, unless, prior to the effective date of this Contract, written approval is granted by the Cook County Department of Risk Management for variance from those limits.

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:

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

(2) Broad form all states coverage

GC-15 INSURANCE REQUIREMENTS (CON'T.)

(b) **Commercial General Liability Insurance**

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

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:

(a) All premises and operations;

(b) Broad Form Blanket Contractual Liability;

(c) Products/Completed Operations;

(d) Broad Form Property Damage Liability;

(e) Cross Liability.

(c) **Comprehensive Automobile Liability Insurance**

Comprehensive Automobile Liability to cover all owned, non-owned and hired automobiles, trucks and trailers. The Comprehensive Automobile Liability limits 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 and Sub-Contractors of any tier shall secure and maintain a limit of liability no less than:

1) $2,000,000 each occurrence for all liability

2) $2,000,000 in the aggregate per policy year separately with respect to products and completed operations

2. Additional requirements

(a) Additional Insured
Cook County, its officials, employees and agents shall be named as additional insureds under the Commercial General Liability policy.

(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 Department of Risk Management.

GC-15 INSURANCE REQUIREMENTS (CON'T.)

(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 Office of the Chief Procurement Officer, 118 North Clark Street, Room 1018, Chicago, Illinois 60602 at least 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 the County certificates of insurance maintained by Contractor.

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

GC-16 PATENTS, COPYRIGHTS AND LICENSES

Contractor agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other intellectual property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Contractor's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or to modify the system or its component parts so that it becomes non-infringing while performing in a substantially similar manner to the original system, meeting the Specifications of this Contract.

GC-17 COMPLIANCE WITH LAWS

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract, including but not limited to those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor.

The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

GC-18 DELIVERY

All Contract Goods shipped to the County shall be shipped F.O.B., DESTINATION, FREIGHT PREPAID. Arrangements shall be made in advance by the Contractor in order that the County may arrange for receipt of the materials.

Truck deliveries will be accepted before 3:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or County Holidays. The County is not responsible for delivery delays due to waiting times for loading and unloading at dock locations.

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

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

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 6, SECTION 34-275 to SECTION 34-303

I. POLICY AND GOALS

A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County contracts and to eliminate arbitrary barriers for participation, as both prime and sub-contractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women-owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes a goal of awarding not less than twenty-five percent (25%) of the annual total dollar amount of contracts to certified MBEs and ten percent (10%) of the annual dollar value of all such contracts to certified WBEs.

B. **The County may set contract-specific goals for each contract, based on the commodities or services specified in this bid document. The MBE/WBE percentages required for this contract are stated in the Special Conditions.** A Bid or Quotation shall be rejected if the County determines that a Bid or Quotation fails to comply with this General Condition, including but not limited to, commitments to achieve for this contract, the MBE/ WBE goals of the contract amount or to include a Petition for Reduction/Waiver documenting why the goals are not attainable despite the contractor's Good Faith Efforts. A Bid or Quotation may be rejected and a new Bid or Quotation may be solicited if the public interest is served thereby. Unless otherwise specified in the Bid or Quotation Documents, for purposes of this GC-19, the contract amount is the amount that has been entered on the Proposal page of the Bid or Quotation Documents.

C. Except to the extent that a Bid or Quotation includes a Reduction/Waiver request, the contract MBE and WBE participation goals may be achieved by the Bid or Quotation entities' status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs and WBEs; by establishing and carrying out a mentor/protégé agreement; by the Indirect Participation of one or more MBEs and WBEs used by the entity submitting a Bid or Quotation in other aspects of its business; or by any combination of the foregoing so long as the Utilization Plan evidences a commitment to the MBE and WBE contract goals set forth in (B) above.

D. The same Business Enterprise, whether as a contractor, subcontractor or supplier, cannot be utilized as both a MBE and a WBE on the same contract.

E. To the extent that the Ordinance does not apply to this Bid or Quotation, unless specifically waived in the Bid or Quotation Documents, this GC-19 and the wording of the Ordinance shall apply. If there is a conflict between this GC-19 and the Ordinance or the wording of the Ordinance, the Ordinance or its wording controls.

F. A Contractor's failure to carry out its commitments in the course of the Contract's performance shall constitute a material breach of the Contract and if such breach is not appropriately cured, may result in the termination of the Contract or such remedy authorized by the Ordinance as the County deems appropriate.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 6, SECTION 34-275 to SECTION 34-303

II. REQUIRED BID OR QUOTATION SUBMITTALS

To be considered responsive, a Bid or Quotation shall meet the MBE and WBE goals by submitting a Utilization Plan with the Bid or Quotation, which shall be (1) supported by Letters of Intent from the MBEs and WBEs together with the MBEs/WBEs Letters of Certification, and/or (2) include a written Petition for Reduction/Waiver with the Bid or Quotation supported by documentation of Good Faith Efforts to meet the goals. Failure to submit the documents set forth in (A) and (B) of this Section II in accordance with these guidelines will cause the Bid or Quotation to be considered non-responsive and shall be cause to reject the Bid or Quotation.

A. MBE/WBE Utilization Plan

Each Bid or Quotation shall include with the Bid or Quotation a complete Utilization Plan. The Utilization Plan shall list the names, mail and email addresses, telephone number and contact persons of businesses intended to be used as MBEs and WBEs on the Contract. If the entity submitting a Bid or Quotation, or any of its subcontractors, suppliers or consultants, are certified MBEs or WBEs they shall be identified as an MBE or WBE within the Utilization Plan.

1. Letter(s) of Intent

Except as set forth below, a Bid or Quotation shall include with its Utilization Plan, Letter(s) of Intent executed by each MBE and WBE included in the Utilization Plan and by the entity submitting the Bid or Quotation, which sets forth that each MBE and WBE intends to perform as a subcontractor, supplier, joint venture partner and/or consultant on the contract. The Letters of Intent must accurately detail the work to be performed by the MBE or WBE firm and the agreed rates and/or prices to be paid.

If the Bid or Quotation does not include all Letter(s) of Intent with its Utilization Plan, such Letter(s) of Intent may be submitted to the Office of Contract Compliance within three (3) business days after the date of the Bid or Quotation Opening. Failure to submit all Letter(s) of Intent as required shall result in the Contract Compliance Administrator's determination that a Bid or Quotation is not responsive and shall be cause to reject the Bid or Quotation.

All commitments made by a Bid or Quotation in its Utilization Plan must conform to those included in the submitted Letter(s) of Intent. The Contract Compliance Administrator reserves the right to request supplemental information regarding the Letter(s) of Intent submitted with a Bid or Quotation and such information shall be furnished. (Reference pages EDS-2 for a format sample of a Letter of Intent)

2. Letter(s) of Certification

Only a Letter of Certification from one of the following entities shall be accepted as certification of MBE/WBE status:

County of Cook
Small Business Administration 8A Program
Illinois Unified Certification Program
or any other governmental body or agency approved by the Contract Compliance Administrator as applying certification standards substantially similar to those applied by the County of Cook may also be accepted.

The Contract Compliance Administrator retains the right to reject the certification of any MBE or WBE on the ground that it does not meet the County's definition of a MBE or WBE.

3. Joint Venture Affidavit

In the event a Bid or Quotation achieves MBE and/or WBE participation by entering into a Joint Venture, the Bid or Quotation shall include the required Joint Venture Affidavit which is available in the Office of Contract Compliance. Such Joint Venture Affidavit shall be submitted with the Bid or Quotation along with Letter(s) of Certification.

B. Reduction/Waiver Petition

In the event a Bid or Quotation is unable to meet the applicable contract MBE and WBE participation goals, the Bid or Quotation must include a Petition for Reduction/Waiver and submit the Petition with its Bid or Quotation. The Petition for Reduction/Waiver shall be supported with evidence and sufficient documentation to demonstrate the Bid's or Quotation's Good Faith Efforts in attempting to achieve the applicable MBE and WBE goals. If a Bid or Quotation does not include all documentation in support of the Petition with its Bid or Quotation, such documentation must be submitted to the Office of Contract Compliance within three (3) business days after the date of the Bid or Quotation opening.

III. REDUCTION/WAIVER OF MBE/MBE GOALS

A. Granting a Reduction/Waiver Request.

1. The determination of the adequacy of the Good Faith Efforts to utilize MBEs and WBEs in a Bid or Quotation will be evaluated on the basis of the actions in attempting to achieve MBE and WBE participation goals set forth in the Bid or Quotation. Examples of actions constituting Good Faith Efforts for a Bid or Quotation are set forth within the Ordinance and in the "Petition for Reduction/Waiver of MBE/WBE Participation Goals" contained in the Bid or Quotation Documents.

2. The Contract Compliance Administrator may grant the Petition for Reduction/Waiver based upon the following criteria: (a) sufficient qualified MBEs and WBEs capable of providing the goods or services required by the contract are unavailable despite the good faith efforts of the contractor; (b) the specifications and the reasonable and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract into sufficiently small tasks or quantities to enable the contractor to utilize MBEs and WBEs in accordance with the applicable goals; (c) the price(s) quoted by any potential MBE or WBE source of goods or services is more that 10% above competitive levels; and (d) any other factor determined to be relevant by the Contract Compliance Administrator.

B. Denying a Reduction/Waiver Request.

1. If the Contract Compliance Administrator determines that a Bid or Quotation has not demonstrated adequate Good Faith Efforts to meet the applicable contract MBE and WBE goals, the Contract Compliance Administrator may deny a Petition for Reduction/Waiver and declare the Bid or Quotation non-responsive and recommend rejection of the Bid or Quotation.

2. Failure to undertake and/or to document adequate Good Faith Efforts shall be cause to deny a Petition for Reduction/Waiver. Determination of the adequacy of a Bid's or Quotation's Good Faith Effort will be evaluated on the basis of the Bid's or Quotation's actions as of the date of the Bid or Quotation opening.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 6, SECTION 34-275 to SECTION 34-303

IV. CHANGES IN CONTRACTOR'S UTILIZATION PLAN

A. Contractor, during its performance of the Contract, may not change the MBE or WBE commitments specified in its Utilization Plan, including but not limited to, terminating a MBE or WBE contract, reducing the scope of the work to be performed by a MBE/WBE, or decreasing the price to a MBE/WBE, except as otherwise provided by the Ordinance.

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

V. NON-COMPLIANCE

If the County determines that the Contractor has failed to comply with its contractual commitments or any portion of the Ordinance or this GC-19, the Contract Compliance Administrator will notify the Contractor of such noncompliance and may take any and all appropriate actions as set forth within the Ordinance.

VI. REPORTING/RECORD-KEEPING REQUIREMENTS

The Contractor is required to comply with the reporting and record-keeping requirements as set forth in the Ordinance and as established by the Contract Compliance Administrator. Upon award of a Contract, Contractor is responsible for acquiring all necessary County reporting and record-keeping forms which will be made available in the Office of Contract Compliance.

VII. EQUAL EMPLOYMENT OPPORTUNITY

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

GC-20 MATERIAL DATA SAFETY SHEET

Where required under the Illinois "Toxic Substance Disclosure To Employees Act", Illinois Compiled Statutes, 1994, 820 ILCS 255/1, Contractor shall submit with each delivery of Contract Goods, a Material Safety Data Sheet.

GC-21 CONDUCT OF THE CONTRACTOR

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. The Contractor shall take notice of and comply with the Cook County Lobbyist Registration Ordinance (No. 93-0-22, 6-22-93). The Contractor shall not use for personal gain or make other improper use of privileged information which is acquired in connection with the Contract.

GC-22 ACCIDENT REPORTS

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

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

GC-23 USE OF PREMISES

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

The County reserves the right to prohibit any person from entering any County facility for any reason. All subcontractors, agents and employees of the Contractor shall be accountable to the Director while on any County property and shall abide by all security regulations imposed by the County.

GC-24 GENERAL NOTICE

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

TO THE COUNTY:

Chief Procurement Officer
County of Cook
Room 1018 County Building
118 North Clark Street
Chicago, Illinois 60602
(Reference County Contract Number)

TO THE CONTRACTOR:
At address provided in its bid document or as otherwise indicated in writing to County.

GC-25 TERMINATION FOR CONVENIENCE

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor.

GC-26 GUARANTEES AND WARRANTIES

All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Director before final voucher on the Contract is issued. The Contractor agrees that the 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 services and that the rights and remedies so provided are in addition to and do not limit any rights afforded to County.

GC-27 STANDARD OF CONTRACT GOODS

Only new, originally manufactured Contract Goods will be accepted by the County. The County will not accept any Contract Goods that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. 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 proposal, will be considered experimental.

GC-28 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 at 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 Owner and will not disclose any of Owner'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 Owner without the prior written approval of Owner. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to Owner without 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 the County of Cook. It shall be a breach of this Contract for the Contractor to reproduce or use, any documents, data, studies, report, work product or product obtained from the County of Cook or created hereby for its own purposes or to be copied and used by any third party. During the performance of the Services herein provided for, the Contractor shall be responsible of any loss or damage to the documents herein enumerated while they are in his possession, and any such document lost or damaged shall be restored at the expense of the Contractor. Full access to the work during the preparation of the plans shall be available to the County and other public agencies interested in this work.

GC-29 QUANTITIES

The quantities of materials required for the performance of the Contract are estimates for the purpose of determining an approximate total Contract amount and may not be the actual quantities required during the term of the Contract. The County reserves the right to increase or decrease the quantities at the Contract price, to correspond to the actual needs of the County. The County will be obligated to order and pay for only such quantities as are from time to time ordered, delivered, and accepted on purchase orders issued by the Chief Procurement Officer.

GC-30 AUDIT; EXAMINATION OF RECORDS

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

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

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

GC-31 GOVERNING LAW

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

GC-32 COOPERATION WITH INSPECTOR GENERAL

Contractors, subcontractors, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

GC-33 WAIVER

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

GC-34 ENTIRE CONTRACT

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

GC-35 FORCE MAJEURE

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

GC-36 GOVERNMENTAL JOINT PURCHASING AGREEMENT

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

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

GC-37 COOPERATIVE PURCHASING

As permitted by the County of Cook, other government entities may wish to also participate under the same terms and conditions contained in this contract (piggyback). Each entity wishing to piggyback must have prior authorization from the County of Cook and vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.

GC-38 FEDERAL CLAUSES

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

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

2. False or Fraudulent Statements and Claims

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

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

3. Federal Interest in Patents

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

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

4. Federal Interest in Data and Copyrights

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

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

GC-38 FEDERAL CLAUSES (CON'T.)

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

(1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and

(2) Any rights of copyright which the Contractor purchases ownership with Federal assistance.

(d) Special Federal Rights for Planning Research and Development Projects. When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptions of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.

(e) Hold Harmless. Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.

(f) Restrictions on Access to Patent Rights. Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.

(g) Application on Materials Incorporated into Project. The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

5. Records and Audits

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

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

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

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

6. Environmental Requirements

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

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

(b) Air Quality. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

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

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

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

7. No Exclusionary or Discriminatory Specifications

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

8. Cargo Preference - Use of United States Flag Vessels

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

9. Fly America

Section 14.c of the Master Agreement states that if the contract or subcontracts may involve the international transportation of goods, equipment, or personnel by air, the contract must require Contractors and subcontractors at every tier to use U.S.-flag air carriers, to the extent service by these carriers is available. 49 U.S.C. 40118 and 4 C.F.R. Part 52.

GC-38 FEDERAL CLAUSES (CON'T.)

10. No Federal Government Obligations to Third Parties

The Contractor agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any contractor or any other person not a party to the Grant Agreement or Cooperative Agreement between the County and the Federal Government which is a source of funds for this Contract. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, agreement, or contract, the Federal Government continues to have no obligations or liabilities to any party, including the Contractor.

11. Allowable Costs

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

12. Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

(a) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

(b) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

(c) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

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

Further, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. Contractor may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Contractor will provide immediate written notice to the County if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

13. Contract Work Hours and Safety Standards Act

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

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

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

14. Veteran's Preference

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

15. Copyright Ownership

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

To the extent that any Deliverable does not qualify as a "work made for hire," Consultant irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the County, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the County under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will execute all documents and perform all acts that the County may reasonably request in order to assist the County in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the County. Consultant warrants to County, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned any copyrights nor granted any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants and represents that the Deliverables are complete and comprehensive, and the Deliverables are a work of original authorship.

GC-38 FEDERAL CLAUSES (CON'T.)

16. Accessibility Compliance

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

17. Visual Rights Act Waiver

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

18. Equal Employment Opportunity

All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

19. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)

All contracts and subgrants in excess of $2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

20. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)

When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than $2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

GC-38 FEDERAL CLAUSES (CON'T.)

21. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)

Where applicable, all contracts awarded by recipients in excess of $2000 for construction contracts and in excess of $2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

22. Rights to Inventions Made Under a Contract or Agreement

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

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

Contracts and subgrants of amounts in excess of $100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

24. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

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

25. Debarment and Suspension (E.O.s 12549 and 12689)

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

GC-39 CONTRACT INTERPRETATION

Whenever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others. The headings of articles, paragraphs and sections in this Contract are included for convenience only and shall not be considered by either party in construing the meaning of this Contract. If any provision or clause of this Contract shall be held to be invalid, such provision or clause shall be deleted from the Contract and the Contract shall be construed to give effect to the remaining portions thereof.

This Contract shall be interpreted and construed based upon the following order of precedence of component parts. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency.

1. Addenda, if any.
2. Execution Forms
3. Specification.
4. Special Conditions.
5. General Conditions.
6. Instruction to Bidders.
7. Legal Advertisement.
8. Bid Proposal.

END OF SECTION

SPECIAL CONDITIONS

SC-01 SCOPE

The Contractor shall furnish UNARMED SECURITY GUARD SERVICE for CLERK OF THE CIRCUIT COURT OF COOK COUNTY, all in accordance with the Contract Documents, Specifications and Proposal herein.

SC-02 CONTRACT PERIOD

This is a requirement contract for twenty-four (24) months effective after award by the Board of Commissioners and after proper execution of the Contract Documents.

SC-03 AWARD OF CONTRACT

The contract shall be awarded to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the Request for Sealed Bid. All items, unless otherwise stated, will be assumed to meet all specifications and requirements as set forth in the Request for Sealed Bid. Ambiguous bids which are uncertain as to terms, delivery, quantity, or compliance with specifications may be rejected or declared non-responsive. The County shall be sole determinant of the relevant and appropriate cost factors used in evaluating any Base, Options and/or Alternate bids. Bidders must quote all lines for consideration. It is the intent of the County to award this bid in whole and not in part. Only one award will result from this bid.

SC-04 MBE/WBE REQUIREMENTS FOR THIS CONTRACT

The bidder shall have a subcontracting goal of not less than twenty-five percent (25%) MBE and ten percent (10%) WBE of the awarded contract price for work to be performed.

The bidder must comply with the County's MBE/WBE participation requirements. The County has issued MBE/WBE goals this Project. The bidder shall submit with its Proposal, an MBE/WBE Utilization Plan indicating how it proposes to meet these goals. If the bidder has not met the goals or made good faith efforts to meet the goals, the bidder's response will (may) be deemed nonresponsive and will not be considered for award.

Certified MBE/WBE bidders may count their own participation, however, a female firm certified as M/WBE or W/MBE may be counted towards the MBE or WBE goal, but not both. (Designations cannot be changed after submission of the compliance plan.)

Unless otherwise specified in the Bid Documents, for purposes of this contract, the contract amount is the total bid amount that has been entered on the Proposal Page of the Bid Documents.

SPECIAL CONDITIONS

SC-05 PRE-BID CONFERENCE/SITE INSPECTION

The County will hold a Pre-Bid Conference and Site Inspection at the Clerk of the Circuit Court Storage Facility, 1120 East 89th Street, Chicago, Il. Representatives from the Purchasing Department and Clerk of the Circuit Court will comprise the panel to respond to answer any questions regarding Unarmed Security Guard Service and Invitation to Bid procedures. It is not mandatory that the Contractors attend this Pre-Bid Conference, however it is highly recommended.

Prospective Proposers must respond to Kevin Casey at 312-603-6830 or e-mail kevin.casey@cookcountyil.gov on or before Wednesday December 7, 2011, with firm's name and number of attendees. A maximum of two (2) representatives from each firm may attend.

The Pre-Bid Conference will be held on:

DATE:	Thursday, December 8, 2011
TIME:	9:30 a.m.
PLACE:	Clerk of the Circuit Court Storage Facility 1120 East 89th Street Chicago, IL

SC-06 INQUIRIES

A copy of any written request for interpretation of documents shall be provided to the Office of Chief Procurement Officer at the address set forth below.

Inquiries about the interpretation of the Specifications must be made only in writing and shall be directed to the Chief Procurement Officer. Inquiries will be answered in writing, if deemed necessary, by means of an Addendum issued by the Office of the Chief Procurement Officer. (Reference Instructions to Bidders, Section IB-04 "Exceptions", Page IB-2).. **Inquiries must be received no later than 5:00 p.m. on Tuesday, December 13, 2011. Inquiries will be answered by the close of business on Friday, December 16, 2011.**

During the bid process, all inquiries must be directed, in writing, only to the Office of the Cook County Chief Procurement Officer as follows:

Maria de Lourdes Coss, CPPO
Cook County Chief Procurement Officer
c/o Kevin Casey, Specifications Engineer
118 N. Clark Street, Room 1018
Chicago, IL 60602
Or via email to kevin.casey@cookcountyil.gov

Contact Info for Specifications Engineer No. 53
Kevin Casey: 312 603-6830, kevin.casey@cookcountyil.gov

SPECIAL CONDITIONS

SC-07 PREVAILING WAGE

The bidder must comply with an act regulating wages of workers employed under contract for Security Services, as set forth by the BOMA/Chicago and Local No. 1 of the SEIU. To the extent required by law, the bidder will comply, and will cause all of its Subcontractors to comply, regarding the payment of the general prevailing rate of hourly wage for all workers employed by or on behalf of the bidder and all Subcontractors in connection with these services. The term general prevailing hourly rate, when used in this requirement will mean the hourly cash wages plus fringe benefits for health and welfare, insurance, vacations and pensions paid generally, in the locality in which the work is being performed, to employees engaged in work of Security Services.

It is the policy of Cook County that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, must be paid to all workers employed by or on behalf of any and all public bodies engaged in ~~Janitorial~~ ***Security Services***.

~~Refer to website: http://www.state.il.us/agency/idol/rates/rates.HTM for the current Prevailing Wage Rates for Cook County.~~

If the Department of Labor revises the general prevailing hourly rate to be paid by the public body, the revised rate must apply to such Contract. If IDOL revises the general prevailing rate of hourly wages to be paid for the Work before completion of the Work under this Contract, the revised rate applies from the effective date of the revision, but any such revision will not entitle bidder to any increased compensation under the terms of this Contract.

As a condition of making payment to the bidder, the County may require the bidder to submit an affidavit to the effect that not less than the prevailing hourly wage rate is being paid to their workers employed on this Contract in accordance with Illinois law.

SC-08 HOLIDAY RATES

Holidays mean the following National Holidays only:
New Year's Day, Martin Luther King Day, Washington's Birthday, Casmir Pulaski Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Holiday man-hour rates will apply on these national Holidays only. Other days which may be deemed as holidays for others, are not considered as "Holiday" under this specification.

No overtime or weekend rates will be chargeable to the County.

SPECIFICATIONS

ITEM NO. 1: UNARMED SECURITY GUARDS

Contractor to provide 24 hour, Unarmed Security Guard Service at the Clerk Of The Circuit Court Storage Facility, 1120 East 89th Street, Chicago, Il 60619. Vendor shall be responsible for providing one (1) unarmed guard per eight (8) hour shift, three (3) shifts per day, seven (7) days a week (Holidays included).

Contractor shall provide professionally trained and qualified security officers whose duties shall include patrolling the Building Premises, identifying and correcting security violations and unsafe conditions; responding to security incidents and ensuring that correct safety and security procedures are followed; completing necessary reports and administrative tasks as assigned; and participating in training for security and life safety emergency situations.

Main Duties:

- Safety and security of the property by providing a visible deterrent to crime
- Monitoring all persons entering and exiting the building
- Control access to the property – only allowing authorized personnel of the Clerk of the Circuit Court, authorized vendors and building personnel. All non–Clerk of the Circuit Court personnel are not allowed access without approval from Clerk of the Circuit Court management.
- Allow entrance for all Clerk of the Circuit Court deliveries
- Monitor property and report any and all damage done to the property (water leaks, fire etc.)
- Permit verified guests through authorized entries.
- Must check that all exits, entrance and other doors are closed properly at all times.
- Monitor registration of guest at all times.
- Must check that emergency lights and exit entry lights are operating properly.
- Notify proper authorities of emergencies.
- Complete incident reports on any dangerous/suspicious activity or behaviors:
  - Personal and property damage
  - Theft
  - Vandalism
  - Fire
  - Incidents of a serious nature, such as personal injury, crime committed
  - Disturbances
  - Policy violations
- Incident reports should include the following information:
  - Names
  - Details of the situation, date, time and location of incident
  - Record information from witnesses

SPECIFICATIONS

Patrol:

- The Security Officer shall make inspection tours in accordance with patrol routes and schedules established by approved Facility Post Orders. Contractor's personnel may deviate from prescribed scheduled patrol routes whenever unusual conditions or circumstances demand. Contractor shall promptly report to the Building Engineer all observed potentially hazardous or unsafe conditions including items in need of repair, inoperative lighting, leaky faucets, toilet stoppages, broken or slippery floor surfaces or inoperative locks.

- Minimum of 3-4 patrols per shift are required to monitor warehouse activity. The patrol shall consist of travelling the interior and exterior of the warehouse, conducting security inspections at predetermined locations at the facility.

- Check all the overhead and exit doors to ensure they are locked and secured at all times

- All the lights in the warehouse except lights along the western wall are turned off between the hours of 5:00 P.M. and 7:00 A.M.

- Any significant changes in warehouse temperature or lighting should be immediately reported to Clerk of the Circuit Court management.

- Security guard personnel must follow all Guidelines, Rules and Regulations, and code of ethics set forth by the Clerk of the Circuit Court

- All incidences, occurrences or questions should be forwarded to the Clerk of the Circuit Court's Office.

Access control procedures.

- Everyone entering the building must sign in and show ID

- If a Clerk of the Circuit Court ID is not presented, a record of the driver's license or state ID number must be maintained/documented

- Delivery driver must be directed to the nearest open dock door to unload

- Once deliveries have been made, all doors must remain locked

- A report of all incidences must be maintained on a daily activity report and a detailed incident report must be submitted to Clerk of the Circuit Court management

- Only vehicles authorized by the Clerk of the Circuit Court are allowed to park inside the warehouse

Pedestrian/Vehicle Access Control.

The officer shall check entering personnel for a valid Cook County identification card, greet and require all visitors to sign in and out, receive small package deliveries and contact the appropriate person or department.

SPECIFICATIONS

Lost and Found.
Security personnel shall receive, store and provide a receipt for lost and found articles pending return to the owner. The County shall dispose of all unclaimed articles.

Duty Registration.
Security personnel shall sign in and out at the security office when reporting for duty and when leaving at the end of the work shift. Contractor shall keep this information in a chronologically maintained logbook, by shift, shall maintain this logbook for at least three years following the expiration of the contract and shall provide a complete copy to the County upon request.

Professional Assistance
Security personnel shall obtain professional medical assistance in the event of injury or illness to visitors or employees while on Warehouse Premises. Security personnel shall summon appropriate assistance in the event of emergency or unusual occurrences adversely affecting the interest of the County, and as appropriate shall promptly notify fire and/or police departments and the Building Engineer or other designated officials of the County.

Security Officer Authority
Security personnel shall have the authority and arrest power no greater than that of a private citizen. Contractor shall assume full liability for all acts of Contractor's security personnel assigned to provide services under the Contract in the exercise of any such arrest authority. Each security officer shall, at all times while on duty at Warehouse, carry a baton, radio, report pad and handcuffs and any other equipment Contractor deems or determines to be appropriate. No security officer shall be permitted to carry firearms while on duty at Warehouse or on Warehouse Premises.

Communications
Security personnel may not receive personal mail or telephone calls at the Warehouse nor may security personnel use Cook County telephones for personal business.

Security Personnel
Contractor and security personnel shall adhere to all Warehouse policies and procedures. All security personnel shall be physically able to perform the functions of a security officer and will be required to submit to and pass a standard physical exam, which shall include drug testing. All contractor employees shall be subject to the Cook County's random drug screening program. The Contractor, at the Contractor's own expense, will provide such examinations.

Contractor shall be responsible for maintaining satisfactory standards of employee competence, conduct, appearance and integrity and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary. Clerk of the Circuit Court shall have the right to require removal of any Contractor Personnel assigned to provide Services under the Contract and Contractor shall immediately so remove such employee from any work connected with this Contract.

The Contractor must be able to follow up promptly and appropriately on officer performance issues of other problems brought to the Contractor's management attention by the Clerk's Office. The contractor must inform the Clerk's Office of each of the situations. A guard must be dismissed from the premises at the verbal request of the Clerk's Office with no follow-up required.

SPECIFICATIONS

Employee Screening
Contractor shall carefully select and screen security officers. All persons employed by Contractor as a security officer shall meet, at a minimum, the requirements set forth in the Private Detective, Private Alarm, Private Security and Locksmith Act of 2004 (225 ILCS 447/5-5 et seq.). Contractor shall submit with its Bid Proposal, a summary of its employee-screening program. Such screening shall be designed to measure the applicant's attitude toward trustworthiness, the emotional stability of the applicant and screen potential employees for any alienated attitude they might harbor which could reduce job performance or which could result in poor morale of other employees.

Necessary Qualifications.
All of Contractor's personnel must meet the following minimum requirements:

- Minimum High School Diploma or GED equivalent;
- Professional business appearance;
- Must be able to pass a written and verbal literacy test;
- Computer literate in various basic programs;
- Must be proficient in phone etiquette;
- Must be reasonably physically fit in order to perform the duties of their employment as security officers

Criminal Records Check
County reserves the absolute right to conduct criminal records check on all of the Contractor's employees, contractors, subcontractors, agents and representatives.

Contractor Requirements
The Contractor must possess all appropriate business licenses and be in compliance with all local, state, and federal regulations associated with operating a firm providing security services.

Unarmed Security Guards must have successfully completed the State of Illinois 20-hour course in basic security operation techniques prior to assignment. A copy of this certification must be provided for each security officer prior to assignment under this contract.

Unarmed Security Officers must possess a valid State of Illinois Permanent Employee Registration Card pursuant to the Private Detective, Private Alarm, Private Security and Locksmith Act of 2004 (225 ILCS 447/5-5 et seq.) A copy of this certification must be provided for each security officer prior to assignment under this contract.

Unarmed Security Guards must be at least 21 years of age; must be an American citizen or legal United States resident who has obtained a Green Card status, must have the ability to communicate in English at a level sufficient to be able to perform his duties, must have excellent public relations skills, and have a work attendance record which reflects a reliable and punctual performance history.

SPECIFICATIONS

Financial Stability
The Contractor must provide the audited financial statements for the last three fiscal years. Include the letter of opinion, balance sheet, schedules, and related auditor's notes.

References
The bidder must submit three (3) references of current clients of similar size and complexity to the Storage Facility, including contact name, address, telephone number, fax number, primary contact, and type of services the company is performing for these clients. NOTE: The Proposer certifies that it is empowered to use the names of references it provides and agrees that the Clerk of the Circuit Court may contact these references.

Holidays
Vendor shall supply security guard service for all holidays during the term of this contract. Bidder shall submit a Holiday Rate for these days, indicated as Item No. 2 on the Proposal Page. County holidays include:

Monday, December 26, 2011	Christmas Day
Monday, January 2, 2012	New Year's Day
Monday, January 16, 2012	Martin Luther King, Jr. Day
Monday, February 20, 2012	Washington's Birthday
Monday, March 5, 2012	Casmir Pulaski Day
Monday, May 28, 2012	Memorial Day
Wednesday, July 4, 2012	Independence Day
Monday, September 3, 2012	Labor Day
Monday, October 8, 2012	Columbus Day
Monday, November 12, 2012	Veterans Day
Thursday, November 22, 2012	Thanksgiving Day

CONTRACT NO. 10-53-199 REBID

SITE INSPECTION

This is to verify that I have, this date, attended a Site Inspection for the above numbered contract.

I have contacted the person named in the contract or their assignee and am satisfied with the conditions as specified at all these locations.

Any unforeseen conditions not specified in the contract and as found by my Site Inspection are shown on the front of this form and/or attached sheets.

Joseph Lee

NAME (TYPED AND SIGNATURE)

Digby's

COMPANY

Dir. Marketing.

OFFICIAL CAPACITY

312.326.1108

TELEPHONE NUMBER (Area Code)

CLERK OF THE CIRCUIT COURT STORAGE FACILITY
1120 EAST 89th STREET
CHICAGO, IL

INSPECTION CONFIRMED BY: _____

DATE 12-6-11

State of Illinois

Department of Financial and Professional Regulation
Division of Professional Regulation

LICENSE NO.
182.000220
115.001287

EXPIRES
06/31/2014

PRIVATE SECURITY CONTRACTOR AGENCY

DIGBY'S DETECTIVE AND SECURITY AGENCY INC
LENITA WILLIAMS
2630 S WABASH AVE
CHICAGO, IL 60616

State of Illinois

Department of Financial and Professional Regulation
Division of Professional Regulation

LICENSE NO.
115.001287

EXPIRES
06/31/2014

PRIVATE SECURITY CONTRACTOR

LENITA WILLIAMS
2630 S WABASH AVE
CHICAGO, IL 60616

State of Illinois

Department of Financial and Professional Regulation
Division of Professional Regulation

LICENSE NO.
117.000218
115.002185

EXPIRES
06/31/2014

PRIVATE DETECTIVE AGENCY

DIGBY'S DETECTIVE AND SECURITY AGENCY INC
LENITA WILLIAMS
2630 S WABASH AVE
CHICAGO, IL 60616

State of Illinois

Department of Financial and Professional Regulation
Division of Professional Regulation

LICENSE NO.
115.002185

EXPIRES
06/31/2014

PRIVATE DETECTIVE

LENITA WILLIAMS
2630 S WABASH AVE
CHICAGO, IL 60616

CONTRACT NO. 10-53-199 REBID

PROPOSAL

BIDDER: Digby's Detective & Security Agency, Inc.

The undersigned declares that they have carefully examined the Advertisement for Bids, the Proposal Form, General and Special Conditions and Specifications identified as Contract Document Number 10-53-199 for UNARMED SECURITY GUARD for CLERK OF THE CIRCUIT COURT OF COOK COUNTY, as prepared by Cook County, and that they have familiarized themselves with all of the conditions under which it must be carried out and understand that by making this Proposal, they waive all right to plead any misunderstanding regarding the same.

ITEM NO.	UNIT OF MEASURE	QTY.	DESCRIPTION
1.	HOUR	16,944	UNARMED SECURITY GUARD, REGULAR RATE, AT THE STORAGE FACILITY, 1120 EAST 89th STREET, CHICAGO, IL, AS PER SPECIFICATIONS HEREIN. $18.00 /HOUR $304,992.00 /TOTAL
2.	HOUR	576	UNARMED SECURITY GUARD, HOLIDAY RATE, AT THE STORAGE FACILITY, 1120 EAST 89th STREET, CHICAGO, IL, AS PER SPECIFICATIONS HEREIN. $36.31 /HOUR $20,914.56 /TOTAL

GRAND TOTAL: 325,906.56

DELIVER DATE: Ten (10) days or less if required.
(NUMBER OF CALENDAR DAYS AFTER AWARD OF CONTRACT)

The receipt of the following addenda to the Specifications is acknowledged:

Addendum No. 1 Date: December 15, 2011

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Digby's Detective & Security Agency, Inc.
Real Security · Real Service · Real Professionals

PRICE NARRATIVE

Page EX-1 requires an hourly rate break-down. The following items were not provided a space in which to add additional contract requirements caused by the Addendum No.1 with particular emphasis placed upon Page SC-3A and the BOMA/Chicago and Local No. 1 of the SEIU including but not limited to:

1. The contract entails twenty-four (24) months. The BOMA agreement requires officers to begin with a starting rate of pay that is $10.00 per hour. However after completion of the first twelve (12) months of the twenty-four (24) month agreement, the hourly rate of pay increased to $10.55 per hour. By blending these two hourly rates, the average hourly rate of pay for a twenty-four (24) month period is $10.28.
2. There is not a line to include employer related taxes directly associated with the hourly rate including FUTA and SUTA. Note these items were not included in the note on page EX-1 entitled Management Fees + Profit + Overhead (MPO). There is an additional $1.42 for employer related taxes on the employee hourly rate.
3. The BOMA agreement officers receive a one (1) week paid vacation after one year of service and two (2) weeks paid vacation after two years of service. As the contract provides for two (2) complete years, an officer would be entitled to three (3) weeks paid vacation. Page EX-1 does not provide a line for such contract requirements. In order to comply with Addendum No. 1 relating to the BOMA agreement, each officer will receive such vacation benefits.
4. The BOMA requirement provides officers not schedule to work on a holiday receive the regular scheduled hours of work at regular pay. The contract calls for 24 X 7 or 168.0 hours of productive labor. Given a full-time employee will work 40.0 hours per week, approximately 4.26 persons are required to fulfill the productive labor requirement. With this in mind, only three (3) of those officers hours are captured in the Item NO. 2 Holiday bid line. The remaining 1.26 officers must be paid 8 hours for each of the eleven holidays per year or approximately 221.76 holiday hours in addition to the 576.0 hours listed on Page P-1 Item NO 2.
5. The BOMA requirements mandates all uniforms expenses be born by the employer and not employee. Such costs do not meet the definition of MPO as described in the note section of page EX-1.
6. Officers assigned to work on a scheduled holiday per the BOMA agreement receive 1 ½ times the regular hourly rate in addition to the regular hourly rate or 2 ½ the hourly rate.

CONTRACT NO. 10-53-199 REBID

EXHIBIT

Supplemental Price Proposal

Hourly Rate Breakdown

Provide a Supplemental price breakdown for the average Guard.

	UNARMED SECURITY GUARD
Direct Hourly Wage – Straight Time (without Benefits)	$ 10.28
Pension	$ 1.10
Health & Welfare	$ 2.43
Management Fees + Profit + Overhead (MPO)	$ 1.55
Average Hourly Rate:	$ 15.36
Direct Hourly Wage – Holiday Time (without Benefits)	$ 25.69
Pension	$ 1.10
Health & Welfare	$ 2.43
Management Fees + Profit + Overhead (MPO)	$ 2.96
Average Hourly Rate:	$ 32.18

Note: Management Fees + Profit + Overhead (MPO) should include, e.g. cost of doing business, which is not directly related to security officer and supervisor labor costs such as: management salaries, expense accounts, property tax, office space lease/rental costs, utilities, etc.

Digby's Detective & Security Agency, Inc.

Real Security - Real Service - Real Professionals

March 13, 2012

Kevin Casey
Specifications Engineer
County of Cook
The Office of the Chief Procurement Officer
118 N. Clark St., Room 1018
Chicago, Illinois 60602

RE: Contract No. 10-53-199 for Unarmed Security Guard Services Clerk of the Circuit Court of Cook County Unconditional Price Reduction

Dear Mr. Casey:

As Director of Marketing & Business Development and on behalf of Christine Digby, Digby's Detective & Security Agency, Inc. is pleased to provide you with the following Unconditional Price Reduction and Revised Pricing Proposal reference the above captioned project.

Please feel free to contact me at the numbers provided below upon receipt and review.

Sincerely,

Joseph Lee, Ph.D., CIPM
Director for Marketing/Business Development/Client Services
312.326.1100 ext. 21
312.326.4991 Fax

PROPOSAL

UNCONDITIONAL PRICE REDUCTION
REVISED PRICING PROPOSAL

DIGBY'S DETECTIVE AND SECURITY AGENCY

The undersigned declares that they have carefully examined the Advertisement for Bids, the Proposal Form, General and Special Conditions and Specifications identified as Contract Document Number 10-53-199 for UNARMED SECURITY GUARD for CLERK OF THE CIRCUIT COURT OF COOK COUNTY, as prepared by Cook County, and that they have familiarized themselves with all of the conditions under which it must be carried out and understand that by making this Proposal, they waive all right to plead any misunderstanding regarding the same.

ITEM NO.	UNIT OF MEASURE	QTY.	DESCRIPTION
1.	HOUR	16,944	UNARMED SECURITY GUARD, REGULAR RATE, AT THE STORAGE FACILITY, 1120 EAST 89th STREET, CHICAGO, IL, AS PER SPECIFICATIONS HEREIN. $ 17.00 /HOUR $ 288,048.00 /TOTAL
2.	HOUR	576	UNARMED SECURITY GUARD, HOLIDAY RATE, AT THE STORAGE FACILITY, 1120 EAST 89th STREET, CHICAGO, IL, AS PER SPECIFICATIONS HEREIN. $ 35.32 /HOUR $ 20,344.32 /TOTAL

GRAND TOTAL: 308,392.32

DELIVER DATE: Ten (10) or upon request.
(NUMBER OF CALENDAR DAYS AFTER AWARD OF CONTRACT)

The receipt of the following addenda to the Specifications is acknowledged:

Addendum No. 1 Date: **December 15, 2011**

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

EXHIBIT

Supplemental Price Proposal

Hourly Rate Breakdown

Provide a Supplemental price breakdown for the average Guard.

	UNARMED SECURITY GUARD
Direct Hourly Wage – Straight Time (without Benefits)	$ 10.28
Pension	$ 1.10
Health & Welfare	$ 3.00
Management Fees + Profit + Overhead (MPO)	$ 2.62
Average Hourly Rate:	$ 17.00
Direct Hourly Wage – Holiday Time (without Benefits)	$ 25.69
Pension	$ 1.10
Health & Welfare	$ 3.00
Management Fees + Profit + Overhead (MPO)	$ 5.53
Average Hourly Rate:	$ 35.32

Note: Management Fees + Profit + Overhead (MPO) should include, e.g. cost of doing business, which is not directly related to security officer and supervisor labor costs such as: management salaries, expense accounts, property tax, office space lease/rental costs, utilities, etc.

ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX

Section	Description	Pages
Instructions	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1
2	Letter of Intent	EDS 2
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 3
4	Certifications	EDS 4, 5
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 6 – 12
6	Sole Proprietor Signature Page	EDS 13a/b/c
7	Partnership Signature Page	EDS 14/a/b/c
8	Corporation Signature Page	EDS 15a/b/c
9	Cook County Signature Page	EDS 16

INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications "(Proposer"), and others as required by the Chief Procurement Officer. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

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

> ***"Affiliated Entity"*** means a person or entity that, directly or indirectly: controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.
>
> ***"Bidder," "Proposer," "Undersigned,"*** or ***"Applicant,"*** is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.
>
> ***"Proposal,"*** for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS .
>
> ***"Code"*** means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (http://www.cookctyclerk.com/sub/ordinances.asp). This page can also be accessed by going to www.cookctyclerk.com, clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."
>
> ***"Contractor"*** or ***"Contracting Party"*** means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.
>
> ***"EDS"*** means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.
>
> ***"Lobby"*** or "lobbying" means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.
>
> ***"Lobbyist"*** means any person or entity who lobbies.
>
> ***"Prohibited Acts"*** means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Sections 1 through 3: MBE/WBE Documentation. Sections 1 and 2 must be completed in order to satisfy the requirements of the County's MBE/WBE Ordinance, as set forth in the Contract Documents, if applicable. If the Undersigned believes a waiver is appropriate and necessary, Section 3, the Petition for Waiver of MBE/WBE Participation must be completed.

Section 4: Certifications. Section 4 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 5: Economic and Other Disclosures Statement. Section 5 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

Sections 6, 7, 8: Execution Forms. The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; and Section 8 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required. The County is in the process of converting these forms into a format that may be downloaded and completed on the user's computer. Once this feature is available, those having the necessary software may follow the instructions set forth below under the heading "Instructions for Completing PDF Forms."

Required Updates. The information provided in this EDS will be kept current. In the event of any change in any information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Undersigned will supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is requested.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at www.cookcountygov.com and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

MBE/WBE UTILIZATION PLAN (SECTION 1)

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

I. **BIDDER/PROPOSER MBE/WBE STATUS:** (check the appropriate line)

XX Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)

____ Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance)

____ Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

II. [XX] **Direct Participation of MBE/WBE Firms** [ ] **Indirect Participation of MBE/WBE Firms**

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: Maximum Security & Investigations Agency, Inc.

Address: 2630 S. Wabash Ave. Ste. 215 Chgo., IL 60616

E-mail: edigbyboyd@comcast.net

Contact Person: Emma Boyd Phone: 312.326.6005

Dollar Amount Participation: $ 92,883.37

Percent Amount of Participation: 28.50%

*Letter of Intent attached? Yes X No ____
*Letter of Certification attached? Yes X No ____

MBE/WBE Firm: ____

Address: ____

E-mail: ____

Contact Person: ____ Phone: ____

Dollar Amount Participation: $ ____

Percent Amount of Participation: ____ %

*Letter of Intent attached? Yes ____ No ____
*Letter of Certification attached? Yes ____ No ____

Attach additional sheets as needed.

***Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal <u>must</u> be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.**

LETTER OF INTENT (SECTION 2)

M/WBE Firm: Maximum Security & Investigations Agency, Inc. Contract #: 10-53-199 REBID

Address: 2630 S. Wabash Ste. 215 City/State/ Zip: Chicago, IL 60616

Contact Person: Emma Boyd Phone: 312.326.6005 Fax: 312.326.6064

Certification Expiration Date: 1/25/2012 Race/Gender: Black/Female

Email: edigbyboyd1@comcast.net
boyd1

Participation: [X] Direct [ ] Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

[X] No [ ] Yes – Please attach explanation. Proposed Subcontractor: _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

Provide licensed unarmed security officers to perform duties as described in the contract document.

Indicate the **Dollar Amount**, or **Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services:

$92,883.37 (28.50%) payment after three (3) business days of prime contractor's receipt of payment by the County.

(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Emma Boyd	
Signature (*M/WBE*)	Signature (*Prime Bidder/Proposer*)
Emma Boyd	Joseph Lee
Print Name	Print Name
Maximum Security & Investigations Agency, Inc.	Digby's Detective & Security
Firm Name	Firm Name
12/28/2011	December 28, 2011
Date	Date

Subscribed and sworn before me this 28th day of December, 20 11.

Notary Public Earl Smith.

OFFICIAL SEAL
EARL SMITH
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:06/09/

CITY OF CHICAGO

OFFICE OF COMPLIANCE

August 24, 2011

Christine Digby
Digby's Detective & Security Agency, Inc.
2630 South Wabash Avenue
Chicago, IL 60616-2825

Annual Certificate Expires: August 1, 2015

Dear Christine Digby:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until **August 1, 2015**.

As you know, your firm must also be re-validated annually. As such, your firm's next No Change Affidavit is due by **August 1, 2012**. Please remember, you have an affirmative duty to file your No-Change Affidavit **60 days prior to the date of expiration.**

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE/WBE/BEPD <u>if you fail to</u>:

- file your No Change Affidavit within the required time period;
- provide financial or other records requested pursuant to an audit within the required time period; or
- notify the City of any changes affecting your firm's certification within 10 days of such change.

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than $5,000.00 and not more than $10,000, or both.

Your firm is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

NIGP-90568: SECURITY SCREENING SERVICES, PERSONNEL
NIGP-96265: PROTECTION SERVICES (NOT INCLUDING BUILDINGS)

NIGP-96480: SECURITY GUARDS
NIGP-99041: FINGERPRINTING SERVICES

Your firm's participation on City contracts will be credited only toward Minority Business Enterprise (MBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Minority Business Enterprise (MBE) goal will be given only for work done in a specialty category.

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,

Karen Patterson
Deputy Director of Supplier Diversity

CITY OF CHICAGO

OFFICE OF COMPLIANCE

August 24, 2011

Christine Digby
Digby's Detective & Security Agency, Inc.
2630 South Wabash Avenue
Chicago, IL 60616-2825

Annual Certificate Expires: August 1, 2015

Dear Christine Digby:

Congratulations on your continued eligibility for certification as a **Women Business Enterprise (WBE)** by the City of Chicago. This certification is valid until **August 1, 2015**.

As you know, your firm must also be re-validated annually. As such, your firm's next No Change Affidavit is due by **August 1, 2012**. Please remember, you have an affirmative duty to file your No-Change Affidavit **60 days prior to the date of expiration.**

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE/WBE/BEPD if you fail to:

- file your No Change Affidavit within the required time period;
- provide financial or other records requested pursuant to an audit within the required time period; or
- notify the City of any changes affecting your firm's certification within 10 days of such change.

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than $5,000.00 and not more than $10,000, or both.

Your firm is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

NAICS-561612: PARKING SECURITY SERVICES
NAICS-561612: PROPERTY PROTECTION SERVICES (EXCEPT ARMORED CAR, SECURITY SYSTEMS)

NAICS-561612: SECURITY GUARD SERVICES
NAICS-561621: ALARM SYSTEMS SALES COMBINED WITH INSTALLATION, REPAIR, OR MONITORING SERVICES

Your firm's participation on City contracts will be credited only toward Women Business Enterprise (WBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Women Business Enterprise (WBE) goal will be given only for work done in a specialty category.

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,

Karen Patterson
Deputy Director of Supplier Diversity

THE BOARD OF COMMISSIONERS
TODD H. STROGER
PRESIDENT

EARLEAN COLLINS	1st Dist.	PETER M. SILVESTRI	9th Dist.
ROBERT STEELE	2nd Dist.	BRIDGET GAINER	10th Dist.
JERRY BUTLER	3rd Dist.	JOHN P. DALEY	11th Dist.
WILLIAM M. BEAVERS	4th Dist.	FORREST CLAYPOOL	12th Dist.
DEBORAH SIMS	5th Dist.	LARRY SUFFREDIN	13th Dist.
JOAN PATRICIA MURPHY	6th Dist.	GREGG GOSLIN	14th Dist.
JOSEPH MARIO MORENO	7th Dist.	TIMOTHY O. SCHNEIDER	15th Dist.
EDWIN REYES	8th Dist.	ANTHONY J. PERAICA	16th Dist.
		ELIZABETH ANN DOODY GORMAN	17th Dist.

COOK COUNTY
OFFICE OF CONTRACT COMPLIANCE

BETTY HANCOCK PERRY
DIRECTOR

118 North Clark Street, Room 1020
Chicago, Illinois 60602-1304
TEL (312) 603-5502
FAX (312) 603-4547

November 23, 2010

Ms. Emma Digby-Boyd, President
Maximum Security & Investigations Agency, Inc.
2630 South Wabash Avenue – Suite 215
Chicago, Illinois 60616

Annual Certification Expires: January 25, 2012

Dear Ms. Digby-Boyd:

Congratulations on your continued eligibility for Certification as a MBE(6)WBE by Cook County Government. This MBE(6)WBE Certification is valid until January 25, 2012; however your firm must be revalidated annually. Your firm's next annual validation is required by January 25, 2012.

As a condition of continued Certification during this three (3) year period, you must file a "**No Change Affidavit**" within sixty (60) business days prior to the date of annual expiration. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification.

Cook County Government may commence action to remove your firm as a MBE(6)WBE vendor if you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of your status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in Cook County's Directory of Minority Business Enterprises and Women Business Enterprises in the area(s) of specialty:

Armed and Unarmed Security Guards; Private Investigations

Your firm's participation on Cook County contracts will be credited toward MBE(6)WBE goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward MBE(6)WBE goals will be given only for work done in the specialty category.

Thank you for your continued interest in Cook County Government's Minority and Women Business Enterprise Programs.

Sincerely,

Betty Hancock Perry

Betty Hancock Perry
Director
BHP/gb

Printed on Recycled Paper

PETITION FOR WAIVER OF MBE/WBE PARTICIPATION (SECTION 3)

A. BIDDER/PROPOSER HEREBY REQUESTS:

☐ **FULL MBE WAIVER** ☐ **FULL WBE WAIVER**

☐ **REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)**

_____ % of Reduction for MBE Participation
_____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.

☐ (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. **(Please explain)**

☐ (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. **(Please explain)**

☐ (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. **(Please explain)**

☐ (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. **(Please explain)**

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

☐ (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. **(Please attach)**

☐ (2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. **(Please attach)**

☐ (3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services. **(Please attach)**

☐ (4) Used the services and assistance of the Office of Contract Compliance staff. **(Please explain)**

☐ (5) Engaged MBEs & WBEs for indirect participation. **(Please explain)**

D. OTHER RELEVANT INFORMATION

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

CERTIFICATIONS (SECTION 4)

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 COUNTY 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 bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.;*

3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;

4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.;*

5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;

6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;

7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or

8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in 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. BID-RIGGING OR BID 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 bid-rigging or bid 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 ("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 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 this EDS Section 4, H, "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 (SECTION 5)

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 Bidder a "Local Business" as defined above?

Yes: X No: _____

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

2630 South Wabash Avenue

Chicago, IL 60616

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

Yes: X No: _____

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (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:

_____ Applicant has no "Substantial Owner."

OR:

X The Cook County Affidavit of Child Support Obligations has been completed by all "Substantial Owners" and is attached to this EDS.

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): 17273000230000

27084000070000

(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 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 Owners, seeking issuance of a County Privilege or renewal of an existing County Privilege from the County. This term shall not include any political subdivision of the federal or state government, including units of local government, and not-for-profit organizations.

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

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

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: Clerk of the Circuit Court of Cook County

Applicant Information:

Last name: Digby First Name: Christine MI: _____

SS# (Last Four Digits): 1 7 4 7

Street Address: 10642 Misty Hill Drive

City: Orland Park State: IL Zip: 60462

Home Phone: (708 226 1462 Drivers License No: D210-1134-7614

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").

X 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: Christine Digby Date: December 28, 2011

Subscribed and sworn to before me this 28th day of December, 2011

X Earl Smith

Notary Public Signature

Notary Seal

OFFICIAL SEAL
EARL SMITH
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:06/09/15

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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 [X] Applicant or [ ] Stock/Beneficial Interest Holder

This Statement is an: [X] Original Statement or [ ] Amended Statement

Identifying Information:

Name Digby's Detective & Security Agency, Inc. D/B/A: N/A EIN NO.: 36-3141418

Street Address: 2630 South Wabash Aven.

City: Chicago State: IL Zip Code: 60616

Phone No.: 312.326.1100

Form of Legal Entity:

[ ] Sole Proprietor [ ] Partnership [X] Corporation [ ] Trustee of Land Trust

[ ] Business Trust [ ] Estate [ ] Association [ ] Joint Venture

[ ] Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each 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
Christine Digby	10642 Misty Hill Drive Orland Park, IL 60462	80%
Lenita Williams	3971 S. Ellis #4S Chicago, IL 60653	10%
Alecia Digby-Lucas	9011 S. Crandon Chicago, IL 60617	10%

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
None		

3. Is the Applicant constructively controlled by another person or Legal Entity? [ ] Yes [X] 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):

[X] I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor eserved 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.

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

Dir., Marketing/Bus.Dev.
Title

Signature

December 28, 2011
Date

jlee@digbysecurity.com
E-mail address

312.326.1100 ext. 21
Phone Number

Subscribed to and sworn before me
this 28th day of Dec, 2011

My commission expires:

X
Notary Public Signature

OFFICIAL SEAL
EARL SMITH
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:06/09/15

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

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

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

XXXX There is ***no*** familial relationship that exists between the owner 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.

Joseph Lee _____ December 28, 2011
Owner/Employee's Signature Date

Subscribe and sworn before me this 28th Day of December, 2011

a Notary Public in and for Cook County

Earl Smith
(Signature)

NOTARY PUBLIC
SEAL

My Commission expires _____

OFFICIAL SEAL
EARL SMITH
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:06/09/15

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
(SECTION 6)

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 this

_____ day of _____, 20___.

My commission expires:

X_____ _____

Notary Public Signature Notary Seal

SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

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 of the 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/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 CORPORATION
(SECTION 8)

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 of the 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: Digby's Detective & Security Agency, Inc.

BUSINESS ADDRESS: 2630 South Wabsh Avenue

Chicago, IL 60616

BUSINESS TELEPHONE: 312.326.1100 FAX NUMBER: 312.326.4991

CONTACT PERSON: Joseph Lee

FEIN: 36-3141418 *IL CORPORATE FILE NUMBER: 5250-594-1

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Christine Digby VICE PRESIDENT: Lenita Williams

SECRETARY: Lenita Williams TREASURER: Alecia Digby-Lucas

**SIGNATURE OF PRESIDENT: Christine Digby

ATTEST: Lenita Williams (CORPORATE SECRETARY)

Subscribed and sworn to before me this

28th day of Dec, 2011.

X Earl Smith
Notary Public Signature

My commission expires

OFFICIAL SEAL
EARL SMITH
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:06/09/15

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.**

COOK COUNTY SIGNATURE PAGE
(SECTION 9)

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

Toni Preckwinkle

PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

María de Lourdes Cos

COOK COUNTY CHIEF PROCUREMENT OFFICER

COOK COUNTY COMPTROLLER

DATED AT CHICAGO, ILLINOIS THIS 17 DAY OF April ,20 12.

IN THE CASE OF A BID PROPOSAL, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

10-53-49 RB

OR

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

TOTAL AMOUNT OF CONTRACT: $ 308,392.32
(DOLLARS AND CENTS)

FUND CHARGEABLE:

APPROVED AS TO FORM:

ASSISTANT STATE'S ATTORNEY