

**BIDDER:** DUNBAR ARMORED, INC.

**CONTRACT FOR SERVICE**

**DOCUMENT NO. 11-53-062**



**ARMORED CAR SERVICE  
FOR  
VARIOUS COOK COUNTY FACILITIES  
AND CITY OF CHICAGO PUBLIC LIBRARIES**

**BIDS TO BE EXECUTED IN TRIPLICATE  
BID OPENING WILL BE ON FRIDAY, SEPTEMBER 9, 2011 AT 10:00 A.M.  
LATE BIDS WILL NOT BE CONSIDERED  
DELIVER BIDS TO 118 N. CLARK ST., ROOM 569, CHICAGO, IL, 60602**

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

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

**BOARD OF COMMISSIONERS  
COUNTY OF COOK  
TONI PRECKWINKLE, PRESIDENT**

**APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS**

**NOV 01 2011**

**COM\_\_\_\_\_**

**REQ#**

SPECIAL CONDITIONS FOR COOK COUNTY & CITY OF CHICAGO PUBLIC LIBRARIES**SC-01            SCOPE**

The Contractor must provide ARMORED CAR SERVICES for VARIOUS COOK COUNTY FACILITIES AND/OR ALL CHICAGO PUBLIC LIBRARY BRANCHES including all supervision, labor, equipment and transportation necessary to pickup and deliver valuables from the County Facilities and the Chicago Public Library branches to the bank, as described herein and in accordance with Contract Documents, Specifications and Proposal herein

**SC-02            CONTRACT PERIOD**

The initial contract prices for Cook County Facilities and City of Chicago Public Libraries resultant from this bid shall prevail for a three (3) year period from this contract's initial effective date. Prior to, or upon completion, of that initial term, the County and/or City shall have the option to renew this contract for an additional two, one (1) year periods. The vendor shall maintain, for the entirety of the stated additional periods, the same prices, terms, and conditions included within the originally awarded contract.

This Contract may be renewed in writing by mutual agreement of the parties not less than 30 days before its expiration.

**SC-03            AWARD OF CONTRACT**

Contract(s) will be awarded based on the total lowest bid price per group. One (1) Contract will be awarded per Group based on the lowest total bid price proposed by a responsive and responsible bidder meeting the terms and conditions of the specification.

Bidders must quote all lines within a Group but are not required to bid all groups. Contractor may be awarded one (1) or more groups. As many as two (2) Contracts can be awarded for this requirement.

Bid pricing must incorporate any/all peripheral costs including, but not limited to labor rates, labor benefit changes and labor equipment and training, waiting time if any, tracking system costs, vehicles and vehicle maintenance, insurance premium costs, administrative costs, reporting and record maintenance costs, taxes, environmental compliance costs which may be incurred and all other business operational costs as related to this specification.

Contracts 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 and City shall be sole determinants of the relevant and appropriate cost factors used in evaluating any Base, Options and/or Alternate bids.

**SC-04            ACCEPTANCE AND EXECUTION OF CONTRACT DOCUMENTS**

Vendors submitting bids for the County portion of this contract (Group A) shall abide to the County's Instructions to Bidders and General Conditions and complete the County Economic Disclosure Statement Forms located in Attachment C of this document.

Vendors submitting bids for the City of Chicago portion of this contract (Group B) shall abide to the City's General Conditions, and complete the City's Economic Disclosure Statement Forms on-line. The City's General Conditions and instructions for completing the EDS Form on-line are located in Attachment D of this Document.

SPECIAL CONDITIONS FOR COOK COUNTY & CITY OF CHICAGO PUBLIC LIBRARIES**SC-05 MBE/WBE REQUIREMENTS FOR THIS CONTRACT**

The Office of Contract Compliance has determined that the nature of the services to be provided under this contract are such that neither direct nor indirect subcontracting opportunities will be practicable or cost-effective. **Therefore, there will be no stated goals for MBE/WBE participation resulting from this contract.**

**SC-06 PRE-BID CONFERENCE**

The County and City will hold a Pre-Bid Conference at the Office of the Purchasing Agent, 118 N. Clark St, Room 1018, Chicago, IL 60602. Representatives from the Cook County Purchasing Department, City of Chicago, and the various Facilities will comprise the panel to respond to answer any questions regarding Armored Car Services, their respective departments, 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@cookcountyl.gov](mailto:kevin.casey@cookcountyl.gov) on or before Monday, August 15, 2011, with firm's name and number of attendees. A maximum of two (2) representatives from each firm may attend.

The Pre-Bid Conference

DATE: Tuesday, August 16, 2011  
 TIME: 2:00 p.m.  
 PLACE: Cook County Office of the Purchasing Agent  
 118 N. Clark St, Room 1018  
 Chicago, IL 60602

**SC-07 INQUIRIES**

A copy of any written request for interpretation of documents shall be provided to the Office of Purchasing Agent 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 Purchasing Agent. Inquiries will be answered in writing, if deemed necessary, by means of an Addendum issued by the Office of the Purchasing Agent. (Reference Instructions to Bidders, Section IB-05 "Exceptions", Page IB-2). **Inquiries must be received no later than 5:00 p.m. on Thursday, August 18, 2011. Inquiries will be answered by the close of business on Monday, August 22, 2011.**

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

Maria De Lourdes Coss, CPPO  
 Cook County Purchasing Agent  
 c/o Kevin Casey, Specifications Engineer  
 118 N. Clark Street, Room 1018  
 Chicago, IL 60602

Or via email at [kevin.casey@cookcountyl.gov](mailto:kevin.casey@cookcountyl.gov)

Contact Info for Specifications Engineer No. 53  
 Kevin Casey: 312 603-6830, [kevin.casey@cookcountyl.gov](mailto:kevin.casey@cookcountyl.gov)

SPECIAL CONDITIONS FOR COOK COUNTY & CITY OF CHICAGO PUBLIC LIBRARIES

**SC-08 CONTRACTORS INSURANCE**

The Contractor must provide and maintain at Contractor's own expense, until Contract completion and during the time period following completion if Contractor is required to return and perform any additional work, the insurance coverages and requirements specified below, insuring all operations related to the Contract.

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The County of Cook and the City of Chicago are to be named as an additional insured on a primary, non-contributory basis.

4) Blanket Crime

The Contractor must provide Blanket Crime coverage covering all persons handling funds under this Contract, against loss by dishonesty, robbery, burglary, theft, destruction, or disappearance, computer fraud, credit card forgery, and other related crime risks. The policy limit must be written to cover losses in the amount of maximum monies collected, received and in the possession of Contractor at any given time.

5) Property

The Contractor is responsible for all loss or damage to County or City property at replacement cost that results as part of this Contract.

The Contractor is responsible for all loss or damage to personal property (including but not limited to material, equipment or vehicles, tools and supplies) owned, rented or used by Contractor.

SPECIAL CONDITIONS FOR COOK COUNTY & CITY OF CHICAGO PUBLIC LIBRARIES**SC-08                      CONTRACTORS INSURANCE (con't.)****B.            ADDITIONAL REQUIREMENTS**

The Contractor must furnish the Cook County Purchasing Agent, 118 North Clark Street, Room 1018, Chicago Illinois 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The Contractor must submit evidence of insurance on the attached Insurance Certificate Form or equivalent prior to Contract award and forward a copy to the Department of Revenue, F&A, 333 South State Street, Suite 530, Chicago Illinois 60604. The receipt of any certificate does not constitute agreement by the County or City that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the County or City to obtain certificates or other insurance evidence from Contractor is not a waiver by the County or City of any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor must advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Non-fulfillment of the insurance conditions may constitute a violation of the Contract, and the City retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The insurance must provide for 60 days prior written notice to be given to the County or City in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self insured retentions on referenced insurance coverages must be borne by Contractor.

The Contractor hereby waives and agrees to require their insurers to waive their rights of subrogation against the County of Cook, City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self insurance programs maintained by the County of Cook or City of Chicago do not contribute with insurance provided by the Contractor under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Contract.

If Contractor or subcontractor desire additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provisions in the Contract to the contrary, the County of Cook and City of Chicago Risk Management Departments maintains the right to modify, delete, alter or change these requirements.

SPECIAL CONDITIONS FOR COOK COUNTY & CITY OF CHICAGO PUBLIC LIBRARIES

**INSURANCE CERTIFICATE OF COVERAGE**

Named Insured: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contract No. \_\_\_\_\_  
 Project Name: Armored Car Services  
 Contract No.: \_\_\_\_\_

Description of Operation/Location	
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The insurance policies and endorsements indicated below have been issued to the designated named insured with the policy limits as set forth herein covering the operation described within the Contract involving the named insured, Cook County, and/or the City of Chicago. The Certificate issuer agrees that in the event of cancellation, non-renewal or material change involving the indicated policies, the issuer will provide at least sixty (60) days prior written notice of such change to Cook County and/or the City of Chicago at the address shown on this Certificate. This certificate is issued to Cook County and/or the City of Chicago in consideration of the Contract entered into with the named insured, and it is mutually understood that Cook County and/or the City of Chicago relies on this certificate as a basis for continuing such agreement with the named insured:

Type of Insurance	Insurer Name	Policy Number	Expiration Date	Limits of Liability All Limits in Thousands
General Liability <input type="checkbox"/> Claims made <input type="checkbox"/> Occurrence <input type="checkbox"/> Premises-Operations <input type="checkbox"/> Explosion/Collapse Underground <input type="checkbox"/> Products/Completed-Operations <input type="checkbox"/> Blanket Contractual <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Personal Injury <input type="checkbox"/> Pollution				CSL Per Occurrence \$ _____  General Aggregate \$ _____  Products/Completed Operations Aggregate \$ _____
Automobile Liability				CSL Per Occurrence \$ _____
<input type="checkbox"/> Excess Liability <input type="checkbox"/> Umbrella Liability				Each Occurrence \$ _____
Worker's Compensation and Employer's Liability				Statutory/Illinois Employers Liability \$ _____
Blanket Crime				CSL Per Occurrence \$ _____
Builders Risk/Course of Construction				Amount of Contract
Professional Liability				\$ _____
Owner Contractors Protective				\$ _____
Other				\$ _____

SPECIAL CONDITIONS FOR COOK COUNTY & CITY OF CHICAGO PUBLIC LIBRARIES

- a) Each Insurance policy required by this agreement, excepting policies for worker's compensation and professional liability, will read: "The County of Cook and/or the City of Chicago are additional insureds as respects operations and activities of, or on behalf of the named insured, performed under contract with or permit from the City of Chicago."
- b) The General, Automobile and Excess/Umbrella Liability Policies described provide for severability of Interest (cross liability) applicable to the named insured and the City.
- c) Workers Compensation and Property Insurers shall waive all rights of subrogation against Cook County and the City of Chicago.
- d) The receipt of this certificate by the County or City does not constitute agreement by the County or City that the insurance requirements in the Contract have been fully met, or that the insurance policies indicated by this certificate are in compliance with all contract requirements.

Name and Address of Certificate Holder and Recipient of Notice	Signature of Authorized Rep. _____
Certificate Holder/Additional Insured	Agency/Company: _____
Cook County 118 North Clark Street Chicago, IL 60602	Address: _____
And/or	Telephone: _____
City of Chicago Department of Procurement Services 121 N. LaSalle St., #403 Chicago, IL 60602	

**CERTIFICATE OF INSURANCE**

**ISSUED TO:**

**SPECIMEN**

This is to certify that policies of insurance as described below have been issued to the insured named below and are in force at this time. If such policies are canceled, the limits of liability reduced, or the policies are changed in any way that may affect your coverage during the periods of coverage as stated herein, written notice will be mailed to the party designated above for whom this certificate is issued. Such written notice will be mailed no less than ten (10) days prior to said cancellation, limit reduction, or change that may affect your coverage.

**DUNBAR ARMORED, INC.**

**"ALL RISK" ARMORED CAR CARGO LIABILITY**

TO COVER CURRENCY, COIN, BULLION, STOCKS, BONDS, NEGOTIABLE AND NON-NEGOTIABLE SECURITIES, CHECKS AND OTHER PROPERTIES AGAINST ALL RISKS OF PHYSICAL LOSS OF OR DAMAGE TO THE INSURED PROPERTY INCLUDING ANY ACT OR OMISSION OF THE ASSURED OR ANY OF ITS EMPLOYEES, EXCEPT WAR AND NUCLEAR AS EXCLUDED IN THE POLICY.

LIMIT OF LIABILITY PER OCCURRENCE	CARRIER	POLICY NUMBER	EFFECTIVE DATE
\$ 100,000,000 Liability	XL Specialty	UM00017866SPO8A	9-1-08 to 9-1-11
\$ 500,000,000 Excess of \$100,000,000	Lloyds of London	GNYA128	9-1-08 to 9-1-11

The insurance afforded is subject to all of the terms of the policy, including endorsements, applicable thereto.

September 1, 2008

# Specimen

DATE

CERTIFICATE NUMBER

WILLIS TOWERS WATSON, INC.

*[Signature]*  
AUTHORIZED REPRESENTATIVE

**Willis IIB, Inc.**

10 WOODBRIDGE CENTER DRIVE • SUITE 601  
WOODBRIDGE, NJ 07095  
TEL: 732-855-3155 FAX: 732-855-3158



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
04/12/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services, Inc. of Maryland 500 East Pratt Street Baltimore MD 21202 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (847) 953-5390		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Dunbar Armored, Inc. 50 Schilling Road Hunt Valley, MD 21031 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: Hartford Fire Insurance Co.		19682
	INSURER B: Hartford Ins Co of the Midwest		37478
	INSURER C: Twin City Fire Insurance Company		29459
	INSURER D: Starr Surplus Lines Insurance Company		13604
	INSURER E:		
INSURER F:			

**COVERAGES**      **CERTIFICATE NUMBER: 570042148697**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/>			30CSER26502	04/01/2011	04/01/2012	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			30CSER26503	04/01/2011	04/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY ( Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION			SLSLGCE51003311	04/01/2011	04/01/2012	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below			30WNR26500	04/01/2011	04/01/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
C	Y / N <input checked="" type="checkbox"/> N / A DESCRIPTION OF OPERATIONS below			AOS 30WBRR26501 WI	04/01/2011	04/01/2012	E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Evidence of Insurance.

### CERTIFICATE HOLDER

### CANCELLATION

Dunbar Armored, Inc. 50 Schilling Road Hunt Valley, MD 21031 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Inc., of Maryland</i>
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SPECIAL CONDITIONS FOR COOK COUNTY & CITY OF CHICAGO PUBLIC LIBRARIES**SC-09 CONTRACTOR'S QUALIFICATIONS**

Contractor must provide armed, uniformed, properly licensed guards who have been trained and are experienced in armored car pick-up and delivery service. A minimum of two (2) guards must be provided per vehicle. Guards must be bonded, insured, licensed and properly trained in the use of firearms. Guards must wear and present picture identification at all pick-up points. Contractor must provide operating two-way radio communication equipment for the use by guards.

Upon request the Contractor must be in a position to provide certification that its employees have passed security checks.

**SC-10 I.C.C. CONTRACT CARRIER PERMIT**

Contractor shall have and provide to the County and City, a copy of his Illinois Commerce Commission, Contract Carrier Permit, which allows them to perform services for the County of Cook and City of Chicago. The Contractor must comply with all Federal, State and City laws regarding licensing, permits, registrations and bonding.

**SC-11 LICENSE**

The Contractor must comply with all Federal, State and City laws regarding licensing, permits, registrations and bonding.

**SC-12 MOTOR EQUIPMENT VEHICLES**

All motor equipment vehicles used for services provided under the Contract must be properly "armed" and equipped for the service to be performed. No standard street vehicles such as non-armored automobiles, vans, light trucks can be used. Only armored cars meeting the standards of the accepted industry definition of such vehicles will be acceptable.

**SC-13 TRACKING SYSTEM**

The Contractor must provide a Tracking System to help keep track of and account for the envelopes and bags as they are exchanged and transferred from County and City personnel to the Contractor and from the Contractor to the County's and City's designated depository personnel.

Bidder must provide at the time of bid opening, with their bid submittal, a detailed description of the proposed tracking system.

NOTE: Unit Prices as bid must include the cost for the proposed tracking system.

The Contractor must provide, implement, and maintain, at no extra or separate cost to the City, a proven and effective type of electronic (e.g. like barcoding) chain-of-custody tracking system and all necessary equipment, material supplies (e.g. barcode labels and electronic transaction history records or other related items), labor for delivery and installation if necessary, and training necessary for users to properly implement the contractor's system, throughout the term of the Contract. The City of Chicago reserves the right to inspect and test or have the bidder demonstrate the proposed Tracking System for evaluation and approval.

**SC-14 ADDITIONS-DELETIONS**

The County and/or City reserves the right to add and delete pick-up location, change existing location address, change the frequency, the day and/or time of service, change the financial institution, financial institution location, and/or financial institution deposit times, add similar services, and delete services as needed during the term of the Contract with written notification to the Contractor.

**ILLINOIS COMMERCE COMMISSION  
TRANSPORTATION DIVISION  
PUBLIC CARRIER CERTIFICATE**

**62614 MC  
DUNBAR ARMORED, INC.  
(a Maryland corporation)**

PURSUANT TO THE PROVISIONS OF THE ILLINOIS COMMERCIAL  
TRANSPORTATION LAW (625 ILCS 5/18c-110) ET SEQ. THIS CERTIFICATE  
AUTHORIZES THE ABOVE-NAMED MOTOR CARRIER TO OPERATE IN INTRASTATE  
COMMERCE TRANSPORTING

**ANY AND ALL COMMODITIES  
(EXCEPT HOUSEHOLD GOODS)  
TO AND FROM ALL POINTS IN ILLINOIS**

THE PRIVILEGE CONVEYED BY THIS CERTIFICATE IS CONDITIONED UPON  
COMPLIANCE WITH ALL APPLICABLE PROVISIONS OF STATE LAW AND RULES. A  
COPY OF THIS CERTIFICATE MUST BE CARRIED IN EACH VEHICLE ENGAGED IN  
INTRASTATE TRANSPORTATION.

THE VEHICLES OF THIS CERTIFICATE HOLDER MUST BE IDENTIFIED IN  
ACCORDANCE WITH 92 ILL. ADM. CODE 1.307

THE HOLDER OF THIS LICENSE CERTIFIES TO THE COMMISSION THAT IT WILL  
PERFORM TRANSPORTATION ACTIVITIES ONLY WITH THE LAWFUL AMOUNT OF  
INSURANCE IN ACCORDANCE WITH 92 ILL. ADM. CODE 1.425.

ISSUE DATE: April 19, 1996

By: Kevin Sharpe  
KEVIN SHARPE, DIRECTOR OF PROCESSING  
TRANSPORTATION DIVISION

SPECIAL CONDITIONS FOR COOK COUNTY & CITY OF CHICAGO PUBLIC LIBRARIES

**SC-15 DIESEL FUEL SURCHARGE ALLOWANCE**

Cook County and the City of Chicago will permit the Contractor to change a diesel fuel surcharge for each month during the term of the Contract that the average price per gallon of diesel fuel in Midwest Region for that month is \$5.50 or more as published at [http://www.eia.gov/dnav/pet/pet\\_pri\\_gnd\\_dcus\\_r20\\_w.htm](http://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_r20_w.htm). The average daily price for diesel fuel per the US Energy Report for any month during the term of the Contract is the total of the daily prices for the month in question divided by the number of days of the month in question. The surcharge may only be applied to those months in which the **average** fuel price, calculated in the manner just described, is \$5.50 or more per gallon.

The fuel surcharge will be allowed based on the following schedule:

Current Average Fuel Cost	Surcharge Rate
Less than or equal to \$5.499	Zero
Greater than or equal to \$5.500 and Less than or equal to \$5.999	1.75%
Greater than or equal to \$6.000 and Less than or equal to \$6.499	3.50%
Greater than or equal to \$6.500	5.25%

Unless otherwise specified and except as may be provided for herein and per the Special Conditions section for price adjustment provisions, all other cost increases that may be incurred by the Contractor such as, for example: insurance, tax licenses, and labor, must be included in the Unit Prices. The Contractor must bill the diesel fuel surcharge as a separate line item on each month's invoice. **DO NOT** combine the fuel surcharge with the service charge on the invoice.

**EXAMPLE:**

Assume the Contractor start date is January 1, 2012; and the Armored Car Service fee for location A is \$1,000 per month. Services are rendered for location A in January 2012 and the current average diesel fuel cost as published in January is less than or equal to \$5.499. The February invoice would not show any surcharge. In February 2012, the department is billed for January's services in the amount of \$1,000 for location A and as it should be without a fuel surcharge.

If services are rendered for location A in March 2012 and the current average diesel fuel cost as published in [http://www.eia.gov/dnav/pet/pet\\_pri\\_gnd\\_dcus\\_r20\\_w.htm](http://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_r20_w.htm) is \$5.778 for the Month of March 2012. Since the average rate is above \$5.500, the Contractor is allowed a fuel surcharge of 1.75%.

In April 2012, the department is billed for March's services (\$1,000) and the Contractor may charge a surcharge of \$17.50 (\$1,000 x 1.75%) as a separate line item.

Subsequent months would also be charged a fuel surcharge adjustment (up or down), in accordance with the chart above.

**SC-16 HOLD HARMLESS**

The Contractor agrees that it shall hold the Cook County and the City of Chicago Public Library and its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the Contractor, its employees, and invitees on or about the premises and which arise out of the Contractor's performance, or failure as specified in the Agreement.

SPECIAL CONDITIONS FOR COOK COUNTY & CITY OF CHICAGO PUBLIC LIBRARIES

**SC-17 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:  
Purchasing Agent  
County of Cook  
Room 1018 County Building  
118 North Clark Street  
Chicago, Illinois 60602  
(Reference County Contract Number)

TO THE CITY:  
Chief Procurement Officer  
City of Chicago  
Room 403, City Hall  
  
Chicago, Illinois 60602  
(Reference City Contract Number)

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

**SC-18 QUANTITIES**

Any quantities shown herein are estimated quantities for the initial thirty-six (36) month contract period. The County and/or City reserves the right to increase or decrease quantities ordered under this contract. Nothing herein will be construed as an intent on the part of the County or City to procure any Armored Car Services other than those determined by the County and/or Chicago Public Library to be necessary to meet its needs.

The County and/or City will only be obligated to order and pay for such quantities as are from time to time ordered, delivered and accepted on releases issued directly by the County Agencies or the Chicago Public Library.

**SC-19 CONTRACT DOCUMENTS TO BE COMPLETED BY BIDDER**

Bidder must fully complete, sign, notarize and submit as part of your proposal the following documents incorporated herein:

1. Proposal Pages (City's and/or County's).
2. Bid Data Pages.
3. Economic Disclosure Statement and Affidavit (City's and/or County's).
4. Affidavit of Chicago Business. (City of Chicago only)
5. Proposal Execution Page, as applicable (Corporation, Partnership, Sole Proprietorship). (City's and/or County's).
6. Insurance Certificate of Coverage. (City's and/or County's).

**NOTE: BIDDER MUST ACKNOWLEDGE RECEIPT OF A FULL SET OF CONTRACT DOCUMENTS AND ANY ADDENDA LOCATED IN THE PROPOSAL SECTION.**

**SC-20 ACCEPTANCE**

It is understood and agreed by and between the parties hereto, that the initial acceptance and inspection of any Service will not be considered a waiver of any provision of these specifications and will not relieve the Contractor of its obligation to provide satisfactory Armored Car Services which conforms to the specifications, as shown by any test or inspections for which provisions are herein otherwise made.

Failure of the Contractor to familiarize himself/herself with all requirements of the Contract Documents will not relieve him/her from complying with all of the provisions thereof.

SPECIFICATIONS FOR COOK COUNTY

**GROUP A – ARMORED CAR SERVICE FOR COOK COUNTY**

**ITEMS 1-23: ARMORED CAR SERVICE**

These specifications constitute armored car requirements for the Cook County Clerk’s Office, Cook County Recorder Of Deeds Office, Cook County Treasurer’s Office, The Clerk Of The Circuit Court Of Cook County, Cook County Department Of Animal Control, Cook County Adult Probation Department, and Cook County Social Services Department [hereafter the “Agency” or “Agencies”] for a 36 month period that will commence after award by the Cook County Board of Commissioners. The expected service period is December 1, 2011 through November 30, 2014. The pick-up and delivery times that are itemized in these specifications are the essence of this contract. Failure of the carrier to strictly comply with these terms shall be considered a breach of the contract by the carrier, and the Agencies shall have the right to cancel the same upon notice to the carrier.

Pick-up must be made at each of the locations indicated on the day and time indicated. Should at any time and for any reason, other than delay caused solely by the actions of one of the Agencies or Acts of God, a pick-up is made at a time subsequent to that indicated, upon request the carrier shall reimburse the Agency for any overtime or compensatory time cost directly related thereto, as calculated by that Agency.

Deliveries must be made to the respective banks based on the itemized schedule below at the dates and times indicated. Should at any time and for any reason, other than delay caused solely by the actions of one of the Agencies or Acts of God, a delivery is made at a day or time subsequent to that which is referenced in the itemized schedule, the carrier shall reimburse the Agency for: a.) any and all associated charge(s) incurred by the Agency as assessed by the receiving Bank for remaining open to accept the late delivery, and/or b.) any and all loss of interest to the Agency, as calculated by the Agency.

The carrier must provide electronic tracking of all pick-ups and deliveries, including “no value” items and must provide receipt/log books to the Agencies at no cost. Copies of armored car manifest logs pertinent to any specific pick-up must be provided to the Requesting Agency within 48 hours of request and at no cost to that Agency.

**The Carrier must provide and maintain at Contractor's own expense, Insurance coverages and requirements as specified in Special Conditions SC-09, Contractors Insurance**

**2011 and 2012 HOLIDAYS\*\*:**

- |                            |                              |
|----------------------------|------------------------------|
| Monday, December 26, 2011  |                              |
| Monday, January 2, 2012    | Wednesday, September 5, 2012 |
| Tuesday, January 17, 2012  | Wednesday, October 10, 2012  |
| Monday, February 13, 2012  | Monday, November 12, 2012    |
| Tuesday, February 21, 2012 | Thursday, November 22, 2012  |
| Friday, March 9, 2012      | Friday, November 23, 2012*   |
| Monday, May 28, 2012       | Wednesday, December 26, 2012 |
| Wednesday July 4, 2012     |                              |

SPECIFICATIONS FOR COOK COUNTY

**2013 HOLIDAYS\*\*:**

Tuesday, January 1, 2013	Monday, September 2, 2013
Tuesday, February 12, 2013	Monday, October 14, 2013
Monday, February 18, 2013	Monday, November 11, 2013*
Monday, March 4, 2013	Wednesday, November 27, 2013
Monday, May 27, 2013	Thursday, November 28, 2013
Monday, July 1, 2013	Wednesday, December 25, 2013

Court holidays shown above are excluded, except for location Item # 2, 2700 S. California, which is open 365 days per year. Any pickups for Court locations that fall on a court holiday to be picked up on the preceding Thursday.

**\*Clerk of the Circuit Court holidays only.** Cook County Treasurer's Office, Cook County Recorder of Deeds Office, and Cook County Clerk's Office are open and will require service.

\*\*2011-2013 holiday schedule is subject to change. A confirmed holiday schedule will be provided in writing to vendor at the beginning of each calendar year.

**ITEMS NO. 1 THRU 16: ARMORED CAR SERVICE FOR CLERK OF THE CIRCUIT COURT**

Pick-up Day(s) and Time(s) as follows:

**Item No. 1**

Clerk of the Circuit Court, Richard J. Daley Center, 10<sup>th</sup> Floor, 50 W. Washington, Chicago, IL 60602. Safe enclosed in vault, secured by ADT.

Pick up daily Monday through Friday between 9:00 A.M. **12:00 P.M.** and 4:00 P.M.

Deliver to:

Lakeside Bank, 55 W. Wacker, Chicago, Illinois 60601 the business day immediately following armored car pick-up, no later than 3:00 P.M.,

~~Shore Bank~~ **Urban Partnership Bank**, 7059 S. Jeffery, Chicago, Illinois the business day immediately following armored car pick-up, no later than 4:00 P.M.,

Amalgamated Trust & Savings Bank, One West Monroe, Chicago, Illinois 60603 the business day immediately following armored car pick-up, between 6:00 P.M. and 7:00 P.M.,

JP Morgan Chase Bank, N.A., 10 S. Dearborn, Chicago, Illinois, 60603 the business day immediately following armored car pick-up, no later than 2:00 P.M.

Highland Community Bank, 1701 W. 87<sup>th</sup> Street, Chicago, Illinois 60620. Monday, Wednesday and Friday, the business day immediately following armored car pick-up, no later than 7:00 P.M.

**Belmont Bank & Trust, 8250 West Belmont Avenue, Chicago, Illinois 60634 the business day immediately following armored car pick-up, no later than 4:00 P.M.,**

**Charter One, 71 South Wacker Drive, Suite 2900, Chicago, Illinois 60606 the business day immediately following armored car pick-up, no later than 4:00 P.M.**

SPECIFICATIONS FOR COOK COUNTY

**Item No. 2**

Criminal Courts Building, Cook County Department of Corrections, Division 5 Bond Office, Office of the Clerk of the Circuit Court, 2700 South California Ave., Chicago, Illinois, 1<sup>st</sup> Floor.

Pick up daily Monday through Saturday between 9:00 A.M. and 4:00 P.M.

Deliver to:

Amalgamated Trust & Savings Bank, One West Monroe, Chicago, Illinois 60603, Monday through Friday, the business day immediately following armored car pick-up, between 6:00 P.M. and 7:00 P.M.

Saturday pick-up to be delivered to Amalgamated Trust & Savings on the following Monday, (Tuesday if Monday is a Holiday), between 6:00 P.M. and 7:00 P.M.

**Item No. 3**

Clerk of the Circuit Court Branch Court 29 & 42, 1<sup>st</sup> Floor, 2452 W. Belmont Ave., Chicago, Illinois;

Pick up day Friday between 9:00 A.M. and 4:00 P.M.

**Item No. 4**

Clerk of the Circuit Court Branch Court 43 & 44, 3150 W. Flournoy, 1<sup>st</sup> Floor, Chicago, Illinois,

Pick up day Friday between 9:00 A.M. and 4:00 P.M.

**Item No. 5**

Clerk of the Circuit Court Branch Courts 34 & 48, 155 W. 51<sup>st</sup> Street, 2<sup>nd</sup> Floor, Chicago, Illinois,

Pick up day Friday between 9:00 A.M. to 3:30 P.M.

**Item No. 6**

Clerk of the Circuit Court Branch Court 38, 737 E. 111<sup>th</sup> St., 1<sup>st</sup> Floor, Chicago, Illinois,

Pick up day Friday between 9:00 A.M. and 11:00 AM.

**Item No. 7**

Clerk of the Circuit Court Branch Courts 23 & 50, 5555 W. Grand Ave., 1<sup>st</sup> Floor, Chicago, Illinois;

Pick up day Friday between 9:00 A.M. and 11:00 AM.

**Item No. 8**

Domestic Violence Court, 555 West Harrison, 1<sup>st</sup> Floor, East Entrance, Chicago, Illinois,

Pick up days, Wednesday and Friday between 9:00 A.M. and 4:00 P.M.

All Branches (Item Numbers 3 thru 8) deliver to:

Amalgamated Trust and Savings Bank, One West Monroe, Chicago, Illinois 60603, the business day immediately following armored car pick-up, between 6:00 P.M. and 7:00 P.M. All pick-ups for locations 3 through 8 that fall on a court holiday are to be picked up on preceding Thursday.

SPECIFICATIONS FOR COOK COUNTY

**Item No. 9**

Municipal District No.1 Traffic Violations Bureau, R.J. Daley Center, 50 W. Washington, Lower Level, Chicago, Illinois, Clerk of the Circuit Court.

Pick up daily Monday thru Friday between 9:00 A.M and 4:00 P.M.

Deliver to:

Amalgamated Trust & Savings Bank, One West Monroe, Chicago, Illinois 60603, the business day immediately following armored car pick-up, between 6:00 P.M. and 7:00 p.m.

\*Location subject to change due to the installation of a Sprinkler System at the Richard J. Daley Center.

**Item No. 10**

Child Support Division, 28 N. Clark St., 2<sup>nd</sup> Floor, Room 200, Chicago, Illinois, 60602,

Pick-up daily Monday through Friday between 9:00 A.M. and 4:00 P.M.

Deliver to:

Amalgamated Trust & Savings Bank, One West Monroe, Chicago, Illinois 60603, the business day immediately following armored car pick-up, between 6:00 P.M. and 7:00 p.m.

**Item No. 11**

Cook County Department of Corrections, Criminal Courts Building , 2650 South California Ave., Room 526, Office of the Clerk of the Circuit Court, Chicago, Illinois, 5th Floor.

Pick up daily Monday through Friday between 9:00 A.M. and 4:00 P.M.

Deliver to:

Amalgamated Trust & Savings Bank, One West Monroe, Chicago, Illinois 60603 the business day immediately following armored car pick-up, between 6:00 P.M. and 7:00 P.M., Monday through Friday.

**Item No. 12**

Clerk of the Circuit Court, 2<sup>nd</sup> Municipal District, 5600 W. Old Orchard Road, Skokie, Illinois, 1<sup>st</sup> Floor, Clerk of the Circuit Court,

Pick up daily Monday through Friday, between 9:00 A.M. and 4:00 P.M.

Deliver to:

Edens Plaza Bank, 3244 West Lake Avenue, Wilmette, Illinois 60091-1094 the business day immediately following armored car pick-up, no later than 6:00 P.M.

Amalgamated Trust & Savings Bank, One West Monroe Chicago, Illinois 60603, the business day immediately following armored car pick-up, between 6:00 P.M and 7:00 P.M.,

SPECIFICATIONS FOR COOK COUNTY

**Item No. 13**

Clerk of the Circuit Court, 3<sup>rd</sup> Municipal District, 2121 Euclid Avenue, 1<sup>st</sup> Floor, Rolling Meadows, Illinois;

Pick up daily Monday through Friday between 9:00 A.M. and 4:00 P.M.

Deliver to:

Plaza Bank, Norridge, Illinois 60634, the business day immediately following armored car pick-up, no later than 6:00 pm., Amalgamated Trust & Savings Bank, One West Monroe, Chicago, Illinois 60603 the business day immediately following armored car pick-up, no later than 6:00 P.M.,

Amalgamated Trust and Savings Bank, One West Monroe, Chicago, Illinois 60603, the business day immediately following armored car pick-up, between 6:00 P.M and 7:00 pm.,

**Item No. 14**

Clerk of the Circuit Court, 4<sup>th</sup> Municipal District, 1500 Maybrook Drive, 2<sup>nd</sup> Floor, Maywood, Illinois,

Pick up daily Monday through Friday between 9:00 A.M. and 4:00 P.M.

Deliver to:

The First Oak Brook Bank, 1500 Roosevelt Road Broadview, Illinois 60153 the business day immediately following armored car pick-up, no later than 5:00 P.M.,

Amalgamated Trust & Savings Bank, One West Monroe, Chicago, Illinois 60603, the business day immediately following armored car pick-up, between 6:00 P.M and 7:00 P.M.,

JP Morgan Chase Bank, N.A., 10 S. Dearborn, Chicago, Illinois, 60603, the business day immediately following armored car pick-up, before 6:00 P.M.

**Item No. 15**

Clerk of the Circuit Court, 5<sup>th</sup> Municipal District, 10220 South 76<sup>th</sup> Avenue, 1st Floor, Bridgeview, Illinois;

Pick up daily Monday thru Friday between 9:00 A.M. and 4:00 P.M.

Deliver to:

Bridgeview Bank and Trust, 7300 West 87<sup>th</sup> Street, Bridgeview, Illinois 60455 the business day immediately following armored car pick-up, no later than 6:00 P.M,

Amalgamated Trust & Savings Bank, One West Monroe, Chicago, Illinois 60603, the business day immediately following armored car pick-up, between 6:00 P.M and 7:00 P.M.,

JP Morgan Chase Bank, N.A., 10 S. Dearborn, Chicago, Illinois, 60603, the business day immediately following armored car pick-up, before 6:00 P.M.

SPECIFICATIONS FOR COOK COUNTY

**Item No. 16**

Clerk of the Circuit Court, 6<sup>th</sup> Municipal District, 16501 South Kedzie Avenue, 1st Floor, Markham, Illinois, 60426,

Pick up daily Monday through Friday between 9:00 A.M. and 4:00 P.M.

Deliver to:

Highland Community Bank, 1701 W. 87<sup>th</sup> St., Chicago, Illinois 60620 the business day immediately following armored car pick-up, no later than 7:00 P.M.,

Amalgamated Trust & Savings Bank, One West Monroe, Chicago, Illinois 60603, the business day immediately following armored car pick-up, between 6:00 P.M and 7:00. P.M.

JP Morgan Chase Bank, N.A., 10 S. Dearborn, Chicago, Illinois, 60603, the business day immediately following armored car pick-up, before 6:00 P.M.,

**ITEMS NO. 17 THRU 22: ARMORED CAR SERVICE FOR RECORDER OF DEEDS OFFICE**

**Item No. 17**

Cook County Recorder of Deeds Office, 118 North Clark Street, Room 120, Chicago, Illinois 60602,

Pick up daily Monday through Friday between the hours of 9:00 A.M. and 4:00 P.M.

Deliver to:

Amalgamated Trust and Savings Bank, One W. Monroe Street, Chicago, Illinois 60603, the business day immediately following armored car pick-up, no later than 7:00 P.M.,

JP Morgan Chase Bank, One Chase Tower, 40 S. Clark Loading Dock-West Side, Chicago, Illinois 60670, the business day immediately following armored car pick-up, no later than 7:00 P.M.,

Seaway Bank, 645 East 87<sup>th</sup> Street, Chicago, Illinois 60619 the business day immediately following armored car pick-up, no later than 7:00 P.M.

**Item No. 18**

Cook County Recorder of Deeds Office, 2<sup>nd</sup> Municipal District, 5600 W. Old Orchard Road, Room 155, Skokie, Illinois,

Pick up daily Monday through Friday between 9:00 A.M and 4:00 P.M.

Deliver to:

Amalgamated Trust & Savings Bank, One West Monroe Chicago, Illinois 60603, the business day immediately following armored car pick-up, between 6:00 P.M. and 7:00 P.M.,

J P Morgan Chase Bank, One Chase Tower 40 S. Clark Loading Dock-West Side, Chicago, Illinois 60670, the business day immediately following armored car pick-up, before 6:00 P.M.,

Seaway Bank, 645 East 87<sup>th</sup> Street, Chicago, Illinois 60619, the business day immediately following armored car pick-up, before 11:00 A.M.,

Cook County Recorder of Deeds Office, 118 North Clark Street, Room 230, Chicago, Illinois 60602. Attention Accounting Department (Delivered Transactions), the business day immediately following armored car pick-up, between 8:00 A.M and 11:00 A.M.

SPECIFICATIONS FOR COOK COUNTY

**Item No. 19**

Cook County Recorder of Deeds Office, 3<sup>rd</sup> Municipal District, 2121 Euclid Avenue, Room 238, Rolling Meadows, Illinois,

Pick up daily Monday through Friday between 9:00 A.M. and 4:00 P.M.

Deliver to:

Amalgamated Trust & Savings Bank, One West Monroe Chicago, Illinois 60603, the business day immediately following armored car pick-up, between 9:00 A.M. and 7:00 P.M.,

J P Morgan Chase Bank, One Chase Tower 40 S. Clark Loading Dock-West Side, Chicago, Illinois 60670, the business day immediately following armored car pick-up, before 6:00 P.M.,

Seaway Bank, 645 East 87<sup>th</sup> Street, Chicago, Illinois 60619, the business day immediately following armored car pick-up, before 11:00 A.M.,

Cook County Recorder of Deeds Office (Delivered transactions), 118 North Clark Street, Room 230, Chicago, Illinois 60602, Attention Accounting Department, the business day immediately following armored car pick-up, between 8:00 A.M and 11:00 A.M.

**Item No. 20**

Cook County Recorder of Deeds Office, 4<sup>th</sup> Municipal District, 1560 Maybrook Square, Room 061 (Basement), Maywood, Illinois, 60153,

Pick up daily Monday through Friday between 9:00 A.M. and 4:00 P.M.

Deliver to:

Amalgamated Trust & Savings Bank, One West Monroe Chicago, Illinois 60603, the business day immediately following armored car pick-up, between 6:00 P.M. and 7:00 P.M.,

J P Morgan Chase Bank, One Chase Tower 40 S. Clark Loading Dock-West Side, Chicago, Illinois 60670, the business day immediately following armored car pick-up, before 6:00 P.M.,

Seaway Bank, 645 East 87<sup>th</sup> Street, Chicago, Illinois 60619, the business day immediately following armored car pick-up, before 11:00 A.M.,

Cook County Recorder of Deeds Office (Delivered transactions), 118 North Clark Street, Room 230, Chicago, Illinois 60602, Attention Accounting Department, the business day immediately following armored car pick-up, between 8:00 A.M and 11:00 A.M.

SPECIFICATIONS FOR COOK COUNTY

**Item No. 21**

Cook County Recorder of Deeds Office, 5<sup>th</sup> Municipal District, 10220 S. 76<sup>th</sup> Avenue, Room 238, Bridgeview, Illinois, 60455,

Pick up daily Monday through Friday between 9:00 A.M. and 4:00 P.M.

Deliver to:

Amalgamated Trust & Savings Bank, One West Monroe Chicago, Illinois 60603, the business day immediately following armored car pick-up, between 6:00 P.M and 7:00 P.M.,

J P Morgan Chase Bank, One Chase Tower 40 S. Clark Loading Dock-West Side, Chicago, Illinois 60670, the business day immediately following armored car pick-up, before 6:00 P.M.,

Seaway Bank, 645 East 87<sup>th</sup> Street, Chicago, Illinois 60619, the business day immediately following armored car pick-up, before 11:00 A.M.,

Cook County Recorder of Deeds Office (Delivered transactions), 118 North Clark Street, Room 230, Chicago, Illinois 60602, Attention Accounting Department, the business day immediately following armored car pick-up, between 8:00 A.M and 11:00 A.M.

**Item No. 22**

Cook County Recorder of Deeds Office, 6<sup>th</sup> Municipal District, 16501 S. Kedzie Avenue, Room 238C, Markham, Illinois, 60426,

Pick-up daily Monday through Friday between 9:00 A.M. and 4:00 P.M.

Deliver to:

Amalgamated Trust & Savings Bank, One West Monroe Chicago, Illinois 60603, the business day immediately following armored car pick-up, between 6:00 P.M and 7:00 P.M.,

J P Morgan Chase Bank, One Chase Tower 40 S. Clark Loading Dock-West Side, Chicago, Illinois 60670, the business day immediately following armored car pick-up, before 6:00 P.M.,

Seaway Bank, 645 East 87<sup>th</sup> Street, Chicago, Illinois 60619, the business day immediately following armored car pick-up, before 11:00 A.M.,

Cook County Recorder of Deeds Office (Delivered transactions), 118 North Clark Street, Room 230, Chicago, Illinois 60602, Attention Accounting Department, the business day immediately following armored car pick-up, between 8:00 A.M to 11:00 A.M.

SPECIFICATIONS FOR COOK COUNTY

**ITEMS NO. 23 THRU 28: ARMORED CAR SERVICE FOR COOK COUNTY CLERK'S OFFICE**

**Item No. 23**

Cook County Clerk's Office, 118 North Clark Street, Room 434, Chicago, Illinois 60602.

Pick up daily Monday through Friday, between 1:00 P.M. and 4:00 P.M.

Deliver to:

JP Morgan Chase Bank, One Chase Tower, 40 S. Clark, Loading Dock - West Side, Chicago, Illinois, 60670, the business day immediately following armored car pick-up

**Item No. 24**

Cook County Clerk's Office, 2<sup>nd</sup> Municipal District, 5600 W. Old Orchard Road, Room 149, Skokie, Illinois;

Pick up daily Monday through Friday between 9:00 A.M. and 4:00 P.M.

Deliver to:

Richard J. Daley Center, Cook County Clerk's Office, Vital Records 50 W. Washington, Concourse Level, Room CL25, Chicago, Illinois 60602 the business day immediately following armored car pick-up, between 8:30 A.M. and 10:00 A.M.

**Item No. 25**

Cook County Clerk's Office, 3<sup>rd</sup> Municipal District, 2121 Euclid Avenue, Room 238, Rolling Meadows, Illinois,

Pick up daily Monday through Friday between 9:00 A.M and 4:00 P.M.

Deliver to:

Richard J. Daley Center, Cook County Clerk's Office, Vital Records, 50 W. Washington, Concourse Level, Room CL25, Chicago, Illinois 60602 the business day immediately following armored car pick-up, between 8:30 A.M. and 10:00 A.M.

**Item No. 26**

Cook County Clerk's Office, 4<sup>th</sup> Municipal District, 1311 Maybrook Square, Whitcomb Building, Room 109, Maywood, Illinois, 60153,

Pick up daily Monday through Friday between 9:00 A.M. and 4:00 P.M.

Deliver to:

Richard J. Daley Center, Cook County Clerk's Office, Vital Records, 50 W. Washington, Concourse Level, Room CL25, Chicago, Illinois 60602 the business day immediately following armored car pick-up, between 8:30 A.M. and 10:00 A.M.

SPECIFICATIONS FOR COOK COUNTY

**Item No. 27**

Cook County Clerk's Office, 5<sup>th</sup> Municipal District, 10220 S. 76<sup>th</sup> Avenue, Room 238, Bridgeview, Illinois, 60455,

Pick up daily Monday through Friday between 9:00 A.M and 4:00 P.M.

Deliver to:

Richard J. Daley Center, Cook County Clerk's Office, Vital Records, 50 W. Washington, Concourse Level, Room CL25, Chicago, Illinois 60602 the business day immediately following armored car pick-up, between 8:30 A.M. and 10:00 A.M. Pick up.

**Item No. 28**

Cook County Clerk's Office, 6<sup>th</sup> Municipal District, 16501 S. Kedzie Avenue, Room 238, Markham, Illinois, 60426,

Pick up daily Monday through Friday between 9:00 A.M. and 4:00 P.M.

Deliver to:

Richard J. Daley Center, Cook County Clerk's Office, Vital Records, 50 W. Washington, Concourse Level, Room CL25, Chicago, Illinois 60602 the business day immediately following armored car pick-up, between 8:30 A.M. and 10:00 A.M.

**ITEMS NO. 29-30: ARMORED CAR SERVICE FOR COOK COUNTY TREASURER'S OFFICE**

**Item No. 29**

Cook County Treasurer's Office, 118 North Clark Street, Room 112 – Cash Vault, Chicago, Illinois 60602.

Pick-up daily, Monday through Friday, between 4:15 and 4:45 p.m.

Deliver to:

Bank of America, 540 West Madison, 3<sup>rd</sup> Floor, Chicago, Illinois 60661 (**Checks Only**) the next day no later than 3:00 P.M.

Bank of America, 135 South LaSalle Street, Chicago, Illinois 60603 (**Cash Only**) the same day no later than 7:00 P.M.

Bank of America, 135 South LaSalle Street, Chicago, Illinois 60603 (**Cash & Checks**) the same day no later than 7:00 P.M.

Chase Bank, Cash Vault, 40 South Clark Street, Chicago, Illinois 60603 the next day no later than 2:30 P.M.

Chase Bank, 40 South Clark Street, Lower Level 2 (LL2) – Mail Distribution, Chicago, Illinois 60603 the same day no later than 7:00 P.M.

Chase Bank, 40 South Clark Street, Lower Level 2 (LL2) – Proof Department, Chicago, Illinois 60603 the same day no later than 7:00 P.M.

SPECIFICATIONS FOR COOK COUNTY

Amalgamated Trust and Savings Bank, One West Monroe Street, Chicago, Illinois 60603, the next day no later than 11:00 A.M.

Devon Bank, 6445 North Western Avenue, Chicago, Illinois 60645 the next day no later than 5:00 P.M.

Parkway Bank and Trust Company, 4800 North Harlem, Harwood Heights, Illinois 60706 the next day no later than 3:00 P.M.

MB Financial Bank, 1400 Sixteenth Street, Oak Brook, Illinois 60523 the next day no later than 4:00 P.M.

Albany Bank and Trust Company, 3400 West Lawrence Avenue, Chicago, Illinois 60525 the next day no later than 3:00 P.M.

Cook County Treasurer's Office, Cash Vault, 118 North Clark Street, Chicago, Illinois 60602. Periodically coin, currency and/or cash vault supplies may be ordered from any one of the banks listed above. Such orders will be given to the carrier by the bank and must be delivered to the Agency's Cash Vault no later than the next business day.

Locations and corresponding cut-off times subject to change based upon competitive acquisition of banking service contracts.

**Item No. 30**

Cook County Treasurer's Office, 118 North Clark Street, Room 112 – Cash Vault, Chicago, Illinois 60602.

Special Due Date Pick-ups will occur twice annually. "Due dates" shall be communicated to vendor by way of the Treasurer's Office at least two weeks in advance. Vendor shall make two pick-ups on "Due Dates", the first at 12:00 p.m. and the second between 6:30 and 7:00 p.m. Vendor shall deliver all Chase deposits to Chase Bank, 40 South Clark Street, Lower Level 2 (LL2) – Mail Distribution, Chicago, Illinois 60603 the same day, and no later than 8:00 p.m.

**ITEM NO. 31: ARMORED CAR SERVICE FOR COOK COUNTY DEPT. OF ANIMAL CONTROL****Item No. 31**

Cook County Dept. of Animal Control Office, 5<sup>th</sup> Municipal District, 10220 S. 76<sup>th</sup> Avenue, Room 2XX, Bridgeview, Illinois, 60455,

Pick up daily Monday through Friday between 9:00 A.M and 4:00 P.M.

Deliver to:

Richard J. Daley Center, Cook County Clerk's Office, Vital Records, 50 W. Washington, Concourse Level, Room CL25, Chicago, Illinois 60602 the business day immediately following armored car pick-up, between 8:30 A.M. and 10:00 A.M. Pick up.

SPECIFICATIONS FOR COOK COUNTY

**ITEM NO. 32: ARMORED CAR SERVICE FOR COOK COUNTY ADULT PROBATION DEPARTMENT**

**Item No. 32**

Cook County Adult Probation Department, 2650 South California Avenue, Lower Level, Chicago, Illinois, 60608.

Pick up twice weekly, Tuesday and Friday between 9:00 A.M and 4:00 P.M. If pick-up falls on holiday, pick-up Wednesday for Tuesday, and Thursday for Friday

Deliver to:

Highland Bank, 1701 W. 87th Street, Chicago, Illinois 60620 the next day no later than 3:00 P.M.

Vendor shall be on-call for any special pick-up or delivery.

**ITEM NO. 33: ARMORED CAR SERVICE FOR COOK COUNTY SOCIAL SERVICES DEPARTMENT**

**Item No. 33**

Cook County Social Services Department, 2650 South California Avenue, Room No. 901, Chicago, Illinois, 60608.

Pick up twice weekly, Tuesday and Friday between 9:00 A.M and 4:00 P.M. If pick-up falls on holiday, there will be no pick-up required.

Deliver to:

US Bank, 815 West 63<sup>rd</sup> Street, Chicago Illinois 60621

SPECIFICATIONS FOR CITY OF CHICAGO PUBLIC LIBRARIES

**GROUP B – ARMORED CAR SERVICE FOR CITY OF CHICAGO PUBLIC LIBRARIES**

**SCOPE**

The Contractor must provide Armored Car Services for any and/or all Chicago Public Library branches including all supervision, labor, equipment and transportation necessary to pickup and deliver valuables from the Chicago Public Library branches to the bank, as described herein and in accordance with all terms and conditions of this specification.

**INTENT**

The City of Chicago, Chicago Public Library intends to procure Armored Car services which include delivery, pick-up, and secured overnight care (when necessary), custody, and control of various Chicago Public Library valuables including United States paper currency and coin currency, bank checks (made for various payments made to the City of Chicago). The Contractor must make scheduled deliveries and pick-up services at the various Chicago Public Library branches and scheduled times as listed herein.

**TYPE OF VALUABLES TO BE PICK-UP AND DELIVERED**

Unless otherwise specified, the following valuable types must be picked-up and delivered to the City of Chicago designated depository:

“Non-encoded checks” means checks received by the city for payment to be deposited and processed by a City designated depository.

“Paper currency and coin currency (cash)” means monies received by the City for payment to be deposited and processed by a City designated depository.

**CHICAGO PUBLIC LIBRARY BRANCHES SERVICE DAYS**

Unless otherwise specified, Armored Car Services must occur weekly, once a week, Monday through Friday, excluding weekends and any day that is a City of Chicago designated Holiday or a Chicago Public Library non-service day. Vendor shall provide a set price per month for one (1) pick-up a week, per each location. (See proposal pages)

“Same banking day” means the day that valuables are picked-up is the same calendar day that those valuables are delivered to the City of Chicago designated depository.

“Next banking day” means that the valuables pick-up on one day are held-over by the Contractor in a secure location until the next available day that the City’s designated depository is open to accept the City’s delivery. For example: if valuables are pick-up on a Friday and are to be delivered the next banking day, and the city’s designated depository is open on a Saturday but cannot accept the City’s delivery until the following Monday, then Monday is the next banking day. If valuables are picked-up on a Friday and are to be delivered the next banking day, and the city’s designated depository is open on Saturday, but cannot accept the City’s delivery until the following Tuesday because Monday is a banking holiday, then Tuesday would be the next banking day.

In case of emergency closure due to weather conditions, renovation, or any logistic or operational issues, the relevant District Manager will notify the Contractor. Conversely, the Contractor must notify the relevant District Manager in the event the Contractor does not make a pick-up and/or a delivery of valuables at the required time and place. The current District Manager Contacts are as follows:

Andrea Telli Central District Chief: (312) 747-4214	Paula Saitis North District Chief: (312) 744-1993	Roberta Webb South District Chief (312) 747-0171
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The branches covered under each district are shown in Attachment B.

SPECIFICATIONS FOR CITY OF CHICAGO PUBLIC LIBRARIES

**DESIGNATED DEPOSITORY BANKS**

For the purpose of this specification, there is currently one (1) City of Chicago, Chicago Public Library designated depository bank that processes the library's cash and/or checks for deposit into City of Chicago approved treasury accounts.

The address of the depository bank is as follows:

Chase Bank, Commercial Cash Services  
 10 South Dearborn  
 Chicago, IL 60603

**CHICAGO PUBLIC LIBRARY REQUIREMENTS**

The Chicago Public Library has various branch locations which require armored car pick-up and delivery services once a week on a weekly basis. (See proposal pages).

Seventy five (75) Chicago Public Library locations require Armored Car Services.

Four (4) Chicago Public Library locations currently under construction will open in 2011 and will require Armored Car Services. More branches may open beyond 2011. The Chicago Public Library will notify the Contractor in advance of the anticipated date Armored Car Services will be required. The locations are:

Greater Grand Crossing  
 1000 East 73<sup>rd</sup> Street  
 Chicago, IL 60619

Dunning  
 7455 West Cornelia  
 Chicago, IL 60634

Richard M. Daley  
 733 N. Kedzie Ave.  
 Chicago, IL 60612

Little Village  
 2311 South Kedzie  
 Chicago, IL 60623

The addresses, map, locations and hours of the seven-nine (79) branches are shown in Attachment B.

The Harold Washington Library Center, 400 South State Street, does not require Armored Car Services.

More branches may open beyond 2011. The Chicago Public Library will notify the Contractor in advance of the anticipated date Armored Car Services will be required.

For each of the Chicago Public Library branch locations, the following applies:

Pick-up time approximately:	During business hours as reflected in Attachment B, however no later than 5:00 p.m.
Frequency:	Once per week, Monday through Friday.
Type of valuables:	Checks, paper currency and coins
Deliver non-encoded checks:	Next banking day by 9:00 a.m., to Chase Bank, 10 South Dearborn
Deliver paper currency and coin currency (cash):	Next banking day by 9:00 a.m., to Chase Bank, 10 South Dearborn
Deliver non-cash documents:	Not Applicable

SPECIFICATIONS FOR CITY OF CHICAGO PUBLIC LIBRARIES**PROPOSAL PRICING**

Items 1-79: The bidder must quote a monthly fee for Armored Car Service pick-up, once a week for each library branch.

**UNSPECIFIED SERVICES**

In the instance Chicago Public Library requires the addition of services not specifically listed herein, such services may be added to this contract if they fall within the same category of services specified. The lifetime usage of the item added to the contract must not exceed ten percent (10%) of the total contract value. Changing an existing branch's address or location will not count as an addition.

The Department will notify the Contractor in writing of the services and/or locations which are necessary and request a written price proposal for the addition of services to this contract by modification, then forward the documents to the Chief Procurement Officer. Such services may be added to the contract only if the prices are competitive with current market prices and said services are approved by the Chief Procurement Officer in the form of a written modification signed by the Contractor and the City. The Chief Procurement Officer reserves the right to seek competitive pricing information on said services from other suppliers and to procure such services in a manner which serves the best interest of the City.

Any such services delivered by the Contractor, without a properly executed contract modification signed by the Chief Procurement Officer, are delivered entirely at the Contractor's risk. Consequently, in the event that such modification is not executed by the City, the Contractor hereby releases the City from any liability whatsoever to pay for any services delivered prior to the Contractor's receipt of the fully signed modification.

**TRANSACTION HISTORY REPORTS**

The Contractor must provide an electronic pick-up and delivery ("transaction") history report. Transaction history reports must be available on-line. Each report must, at a minimum, indicate the Contractor's personnel performing the armored car services, the time, dates, value, types of valuables, quantity of bags and envelopes involved, and comments for each instance when a pick-up or delivery, or both, were not met on time in accordance with the Chicago Public Library branches schedules.

In the event of a discrepancy between the Chicago Public Library records and the Contractor's tracking history, the Contractor will have fifteen (15) calendar days to provide the Chicago Public Library with supporting documentation to resolve any discrepancy.

**PERFORMANCE CREDIT FOR FAILURE TO REASONABLY DELIVER ON TIME**

Notwithstanding any other remedies that the City may elect to pursue, in the event Contractor cannot or does not make a pick-up and/or delivery of valuables at the required time and place, and when such cause for delay was not due to City personnel, or was not caused by an act of God, then, after the cause for the missed delivery is determined, and notwithstanding any other remedies that the City may pursue, a "performance credit" may be charged against the Contractor by deducting this amount from any outstanding payment due to the Contractor for any week's billing period in the amount of no more than one hundred (\$100) per occurrence, with a maximum amount not to exceed one thousand dollars (\$1,000.00) per week.

Furthermore, the Contractor must immediately report to the Chicago Public Library's authorized representative (and leave a voice mail message or email if necessary) describing the service failure incident and the cause of the failure. If a voice mail message must be left with the authorized representative from the Chicago Public Library, then the next business day the Contractor must immediately notify the Chicago Public Library's authorized representative or his/her designee in writing of the service failure incident.

SPECIFICATIONS FOR CITY OF CHICAGO PUBLIC LIBRARIES**NON-ROUTINE ON-ROUTE PICK-UP AND NEXT-DAY DELIVERY REQUESTS**

In the event an extra pick-up day with **next banking day delivery** should be **required** at any existing site indicated under this Contract, then each such extra pick-up must be charged on a per "each" basis and billed to the Chicago Public Library (referencing this line item on the invoice). For example: if the Chicago Public Library routinely requires pick-ups on Tuesdays, but request that an extra pick-up be made on a Friday ( non-routine pick-up day at a routine pick-up site), then (a) the Chicago Public Library must first provide the Contractor with a least twenty-four (24) hours notice prior to the day the extra pick-up is required, and (b) the Contractor must perform the extra pick-up service on the required day and deliver the valuables the next banking day to the designated depository, and (c) the Contractor will charge the Chicago Public Library for this instance based on the Contract Unit Price set forth this service.

**EXCEPTIONS**

Any deviations from these specifications must be noted on the Proposal Page or pages attached thereto, with the exact nature of the change outlined in sufficient detail. The reason for which deviations were made should also follow if not self-explanatory. Failure of a bidder to comply with the terms of this paragraph may be cause for rejection.

The City reserves the right to disqualify bids which do not completely meet outlined specifications. The impact of exceptions to the specification will be evaluated by the City in determining its need.

**CHICAGO BUSINESS PREFERENCE**

For purposes of this provision, a "Chicago Business" is an entity which: (1) has meaningful, day-to-day business operations at a location(s) within the corporate limits of the City of Chicago; (2) reports to the Internal Revenue Service such location(s) as the place(s) of employment for the majority of its regular, full-time work force; (3) holds appropriate City of Chicago business license(s) (if such license(s) are required for the business); and (4) is subject to applicable City of Chicago taxes. City of Chicago taxes include, but are not limited to, employer's expense tax pursuant to Section 3-20-030 of the Municipal Code (if the business has fifty or more employees). Any entity desiring the Chicago Business designation must submit, at the time of bid, a completed, signed and notarized Affidavit of Chicago Business in the form that is included in this bid document as Section 13 ("Affidavit"). Failure to submit a properly completed Affidavit at the time of bid will result in the entity not being considered for the Chicago Business designation. The Chief Procurement Officer reserves the right to investigate and verify any information submitted in an Affidavit but is under no obligation to do so. The Chief Procurement Officer's determination as to whether an entity qualifies for designation as a Chicago Business shall be final.

If a bidder is a joint venture, partnership or other business combination consisting of more than one entity (collectively, "joint venture"), and all entities comprising the joint venture (collectively, "members") are designated Chicago Businesses in accordance with the above paragraph, the joint venture will be deemed to be a Chicago Business. Where not all joint venture members are Chicago Businesses, such joint venture will be considered a Chicago Business only if Chicago Business members hold at least a fifty percent (50%) interest in the joint venture. Chicago Business members have a fifty percent (50%) interest in the joint venture only if the Chicago Business member(s) directly hold(s) a fifty percent ownership interest in the joint venture and either: (A) the Chicago Business member(s) directly employ(s) fifty percent or more of the workforce performing the duties that the joint venture will self-perform, including but not limited to management of the joint venture itself, or (B) the Chicago Business member(s), as direct subcontractor(s) to the joint venture, perform(s) work or services equal to fifty percent or more of the amount of the bid. Joint venture bidders whose members are NOT all Chicago Businesses must submit with their bids a copy of the signed joint venture agreement, copies any subcontracts with the Chicago Business members, and such other information as they deem relevant and necessary to establish their eligibility for the Chicago Business designation in accordance with this paragraph. Failure to submit such information at the time of bid will result in the joint venture not being considered for the Chicago Business designation. The Chief Procurement Officer reserves the right to investigate and verify any information submitted by a joint venture bidder but is under no obligation to do so. The Chief Procurement Officer's determination as to whether a joint venture qualifies for designation as a Chicago Business shall be final.

SPECIFICATIONS FOR CITY OF CHICAGO PUBLIC LIBRARIES

In the event that there are bids both from Chicago Businesses and bidders that are not Chicago Businesses, the Chief Procurement Officer will accept the lowest bid price or lowest evaluated bid price, as applicable, from a responsive and responsible bidder that is a Chicago Business, provided that such bid price does not exceed by more than two percent (2%) the lowest bid price or lowest evaluated bid price, as applicable, from a responsive and responsible bidder that is not a Chicago Business.

**PARTICIPATION BY OTHER LOCAL GOVERNMENT AGENCIES**

Any contract pursuant to these specifications will be in accordance with all ordinances and/or resolutions concerning cooperative governmental purchasing under joint purchase agreement approved by the City Council (Journal of Proceedings, City Council, Chicago April 20, 1964, page 2589-2590, by the Cook County Board of Commissioners on April 9, 1965).

Other local government agencies may be eligible to participate in this agreement pursuant to the terms and conditions of this Contract if such agencies are authorized, by law or their governing bodies, to execute such purchases, and if such authorization is allowed by the City of Chicago's Chief Procurement Officer, and if such purchases have no net adverse effect on the City of Chicago, and result in no diminished services from the Bidder to the City's user departments pursuant to such purchases. Examples of such Local Government Agencies are: Board of Education, Chicago Park District, City Colleges of Chicago, Chicago Transit Authority, Chicago Housing Authority, Chicago Board of Elections, Metropolitan Pier and Exposition Authority (McCormick Place, Navy Pier), and the Municipal Courts. Said purchases will be made upon the issuance of a purchase order directly from the Local Government Agency. The City will not be responsible for payment of any amounts owed by any other Local Government Agencies, and will have no liability for the acts or omissions of any other Local Government Agency.

**PURCHASE ORDER RELEASES**

Requests for Armored Car Services in the form of Purchase Order Releases will be issued by the Chicago Public Library and sent to the Contractor to be applied against the contract. The Contractor must not honor any order(s) or make any deliveries of Armored Car Services without receipt of a Purchase Order Release issued by the City of Chicago. Any Armored Car Services provided by the Contractor without a Purchase Order Release, is made at the Contractor's risk. Consequently, in the event such Purchase Order Release is not provided by the City, the Contractor releases the City from any liability whatsoever to pay for any Armored Car Services provided without said Purchase Order Release.

Purchase Order Releases will indicate quantities ordered for each line item, unit/total cost, shipping address, delivery date, fund chargeable information, and other pertinent instructions regarding delivery.

**ELECTRONIC ORDERING AND INVOICES**

The Contractor will cooperate in good faith with the City in implementing electronic ordering and invoicing, including but not limited to, purchase orders, releases and invoices. Contractor will accept electronic purchase orders and releases upon request of the Chief Procurement Officer. Contractor will provide the City electronic copies of invoices and other electronic documents upon request. The electronic ordering and invoice documents will be in a format specified by the City and transmitted by an electronic means specified by the City. Such electronic means may include, but are not limited to, disks, e-mail, EDI, FTP, web sites, and third party electronic services. The Chief Procurement Officer reserves the right to change the document format and/or the means of transmission upon written notice to the Contractor. Contractor will ensure that the essential information, as determined by the Chief Procurement Officer, in the electronic document, corresponds to that information submitted by the Contractor in its paper documents. The electronic documents will be in addition to paper documents required by this Contract, however, by written notice to the Contractor, the Chief Procurement Officer may deem any or all of the electronic ordering and invoice documents the official documents and/or eliminate the requirement for paper ordering and invoice documents.

SPECIFICATIONS FOR CITY OF CHICAGO PUBLIC LIBRARIES**INVOICES**

This contract is subject to Centralized Invoice Processing ("CIP"). Invoices must be submitted directly to the Comptroller's office by US Postal Service mail to the following address:

**INVOICES**

City of Chicago, Office of the City Comptroller  
33 N. LaSalle St., Room 700  
Chicago, IL 60602

**OR**

Via email to: [INVOICES@cityofchicago.org](mailto:INVOICES@cityofchicago.org) with the word INVOICE in the subject line.

All invoices must be signed, marked "original," and include the following information or payment will be delayed:

- Invoice number and date
- Contract/Purchase Order number
- Blanket Release number (if applicable)
- Vendor name and/or number
- Remittance address
- Name of City Department that ordered the goods or services
- Name and phone number of your contact at the ordering department
- Invoice quantities, commodity codes, description of deliverable(s)
- Amount due
- Receipt number (provided by the ordering department after delivery of goods/services)

Invoice quantities, service description, unit of measure, pricing and/or catalog information must correspond to the terms of the Bid Page(s).

Freight, handling and shipping costs are not to be invoiced; deliveries are to be made F.O.B., City of Chicago. As stated the City of Chicago is exempt from paying State of Illinois sales tax and Federal excise taxes on purchases.

If required, Subcontractor Payment Certification forms must be mailed to the department that ordered the goods or services.

**PAYMENT**

The City will process payment within sixty (60) calendar days after receipt of invoices and Subcontractor Payment Certification forms completed in accordance with the terms herein, and all supporting documentation necessary for the City to verify the Armored Car Services provided under this contract.

The City will not be obligated to pay for any Armored Car Services that was not ordered with a Purchase Order Release or that are non-compliant with the terms and conditions of these specifications. Any equipment, parts and/or services which fail tests and/or inspections are subject to correction, exchange or replacement at the cost of the Contractor.

**CONTRACT EXTENSION OPTION**

This Contract will be in effect for the dates indicated herein for the contract period ("Base Term"). The Chief Procurement Officer may exercise the City's unilateral right to renew this Contract following the expiration of the Base Term for up to one hundred eighty-one (181) Calendar Days for the purpose of providing continuity of supply while procuring a replacement contract subject to acceptable performance by the Contractor and contingent upon the appropriation of sufficient funds for the purchase of the Armored Car Services for the Chicago Public Library provided for in this Contract.

SPECIFICATIONS FOR CITY OF CHICAGO PUBLIC LIBRARIES**MODIFICATIONS AND AMENDMENTS**

No change, amendment or modification of this Agreement, or any part hereof, is valid unless stipulated in writing and signed by the parties hereto, or their respective agents/representatives.

**DEEMED INCLUSION**

Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in the Contract are deemed inserted in the Contract whether or not they appear in the Contract or, upon application by either party, the Contract will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after the Contract is signed prevent its enforcement.

**NON-APPROPRIATION**

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for payments to be made under this contract, then the City will notify the Contractor of that occurrence and this contract shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this contract are exhausted. No payments will be made to the Contractor under this contract beyond those amounts appropriated and budgeted by the City to fund payments under this contract.

**TERMINATION**

The City may terminate this contract or all or any portion of the contract, at any time by a notice in writing from the City to the Contractor. The City will give notice to the Contractor. The effective date of termination will be the date the notice is received by the Contractor or the date stated in the notice, whichever is later. If the City elects to terminate the contract in full, all services to be provided under it must cease and all materials that may have been accumulated in performing this contract whether completed or in the process, must be delivered to the City within ten (10) calendar days after the effective date stated in the notice.

After the notice is received, the Contractor must restrict its activities, and those of its subcontractors to winding down any activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in the Payment clause and as outlined in the Proposal page, but if any compensation is described or provided for on the basis of a period longer than ten (10) calendar days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed services. The payment so made to the Contractor is in full settlement for all services satisfactorily performed under this contract. If Contractor disputes the amount of compensation determined by the City to be due Contractor, then the Contractor must initiate dispute settlement procedures in accordance with the Disputes provision in the General Conditions.

If the City's election to terminate this contract for default pursuant to the Default provision in the General Conditions is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be deemed to be an early termination pursuant to this Termination provision.

PROPOSAL FOR COOK COUNTY

The undersigned declares that they have carefully examined the Proposal Form, General and Special Conditions and Specifications identified as Contract Document Number 11-53-062 for ARMORED CAR SERVICE for CLERK OF THE CIRCUIT COURT OF COOK COUNTY, COOK COUNTY CLERK'S OFFICE, AND THE COOK COUNTY RECORDER OF DEEDS OFFICE as prepared by Cook County and the City of Chicago, and that they have familiarized themselves with all of the conditions under which it must be carried out and understands that by this proposal they waive all right to plead any misunderstanding regarding the same.

ITEM NO.    UNIT OF MEASURE                      QTY.                      DESCRIPTION

**GROUP A – COOK COUNTY**

**FOR CLERK OF THE CIRCUIT COURT**

1.	MONTH	36	ARMORED CAR SERVICE, LOCATION NO. 1, AS PER SPECIFICATIONS HEREIN.
			\$ 264 /MO.
			\$ 9,504 /TOTAL
2.	MONTH	36	ARMORED CAR SERVICE, LOCATION NO. 2, AS PER SPECIFICATIONS HEREIN.
			\$ 312 /MO.
			\$ 11,232 /TOTAL
3.	MONTH	36	ARMORED CAR SERVICE, LOCATION NO. 3, AS PER SPECIFICATIONS HEREIN.
			\$ 51.60 /MO.
			\$ 1,857.60 /TOTAL
4.	MONTH	36	ARMORED CAR SERVICE, LOCATION NO. 4, AS PER SPECIFICATIONS HEREIN.
			\$ 51.60 /MO.
			\$ 1,857.60 /TOTAL
5.	MONTH	36	ARMORED CAR SERVICE, LOCATION NO. 5, AS PER SPECIFICATIONS HEREIN.
			\$ 51.60 /MO.
			\$ 1,857.60 /TOTAL

PROPOSAL FOR COOK COUNTY

6.	MONTH	36	ARMORED CAR SERVICE, LOCATION NO. 6, AS PER SPECIFICATIONS HEREIN.
			<u>\$ 51.60 /MO.</u>
			<u>\$ 1,857.60 /TOTAL</u>
7.	MONTH	36	ARMORED CAR SERVICE, LOCATION NO. 7, AS PER SPECIFICATIONS HEREIN.
			<u>\$ 51.60 /MO.</u>
			<u>\$ 1,857.60 /TOTAL</u>
8.	MONTH	36	ARMORED CAR SERVICE, LOCATION NO. 8, AS PER SPECIFICATIONS HEREIN.
			<u>\$ 108 /MO.</u>
			<u>\$ 3,888 /TOTAL</u>
9.	MONTH	36	ARMORED CAR SERVICE, LOCATION NO. 9, AS PER SPECIFICATIONS HEREIN.
			<u>\$ 264 /MO.</u>
			<u>\$ 9,504 /TOTAL</u>
10.	MONTH	36	ARMORED CAR SERVICE, LOCATION NO. 10, AS PER SPECIFICATIONS HEREIN.
			<u>\$ 264 /MO.</u>
			<u>\$ 9,504 /TOTAL</u>
11.	MONTH	36	ARMORED CAR SERVICE, LOCATION NO. 11, AS PER SPECIFICATIONS HEREIN.
			<u>\$ 264 /MO.</u>
			<u>\$ 9,504 /TOTAL</u>
12.	MONTH	36	ARMORED CAR SERVICE, LOCATION NO. 12, AS PER SPECIFICATIONS HEREIN.
			<u>\$ 264 /MO.</u>
			<u>\$ 9,504 /TOTAL</u>

PROPOSAL FOR COOK COUNTY

13.	MONTH	36	ARMORED CAR SERVICE, LOCATION NO. 13, AS PER SPECIFICATIONS HEREIN.
			\$ 264 _____ /MO.
			\$ 9,504 _____ /TOTAL
14.	MONTH	36	ARMORED CAR SERVICE, LOCATION NO. 14, AS PER SPECIFICATIONS HEREIN.
			\$ 264 _____ /MO.
			\$ 9,504 _____ /TOTAL
15.	MONTH	36	ARMORED CAR SERVICE, LOCATION NO. 15, AS PER SPECIFICATIONS HEREIN.
			\$ 264 _____ /MO.
			\$ 9,504 _____ /TOTAL
16.	MONTH	36	ARMORED CAR SERVICE, LOCATION NO. 16, AS PER SPECIFICATIONS HEREIN.
			\$ 264 _____ /MO.
			\$ 9,504 _____ /TOTAL

FOR RECORDER OF DEEDS OFFICE

17.	MONTH	36	ARMORED CAR SERVICE, LOCATION NO. 17, AS PER SPECIFICATIONS HEREIN.
			\$ 264 _____ /MO.
			\$ 9,504 _____ /TOTAL
18.	MONTH	36	ARMORED CAR SERVICE, LOCATION NO. 18, AS PER SPECIFICATIONS HEREIN.
			\$ 264 _____ /MO.
			\$ 9,504 _____ /TOTAL
19.	MONTH	36	ARMORED CAR SERVICE, LOCATION NO. 19, AS PER SPECIFICATIONS HEREIN.
			\$ 264 _____ /MO.
			\$ 9,504 _____ /TOTAL

PROPOSAL FOR COOK COUNTY

20.	MONTH	36	ARMORED CAR SERVICE, LOCATION NO. 20, AS PER SPECIFICATIONS HEREIN.
			\$ 264 _____ /MO.
			\$ 9,504 _____ /TOTAL
21.	MONTH	36	ARMORED CAR SERVICE, LOCATION NO. 21, AS PER SPECIFICATIONS HEREIN.
			\$ 264 _____ /MO.
			\$ 9,504 _____ /TOTAL
22.	MONTH	36	ARMORED CAR SERVICE, LOCATION NO. 22, AS PER SPECIFICATIONS HEREIN.
			\$ 264 _____ /MO.
			\$ 9,504 _____ /TOTAL

FOR COOK COUNTY CLERK'S OFFICE

23.	MONTH	36	ARMORED CAR SERVICE, LOCATION NO. 23, AS PER SPECIFICATIONS HEREIN.
			\$ 264 _____ /MO.
			\$ 9,504 _____ /TOTAL
24.	MONTH	36	ARMORED CAR SERVICE, LOCATION NO. 24, AS PER SPECIFICATIONS HEREIN.
			\$ 264 _____ /MO.
			\$ 9,504 _____ /TOTAL
25.	MONTH	36	ARMORED CAR SERVICE, LOCATION NO. 25, AS PER SPECIFICATIONS HEREIN.
			\$ 264 _____ /MO.
			\$ 9,504 _____ /TOTAL
26.	MONTH	36	ARMORED CAR SERVICE, LOCATION NO. 26, AS PER SPECIFICATIONS HEREIN.
			\$ 264 _____ /MO.
			\$ 9,504 _____ /TOTAL

PROPOSAL FOR COOK COUNTY

27. MONTH 36 ARMORED CAR SERVICE, LOCATION NO. 27, AS PER SPECIFICATIONS HEREIN.  
 \$ 264 /MO.  
 \$ 9,504 /TOTAL

28. MONTH 36 ARMORED CAR SERVICE, LOCATION NO. 28, AS PER SPECIFICATIONS HEREIN.  
 \$ 264 /MO.  
 \$ 9,504 /TOTAL

FOR COOK COUNTY TREASURER'S OFFICE

29. MONTH 36 ARMORED CAR SERVICE, LOCATION NO. 29, AS PER SPECIFICATIONS HEREIN.  
 \$ 264 /MO.  
 \$ 9,504 /TOTAL

30. PICK-UP 6 SPECIAL ARMORED CAR SERVICE, TWICE A YEAR, LOCATION NO. 30, AS PER SPECIFICATIONS HEREIN.  
 \$ 125 /PICK-UP.  
 \$ 750 /TOTAL

FOR COOK COUNTY DEPT. OF ANIMAL CONTROL

31. MONTH 36 ARMORED CAR SERVICE, LOCATION NO. 34 31, AS PER SPECIFICATIONS HEREIN.  
 \$ 264 /MO.  
 \$ 9,504 /TOTAL

FOR COOK COUNTY ADULT PROBATION DEPARTMENT

32. MONTH 36 ARMORED CAR SERVICE, LOCATION NO. 35 32, AS PER SPECIFICATIONS HEREIN.  
 \$ 108 /MO.  
 \$ 3,888 /TOTAL

PROPOSAL FOR COOK COUNTY

FOR COOK COUNTY SOCIAL SERVICES DEPARTMENT

<u>33.</u>	MONTH	36	ARMORED CAR SERVICE, LOCATION NO. 36 <u>33</u> , AS PER SPECIFICATIONS HEREIN.
			\$ 108 _____ /MO.
			\$ 3,888 _____ /TOTAL

GRAND TOTAL – GROUP A: \$ 251,526

PROPOSAL FOR CITY OF CHICAGO PUBLIC LIBRARIES

<u>ITEM NO.</u>	<u>UNIT OF MEASURE</u>	<u>QTY.</u>	<u>DESCRIPTION</u>
<b><u>GROUP B- CITY OF CHICAGO PUBLIC LIBRARIES</u></b>			
<b><u>CITY OF CHICAGO</u></b>			
1.	MONTH	36	ARMORED CAR SERVICE AT THE ALBANY PARK LIBRARY, 5150 N. KIMBALL AVENUE, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN.
			\$ 51.60 /MONTH
			\$ 1,857.60 /TOTAL
2.	MONTH	36	ARMORED CAR SERVICE AT THE ALTGELD LIBRARY, 13281 S. CORLISS AVE., ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN.
			\$ 51.60 /MONTH
			\$ 1,857.60 /TOTAL
3.	MONTH	36	ARMORED CAR SERVICE AT THE ARCHER HEIGHTS LIBRARY, 5055 S. ARCHER AVENUE, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN.
			\$ 51.60 /MONTH
			\$ 1,857.60 /TOTAL
4.	MONTH	36	ARMORED CAR SERVICE AT THE AUSTIN LIBRARY, 5615 W. RACE AVENUE, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN.
			\$ 51.60 /MONTH
			\$ 1,857.60 /TOTAL
5.	MONTH	36	ARMORED CAR SERVICE AT THE AUSTIN-IRVING LIBRARY, 6100 W. IRVING PARK ROAD, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN.
			\$ 51.60 /MONTH
			\$ 1,857.60 /TOTAL

PROPOSAL FOR CITY OF CHICAGO PUBLIC LIBRARIES

6.	MONTH	36	ARMORED CAR SERVICE AT THE AVALON LIBRARY, 8148 S. STONY ISLAND AVENUE, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN.
			\$ 51.60 /MONTH
			\$ 1,857.60 /TOTAL
7.	MONTH	36	ARMORED CAR SERVICE AT THE BACK OF THE WOODS LIBRARY, 4650 S. DAMEN AVENUE, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN.
			\$ 51.60 /MONTH
			\$ 1,857.60 /TOTAL
8.	MONTH	36	ARMORED CAR SERVICE AT THE BEVERLY LIBRARY, 1962 W. 95TH STREET, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN.
			\$ 51.60 /MONTH
			\$ 1,857.60 /TOTAL
9.	MONTH	36	ARMORED CAR SERVICE AT THE BEZAZIAN LIBRARY, 1226 W. AINSLIE STREET, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN
			\$ 51.60 /MONTH
			\$ 1,857.60 /TOTAL
10.	MONTH	36	ARMORED CAR SERVICE AT THE BLACKSTONE LIBRARY, 4904 S. LAKE PARK AVENUE, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN.
			\$ 51.60 /MONTH
			\$ 1,857.60 /TOTAL
11.	MONTH	36	ARMORED CAR SERVICE AT THE BRAINERD LIBRARY, 1350 W. 89TH STREET, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN
			\$ 51.60 /MONTH
			\$ 1,857.60 /TOTAL

PROPOSAL FOR CITY OF CHICAGO PUBLIC LIBRARIES

12.	MONTH	36	ARMORED CAR SERVICE AT THE BRIGHTON PARK LIBRARY, 4314 S. ARCHER AVENUE, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN.
			\$ 51.60 /MONTH
			\$ 1,857.60 /TOTAL
13.	MONTH	36	ARMORED CAR SERVICE AT THE BUCKTOWN-WICKER PARK LIBRARY, 1701 N. MILWAUKEE AVENUE, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN
			\$ 51.60 /MONTH
			\$ 1,857.60 /TOTAL
14.	MONTH	36	ARMORED CAR SERVICE AT THE BUDLONG WOODS LIBRARY, 5630 N. LINCOLN AVENUE, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN
			\$ 51.60 /MONTH
			\$ 1,857.60 /TOTAL
15.	MONTH	36	ARMORED CAR SERVICE AT THE CANARYVILLE LIBRARY, 642 W. 43 <sup>RD</sup> STREET, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN
			\$ 51.60 /MONTH
			\$ 1,857.60 /TOTAL
16.	MONTH	36	ARMORED CAR SERVICE AT THE CHICAGO BEE LIBRARY, 15647 S. STATE STREET, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN
			\$ 51.60 /MONTH
			\$ 1,857.60 /TOTAL
17.	MONTH	36	ARMORED CAR SERVICE AT THE CHICAGO LAWN LIBRARY, 6120 S. KEDZIE AVENUE, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN
			\$ 51.60 /MONTH
			\$ 1,857.60 /TOTAL

PROPOSAL FOR CITY OF CHICAGO PUBLIC LIBRARIES

18.	MONTH	36	ARMORED CAR SERVICE AT THE CHINATOWN LIBRARY, 2353 S. WENTWORTH AVENUE, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN
			\$ 51.60 /MONTH
			\$ 1,857.60 /TOTAL
19.	MONTH	36	ARMORED CAR SERVICE AT THE CLEARING LIBRARY, 6423 W. 63RD PLACE, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN
			\$ 51.60 /MONTH
			\$ 1,857.60 /TOTAL
20.	MONTH	36	ARMORED CAR SERVICE AT THE COLEMAN LIBRARY, 731 E. 63RD STREET, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN
			\$ 51.60 /MONTH
			\$ 1,857.60 /TOTAL
21.	MONTH	36	ARMORED CAR SERVICE AT THE RICHARD J. DALEY BRIDGEPORT LIBRARY, 3400 S. HALSTED STREET, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN
			\$ 51.60 /MONTH
			\$ 1,857.60 /TOTAL
22.	MONTH	36	ARMORED CAR SERVICE AT THE RICHARD M. DALEY LIBRARY, 733 N. KEDZIE, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN
			\$ 51.60 /MONTH
			\$ 1,857.60 /TOTAL

PROPOSAL FOR CITY OF CHICAGO PUBLIC LIBRARIES

23.	MONTH	36	ARMORED CAR SERVICE AT THE DOUGLASS LIBRARY, 3353 W. 13TH STREET, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN.
			\$ 51.60 /MONTH
			<u>\$ 1,857.60 /TOTAL</u>
24.	MONTH	36	ARMORED CAR SERVICE AT THE DUNNING LIBRARY, 7455 W. CORNELIA AVENUE, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN
			\$ 51.60 /MONTH
			<u>\$ 1,857.60 /TOTAL</u>
25.	MONTH	36	ARMORED CAR SERVICE AT THE EDGEBROOK LIBRARY, 5331 W. DEVON AVENUE, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN.
			\$ 51.60 /MONTH
			<u>\$ 1,857.60 /TOTAL</u>
26.	MONTH	36	ARMORED CAR SERVICE AT THE EDGEWATER LIBRARY, 1210 W. ELMDALE AVENUE, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN
			\$ 51.60 /MONTH
			<u>\$ 1,857.60 /TOTAL</u>
27.	MONTH	36	ARMORED CAR SERVICE AT THE GAGE PARK LIBRARY, 2807 W. 55TH STREET, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN
			\$ 51.60 /MONTH
			<u>\$ 1,857.60 /TOTAL</u>
28.	MONTH	36	ARMORED CAR SERVICE AT THE GALEWOOD-MONT CLARE LIBRARY, 6871 W. BELDEN AVENUE, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN
			\$ 51.60 /MONTH
			<u>\$ 1,857.60 /TOTAL</u>

PROPOSAL FOR CITY OF CHICAGO PUBLIC LIBRARIES

29.	MONTH	36	ARMORED CAR SERVICE AT THE GARFIELD RIDGE LIBRARY, 6348 S. ARCHER AVENUE, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN
			\$ 51.60 /MONTH
			\$ 1,857.60 /TOTAL
30.	MONTH	36	ARMORED CAR SERVICE AT THE GREATER GRAND CROSSING LIBRARY, 1000 EAST 73RD STREET, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN
			\$ 51.60 /MONTH
			\$ 1,857.60 /TOTAL
31.	MONTH	36	ARMORED CAR SERVICE AT THE HALL LIBRARY, 4801 S. MICHIGAN AVENUE, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN.
			\$ 51.60 /MONTH
			\$ 1,857.60 /TOTAL
32.	MONTH	36	ARMORED CAR SERVICE AT THE HEGEWISCH LIBRARY, 3048 E. 130 <sup>TH</sup> STREET, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN
			\$ 51.60 /MONTH
			\$ 1,857.60 /TOTAL
33.	MONTH	36	ARMORED CAR SERVICE AT THE HUMBOLDT PARK LIBRARY, 1605 N. TROY STREET, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN
			\$ 51.60 /MONTH
			\$ 1,857.60 /TOTAL
34.	MONTH	36	ARMORED CAR SERVICE AT THE INDEPENDENCE LIBRARY, 3548 W. IRVING PARK ROAD, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN
			\$ 51.60 /MONTH
			\$ 1,857.60 /TOTAL

PROPOSAL FOR CITY OF CHICAGO PUBLIC LIBRARIES

35.	MONTH	36	ARMORED CAR SERVICE AT THE JEFFERSON PARK LIBRARY, 51563 W. LAWRENCE AVENUE, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN.
			<u>\$ 51.60 /MONTH</u>
			<u>\$ 1,857.60 /TOTAL</u>
36.	MONTH	36	ARMORED CAR SERVICE AT THE JEFFERY MANOR LIBRARY, 2401 E. 100TH STREET, ONCE A WEEK PICKUP SERVICE, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN
			<u>\$ 51.60 /MONTH</u>
			<u>\$ 1,857.60 /TOTAL</u>
37.	MONTH	36	ARMORED CAR SERVICE AT THE KELLY LIBRARY, 6151 S. NORMAL BOULEVARD, ONCE A WEEK PICKUP SERVICE, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN
			<u>\$ 51.60 /MONTH</u>
			<u>\$ 1,857.60 /TOTAL</u>
38.	MONTH	36	ARMORED CAR SERVICE AT THE KING LIBRARY, 34156 S. KING DRIVE, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN
			<u>\$ 51.60 /MONTH</u>
			<u>\$ 1,857.60 /TOTAL</u>
39.	MONTH	36	ARMORED CAR SERVICE AT THE LEGLER LIBRARY, 115 S. PULASKI ROAD, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN
			<u>\$ 51.60 /MONTH</u>
			<u>\$ 1,857.60 /TOTAL</u>

PROPOSAL FOR CITY OF CHICAGO PUBLIC LIBRARIES

40.	MONTH	36	ARMORED CAR SERVICE AT THE LINCOLN BELMONT LIBRARY, 1659 W. MELROSE STREET, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN.
			<u>\$ 51.60 /MONTH</u>
			<u>\$ 1,857.60 /TOTAL</u>
41.	MONTH	36	ARMORED CAR SERVICE AT THE LINCOLN PARK LIBRARY, 1150 W. FULLERTON AVENUE, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN
			<u>\$ 51.60 /MONTH</u>
			<u>\$ 1,857.60 /TOTAL</u>
42.	MONTH	36	ARMORED CAR SERVICE AT THE LITTLE VILLAGE LIBRARY, 2311 S. KEDZIE AVE., AVENUE, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN
			<u>\$ 51.60 /MONTH</u>
			<u>\$ 1,857.60 /TOTAL</u>
43.	MONTH	36	ARMORED CAR SERVICE AT THE LOGAN SQUARE LIBRARY, 3030 W. FULLERTON AVENUE, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN
			<u>\$ 51.60 /MONTH</u>
			<u>\$ 1,857.60 /TOTAL</u>
44.	MONTH	36	ARMORED CAR SERVICE AT THE LOZANO LIBRARY, 1805 S. LOOMIS STREET, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN
			<u>\$ 51.60 /MONTH</u>
			<u>\$ 1,857.60 /TOTAL</u>
45.	MONTH	36	ARMORED CAR SERVICE AT THE MANNING LIBRARY, 6 S. HOYNE AVENUE, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN.
			<u>\$ 51.60 /MONTH</u>
			<u>\$ 1,857.60 /TOTAL</u>

PROPOSAL FOR CITY OF CHICAGO PUBLIC LIBRARIES

46.	MONTH	36	ARMORED CAR SERVICE AT THE MAYFAIR LIBRARY, 4400 W. LAWRENCE AVENUE, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN
			<u>\$ 51.60 /MONTH</u>
			<u>\$ 1,857.60 /TOTAL</u>
47.	MONTH	36	ARMORED CAR SERVICE AT THE MCKINLEY PARK LIBRARY, 1915 W. 35TH STREET, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN
			<u>\$ 51.60 /MONTH</u>
			<u>\$ 1,857.60 /TOTAL</u>
48.	MONTH	36	ARMORED CAR SERVICE AT THE MERLO LIBRARY, 644 W. BELMONT AVENUE, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN
			<u>\$ 51.60 /MONTH</u>
			<u>\$ 1,857.60 /TOTAL</u>
49.	MONTH	36	ARMORED CAR SERVICE AT THE MOUNT GREENWOOD LIBRARY, 11010 S. KEDZIE AVENUE, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN
			<u>\$ 51.60 /MONTH</u>
			<u>\$ 1,857.60 /TOTAL</u>
50.	MONTH	36	ARMORED CAR SERVICE AT THE NEAR NORTH LIBRARY, 310 W. DIVISION STREET, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN
			<u>\$ 51.60 /MONTH</u>
			<u>\$ 1,857.60 /TOTAL</u>
51.	MONTH	36	ARMORED CAR SERVICE AT THE NORTH AUSTIN LIBRARY, 5724 W. NORTH AVENUE, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN
			<u>\$ 51.60 /MONTH</u>
			<u>\$ 1,857.60 /TOTAL</u>

PROPOSAL FOR CITY OF CHICAGO PUBLIC LIBRARIES

52.	MONTH	36	ARMORED CAR SERVICE AT THE NORTH PULASKI LIBRARY, 4300 W. NORTH AVENUE, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN
			\$ 51.60 /MONTH
			\$ 1,857.60 /TOTAL
53.	MONTH	36	ARMORED CAR SERVICE AT THE NORTHTOWN LIBRARY, 6435 N. CALIFORNIA AVENUE, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN.
			\$ 51.60 /MONTH
			\$ 1,857.60 /TOTAL
54.	MONTH	36	ARMORED CAR SERVICE AT THE ORIOLE PARK LIBRARY, 7454 W. BALMORAL AVENUE, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN.
			\$ 51.60 /MONTH
			\$ 1,857.60 /TOTAL
55.	MONTH	36	ARMORED CAR SERVICE AT THE PORTAGE-CRAGIN LIBRARY, 5108 W. BELMONT AVENUE, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN
			\$ 51.60 /MONTH
			\$ 1,857.60 /TOTAL
56.	MONTH	36	ARMORED CAR SERVICE AT THE PULLMAN LIBRARY, 11001 S. INDIANA AVENUE, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN
			\$ 51.60 /MONTH
			\$ 1,857.60 /TOTAL
57.	MONTH	36	ARMORED CAR SERVICE AT THE RODEN LIBRARY, 6083 N. NORTHWEST HIGHWAY, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN
			\$ 51.60 /MONTH
			\$ 1,857.60 /TOTAL

PROPOSAL FOR CITY OF CHICAGO PUBLIC LIBRARIES

58.	MONTH	36	ARMORED CAR SERVICE AT THE ROGERS PARK LIBRARY, 6907 N. CLARK STREET, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN
			<u>\$ 51.60 /MONTH</u>
			<u>\$ 1,857.60 /TOTAL</u>
59.	MONTH	36	ARMORED CAR SERVICE AT THE ROOSEVELT LIBRARY, 1101 W. TAYLOR STREET, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN.
			<u>\$ 51.60 /MONTH</u>
			<u>\$ 1,857.60 /TOTAL</u>
60.	MONTH	36	ARMORED CAR SERVICE AT THE SCOTTSDALE LIBRARY, 4101 W. 79 <sup>TH</sup> STREET, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN
			<u>\$ 51.60 /MONTH</u>
			<u>\$ 1,857.60 /TOTAL</u>
61.	MONTH	36	ARMORED CAR SERVICE AT THE SHERMAN PARK LIBRARY, 5440 S. RACINE AVENUE, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN
			<u>\$ 51.60 /MONTH</u>
			<u>\$ 1,857.60 /TOTAL</u>
62.	MONTH	36	ARMORED CAR SERVICE AT THE SOUTH CHICAGO LIBRARY, 9055 S. HOUSTON AVENUE, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN
			<u>\$ 51.60 /MONTH</u>
			<u>\$ 1,857.60 /TOTAL</u>
63.	MONTH	36	ARMORED CAR SERVICE AT THE SOUTH SHORE LIBRARY, 2505 E. 73RD STREET, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN
			<u>\$ 51.60 /MONTH</u>
			<u>\$ 1,857.60 /TOTAL</u>

PROPOSAL FOR CITY OF CHICAGO PUBLIC LIBRARIES

64.	MONTH	36	ARMORED CAR SERVICE AT THE SULZER REGIONAL LIBRARY, 4455 N. LINCOLN AVENUE, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN
			<u>\$ 51.60 /MONTH</u>
			<u>\$ 1,857.60 /TOTAL</u>
65.	MONTH	36	ARMORED CAR SERVICE AT THE THURGOOD MARSHALL LIBRARY, 7506 S. RACINE AVENUE, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN
			<u>\$ 51.60 /MONTH</u>
			<u>\$ 1,857.60 /TOTAL</u>
66.	MONTH	36	ARMORED CAR SERVICE AT THE TOMAN LIBRARY, 2708 S. PULASKI ROAD, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN
			<u>\$ 51.60 /MONTH</u>
			<u>\$ 1,857.60 /TOTAL</u>
67.	MONTH	36	ARMORED CAR SERVICE AT THE UPTOWN LIBRARY, 929 W. BUENA AVENUE, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN
			<u>\$ 51.60 /MONTH</u>
			<u>\$ 1,857.60 /TOTAL</u>
68.	MONTH	36	ARMORED CAR SERVICE AT THE VODAK-EAST SIDE LIBRARY, 3710 E. 106TH STREET, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN
			<u>\$ 51.60 /MONTH</u>
			<u>\$ 1,857.60 /TOTAL</u>
69.	MONTH	36	ARMORED CAR SERVICE AT THE WALKER LIBRARY, 11071 S. HOYNE AVENUE, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN
			<u>\$ 51.60 /MONTH</u>
			<u>\$ 1,857.60 /TOTAL</u>

PROPOSAL FOR CITY OF CHICAGO PUBLIC LIBRARIES

70.	MONTH	36	ARMORED CAR SERVICE AT THE WATER WORKS LIBRARY, 163 E. PEARSON STREET, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN
			<u>\$ 51.60</u> /MONTH
			<u>\$ 1,857.60</u> /TOTAL
71.	MONTH	36	ARMORED CAR SERVICE AT THE WEST BELMONT LIBRARY, 3104 N. NARRAGANSETT AVENUE, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN
			<u>\$ 51.60</u> /MONTH
			<u>\$ 1,857.60</u> /TOTAL
72.	MONTH	36	ARMORED CAR SERVICE AT THE WEST CHICAGO AVENUE LIBRARY, 4856 W. CHICAGO AVENUE, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN
			<u>\$ 51.60</u> /MONTH
			<u>\$ 1,857.60</u> /TOTAL
73.	MONTH	36	ARMORED CAR SERVICE AT THE WEST ENGLEWOOD LIBRARY, 1745 W. 63 <sup>RD</sup> STREET, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN
			<u>\$ 51.60</u> /MONTH
			<u>\$ 1,857.60</u> /TOTAL
74.	MONTH	36	ARMORED CAR SERVICE AT THE WEST LAWN LIBRARY, 4020 W. 63 <sup>RD</sup> STREET, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN
			<u>\$ 51.60</u> /MONTH
			<u>\$ 1,857.60</u> /TOTAL

PROPOSAL FOR CITY OF CHICAGO PUBLIC LIBRARIES

75.	MONTH	36	ARMORED CAR SERVICE AT THE WEST PULLMAN LIBRARY, 830 W. 119TH STREET, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN
			\$ 51.60 / MONTH
			<u>\$ 1,857.60 /TOTAL</u>
76.	MONTH	36	ARMORED CAR SERVICE AT THE WEST TOWN LIBRARY, 1625 W. CHICAGO AVENUE, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN
			\$ 51.60 / MONTH
			<u>\$ 1,857.60 /TOTAL</u>
77.	MONTH	36	ARMORED CAR SERVICE AT THE WHITNEY M. YOUNG LIBRARY, 7901 S. KING DRIVE, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN
			\$ 51.60 / MONTH
			<u>\$ 1,857.60 /TOTAL</u>
78.	MONTH	36	ARMORED CAR SERVICE AT THE WOODSON REGIONAL LIBRARY, 9525 S. HALSTED STREET, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN
			\$ 51.60 / MONTH
			<u>\$ 1,857.60 /TOTAL</u>
79.	MONTH	36	ARMORED CAR SERVICE AT THE WRIGHTWOOD-ASHBURN LIBRARY, 8530 S. KEDZIE AVENUE, ONCE A WEEK PICKUP SERVICE, AS PER SPECIFICATIONS HEREIN
			\$ 51.60 / MONTH
			<u>\$ 1,857.60 /TOTAL</u>

**GRAND TOTAL – GROUP B: \$ 146,750.40**



## **PRICING DATA SHEET**

Dunbar's pricing assumes checks are covered for reconstruction purposes only. That is the agency will cooperate to the best of its ability to identify the maker and amount of each check in the event it is lost or stolen and to obtain a replacement check.

Dunbar's pricing does not include supplying tamper evident bank bags. Security bags are available for purchase from Dunbar BankPak at 800-766-9145.

Due to the nature of our business armored car routes are subject to change for a variety of reasons including but not limited to traffic and weather conditions as well as road and security issues

Dunbar's pricing assumes that any penalties levied, including loss of interest, do not apply during any investigative and/or claim period(s).

TONI PRECKWINKLE  
PRESIDENT



118 N. CLARK STREET  
ROOM 1018  
CHICAGO, ILLINOIS 60602  
TEL: 312-603-5370  
FAX: 312-603-3179

MARIA de LOURDES COSS  
PURCHASING AGENT

ADDENDUM NO. 1

DATE: AUGUST 22, 2011

ARMORED CAR SERVICE  
FOR  
VARIOUS COOK COUNTY FACILITIES  
AND CITY OF CHICAGO PUBLIC LIBRARIES

CONTRACT NO. 11-53-062

TO: ALL BIDDERS OF RECORD

SUMMARY – GENERAL

A. General:

This addendum revises bid documents. This addendum is issued to bidders of record prior to execution of contract, and forms a part of contract documents and modifies previously issued documents. Insofar as previously issued contract documents are inconsistent with modifications indicated by this addendum, modifications indicated by this addendum shall govern. Where any part of the contract documents are modified by this addendum, all unaltered provisions shall remain in effect.

B. Bid Form:

Acknowledge receipt of this addendum in space provided on bid form on the proposal pages. Failure to do so will subject bidder to disqualification.

C. Attachments:

The addendum includes attachments described in this addendum. One copy of each attachment is issued with this addendum, unless otherwise indicated. Check receipt of attachments issued with this addendum.

D. Filing:

Insert attachments in respective contract document in correct sequence and location. Revise specification contents to reflect modifications of the addendum, as applicable.

**Contract Document Number 11-53-062 - Addendum No. 1**  
**Page Two**

E. Replace the following pages:

**Bid Envelope**

Change From: Discard Bid Envelope that was part of the downloaded document .

Change To: Bidder shall use the attached Bid Envelope when submitting their bid.

**Specifications Page S-1**

Change From: Remove Specifications Page S-1.

Change To: Insert Attached Specifications Page S-1A.

F. Below are answers to potential bidder's questions:

Question: In the Specification for Cook County, Item No. 2, on Page S-3, how many pick-up points are included as part of Item 2?

Answer: **Item No. 2 has one pick-up point. The pick –up point is Cook County Department of Corrections Division 5 Bond Office, 2700 South California Ave., 1<sup>st</sup> Floor, Chicago Illinois.**

Question: In the Specification for Cook County, the specifications state that delivery to Amalgamated should be between 6:00 and 7:00 p.m. Can the Carrier deliver earlier?

Answer: **The Carrier can deliver to Amalgamated Bank earlier, but the Pick-up times at the County locations shall remain as stated in the bid.**

Question: In the Specification for Chicago Public Library Requirements on Page S-14. Can the Carrier suggest the day of the week for service for each library? If not, can you provide the preferred day of service for each location?

Answer: **The Carrier may pick up any day, Monday through Friday. The Chicago Public Library does not have a preferred day.**

Question: What is the average value of a pick up at the Library?

Answer: **A branch weekly collection would not exceed \$5,000.00 and most locations would be of significantly lesser value.**

Question: Will the libraries be putting non-encoded checks in a separate bag from the paper currency and coin or currency?

**Answer: No there will only one (1) bag per location. All valuables as described in the City of Chicago specifications will be put into one (1) bag.**

Question: In Attachment C, COOK COUNTY INSTRUCTIONS TO BIDDERS, GENERAL CONDITIONS, & ECONOMIC DISCLOSURE STATEMENT IB-2, Page IB-1 indicates the Bidder is to prepare one copy of the bid and three execution pages all with original signature. However, the cover page indicates the bid is to be executed in triplicate. Do you require three original signatures?

**Answer: The Bidder can submit one copy of the bid, but must complete the "Execution by a Sole Proprietor", "Execution By a Partnership", or "Execution By a Corporation" signature pages in triplicate. These three pages shall be submitted with original signatures, no photocopies.**

Question: Does a submission include all of the documents listed in SC-19 on page SC-9 or is the respondent required to return multiple copies of the entire bid package?

**Answer: Vendor shall submit one complete document, with the three original signature pages.**

Question: Is a bid bond required for this bid?

**Answer: No, there is no Bid Bond required for this bid.**

Question: Is a Performance Bond required for this bid?

**Answer: No, there is no Performance Bond required for this bid.**

Question: Does the County and/or the Libraries want the Respondent to provide pricing for tamper evident bank bags?

**Answer: No. The Respondent must only provide pricing for the requirements stated in the bid document.**

Question: Please identify the documents that require completion with regard to Section GC-17, Minority and Women Business Enterprises. For example since the MBE/WBE goal is 0% is the respondent still required to provide a utilization plan or a reduction/waiver petition?

Answer: **There is no MBE/WBE requirements for this bid, therefore the vendor is not required to submit a Utilization Plan and/or a Reduction/Waiver Petition.**

Question: In the Cook County EDS Section, Page EDS-2, Section H - Living Wage, does this apply to armored car services?

Answer: **Yes. The Living Wage Ordinance does apply to the Cook County portion of the bid.**

Question: In Group A – Armored Car Service for Cook County, Items 1-23, Page S-1 the specifications read as follows:

*"Should at any time and for any reason, other than delay caused solely by the actions of one of the Agencies or Acts of God, a pick up is made at a time subsequent to that indicated upon request the carrier shall reimburse the Agency for any overtime or compensatory time cost directly related thereto as calculated by that Agency."*

and

*"Should at any time and for any reason other than delay caused solely by the actions of one of the Agencies or Acts of God a delivery is made at a day or time subsequent to that which is referenced in the itemized schedule the carrier shall reimburse the agency for any and all associated charges incurred by the agency as assessed by the receiving bank for remaining open to accept the late delivery and/or any and all loss of interest to the agency as calculated by the agency."*

We would request that these sections be deleted.

Answer: **No, these specifications cannot be deleted, and shall remain part of the bid document.**

**Contract Document Number 11-53-062 - Addendum No. 1**

**Page Four**

**Question:** In Group A – Armored Car Service for Cook County, Items 1-23, Page S-1 – States the carrier must provide proof of insurance coverage in an amount equal to or greater than the maximum In-transit Liability amounts for location serviced by any one of its vehicles, with a deductible no greater than \$15,000.00. Armored car deductibles currently exceed \$15,000. We would request that the \$15,000 limit be waived.

**Answer:** **This specification has been changed. Vendor shall submit their Insurance, as per the requirements in Special Conditions SC-08, Contractor's Insurance.**

**Question:** In Group B – Specifications for City of Chicago Public Libraries, Page S-15 – the specifications read as follows:

*"Notwithstanding any other remedies that the City may elect to pursue in the event contractor cannot or does not make a pick up and/or delivery of valuables at the required time and place and when such cause for delay was not due to city personnel or was not caused by an act of God then after the cause for the missed delivery is determined and notwithstanding any other remedies that the City may pursue a "performance credit" may be charged against the contractor by deducting this amount from any outstanding payment due to the contractor for any week's billing period in the amount of no more than \$100 per occurrence with a maximum amount not to exceed one thousand dollars per week."*

We would request that these sections be deleted.

**Answer:** **No, this Specification will not be deleted, and shall remain part of the bid document.**

**Question:** In Group B – General Conditions, Paragraph 1.44, Default ,the specifications read as follows:

*"All costs and charges incurred by the City together with the cost of completing the work shall be deducted from any moneys due or which may become due on this contract."*

We would request that these sections be deleted.

**Answer:** **No, this General Condition will not be deleted, and shall remain part of the bid document.**

ORIGINATED BY:  
KEVIN CASEY  
SPECIFICATIONS ENGINEER

MARIA de LOURDES COSS  
PURCHASING AGENT  
OF COOK COUNTY

TONI PRECKWINKLE  
PRESIDENT



118 N. CLARK STREET  
ROOM 1018  
CHICAGO, ILLINOIS 60602  
TEL: 312-603-5370  
FAX: 312-603-3179

MARIA de LOURDES COSS  
PURCHASING AGENT

ADDENDUM NO. 2

DATE: AUGUST 30, 2011

ARMORED CAR SERVICE  
FOR  
VARIOUS COOK COUNTY FACILITIES  
AND CITY OF CHICAGO PUBLIC LIBRARIES

CONTRACT NO. 11-53-062

TO: ALL BIDDERS OF RECORD

SUMMARY – GENERAL

- A. General:  
This addendum revises bid documents. This addendum is issued to bidders of record prior to execution of contract, and forms a part of contract documents and modifies previously issued documents. Insofar as previously issued contract documents are inconsistent with modifications indicated by this addendum, modifications indicated by this addendum shall govern. Where any part of the contract documents are modified by this addendum, all unaltered provisions shall remain in effect.
- B. Bid Form:  
Acknowledge receipt of this addendum in space provided on bid form on the proposal pages. Failure to do so will subject bidder to disqualification.
- C. Attachments:  
The addendum includes attachments described in this addendum. One copy of each attachment is issued with this addendum, unless otherwise indicated. Check receipt of attachments issued with this addendum.
- D. Filing:  
Insert attachments in respective contract document in correct sequence and location. Revise specification contents to reflect modifications of the addendum, as applicable.

**Contract Document Number 11-53-062 - Addendum No. 2**  
**Page Two**

E. Replace the following pages:

**Specifications Page S-2**

Change From: Remove Specifications Page S-2.

Change To: Insert Attached Specifications Page S-2A.

ORIGINATED BY:  
KEVIN CASEY  
SPECIFICATIONS ENGINEER

MARIA de LOURDES COSS  
PURCHASING AGENT  
OF COOK COUNTY



118 N. CLARK STREET  
ROOM 1018  
CHICAGO, ILLINOIS 60602  
TEL: 312-603-5370  
FAX: 312-603-3179

ADDENDUM NO. 3

DATE: SEPTEMBER 7, 2011

ARMORED CAR SERVICE  
FOR  
VARIOUS COOK COUNTY FACILITIES  
AND CITY OF CHICAGO PUBLIC LIBRARIES

CONTRACT NO. 11-53-062

TO: ALL BIDDERS OF RECORD

SUMMARY – GENERAL

- A. General:  
This addendum revises bid documents. This addendum is issued to bidders of record prior to execution of contract, and forms a part of contract documents and modifies previously issued documents. Insofar as previously issued contract documents are inconsistent with modifications indicated by this addendum, modifications indicated by this addendum shall govern. Where any part of the contract documents are modified by this addendum, all unaltered provisions shall remain in effect.
- B. Bid Form:  
Acknowledge receipt of this addendum in space provided on bid form on the proposal pages. Failure to do so will subject bidder to disqualification.
- C. Attachments:  
The addendum includes attachments described in this addendum. One copy of each attachment is issued with this addendum, unless otherwise indicated. Check receipt of attachments issued with this addendum.
- D. Filing:  
Insert attachments in respective contract document in correct sequence and location. Revise specification contents to reflect modifications of the addendum, as applicable.

**Contract Document Number 11-53-062 - Addendum No. 3**  
**Page Two**

E. Replace the following pages:

**Proposal Pages P-5 and P-6**

Change From: Remove Proposal Pages P-5 and P-6

Change To: Insert Attached Proposal Pages P-5A and P-6A

ORIGINATED BY:  
KEVIN CASEY  
SPECIFICATIONS ENGINEER

MARIA de LOURDES COSS  
PURCHASING AGENT  
OF COOK COUNTY

PROPOSAL

ADDITIONAL PROPOSAL INFORMATION

**PERSON TO CONTACT REGARDING BID:**

NAME: Rosemary Ayala PHONE ( 410 ) 229-1906

**TRACKING SYSTEM PROPOSED:**

Provide a detailed description of the products to be provided for chain-of-custody controls. (See section 12.9.)

Dunbar will continue to provide barcode tracking and  
on line reporting - see attached.

**EXCEPTIONS (EXPLAIN):**

As required exceptions were submitted earlier.

Please refer to attached copy.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## Complete Package Tracking and Cash Control

*D-Trak<sup>SM</sup>*, Dunbar's barcode scanning system, tracks your deposits and deliveries and enhances the service you receive by optimizing our route efficiency. This state-of-the-art industry leading technology allows for improved operating logistics, added cash control and improved security.

### ACCESS KEY INFORMATION, INCLUDING:

- 1. Proof of Pick-up** - Store managers verify and sign for every delivery and pickup and all activity is stored in the system.
- 2. Said to Contain / Cash-In-Transit (CIT) Amounts** - Loss prevention controls are improved through your manager's verification and authorization of every transaction providing increased accuracy and accountability.
- 3. Change Order Deliveries** - Cash management is enhanced through the ability to view reports containing the change order activity for your locations showing the number of packages delivered and the said to contain amounts.



Pickup Signature:

-----Pickup From-----  
 ABC Company  
 16 Mall Blvd, Baltimore, MD 21123  
 -----For Delivery To-----  
 XYZ Bank  
 333 Glenmore Ave, Baltimore, MD 21123

Pkg Qty:	Pkgs Said to Contain:
1	\$19,531.00

Manager Signature:  
 Robert Smith

OK Cancel

9:16 AM

### IMPROVED:

- **Accountability** - A complete audit trail of your cash and valuables is created while in the custody of Dunbar. We provide you with a worry-free solution for the transporting of your valuables.
- **Reporting and Data Collection** - Complete location activity reporting is available 24/7 through the Dunbar *Valu-Trak<sup>SM</sup>* web site. Reporting is provided in our standard value-added format or available to be customized to meet your needs.
- **Cash Control** - Dunbar *D-Trak<sup>SM</sup>* provides you the ability to track your cash and valuables, by verifying the deposits you send and the change orders received at your business locations.

# Location Activity Reporting

## Customer Daily Activity Report

Premise time at each location

**Pick-ups:**  
Said to contain amounts & number of items per location

**Deliveries:**  
Total value of EZChange<sup>SM</sup> orders & number of items delivered to location

**Dunbar**  
The Most Trusted Name In Security

### Customer Daily Activity Report

ABC Company

Service Date: 01/04/2006

Location	Name	Address	Branch	Premise Time	Deposits	Packages	Change Orders	Packages
22	ABC Company # 22	16 MALL BLVD	101	3	\$19,531	1	\$1,025	3
24	ABC Company # 24	11 NORTH HILL LANE	44	4	\$9,295	2	\$1,300	3
26	ABC Company # 26	8 SPRING BLVD	3	3	\$11,957	2	\$1,350	3
29	ABC Company # 29	9 COMMON STREET	3	3	\$6,530	2	\$75	3
32	ABC Company # 32	17 BANK AVE	101	3	\$4,525	2	\$850	3
33	ABC Company # 33	4 EASY STREET	101	3	\$10,812	2	\$0	0
42	ABC Company # 42	10 CORPORATE AVE	3	3	\$18,371	1	\$650	3
46	ABC Company # 46	1 DUNBAR LANE	101	3	\$6,089	2	\$0	0
47	ABC Company # 47	12 SOUTH HILL LANE	44	3	\$11,510	2	\$0	0
61	ABC Company # 61	15 ARMORED WAY	44	2	\$0	0	\$1,325	3
63	ABC Company # 63	3 MERCHANT AVE	101	4	\$9,355	3	\$1,225	3
64	ABC Company # 64	13 VALLEY PARKWAY	44	4	\$10,206	1	\$975	3
68	ABC Company # 68	5 LONG WAY ROAD	3	4	\$10,287	1	\$0	0
69	ABC Company # 69	2 MAIN STREET	101	5	\$10,673	3	\$850	3
71	ABC Company # 71	6 PARK AVE	3	3	\$9,362	1	\$1,500	3
72	ABC Company # 72	7 WEST DRIVE	3	1	\$4,173	1	\$0	0
77	ABC Company # 77	14 SHOPPERS STREET	44	4	\$8,520	2	\$0	0
82	ABC Company # 82	18 CENTER AVE	101	4	\$7,477	1	\$0	0
90	ABC Company # 90	19 PITTSBURGH AVE	101	3	\$14,924	2	\$1,000	3
<b>Report Averages:</b>				3	\$9,663	2	\$664	2
<b>Report Totals:</b>				62	\$183,597	31	\$12,625	36

## Pickup & Delivery Tracking Display

**Deliveries:**  
Total value of EZChange<sup>SM</sup> orders & number of items delivered to location

**Pick-ups:**  
Said to contain amounts & number of items per location

Back Back to Main Menu

### Pickup/Delivery Tracking Display

Customer: 00000001 - ABC Company Location: ABC Company # 22 - 200 OAK MANOR ROAD

---

**Delivery**

Barcode #	Seal #	Liability	Originated From	Curcy	Peny	Nick	Dime	Qrter	Half	Dollr	Other	Check
d8887530	01050502	525.00	Dunbar Cash Vault	0	1	0	0	1	0	0	0	0
		500.00	Dunbar Cash Vault	1	0	0	0	0	0	0	0	0

**Pickup**

Barcode #	Seal #	Liability	Delivered To	Curcy	Peny	Nick	Dime	Qrter	Half	Dollr	Other	Check
66536692	66536692	19,531.00	XYZ Bank Main Branch 333 Glenmore Ave	1	0	0	0	0	0	0	0	0

Top Dunbar Armored Valu-Trak - 3/24/2006 11:33:24 AM



ATTACHMENT A

**COOK COUNTY PICK UP LOCATIONS**

ATTACHMENT A

**COOK COUNTY PICK UP LOCATIONS**

Clerk of the Circuit Court of Cook County Richard J. Daley Center 50 W. Washington Street, 10 <sup>th</sup> Floor Chicago, IL	Clerk of the Circuit Court of Cook County Division 5 Bond Office 2700 S. California Avenue, 1 <sup>st</sup> Floor Chicago, IL
Clerk of the Circuit Court, Branch Court 29 and 42 2452 W. Belmont Avenue, 1 <sup>st</sup> Floor Chicago, IL	Clerk of the Circuit Court, Branch Court 43 and 44 3150 W. Flournoy, 1 <sup>st</sup> Floor Chicago, IL
Clerk of the Circuit Court, Branch Court 34 and 48 155 W. 51st Street, 2 <sup>nd</sup> Floor Chicago, IL	Clerk of the Circuit Court, Branch Court 38 737 E. 111 <sup>th</sup> Street, 1 <sup>st</sup> Floor Chicago, IL
Clerk of the Circuit Court, Branch Court 23 and 50 5555 W. Grand Avenue, 1 <sup>st</sup> Floor Chicago, IL	Clerk of the Circuit Court of Cook County Domestic Violence Court 555 West Harrison, 1 <sup>st</sup> Floor, East Entrance Chicago, IL
Clerk of the Circuit Court of Cook County Municipal District No.1, Traffic Violations Bureau Richard J. Daley Center 50 W. Washington Street, Lower Level Chicago, IL	Clerk of the Circuit Court of Cook County Child Support Division 28 N. Clark Street, 2 <sup>nd</sup> Floor, Room 200 Chicago, IL
Cook County Department of Corrections Criminal Courts Building 2650 South California Ave., Room 526 Chicago, IL	Clerk of the Circuit Court of Cook County 2 <sup>nd</sup> Municipal District 5600 W. Old Orchard Road, Room 1156 Skokie, IL
Clerk of the Circuit Court of Cook County 3 <sup>rd</sup> Municipal District 2121 Euclid Avenue, 1 <sup>st</sup> Floor Rolling Meadows, IL	Clerk of the Circuit Court of Cook County 4 <sup>th</sup> Municipal District 1500 Maybrook Drive, 2 <sup>nd</sup> Floor Maywood, IL
Clerk of the Circuit Court of Cook County 5 <sup>th</sup> Municipal District 10220 South 76 <sup>th</sup> Avenue, 1 <sup>st</sup> Floor Bridgeview, IL	Clerk of the Circuit Court of Cook County 6 <sup>th</sup> Municipal District 16501 South Kedzie Avenue, 1 <sup>st</sup> Floor Markham, IL
Cook County Recorder of Deeds Office 118 N. Clark Street, Room 120 Chicago, IL	Cook County Recorder of Deeds Office 2 <sup>nd</sup> Municipal District 5600 W. Old Orchard Road, Room 155 Skokie, IL
Cook County Recorder of Deeds Office 3 <sup>rd</sup> Municipal District 2121 Euclid Avenue, Room 238 Rolling Meadows, IL	Cook County Recorder of Deeds Office 4 <sup>th</sup> Municipal District 1560 Maybrook Square, Room 061 (Basement) Maywood, IL

ATTACHMENT A

<p>Cook County Recorder of Deeds Office 5<sup>th</sup> Municipal District 10220 South 76<sup>th</sup> Avenue, Room 238 Bridgeview, IL</p>	<p>Cook County Recorder Of Deeds Office 6<sup>th</sup> Municipal District 16501 South Kedzie Avenue, Room 238C Markham, IL</p>
<p>Cook County Clerk's Office 118 N. Clark Street, Room 434 Chicago, IL</p>	<p>Cook County Clerk's Office 2<sup>nd</sup> Municipal District 5600 W. Old Orchard Road, Room 149 Skokie, IL</p>
<p>Cook County Clerk's Office 3<sup>rd</sup> Municipal District 2121 Euclid Avenue, Room 238 Rolling Meadows, IL</p>	<p>Cook County Clerk's Office 4<sup>th</sup> Municipal District 1311 Maybrook Square, Whitcomb Bldg, Rm. 109 Maywood, IL</p>
<p>Cook County Clerk's Office 5<sup>th</sup> Municipal District 10220 South 76<sup>th</sup> Avenue, Room 238 Bridgeview, IL</p>	<p>Cook County Clerk's Office 6<sup>th</sup> Municipal District 16501 South Kedzie Avenue, Room 238 Markham, IL</p>
<p>Cook County Treasurer's Office 118 N. Clark Street, Room 112 – Cash Vault Chicago, IL</p>	<p>Cook County Dept. of Animal Control 5<sup>th</sup> Municipal District 10220 South 76<sup>th</sup> Avenue, Room 2XX Bridgeview, IL</p>
<p>Cook County Adult Probation Department 2650 South California Avenue - Lower Level Chicago, Illinois, 60608</p>	<p>Cook County Social Services Department 2650 South California Avenue, Room No. 901 Chicago, Illinois, 60608</p>

ATTACHMENT B

CITY OF CHICAGO PUBLIC LIBRARY PICK UP LOCATIONS

ATTACHMENT B

**CITY OF CHICAGO PUBLIC LIBRARY PICK UP LOCATIONS**

Albany Park 5150 N. Kimball Avenue Chicago, IL 60625	Altgeld 13281 S. Corliss Ave. Chicago, IL 60827
Archer Heights 5055 S. Archer Avenue Chicago, IL 60632	Austin-Irving 6100 W. Irving Park Road Chicago, IL 60634
Austin 5615 W. Race Avenue Chicago, IL 60644	Back of the Yards 4650 S. Damen Avenue Chicago, IL 60609
Avalon 8148 S. Stony Island Avenue Chicago, IL 60617	Bezazian 1226 W. Ainslie Street Chicago, IL 60640
Beverly 1962 W. 95th Street Chicago, IL 60643	Brainerd 1350 W. 89th Street Chicago, IL 60620
Blackstone 4904 S. Lake Park Avenue Chicago, IL 60615	Bucktown-Wicker Park 1701 N. Milwaukee Avenue Chicago, IL 60647
Brighton Park 4314 S. Archer Avenue Chicago, IL 60632	Canaryville 642 W. 43rd Street Chicago, IL 60609
Budlong Woods 5630 N. Lincoln Avenue Chicago, IL 60659	Chicago Lawn 6120 S. Kedzie Avenue Chicago, IL 60629
Chicago Bee 15647 S. State Street Chicago, IL 60609	Clearing 6423 W. 63rd Place Chicago, IL 60638
Chinatown 2353 S. Wentworth Avenue Chicago, IL 60616	Coleman 731 E. 63rd Street Chicago, IL 60637
Daley, Richard J.-Bridgeport 3400 S. Halsted Street Chicago, IL 60608	Daley, Richard M. 733 N. Kedzie Avenue Chicago, IL 60612
Douglass 3353 W. 13th Street Chicago, IL 60623	Dunning 7455 W. Cornelia Avenue Chicago, IL 60634

ATTACHMENT B

Edgebrook 5331 W. Devon Avenue Chicago, IL 60646	Edgewater 1210 W. Elmdale Avenue Chicago, IL 60660
Gage Park 2807 W. 55th Street Chicago, IL 60632	Galewood-Mont Clare 6871 W. Belden Avenue Chicago, IL 60707
Garfield Ridge 6348 S. Archer Avenue Chicago, IL 60638	Greater Grand Crossing 1000 East 73rd Street Chicago, IL 60619
Hall 4801 S. Michigan Avenue Chicago, IL 60615	Hegewisch 3048 E. 130th Street Chicago, IL 60633
Humboldt Park 1605 N. Troy Street Chicago, IL 60647	Independence 3548 W. Irving Park Road Chicago, IL 60618
Jefferson Park 51563 W. Lawrence Avenue Chicago, IL 60630	Jeffery Manor 2401 E. 100th Street Chicago, IL 60617
Kelly 6151 S. Normal Boulevard Chicago, IL 60621	King 34156 S. King Drive Chicago, IL 60616
Legler 115 S. Pulaski Road Chicago, IL 60624	Lincoln Belmont 1659 W. Melrose Street Chicago, IL 60657
Lincoln Park 1150 W. Fullerton Avenue Chicago, IL 60614	Little Village 2311 S. Kedzie Avenue Chicago, IL 60623
Logan Square 3030 W. Fullerton Avenue Chicago, IL 60647	Lozano 1805 S. Loomis Street Chicago, IL 60608
Manning 6 S. Hoyne Avenue Chicago, IL 60612	Mayfair 4400 W. Lawrence Avenue Chicago, IL 60630
McKinley Park 1915 W. 35th Street Chicago, IL 60609	Merlo 644 W. Belmont Avenue Chicago, IL 60657
Mount Greenwood 11010 S. Kedzie Avenue Chicago, IL 60655	Near North 310 W. Division Street Chicago, IL 60610

ATTACHMENT B

North Austin 5724 W. North Avenue Chicago, IL 60639	North Pulaski 4300 W. North Avenue Chicago, IL 60639
Northtown 6435 N. California Avenue Chicago, IL 60645	Oriole Park 7454 W. Balmoral Avenue Chicago, IL 60656
Portage-Cragin 5108 W. Belmont Avenue Chicago, IL 60641	Pullman 11001 S. Indiana Avenue Chicago, IL 60628
Roden 6083 N. Northwest Highway Chicago, IL 60631	Rogers Park 6907 N. Clark Street Chicago, IL 60626
Roosevelt 1101 W. Taylor Street Chicago, IL 60607	Scottsdale 4101 W. 79th Street Chicago, IL 60652
Sherman Park 5440 S. Racine Avenue Chicago, IL 60609	South Chicago 9055 S. Houston Avenue Chicago, IL 60617
South Shore 2505 E. 73rd Street Chicago, IL 60649	Sulzer Regional 4455 N. Lincoln Avenue Chicago, IL 60625
Thurgood Marshall 7506 S. Racine Avenue Chicago, IL 60620	Toman 2708 S. Pulaski Road Chicago, IL 60623
Uptown 929 W. Buena Avenue Chicago, IL 60613	Vodak-East Side 3710 E. 106th Street Chicago, IL 60617
Walker 11071 S. Hoyne Avenue Chicago, IL 60643	Water Works 163 E. Pearson Street Chicago, IL 60611
West Belmont 3104 N. Narragansett Avenue Chicago, IL 60634	West Chicago Avenue 4856 W. Chicago Avenue Chicago, IL 60651
West Englewood 1745 W. 63rd Street Chicago, IL 606156	West Lawn 4020 W. 63rd Street Chicago, IL 60629
West Pullman 830 W. 119th Street Chicago, IL 60643	West Town 1625 W. Chicago Avenue Chicago, IL 60622

ATTACHMENT B

Whitney M. Young, Jr. 7901 S. King Drive Chicago, IL 60619	Woodson Regional 9525 S. Halsted Street Chicago, IL 60628
Wrightwood-Ashburn 8530 S. Kedzie Avenue Chicago, IL 60652	

# CHICAGO PUBLIC LIBRARY DIRECTORY

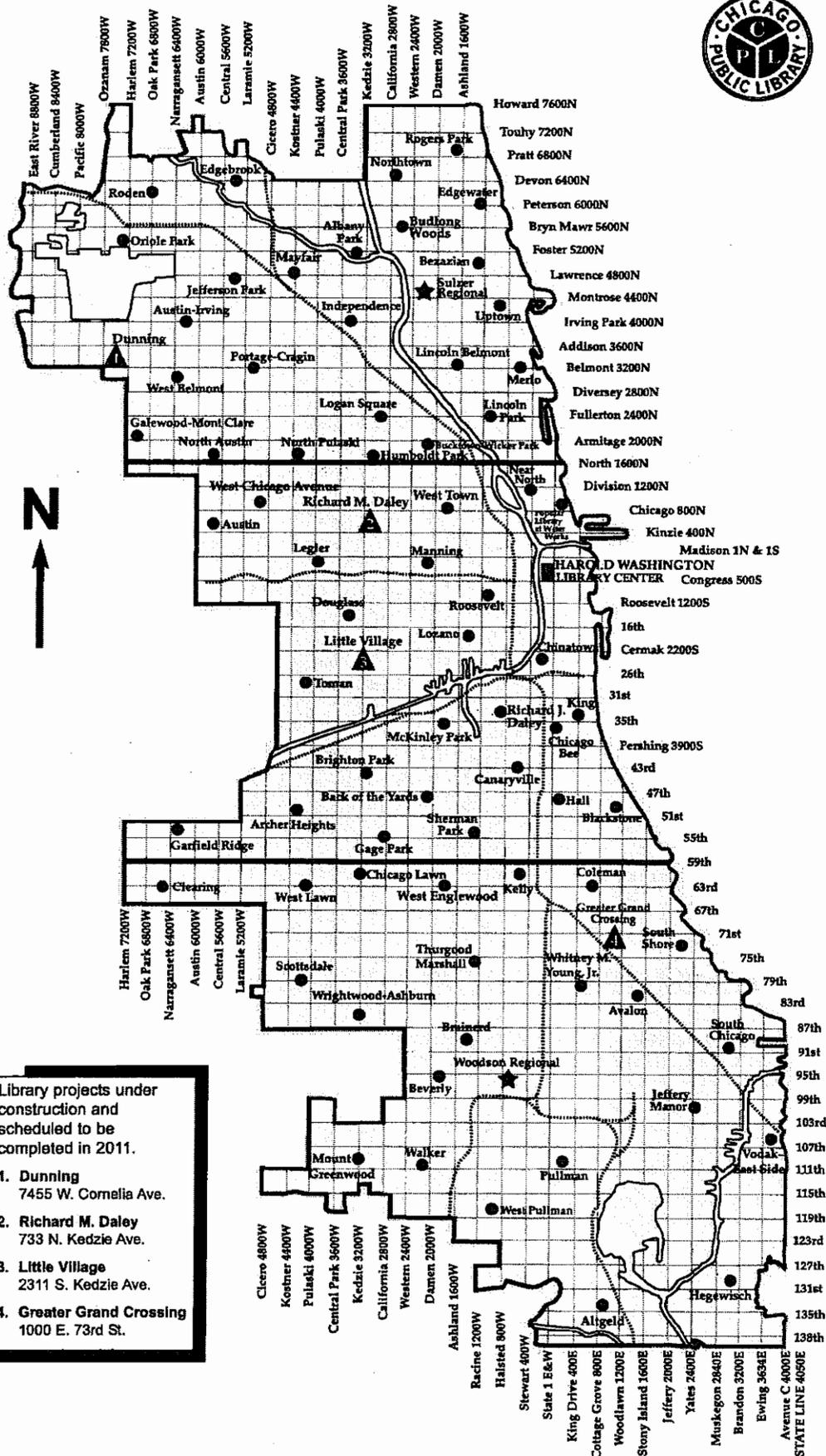
BRANCH	ADDRESS	TEL. NO.	SERVICE HOURS
<b>Harold Washington Library Center</b>	400 S. State St.	(312) 747-4300	Mon. - Thurs., 9-9; Fri. & Sat., 9-5; Sun., 1-5
<b>Popular Library at Water Works</b>	163 E. Pearson St.	(312) 742-8811	Mon. - Thurs., 9-7; Fri. & Sat., 9-5; Sun., 1-5
<b>Sulzer Regional Library</b>	4455 N. Lincoln Ave.	(312) 744-7616	Mon. - Thurs., 9-9; Fri. & Sat., 9-5; Sun., 1-5
<b>Woodson Regional Library</b>	9525 S. Halsted St.	(312) 747-6900	Mon. - Thurs., 9-9; Fri. & Sat., 9-5; Sun., 1-5
<b>NORTH DISTRICT</b>			
Albany Park	5150 N. Kimball Ave.	(312) 744-1933	Mon. & Wed., 10-6; Tues. & Thurs., Noon-8; Fri. & Sat., 9-5; Sun., Closed
Austin-Irving	6100 W. Irving Park Rd.	(312) 744-6222	Mon. & Wed., Noon-8; Tues. & Thurs., 10-6; Fri. & Sat., 9-5; Sun., Closed
Beazlian	1226 W. Ainslie St.	(312) 744-0019	Mon. & Wed., Noon-8; Tues. & Thurs., 10-6; Fri. & Sat., 9-5; Sun., Closed
Bucktown-Wicker Park	1701 N. Milwaukee Ave.	(312) 744-6022	Mon. & Wed., Noon-8; Tues. & Thurs., 10-6; Fri. & Sat., 9-5; Sun., Closed
Budlong Woods	5630 N. Lincoln Ave.	(312) 742-9590	Mon. & Wed., Noon-8; Tues. & Thurs., 10-6; Fri. & Sat., 9-5; Sun., Closed
Dunning	7455 W. Comella Ave.	<b>Opening 2011</b>	
Edgebrook	5331 W. Devon Ave.	(312) 744-8313	Mon. & Wed., Noon-8; Tues. & Thurs., 10-6; Fri. & Sat., 9-5; Sun., Closed
Edgewater	1210 W. Elmdale Ave.	(312) 744-0718	Mon. & Wed., 10-6; Tues. & Thurs., Noon-8; Fri. & Sat., 9-5; Sun., Closed
Galewood-Mont Clare	6871 W. Belden Ave.	(312) 748-0165	Mon. - Thurs., 10-6; Fri., 9-5; Sat. & Sun., Closed
Humboldt Park	1605 N. Troy St.	(312) 744-2244	Mon. & Wed., Noon-8; Tues. & Thurs., 10-6; Fri. & Sat., 9-5; Sun., Closed
Independence	3548 W. Irving Park Rd.	(312) 744-0900	Mon. & Wed., 10-6; Tues. & Thurs., Noon-8; Fri. & Sat., 9-5; Sun., Closed
Jefferson Park	5363 W. Lawrence Ave.	(312) 744-1998	Mon. & Wed., 10-6; Tues. & Thurs., Noon-8; Fri. & Sat., 9-5; Sun., Closed
Lincoln Belmont	1659 W. Melrose St.	(312) 744-0166	Mon. & Wed., 10-6; Tues. & Thurs., Noon-8; Fri. & Sat., 9-5; Sun., Closed
Lincoln Park	1150 W. Fullerton Ave.	(312) 744-1926	Mon. & Wed., 10-6; Tues. & Thurs., Noon-8; Fri. & Sat., 9-5; Sun., Closed
Logan Square	3030 W. Fullerton Ave.	(312) 744-5295	Mon. & Wed., 10-6; Tues. & Thurs., Noon-8; Fri. & Sat., 9-5; Sun., Closed
Mayfair	4400 W. Lawrence Ave.	(312) 744-1254	Mon. & Wed., Noon-8; Tues. & Thurs., 10-6; Fri. & Sat., 9-5; Sun., Closed
Merlo	644 W. Belmont Ave.	(312) 744-1139	Mon. & Wed., Noon-8; Tues. & Thurs., 10-6; Fri. & Sat., 9-5; Sun., Closed
North Austin	5724 W. North Ave.	(312) 746-4233	Mon. & Wed., Noon-8; Tues. & Thurs., 10-6; Fri. & Sat., 9-5; Sun., Closed
North Pulaski	4300 W. North Ave.	(312) 744-8573	Mon. & Wed., 10-6; Tues. & Thurs., Noon-8; Fri. & Sat., 9-5; Sun., Closed
Northtown	6435 N. California Ave.	(312) 744-2292	Mon. & Wed., 10-6; Tues. & Thurs., Noon-8; Fri. & Sat., 9-5; Sun., Closed
Oriole Park	7454 W. Balmoral Ave.	(312) 744-1965	Mon. & Wed., Noon-8; Tues. & Thurs., 10-6; Fri. & Sat., 9-5; Sun., Closed
Portage-Cragin	5108 W. Belmont Ave.	(312) 744-0152	Mon. & Wed., Noon-8; Tues. & Thurs., 10-6; Fri. & Sat., 9-5; Sun., Closed
Roden	6083 N. Northwest Hwy.	(312) 744-1478	Mon. & Wed., 10-6; Tues. & Thurs., Noon-8; Fri. & Sat., 9-5; Sun., Closed
Rogers Park	6907 N. Clark St.	(312) 744-0166	Mon. & Wed., Noon-8; Tues. & Thurs., 10-6; Fri. & Sat., 9-5; Sun., Closed
Uptown	929 W. Buena Ave.	(312) 744-8040	Mon. & Wed., 10-6; Tues. & Thurs., Noon-8; Fri. & Sat., 9-5; Sun., Closed
West Belmont	3104 N. Narragansett Ave.	(312) 746-5142	Mon. & Wed., 10-6; Tues. & Thurs., Noon-8; Fri. & Sat., 9-5; Sun., Closed
<b>CENTRAL DISTRICT</b>			
Archer Heights	5055 S. Archer Ave.	(312) 747-9241	Mon. & Wed., Noon-8; Tues. & Thurs., 10-6; Fri. & Sat., 9-5; Sun., Closed
Austin	5615 W. Race Ave.	(312) 746-5038	Mon. & Wed., Noon-8; Tues. & Thurs., 10-6; Fri. & Sat., 9-5; Sun., Closed
Back of the Yards	4650 S. Damen Ave.	(312) 747-8387	Mon. & Wed., 10-6; Tues. & Thurs., Noon-8; Fri. & Sat., 9-5; Sun., Closed
Blackstone	4904 S. Lake Park Ave.	(312) 747-0511	Mon. & Wed., Noon-8; Tues. & Thurs., 10-6; Fri. & Sat., 9-5; Sun., Closed
Brighton Park	4314 S. Archer Ave.	(312) 747-0686	Mon. & Wed., 10-6; Tues. & Thurs., Noon-8; Fri. & Sat., 9-5; Sun., Closed
Canaryville	642 W. 43rd St.	(312) 747-0644	Mon. & Wed., Noon-8; Tues. & Thurs., 10-6; Fri. & Sat., 9-5; Sun., Closed
Chicago Bee	3547 S. State St.	(312) 747-6872	Mon. & Wed., Noon-8; Tues. & Thurs., 10-6; Fri. & Sat., 9-5; Sun., Closed
Chinatown	2353 S. Wentworth Ave.	(312) 747-8013	Mon. & Wed., Noon-8; Tues. & Thurs., 10-6; Fri. & Sat., 9-5; Sun., Closed
Daley, Richard J.	3400 S. Halsted St.	(312) 747-8990	Mon. & Wed., 10-6; Tues. & Thurs., Noon-8; Fri. & Sat., 9-5; Sun., Closed
Daley, Richard M.	733 N. Kedzie Ave.	<b>Opening 2011</b>	
Douglass	3353 W. 13th St.	(312) 747-3725	Mon. & Wed., 10-6; Tues. & Thurs., Noon-8; Fri. & Sat., 9-5; Sun., Closed
Gage Park	2807 W. 55th St.	(312) 747-0032	Mon. & Wed., 10-6; Tues. & Thurs., Noon-8; Fri. & Sat., 9-5; Sun., Closed
Garfield Ridge	6348 S. Archer Ave.	(312) 747-6094	Mon. & Wed., 10-6; Tues. & Thurs., Noon-8; Fri. & Sat., 9-5; Sun., Closed
Hall	4801 S. Michigan Ave.	(312) 747-2841	Mon. & Wed., 10-6; Tues. & Thurs., Noon-8; Fri. & Sat., 9-5; Sun., Closed
King	3436 S. King Dr.	(312) 747-7543	Mon. & Wed., 10-6; Tues. & Thurs., Noon-8; Fri. & Sat., 9-5; Sun., Closed
Legler	115 S. Pulaski Rd.	(312) 746-7730	Mon. & Wed., Noon-8; Tues. & Thurs., 10-6; Fri. & Sat., 9-5; Sun., Closed
Little Village	2311 S. Kedzie Ave.	<b>Opening 2011</b>	
Lozano	1805 S. Loomis St.	(312) 746-4329	Mon. & Wed., 10-6; Tues. & Thurs., Noon-8; Fri. & Sat., 9-5; Sun., Closed
Manning	6 S. Hoyne Ave.	(312) 746-6800	Mon. & Wed., Noon-8; Tues. & Thurs., 10-6; Fri. & Sat., 9-5; Sun., Closed
McKinley Park	1915 W. 35th St.	(312) 747-6082	Mon. & Wed., Noon-8; Tues. & Thurs., 10-6; Fri. & Sat., 9-5; Sun., Closed
Near North	310 W. Division St.	(312) 744-0991	Mon. & Wed., Noon-8; Tues. & Thurs., 10-6; Fri. & Sat., 9-5; Sun., Closed
Roosevelt	1101 W. Taylor St.	(312) 746-5656	Mon. & Wed., Noon-8; Tues. & Thurs., 10-6; Fri. & Sat., 9-5; Sun., Closed
Sherman Park	5440 S. Racine Ave.	(312) 747-0477	Mon. & Wed., Noon-8; Tues. & Thurs., 10-6; Fri. & Sat., 9-5; Sun., Closed
Toman	2708 S. Pulaski Rd.	(312) 745-1660	Mon. & Wed., Noon-8; Tues. & Thurs., 10-6; Fri. & Sat., 9-5; Sun., Closed
West Chicago Avenue	4856 W. Chicago Ave.	(312) 743-0260	Mon. & Wed., 10-6; Tues. & Thurs., Noon-8; Fri. & Sat., 9-5; Sun., Closed
West Town	1625 W. Chicago Ave.	(312) 743-0450	Mon. & Wed., 10-6; Tues. & Thurs., Noon-8; Fri. & Sat., 9-5; Sun., Closed
<b>SOUTH DISTRICT</b>			
Altgeld	13281 S. Corliss Ave.	(312) 747-3270	Mon. & Wed., Noon-8; Tues. & Thurs., 10-6; Fri. & Sat., 9-5; Sun., Closed
Avaton	8148 S. Stony Island Ave.	(312) 747-5234	Mon. & Wed., Noon-8; Tues. & Thurs., 10-6; Fri. & Sat., 9-5; Sun., Closed
Beverly	1982 W. 95th St.	(312) 747-9673	Mon. & Wed., Noon-8; Tues. & Thurs., 10-6; Fri. & Sat., 9-5; Sun., Closed
Brainerd	1350 W. 89th St.	(312) 747-6291	Mon. & Wed., 10-6; Tues. & Thurs., Noon-8; Fri. & Sat., 9-5; Sun., Closed
Chicago Lawn	6120 S. Kedzie Ave.	(312) 747-0639	Mon. & Wed., 10-6; Tues. & Thurs., Noon-8; Fri. & Sat., 9-5; Sun., Closed
Clearing	6423 W. 63rd Pl.	(312) 747-5657	Mon. & Wed., Noon-8; Tues. & Thurs., 10-6; Fri. & Sat., 9-5; Sun., Closed
Coleman	731 E. 63rd St.	(312) 747-7760	Mon. & Wed., Noon-8; Tues. & Thurs., 10-6; Fri. & Sat., 9-5; Sun., Closed
Greater Grand Crossing	1000 E. 73rd St.	<b>Opening 2011</b>	
Hegewisch	3048 E. 130th St.	(312) 747-0046	Mon. & Wed., 10-6; Tues. & Thurs., Noon-8; Fri. & Sat., 9-5; Sun., Closed
Jeffery Manor	2401 E. 100th St.	(312) 747-6479	Mon. & Wed., 10-6; Tues. & Thurs., Noon-8; Fri. & Sat., 9-5; Sun., Closed
Kelly	8151 S. Normal Blvd.	(312) 747-8418	Mon. & Wed., 10-6; Tues. & Thurs., Noon-8; Fri. & Sat., 9-5; Sun., Closed
Thurgood Marshall	7506 S. Racine Ave.	(312) 747-5927	Mon. & Wed., Noon-8; Tues. & Thurs., 10-6; Fri. & Sat., 9-5; Sun., Closed
Mount Greenwood	11010 S. Kedzie Ave.	(312) 747-2805	Mon. & Wed., 10-6; Tues. & Thurs., Noon-8; Fri. & Sat., 9-5; Sun., Closed
Pullman	11001 S. Indiana Ave.	(312) 747-2033	Mon. & Wed., 10-6; Tues. & Thurs., Noon-8; Fri. & Sat., 9-5; Sun., Closed
Scottsdale	4101 W. 79th St.	(312) 747-0193	Mon. & Wed., 10-6; Tues. & Thurs., Noon-8; Fri. & Sat., 9-5; Sun., Closed
South Chicago	9055 S. Houston Ave.	(312) 747-8065	Mon. & Wed., Noon-8; Tues. & Thurs., 10-6; Fri. & Sat., 9-5; Sun., Closed
South Shore	2505 E. 73rd St.	(312) 747-5281	Mon. & Wed., 10-6; Tues. & Thurs., Noon-8; Fri. & Sat., 9-5; Sun., Closed
Vodak-East Side	3710 E. 106th St.	(312) 747-5500	Mon. & Wed., Noon-8; Tues. & Thurs., 10-6; Fri. & Sat., 9-5; Sun., Closed
Walker	11071 S. Hoyne Ave.	(312) 747-1920	Mon. & Wed., 10-6; Tues. & Thurs., Noon-8; Fri. & Sat., 9-5; Sun., Closed
West Englewood	1745 W. 63rd St.	(312) 747-3481	Mon. & Wed., Noon-8; Tues. & Thurs., 10-6; Fri. & Sat., 9-5; Sun., Closed
West Lawn	4020 W. 63rd St.	(312) 747-7381	Mon. & Wed., Noon-8; Tues. & Thurs., 10-6; Fri. & Sat., 9-5; Sun., Closed
West Pullman	830 W. 119th St.	(312) 747-1425	Mon. & Wed., Noon-8; Tues. & Thurs., 10-6; Fri. & Sat., 9-5; Sun., Closed
Wrightwood-Ashburn	8530 S. Kedzie Ave.	(312) 747-2696	Mon. & Wed., Noon-8; Tues. & Thurs., 10-6; Fri. & Sat., 9-5; Sun., Closed
Whitney M. Young, Jr.	7801 S. King Dr.	(312) 747-0039	Mon. & Wed., 10-6; Tues. & Thurs., Noon-8; Fri. & Sat., 9-5; Sun., Closed



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312.747.4252 (Voice)  
312.747.4056 (TTY)



Library projects under construction and scheduled to be completed in 2011.

- Dunning**  
7455 W. Comelia Ave.
- Richard M. Daley**  
733 N. Kedzie Ave.
- Little Village**  
2311 S. Kedzie Ave.
- Greater Grand Crossing**  
1000 E. 73rd St.

ATTACHMENT C

COOK COUNTY  
INSTRUCTIONS TO BIDDERS,  
GENERAL CONDITIONS, &  
ECONOMIC DISCLOSURE STATEMENT

**INSTRUCTIONS TO BIDDERS  
BID CONTRACTS  
INDEX**

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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. **PURCHASING AGENT** shall mean the Purchasing Agent 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 Purchasing Agent a written request for a deviation or exception prior to the date and time of Bid Opening. If the Purchasing Agent considers such deviation or exception acceptable, the Purchasing Agent 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 Purchasing Agent, 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:

Purchasing Agent  
Office of the Purchasing Agent  
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 Assembly Room 569, 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 Purchasing Agent 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 Purchasing Agent 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 Purchasing Agent 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 TRIPPLICATE, 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 Purchasing Agent 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 Purchasing Agent 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 Purchasing Agent 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**

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

The Contractor shall identify 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 purposes 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 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 Purchasing Agent 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-03 INSURANCE**

Contractor shall purchase and maintain during the term of this Contract insurance coverage which will satisfactorily insure him against claims and liabilities which could arise because of the performance of the Contract.

### **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 Purchasing Agent.

#### **GC-09 DISPUTES**

Any dispute arising under the Contract between the County and Contractor shall be decided by the Purchasing Agent. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Purchasing Agent. Upon request of the Purchasing Agent, the party complained against shall respond to the complaint in writing within five days of such request. The Purchasing Agent will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor and 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 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.

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-11 COUNTY'S REMEDIES**

If the Contractor fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-10, Default, the County shall have the right to terminate this Contract provided, however, that 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-12 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-10, Default, the Contractor shall have the right to terminate this Contract providing, however, that Contractor shall give the County thirty (30) days prior written notice of termination.

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

#### **GC-13 DELAYS**

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

#### **GC-14 MODIFICATIONS AND AMENDMENTS**

The parties may from time to time during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing. No such modifications and amendments which individually or cumulatively result in additional cost of \$1,000.00 or greater or which extend the term of the Contract by thirty (30) days or more shall be deemed as authorized without the advance approval of the Cook County Board of Commissioners. Modifications and amendments which increase cost by less than \$1,000.00 or which do not extend the term of the Contract by more than twenty-nine (29) days may only be made with the advance written approval of the Purchasing Agent.

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

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

#### **GC-15 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-16 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-17 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-17, 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-17 and the wording of the Ordinance shall apply. If there is a conflict between this GC-17 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.

**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-3/4 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/WBE 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 than 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.

### **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 Contract 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-17, 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-18 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-19 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-20 ACCIDENT REPORTS**

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

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

## **GC-21 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-22 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-23 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-24 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-25 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-26 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-27 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-28 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-29 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-30 WAIVER**

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

**GC-31 ENTIRE CONTRACT**

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

**GC-32 FORCE MAJEURE**

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

**GC-33 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 reserves the right to renegotiate the price to accommodate the larger volume.

**GC-34 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**

**ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENT  
INDEX**

<b>Section</b>	<b>Description</b>	<b>Pages</b>
Instructions	Instructions for Completion of EDS	EDS i - ii
1	Certifications	EDS 1, 2
2	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 3 – 9
3	Sole Proprietor Signature Page	EDS 10a/b/c
4	Partnership Signature Page	EDS 11/a/b/c
5	Corporation Signature Page	EDS 12a/b/c
6	Cook County Signature Page	EDS 13

**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 Purchasing Agent. 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](http://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.

**Section 1: Certifications.** Section 1 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 2: Economic and Other Disclosures Statement.** Section 2 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 3,4,5: Execution Forms.** The Bidder executes this EDS, and the Contract, by **completing** and signing three copies of the appropriate Signature Page. Section 3 is the form for a sole proprietor; **Section 4** is the form for a partnership or joint venture; and Section 5 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](http://www.cookcountygov.com) and go to the Ethics Department **link**. The Bidder must comply fully with the applicable ordinances.

## CERTIFICATIONS (SECTION 1)

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 1, 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 1, 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.



**4. REAL ESTATE OWNERSHIP DISCLOSURES.**

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

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

**PERMANENT INDEX NUMBER(S):** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
**(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)**

**OR:**

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

**5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.**

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

\_\_\_\_\_  
\_\_\_\_\_

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

## COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an:  Original Statement or  Amended Statement

**Identifying Information:**

Name Dunbar Armored, Inc. D/B/A: Dunbar Armored, Inc EIN NO.: 52-0675776

Street Address: 50 Schilling Road

City: Hunt Valley State: MD Zip Code: 21031

Phone No.: 410-229-1906

**Form of Legal Entity:**

Sole Proprietor  Partnership  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
<u>James L. Dunbar,</u>	<u>50 Schilling Road</u>	<u>100%</u>
	<u>Hunt Valley, MD 21031</u>	

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
<u>None</u>		

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

Name	Address	Percentage of Beneficial Interest	Relationship

**Declaration (check the applicable box):**

- I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Russell E. Daniels  
Name of Authorized Applicant/Holder Representative (please print or type)

[Signature]  
Signature

russell.daniels@dunbararmored.com  
E-mail address

Sr. Vice President  
Title

Sept. 6, 2011  
Date

410-229-1920  
Phone Number

Subscribed to and sworn before me this 6 day of Sept, 2011.

X [Signature]  
Notary Public Signature

My commission expires:  
**ROSEMARY AYALA**  
**NOTARY PUBLIC**  
**HARFORD COUNTY**  
**MARYLAND**  
 My Commission Expires 6-10-2015



## 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](http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf)

### **DEFINITIONS:**

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

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

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

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

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

**SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM**

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

Name of Owner/Employee: Russell E. Daniels Title: Sr. Vice President

Business Entity Name: Dunbar Armored, Inc. Phone: 410-229-1906

Business Entity Address: 50 Schilling Road, Hunt Valley, MD 21031

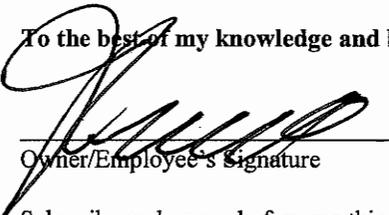
       The following familial relationship exists between the owner or any employee of the business entity contracted to do business with Cook County **and** any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

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

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

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.

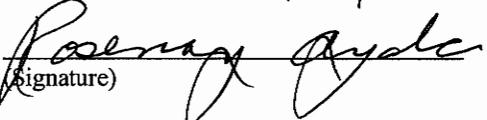
**To the best of my knowledge and belief, the information provided above is true and complete.**

  
\_\_\_\_\_  
Owner/Employee's Signature

September 6, 2011  
Date

Subscribe and sworn before me this 6 Day of September, 2011

a Notary Public in and for Harford County

  
(Signature)

ROSEMARY AYALA  
NOTARY PUBLIC  
HARFORD COUNTY  
MARYLAND  
My Commission Expires 6-10-2015

NOTARY PUBLIC  
SEAL

My Commission expires \_\_\_\_\_

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 3)**

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 Purchasing Agent 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 4)**

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 Purchasing Agent 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 5)**

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 Purchasing Agent 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: Dunbar Armored, Inc.

BUSINESS ADDRESS: 50 Schilling Road  
Hunt Valley, MD 21031

BUSINESS TELEPHONE: 410-229-1906 FAX NUMBER: 410-229-1907

CONTACT PERSON: Rosemary Ayala

FEIN: 52-0675776 \*IL CORPORATE FILE NUMBER: F5846

**LIST THE FOLLOWING CORPORATE OFFICERS:**

PRESIDENT: K. R. Dunbar VICE PRESIDENT: D. Botzler

SECRETARY: V. Thompson TREASURER: J. Laue

\*\*SIGNATURE OF PRESIDENT: \_\_\_\_\_

ATTEST: Wicki L. Thompson (CORPORATE SECRETARY)

Subscribed and sworn to before me this  
6 day of Sept, 2011.

X Rosemary Ayala  
Notary Public Signature

ROSEMARY AYALA  
NOTARY PUBLIC  
HARFORD COUNTY  
MARYLAND  
My commission expires: \_\_\_\_\_  
My Commission Expires 6-10-2015  
\_\_\_\_\_  
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.



50 Schilling Road  
Hunt Valley, MD 21031  
410-584-9800

CERTIFICATION OF AUTHORITY

June 9, 2011

At a meeting of the Directors of DUNBAR ARMORED, INC. duly called and held at 50 SCHILLING ROAD, HUNT VALLEY, MD, 21031-1105, on the 9th day of June, 2011, at which a quorum was present and acting, it was VOTED, that Russell E. Daniels, Sr. Vice President - Administration and Risk Management, of this corporation is hereby authorized and empowered to make, enter into, sign, seal and deliver contracts, affidavits, proposals, bids, bid bonds, and performance bonds on behalf of this corporation and each of its subsidiaries. I do hereby certify that the above is a true and correct copy of the record, that said vote has not been amended or repealed and is in full force and effect as of this date, and that Russell E. Daniels is duly elected Sr. Vice President - Administration and Risk Management of this corporation.

Attest:

Wick L. Thompson

(Affix Corporate  
Seal here)

COOK COUNTY SIGNATURE PAGE  
(SECTION 6)

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

*Joni Breckum*

PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

*Maria de la Cruz*

COOK COUNTY PURCHASING AGENT

*Tobias Kent*

COOK COUNTY COMPTROLLER

DATED AT CHICAGO, ILLINOIS THIS 4<sup>th</sup> DAY OF November, 2011.

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

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

11-53-062

OR

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

Group A - Cook County

TOTAL AMOUNT OF CONTRACT: \$

251,526<sup>00</sup>

(DOLLARS AND CENTS)

FUND CHARGEABLE: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
ASSISTANT STATE'S ATTORNEY

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

NOV 01 2011

COM. \_\_\_\_\_

ATTACHMENT D

CITY OF CHICAGO  
GENERAL CONDITIONS,  
ECONOMIC DISCLOSURE STATEMENT INSTRUCTIONS

## **1. GENERAL CONDITIONS**

### **1.1. CONSIDERATION OF PROPOSALS**

The Chief Procurement Officer will represent and act for the City in all matters pertaining to this proposal and contract in conjunction therewith.

### **1.2. ECONOMIC DISCLOSURE STATEMENT(S), AFFIDAVIT(S) AND APPENDIX A**

The Contractor shall complete an online EDS prior to the submitting the final contract documents. If you are unable to complete the online EDS and print a Certificate of Filing prior to the submitting the final contract documents, the City will accept a paper EDS provided written justification is provided explaining your good faith efforts to complete it and the reasons why it could not be completed.

### **1.3. TAXES**

Federal Excise Tax does not apply to materials purchased by the City of Chicago by virtue of Exemption Certificate No. 36-6005820 and State of Illinois Sales Tax does not apply by virtue of Exemption Certificate No. E9998-1874-07. Illinois Retailers Occupation Tax, Use Tax, and Municipal Retailers Occupation Tax do not apply to materials or services purchased by the City of Chicago by virtue of Statute. The price or prices quoted herein shall include all other Federal and/or State, direct and/or indirect taxes which apply. The prices quoted herein shall comply with all Federal laws and regulations.

### **1.4. ORDER OF PRECEDENCE OF COMPONENT CONTRACT PARTS**

The order of precedence of the component contract parts will be as follows:

1. General Conditions.
2. Special Conditions.
3. Plans or City Drawings, if any.
4. Detailed Specifications.
5. Standard Specifications of the City, State or Federal Government, if any.

The foregoing order of precedence will govern the interpretation of the contract in all cases of conflict or inconsistency therein, except as may be otherwise expressly provided by the City.

### **1.5. NOTICES**

All communications and notices to the City herein provided for will be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the Commissioner of the using department by name and address listed on the cover hereof, and to the Chief Procurement Officer, Room 403, City Hall, 121 N. LaSalle Street, Chicago, Illinois 60602.

All communications and notices to the proposer, unless otherwise provided for, will be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the proposer by name and address listed on the proposal hereof.

## **1.6. NON-DISCRIMINATION**

### **A. Federal Requirements**

It is an unlawful employment practice for the Contractor (1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, or the terms, conditions, or privileges of his employment, because of such individuals race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individuals race, color, religion, sex, age, handicap or national origin.

Contractor must comply with The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (1988), as amended. Attention is called to: Exec. Order No. 11,246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000(e) note, as amended by Exec. Order No. 11,375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12,086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. sec. 6101-6106 (1988); Rehabilitation Act of 1973, 29 U.S.C. sec. 793-794 (1988); Americans with Disabilities Act, 42 U.S.C. sec. 12102 et seq.; and 41 C.F.R. Part 60 et seq. (1990); and all other applicable federal laws, rules, regulations and executive orders.

### **B. State Requirements**

Contractor must comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1992), as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, 445 Ill. Admin. Code '750 Appendix A. Furthermore, the Contractor must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq. (1992), as amended; and all other applicable state laws, rules, regulations and executive orders.

### **C. City Requirements**

Contractor must comply with the Chicago Human Rights Ordinance, Ch. 2-160, Section 2-160-010 et seq. of the Chicago Municipal Code (1990), as amended; and all other applicable municipal code provisions, rules, regulations and executive orders. Further, Contractor must furnish or shall cause each of its subcontractor(s) to furnish such reports and information as requested by the Chicago Commission on Human Relations.

## **1.7. INDEMNITY**

Contractor must defend, indemnify, keep and hold harmless the City, its officers, representatives, elected and appointed officials, agents and employees from and against any and all Losses, including those related to:

1. injury, death or damage of or to any person or property;
2. any infringement or violation of any property right (including any patent, trademark or copyright);

3. failure to pay or perform or cause to be paid or performed Contractors covenants and obligations as and when required under this Contract or otherwise to pay or perform its obligations to any subcontractor;
4. the City's exercise of its rights and remedies under this Contract; and
5. injuries to or death of any employee of Contractor or any subcontractor under any workers compensation statute.

**"Losses"** means, individually and collectively, liabilities of every kind, including Losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which in any way arise out of or relate to the acts or omissions of Contractor, its employees, agents and subcontractors.

At the City Corporation Counsels option, Contractor must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Contractor of any of its obligations under this Contract. Any settlement must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.

To the extent permissible by law, Contractor waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any Losses, including any claim by any employee of Contractor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision (such as, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute.

The indemnities in this section survive expiration or termination of this Contract for matters occurring or arising during the term of this Contract or as the result of or during the Contractors performance of services beyond the term. Contractor acknowledges that the requirements set forth in this section to indemnify, keep and save harmless and defend the City are apart from and not limited by the Contractor's duties under this Contract, including the insurance requirements set forth in the Contract.

## **1.8. EMPLOYMENT**

The Contractor must comply with AN ACT to give preference to the veterans of the United States military and naval service in appointments and employment upon public works, by, or for the use of, the State of its political subdivisions, approved June 12, 1935, as amended. Attention is called to Chapter 126-1/2, Section 23, Ill. Rev. Stats. 1987.

## **1.9. SAFETY AND LOSS CONTROL**

The Contractor, its agents, employees, material suppliers and subcontractors, will perform all work on the project in a safe and responsible manner. The Contractor, its agents, employees, material suppliers, and subcontractors, are required to maintain compliance with all local, state, and federal regulatory requirements and current versions of applicable consensus standards (incorporated by reference), pertaining to the work being performed. This includes, but is not limited to the requirements of the City of Chicago Municipal Code, Illinois Department of Labor (IDOL), Illinois Environmental Protection Agency (ILEPA),

Illinois Department of Transportation (IDOT), the Occupational Safety and Health Administration (OSHA), Department of Transportation (DOT), and the Environmental Protection Agency (EPA), where applicable.

Minimum requirements of the Contractors' accident prevention program include, but are not limited to the following:

1. Implementation of an **Accident/Incident Reporting Program**, which includes first-aid and injury treatment procedures at the job site and the use of the nearest medical facility. The Program must also include procedures for reporting incidents involving near misses and damage to City property. Procedures must ensure that injured or medically ill persons receive prompt first-aid and/or medical treatment and that every accident/incident occurring on City property is promptly reported to Contract Management and the Director.
2. A training program that includes safety and the identification of worksite hazards.
3. Conducting inspections pertaining to the work and activities being performed, to identify potential hazards and determine the actions required in correcting those hazards and providing a method of recording and monitoring the conditions, to ensure that those corrective actions are implemented.
4. The Contractor must require each Equipment Operator to conduct and document a safety inspection on his/her equipment at the start of each shift of operation on City property. This inspection must take place prior to operation of the equipment on City property, in order to ensure that defective or malfunctioning equipment is not utilized. The items included in the inspection must be consistent with the recommendations found in the equipment manufacturers' operator's manual. The Contractor must ensure that the completed inspection checklist is available for review by City personnel upon request.
5. Standard operating procedures, applicable directives, rules and regulations, which promote rather than discourage safe operating procedures, (i.e., encouraging employees to report unsafe conditions, to participate in investigations, and to report all work related injuries and illnesses).
6. Development of an **Emergency Evacuation/Disaster Control Plan** consistent with the requirements of the City of Chicago. The plan must include applicable names and telephone numbers of Contract Management. The Contractor must communicate the contents of the plan to its employees and subcontractors. The Contractor's employees and subcontractors must be trained in the use of the emergency procedures. Copies of the plan must be provided to the Director.
7. The ability to produce applicable records, evidencing compliance with **OSHA's Bloodborne Pathogens Standard** when requested. This will include, but is not limited to Contractor records pertaining to applicable employee training, engineering/work practice controls (i.e., written procedures providing instructions on handling contaminated materials), personal protective equipment, and recordkeeping.
8. All maintenance, hauling and disposal operations must be so conducted as to cause a minimum amount of dust, noise, exposure to any and all hazardous materials, and inconvenience to the normal activities of the occupants of the property, pedestrians and buildings in the vicinity of the Work. The Contractor is responsible for conducting operations in such a manner as to prevent debris from being left in the public way and must provide clean up as required by the Director and applicable regulatory requirements. Whenever the Director determines any type of operation or activities constitutes a nuisance, the Contractor must immediately proceed to conduct its operations in an approved manner.

9. **Material Safety Data Sheets (MSDS)** must be submitted with this proposal for any substance described in the Illinois "Toxic Substances Disclosure Act" regardless of the quantity involved. The delivery, storage, handling, and use of the substances must comply with all applicable regulatory requirements at all times. The Contractor must also furnish Material Safety Data Sheets at the time the materials are delivered. The Contractor, its agents, employees, material suppliers and subcontractors, handling the substances in any way, must be familiar with and follow safe practices pertaining to the use of the materials at all times.

10. The Contractor must, at all times, conduct the Work in such a manner as to ensure the least obstruction to vehicular and pedestrian traffic. Normal vehicular and pedestrian traffic on all adjacent streets, bridges, overpass structures, and ramps must be maintained at all times during the performance of the Work.

11. Whenever any part of an area is obstructed or closed to traffic, due to the work being performed under this Contract, the Contractor must provide, erect, and maintain at its own cost and expense, all of the approved barricades, partitions, signs, lights, and reflectors, necessary to provide safe and convenient travel around the work area. The Contractor must also provide, at its own expense, any safety equipment that may be required for warning and directing pedestrian and vehicle traffic.

12. The Contractor will be held responsible for all damage or injury, even though barricades, signs, lights and reflectors are furnished as herein specified. At final completion of the Work, the Contractor must remove the temporary partitions, barricades, signs, lights and reflectors, and restore the area to its original condition to the satisfaction of the Director.

13. The Contractor must furnish, maintain, and be solely responsible for all equipment such as biohazard spill/cleanup kits and related personal protective equipment, disposal containers, red plastic biohazard bags, tanker trucks, hydraulic lifts, ramps, hoists, trucks and similar items required for proper execution of the Work. All such equipment, supplies and apparatus must conform to all requirements of Federal, State, and local laws concerning the safety and protection of employees and to any and all rules, regulations, and directions of the City; and all other authorities having jurisdiction over same.

If the Director calls the Contractor's attention to any violation of the regulatory requirements of OSHA, DOT, EPA, the City of Chicago Municipal Code, IDOT, IDOL, or ILEPA (current and amended versions), work shall be immediately suspended and all personnel removed from the hazard until the violation has been remedied.

The Contractor's attention is directed to the Health and Safety Act of the State of Illinois, 8209 ILCS 225/3 et seq. The rules pursuant to this Act are on file with the Secretary of State of Illinois and are identical in every respect with the standards in effect under the Federal OSHA law, pursuant to orders of the Illinois Industrial Commission. The Federal and State standards require that the Contractor provide reasonable protection to the lives, health, and safety of all persons employed under this Contract. Such act and rules and the applicable parts thereof must be considered as part of this Contract.

Contractors must also comply with the safety and health requirements of the Director. The Director may at any time, require additional provisions, if such are deemed necessary for public safety or convenience.

The Contractor and subcontractors must be directly responsible for compliance therewith on the part of its agents, employees, and material suppliers. The Contractor and subcontractors must directly receive, respond to, defend and be responsible for all citations, assessments, fines or penalties, which may be incurred by reason of its failure on the part of its agents, employees, or material suppliers to so comply.

## 1.10. LIVING WAGE ORDINANCE

- A. Section 2-92-610 of the Municipal Code of Chicago provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers, and clerical workers ("Covered Employees"). Accordingly, pursuant to Section 2-92-610 and regulations promulgated thereunder:
1. if the Contractor has twenty-five (25) or more full-time employees, and
  2. if at any time during the performance of the contract the Contractor and/or any subcontractor or any other entity that provides any portion of the Services (collectively "Performing Parties") uses twenty-five (25) or more full-time security guards, or any number of other full-time Covered Employees, then
  3. The Contractor must pay its Covered Employees, and must assure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "Base Wage") for all work performed pursuant to the Contract.
- B. The Contractor's obligation to pay, and to assure payment of, the Base Wage will begin at any time during the Contract term when the conditions set forth in A.1 and A.2 above are met, and will continue thereafter until the end of the Contract term.
- C. As of July 1, 2011, the Base Wage is \$11.18 per hour. Each July 1st, thereafter the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four (4) as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four (4) divided by two thousand (2000) hours or the current base wage, whichever is higher. At all times during the term of this Contract, Contractor and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for work or services done under this Contract, and the prevailing wages for Covered Employees are higher than the Base Wage, then the Contractor must pay the prevailing wage rates.
- D. The Contractor must include provisions in all subcontracts requiring its subcontractors to pay the Base Wage to Covered Employees. The Contractor agrees to provide the City with documentation acceptable to the Chief Procurement Officer demonstrating that all Covered Employees, whether employed by the Contractor or by a subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit the Contractor and/or subcontractors to verify compliance herewith. Failure to comply with the requirements of this Section will be an event of default under this Contract, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to three (3) years.
- E. Not-for-Profit Corporations: If the Contractor is a corporation having Federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions of Section A through D above do not apply.

### **1.11. COOPERATION BETWEEN CONTRACTORS**

Unless otherwise provided in Special Conditions, if separate contracts are let for work within or adjacent to the project site as may further be hereinafter detailed in the contract documents, each Contractor must conduct his work so as not to interfere with or hinder the progress of completion of the work being performed by other contractors.

Each Contractor involved must assume all liability, financial or otherwise, in connection with his contract, and shall protect and save harmless the City from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced by him because of the presence and operations of other contractors working within the limits of the same improvement. Each Contractor must assume all responsibility for all work not completed or accepted because of the presence and operations of the other contractors.

The Contractor must as far as possible, arrange his work and place and dispose of the materials being used, so as not to interfere with the operations of the other contractors within or adjacent to the limits of the project site. Contractor must join his work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

### **1.12. SUBLETTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS**

No contract will be assigned or any part of the same sub-contracted without the written consent of the Chief Procurement Officer; but in no case will such consent relieve the Contractor from his obligations, or change the terms of the contract.

The Contractor will not transfer or assign any contract funds or claims due or to become due without the written approval of the Chief Procurement Officer having first been obtained.

The transfer or assignment of any contract funds either in whole or in part, or any interest therein, which will be due or to become due to the Contractor, will cause the annulment of said transfer or assignment so far as the City is concerned.

### **1.13. SUBCONTRACTORS**

The Contractor must notify the Chief Procurement Officer, in writing, of the names of all subcontractors to be used and will not employ any that the Chief Procurement Officer may object to.

The Contractor will not subcontract any portion of the services or work to be performed hereunder without the prior written consent of the Chief Procurement Officer. The Subcontracting of the services or work or any portion thereof without the prior written consent of the Chief Procurement Officer will be null and void. The Contractor will not make any substitution of a subcontractor without the written consent of the Chief Procurement Officer. The substitution of a subcontractor without the prior written consent of the Chief Procurement Officer will be null and void. The Chief Procurement Officer's consent will not relieve the Contractor from any of its obligations under the Contract.

The Contractor will subcontract with only competent and responsible subcontractors. If, in the judgment of the Commissioner or the Chief Procurement Officer, any subcontractor is careless, incompetent, violates safety or security rules, obstructs the progress of the services, acts contrary to instructions, acts improperly, is not responsible, is unfit, is incompetent, violates any laws applicable to this Contract, or fails to follow the requirements of this Contract, then the Contractor will, immediately upon notice from the Commissioner or the Chief Procurement Officer, discharge or otherwise remove such subcontractor.

#### **1.14. SUBCONTRACTORS WITH DISABILITIES**

The City encourages Contractors to use Subcontractors that are firms owned or operated by individuals with disabilities, as defined by Section 2-92-586 of the Municipal Code of the City of Chicago, where not otherwise prohibited by federal or state law.

#### **1.15. SUBCONTRACTOR PAYMENTS**

Contractor must submit a status report of Subcontractor payments with each invoice for the life of the contract on the "Subcontractor Payment Certification" form required by the City. The form can be downloaded from the City's website at [http://egov.cityofchicago.org/webportal/COCWebPortal/COC\\_EDITORIAL/subcompliance.pdf](http://egov.cityofchicago.org/webportal/COCWebPortal/COC_EDITORIAL/subcompliance.pdf).

The statement must list the following for Contractor and for each Subcontractor and supplier for the period for which payment is requested:

- (i) Total amount invoiced by the Contractor for the prior month;
- (ii) The name of each particular Subcontractor or supplier utilized during the prior month;
- (iii) Indication if the Subcontractor or supplier is acting as an MBE, WBE, DBE, or non-certified firm on this contract;
- (iv) The vendor/supplier number of each Subcontractor or supplier;
- (v) Total amount invoiced that is to be paid to each Subcontractor or supplier.

If a Subcontractor has satisfactorily completed its services, or provided specified materials in accordance with the requirements of the Contract, Contractor must pay Subcontractor for such work or materials within fourteen (14) calendar days of Contractor receiving payment from the City.

#### **1.16. SUPERVISION**

The Contractor must personally supervise the work or will have a competent person at the site at all times to act for Contractor.

#### **1.17. PLANS OR DRAWINGS AND SPECIFICATIONS CO-OPERATIVE**

Plans or drawings mentioned in the specifications will be so considered that any material shown on plans or drawings and not therein specified, or material therein specified and not shown on plans or drawings, will be executed by the Contractor the same as though it were both shown and specified.

### **1.18. PERMITS**

Unless otherwise provided in the Special Conditions, the Contractor must take out, at Contractor's own expense, all permits and licenses necessary to carry out the work described in this contract.

### **1.19. AUDITS**

The City may in its sole discretion audit the records of Contractor or its Subcontractors, or both, at any time during the term of this Contract or within five (5) years after the Contract ends, in connection with the goods, work, or services provided under this Contract. Each calendar year or partial calendar year is considered an audited period. If, as a result of such an audit, it is determined that Contractor or any of its Subcontractors has overcharged the City in the audited period, the City will notify Contractor. Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges and also some or all of the cost of the audit, as follows:

- A. If the audit has revealed overcharges to the City representing less than five percent (5%) of the total value, based on the contract prices, of the goods, work, or services provided in the audited period, then the Contractor must reimburse the City for fifty percent (50%) of the cost of the audit and fifty percent (50%) of the cost of each subsequent audit that the City conducts;
- B. If, however, the audit has revealed overcharges to the City representing five percent (5%) or more of the total value, based on the contract prices, of the goods, work, or services provided in the audited period, then Contractor must reimburse the City for the full cost of the audit and of each subsequent audit.

Failure of Contractor to reimburse the City in accordance with A or B above is an event of default under this Contract, and Contractor will be liable for all of the City's costs of collection, including any court costs and attorneys fees.

### **1.20. TIME AND PROGRESS**

It is understood and agreed that TIME IS OF THE ESSENCE OF CONTRACT, and the Contractor agrees to begin actual work covered by this contract in conformity with the provisions set forth herein and to prosecute the same with all due diligence, so as to complete the entire work under this contract within the calendar days stipulated after the date for commencement of work as specified in the written notification to the Contractor from the Commissioner, using double shift and holiday work when necessary.

Unless otherwise provided in Special Conditions, the Contractor must submit to the Commissioner for approval, within five (5) calendar days after the effective date of this contract, a TIME SCHEDULE for performing operations under this contract which will insure the satisfactory completion of the entire work within the time hereinafter specified. When approved and accepted by the Commissioner, the Contract shall prosecute the work under this contract so that the actual work completed shall be not less than required by such approved TIME SCHEDULE for performing operations under this contract which will insure the satisfactory completion of the entire work within the time hereinafter specified. When approved and accepted by the Commissioner, the Contractor shall prosecute the work under this contract so that the actual work completed shall be not less than required by such approved TIME SCHEDULE.

If the rate of progress be such that the total amount of work accomplished by the Contractor within any time mentioned in such approved TIME SCHEDULE is less than the amount therein specified to be completed within such time, then the Chief Procurement Officer may declare this contract in default as provided herein.

#### **1.21. PROVISIONS RELATIVE TO DELAY**

Should the Contractor be obstructed or delayed in the commencement, prosecution or completion of the work under this contract by any act or delay of the City or by order of the Commissioner, howsoever caused, then the time herein fixed for the completion of said work will be extended for a period equivalent to the time lost by reason of such acts or delays of the City or orders of the Commissioner.

It is otherwise understood that no extension of time will be granted to the Contractor unless Contractor, immediately upon knowledge of the causes of an unavoidable delay, first notifies the Commissioner and Chief Procurement Officer in writing, stating the approximate number of days he expects to be delayed.

The Contractor must also make a request in writing to the Commissioner and Chief Procurement Officer for an extension of time within ten (10) calendar days after the cessation of the delay. Compliance by the Contractor with the requirements set forth in this paragraph are conditions precedent to the granting of an extension of time and it is hereby agreed that in case of failure to comply with said requirements, the Contractor shall not be entitled to an extension of time.

The Chief Procurement Officer and the Commissioner will determine the number of days, if any, that the Contractor has been delayed. Such determination when approved and authorized in writing by the Mayor, Comptroller and the Chief Procurement Officer, will be final and binding.

It is further expressly understood and agreed that the Contractor shall not be entitled to any damages or compensation from the City, or be reimbursed for any loss or expense on account of any delay or delays resulting from any of the causes aforesaid.

#### **1.22. PRICE REDUCTION**

If at any time after the date of the bid or offer the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the contract for the duration of the contract period (or until the price is further reduced). Such price reduction will be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a general price reduction will mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this contract. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a general price reduction under this provision. The Contractor must invoice the ordering offices at such reduced prices indicating on the invoice that the reduction is pursuant to the Price Reduction provision of the contract documents. The Contractor, in addition, must within ten (10) calendar days of any general price reduction notify the Chief Procurement Officer of the City of Chicago of

such reduction by letter. Failure to do so may require termination of the contract. Upon receipt of any such notice of a general price reduction all ordering offices will be duly notified by the Chief Procurement Officer.

The Contractor must furnish, within ten (10) calendar days after the end of the contract period, a statement certifying either:

1. that no general price reduction, as defined above, was made after the date of the bid or offer; or
2. if any such general price reductions were made, that is provided above, they were reported to the Chief Procurement Officer within ten (10) calendar days, and ordering offices were billed at the reduced prices.

Where one or more such general price reductions were made, the statement furnished by the Contractor must include with respect to each price reduction:

1. the date when notice of any such reduction was issued;
2. the effective date of the reduction; and
3. the date when the Chief Procurement Officer was notified of any such reduction.

### **1.23. PROHIBITION ON CERTAIN CONTRIBUTIONS – MAYORAL EXECUTIVE ORDER NO. 05-1**

Contractor agrees that Contractor, any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Contractor's Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Contractor and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee (i) after execution of this bid, proposal or Agreement by Contractor, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Contractor and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

Contractor represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached the Contractor or the date the Contractor approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Contractor agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

Contractor agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 05-1.

Contractor agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 05-1 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Contractor violates this provision or Mayoral Executive Order No. 05-1 prior to award of the Agreement resulting from this specification, the Chief Procurement Officer may reject Contractor's bid.

For purposes of this provision:

"Bundle" means to collect contributions from more than one source which are then delivered by one person to the Mayor or to his political fundraising committee.

"Other Contract" means any other agreement with the City of Chicago to which Contractor is a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the city council.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are "Domestic Partners" if they satisfy the following criteria:

- A. they are each other's sole domestic partner, responsible for each other's common welfare; and
- B. neither party is married; and
- C. the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- D. each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
- E. two of the following four conditions exist for the partners:
  1. The partners have been residing together for at least 12 months.
  2. The partners have common or joint ownership of a residence.
  3. The partners have at least two of the following arrangements:
    - a. joint ownership of a motor vehicle;
    - b. a joint credit account;
    - c. a joint checking account;
    - d. a lease for a residence identifying both domestic partners as tenants.

4. Each partner identifies the other partner as a primary beneficiary in a will.

"Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal code of Chicago, as amended.

#### **1.24. CONFLICTS OF INTEREST**

No member of the governing body of the City of Chicago or other unit of government and no other officer, employee or agent of the City of Chicago or other unit of government who exercises any functions or responsibilities in connection with the carrying out of the project will have any personal or financial interests, direct or indirect, in the contract.

The Contractor covenants that he presently has no interest and will not acquire any interest, direct or indirect, in the project to which the contract pertains which would conflict in any manner or degree with the performance of its work hereunder. The Contractor further covenants that in its performance of the contract no person having any such interest shall be employed.

#### **1.25. DISCLOSURE OF OWNERSHIP**

Pursuant to Chapter 2-154 of the Municipal Code of the City of Chicago, any person, business entity or agency submitting a bid or proposal to or contracting with the City of Chicago will be required to complete the Disclosure of Ownership Interests in the attached Economic Disclosure Statement and Affidavit. Failure to provide complete or accurate disclosure will render this Agreement voidable.

#### **1.26. DISCLOSURE OF RETAINED PARTIES - EXECUTIVE ORDER 97-1**

The proposer is required to execute the Disclosure of Retained Parties Section of the Economic Disclosure Statement and Affidavit required by Executive Order 97-1. Refusal to execute the Disclosure of Retained Parties section of the Economic Disclosure Statement and Affidavit will result in the Chief Procurement Officer declaring the proposer non-responsible.

#### **1.27. GOVERNMENTAL ETHICS ORDINANCE**

Contractor must comply with Chapter 2-156 of the Municipal Code of Chicago, Governmental Ethics, including but not limited to Section 2-156-120 of this Chapter pursuant to which no payment, gratuity or offer of employment will be made in connection with any City contract, by or on behalf of a subcontractor to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of this Chapter will be voidable as to the City.

#### **1.28. CHAPTER 2-26 OF THE MUNICIPAL CODE OF CHICAGO, OFFICE OF COMPLIANCE**

It is the duty of any bidder, proposer, Consultant, Contractor, all Subcontractors, and every applicant for certification of eligibility for a City Agreement or program, and all officers, directors, agents, partners and employees of any bidder, proper, consultant or such applicant to cooperate with the Office of Compliance in any investigation or audit pursuant to

Chapter 2-26 of the Municipal Code of Chicago. The Consultant understands and will abide by all provisions of Chapter 2-26 of the Municipal Code of Chicago. All subcontracts will inform Subcontractors of this provision and require understanding and compliance with it.

### **1.29. CHAPTER 2-56 OF THE MUNICIPAL CODE OF CHICAGO, OFFICE OF INSPECTOR GENERAL**

It is the duty of any bidder, proposer, or Contractor, all subcontractors, and every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners, and employees of any bidder, proposer, contractor, or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Chicago Municipal Code. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago. Contractors must inform subcontractors of this provision and require understanding and compliance herewith.

### **1.30. SECTION 2-92-380 OF THE MUNICIPAL CODE OF CHICAGO**

- a. In accordance with Section 2-92-380 of the Municipal Code of Chicago and in addition to any other rights and remedies (including any of set-off) available to the City of Chicago under the contract or permitted at law or in equity, the City will be entitled to set off a portion of the contract price or compensation due under the contract, in an amount equal to the amount of the fines and penalties for each outstanding parking violation complaint and the amount of any debt owed by the contracting party to the City. For purposes of this section, outstanding parking violation complaint means a parking ticket, notice of parking violation, or parking violation complaint on which no payment has been made or appearance filed in the Circuit Court of Cook County within the time specified on the complaint. debt means a specified sum of money owed to the City for which the period granted for payment has expired.
- b. Notwithstanding the provisions of subsection (a), above, no such debt(s) or outstanding parking violation complaint(s) will be offset from the contract price or compensation due under the contract if one or more of the following conditions are met:
  1. the contracting party has entered into an agreement with the Department of Revenue, or other appropriate City department, for the payment of all outstanding parking violation complaints and debts owed to the City and the Contracting party is in compliance with the agreement; or
  2. the contracting party is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or
  3. the contracting party has filed a petition in bankruptcy and the debts owed the City are dischargeable in bankruptcy.

### **1.31. SECTION 11-4-1600(E) OF THE MUNICIPAL CODE OF CHICAGO**

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Contractor warrants and represents that it, and to the best of its knowledge, its Subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):

7-28-390 Dumping on public way;

7-28-440 Dumping on real estate without permit;  
11-4-1410 Disposal in waters prohibited;  
11-4-1420 Ballast tank, bilge tank or other discharge;  
11-4-1450 Gas manufacturing residue;  
11-4-1500 Treatment and disposal of solid or liquid ;  
11-4-1530 Compliance with rules and regulations required;  
11-4-1550 Operational requirements; and  
11-4-1560 Screening requirements.

During the period while this Contract is executory, Contractor's or any Subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Contract, constitutes a breach of and an event of default under this Contract, for which the opportunity to cure, if curable, will be granted only at the sole discretion of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the Contract, at law or in equity.

This section does not limit the Contractor's and its Subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Contract.

Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Contract, and may further affect the Contractor's eligibility for future contract awards.

### **1.32. BUSINESS RELATIONSHIPS WITH ELECTED OFFICIALS**

Pursuant to Section 2-156-030(b) of the Municipal Code of the City of Chicago, it is illegal for any elected official of the city, or any person acting at the direction of such official, to contact, either orally or in writing, any other city official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any city council committee hearing or in any city council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. Violation of Section 2-156-030(b) by any elected official with respect to this contract will be grounds for termination of this contract. The term business relationship is defined as set forth in Section 2-156-080 of the Municipal Code of Chicago.

Section 2-156-080 defines a business relationship as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; provided, however, a financial interest shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the city; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance

company. A contractual or other private business dealing will not include any employment relationship of an officials spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the city.

### **1.33. NON-COLLUSION, BRIBERY OF A PUBLIC OFFICER OR EMPLOYEE**

Contractor, in performing under this contract shall comply with the Municipal Code of Chicago, Section 2-92-320, as follows:

No person or business entity shall be awarded a contract or sub-contract if that person or business entity: (a) has been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, or any agency of the federal government or of any state or local government in the United States, in that officers or employee's official capacity; or (b) has been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise; or (c) has made an admission of guilt of such conduct described in (a) or (b) above which is a matter of record but has not been prosecuted for such conduct.

For purposes of this section, where an official, agent or employee of a business entity has committed any offense under this section on behalf of such an entity and pursuant to the direction or authorization of a responsible official thereof, the business entity will be chargeable with the conduct. One business entity will be chargeable with the conduct of an affiliated agency.

Ineligibility under this section will continue for three (3) years following such conviction or admission. The period of ineligibility may be reduced, suspended, or waived by the Chief Procurement Officer under certain specific circumstances. Reference is made to Section 2-92-320 for a definition of affiliated agency, and a detailed description of the conditions which would permit the Chief Procurement Officer to reduce, suspend, or waive the period of ineligibility.

### **1.34. MACBRIDE PRINCIPLES ORDINANCE**

The City of Chicago through the passage of the MacBride Principles Ordinance seeks to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland.

In accordance with Section 2-92-580 of the Municipal Code of Chicago, if the primary Contractor conducts any business operations in Northern Ireland, it is hereby required that the Contractor will make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

The provisions of this Section will not apply to contracts for which the City receives funds administered by the United States Department of Transportation (DOT) except to the extent Congress has directed that the Department of Transportation (DOT) not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles for Northern Ireland, or to the extent that such funds are not otherwise withheld by the Department of Transportation (DOT).

### **1.35. CONTRACTOR CERTIFICATION**

The Contractor or each joint venture partner, if applicable, must complete the appropriate subsections in the attached Economic Disclosure Statement and Affidavit (the Affidavit) under: Certification by applicant, which certifies that the Contractor or each joint venture partner, its agents, employees, officers and any subcontractors (a) have not been engaged in or been convicted of bribery or attempted bribery of a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States or engaged in or been convicted of bid-rigging or bid-rotation activities as defined in this section as required by the Illinois Criminal Code; (b) do not owe any debts to the State of Illinois, in accordance with 65 ILCS 5/11-42.1-1 and (c) are not presently debarred or suspended; Certification Regarding Environmental Compliance; Certification Regarding Ethics and Inspector General; and Certification Regarding Court-Ordered Child Support Compliance.

### **1.36. COMPLIANCE WITH CHILD SUPPORT ORDERS ORDINANCE**

The Child Support Arrearage Ordinance, Municipal Code of Chicago, Section 2-92-415, furthers the City's interest in contracting with entities which demonstrate financial responsibility, integrity and lawfulness, and finds that it is especially inequitable for Contractors to obtain the benefits of public funds under City contracts while its owners fail to pay court-ordered child support, and shift the support of their dependents onto the public treasury.

In accordance with Section 2-92-415 of the Municipal Code of Chicago, if the Circuit Court of Cook County or an Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owner in arrearage on their child support obligations and: (1) a one such Substantial Owner has not entered into a court-approved agreement for the payment of all such child support owed, or (2) a Substantial Owner is not in compliance with a court-approved agreement for the payment of all such child support owed, (see Certification of Compliance with Child Support Orders in Economic Disclosure Statement and Affidavit), then:

For purposes of this section, "SUBSTANTIAL OWNER" means any person who owns or holds a ten percent (10%) or more percentage of interest in the proposer; where the proposer is an individual or sole proprietorship, substantial owner means that individual or sole proprietorship.

"PERCENTAGE OF INTEREST" includes direct, indirect and beneficial interests in the Contractor. Indirect or beneficial interest means that an interest in the Contractor is held by a corporation, joint venture, trust, partnership, association, estate or other legal entity, in which the individual holds an interest, or by agent(s) or nominee(s) on behalf of an individual or entity. For example, if Corporation B holds or owns a twenty percent (20%) interest in Contractor, and an individual or entity has a fifty percent (50%) or more percentage of interest in Corporation B, then such individual or entity indirectly has a ten percent (10%) or more percentage of interest in the Contractor. If Corporation B is held by another entity, then this analysis similarly must be applied to that next entity.

The provisions of this Section will only apply where not otherwise prohibited by federal, state or local law.

### **1.37. FEDERAL TERRORIST (NO-BUSINESS) LIST**

Contractor warrants and represents that neither Contractor nor an Affiliate, as defined below, appears on the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List, or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment.

"Affiliate" means a person or entity which directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with Contractor. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity, either acting individually or acting jointly or in concert with others, whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

### **1.38. COMPLIANCE WITH ALL LAWS**

Contractor must observe and comply with all applicable federal, state, county and municipal laws, statutes, regulations, codes, ordinances and executive orders, in effect now or later and whether or not they appear in the Agreement, including those specifically referenced herein or in any of the Contract Documents. Contractor must pay all taxes and obtain all licenses, certificates and other authorizations required in connection with the performance of its obligations hereunder, and Contractor must require all Subcontractors to do so. Failure to do so is an event of default and may result in the termination of this Agreement.

The Contractor understands and will abide by the terms of Chapter 2-55 of the Municipal Code of Chicago.

The Contractor will comply with Section 2-154-020 of the Municipal Code of Chicago.

Failure by the Contractor or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code of Chicago shall be grounds for termination of this Contract.

### **1.39. INDEPENDENT CONTRACTOR**

(a) This Contract is not intended to and does not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Contractor and the City. The rights and the obligations of the parties are only those set forth in this Contract. Contractor must perform under this Contract as an independent contractor and not as a representative, employee, agent, or partner of the City.

(b) This Contract is between the City and an independent contractor and, if Contractor is an individual, nothing provided for under this Contract constitutes or implies an employer-employee relationship such that:

(i) The City will not be liable under or by reason of this Contract for the payment of any compensation award or damages in

connection with the Contractor performing the Services required under this Contract.

(ii) Contractor is not entitled to membership in any City Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the City.

(iii) The City is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to Contractor.

(c) SHAKMAN

(i) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the August 16, 2007 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United State District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(ii) Contractor is aware that City policy prohibits City employees from directing any individual to apply for a position with Contractor, either as an employee or as a subcontractor, and from directing Contractor to hire an individual as an employee or as a subcontractor. Accordingly, Contractor must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Contractor under this Agreement are employees or subcontractors of Contractor, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Contractor.

(iii) Contractor will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Contract, or offer employment to any individual to provide services under this Contract, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Contract, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(iv) In the event of any communication to Contractor by a City employee or City official in violation of Section 9.9(c)(ii) above, or advocating a violation of Section 9.9(c)(iii) above, Contractor will, as

soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the relevant City Department utilizing services provided under this Contract.

#### **1.40. INSPECTOR GENERAL AND LEGISLATIVE INSPECTOR GENERAL**

It is the duty of any bidder, proposer or Contractor, all Subcontractors, every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners and employees of any bidder, proposer, Contractor, Subcontractor or such applicant to cooperate with the Inspector General or the Legislative Inspector General in any investigation or hearing, if applicable, undertaken pursuant to Chapters 2-56 or 2-55, respectively, of the Municipal Code. Contractor understands and will abide by all provisions of Chapters 2-56 and 2-55 of the Municipal Code. All subcontracts must inform Subcontractors of the provisions and require understanding and compliance with them.

#### **1.41. COMPLIANCE WITH ENVIRONMENTAL LAWS**

The Contractor will comply with all laws relating to environmental matters including without limitation, those relating to fines, orders, injunctions, penalties, damages, contribution, cost recovery compensation, losses or injuries resulting from the release or threatened release of hazardous materials, special wastes or other contaminants into the environment and to the generation, use, storage, transportation, or disposal of solid wastes, hazard materials, special wastes or other contaminants (collectively, "Environmental Laws") including, but not limited to, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Department of Transportation Regulations, the Hazardous Materials Transportation Act, the Clean Air Act, the National Emission Standards for Hazardous Air Pollutants (40 C.F.R.61.145), and the Municipal Code, as currently in effect and as amended during the course of the contract period.

If any Environmental Laws require the Contractor to file any notice or report of a release or threatened release of hazardous materials, special wastes or other contaminants on, under or about any premises used by Contractor to perform the Services required hereunder, the Contractor shall provide a copy of such report or notice to the City. In the event of a release or threatened release of hazardous materials, special waste or other contaminants into the environment or in the event any claim, demand, action or notice is made against the Contractor regarding the Contractor's failure or alleged failure to comply with any Environmental Laws, the Contractor must immediately notify the City in writing and will provide the City with copies of any written claims, demands, notices or actions so made.

A. As part of its Compliance with All Laws, as set forth hereinabove, Contractor must observe and comply with, inter alia, all Environmental Laws and impose on all Subcontractors all requirements of all environmental Laws. No provision of this Contract limits, or is intended in any way to limit, Contractor's obligation to observe and comply with all Laws, including but not limited to all Environmental Laws.

By entering into this Contract, Contractor acknowledges that many Environmental Laws may apply to the Contract and to Contractor's and Subcontractors' performance of the Work.

By entering into this Contract, Contractor also acknowledges that U.S. EPA, U.S. DOT and other agencies of the federal, state and local governments have issued

and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract or the Work.

Listed below in Section H are requirements of particular concern to the City. By entering into this Contract, Contractor acknowledges and agrees that this list does not constitute the only Environmental Laws that apply or may apply to performance of the Work under this Contract.

Contractor must include the provisions listed in Section H in all subcontracts; and Contractor must additionally include in all subcontracts a statement specifying that the provisions so listed do not constitute the only Environmental Laws that apply or may apply to Subcontractors' performance of and under their subcontracts with Contractor.

By entering into this Contract, Contractor acknowledges and agrees that if Contractor fails to comply with any Environmental Law, the City may terminate this Contract in accordance with the default provisions of this contract. By entering into this Contract, Contractor further acknowledges and agrees that such termination may adversely affect Contractor's eligibility for future contract awards.

**B. Notification of Environmental Claims and of Community Meetings and Media Involvement**

In the event of any claim, demand, action notice of violation or other notice of any kind by any person or any entity of any kind, whatsoever, against Contractor or any Subcontractor regarding Contractor's or any Subcontractor's failure or alleged failure to comply with any Environmental Law ("Environmental Claim"), Contractor must notify the Chief Procurement Officer and Commissioner of the Chicago Department of Environment within twenty-four(24) hours of becoming aware of such Environmental Claim and must also submit a copy of any Environmental Claim to the Chief Procurement Officer and Commissioner of the Chicago Department of Environment within twenty-four(24) hours of receipt of same by Contractor or any Subcontractor.

Contractor must provide evidence to the Chief Procurement Officer and Commissioner of the Chicago Department of Environment that any such Environmental Claim has been addressed to the satisfaction of its issuer or initiator or to the satisfaction of a court or administrative agency having jurisdiction with respect to the claim, demand, action notice of violation or other notice of any kind, or to the satisfaction of the Chief Procurement Officer and Commissioner of the Chicago Department of Environment.

Contractor must notify the Chief Procurement Officer and Commissioner of the Chicago Department of Environment of any community meetings, media involvement or media coverage relating to: any release, alleged release, threatened release, or allegedly threatened release of any substance, matter or thing relating in any way to the Work under this Contract; any loading, transportation/hauling, treatment, storage, disposal or other handling of any materials, including but not limited to any Waste, under this Contract; or otherwise relating to any Environmental Laws or any charge or allegation of violation of or noncompliance with any Environmental Laws, in which Contractor or any Subcontractor is asked or invited to participate. The notice must be provided to the Chief Procurement Officer and Commissioner of the Chicago Department of Environment as early as possible before Contractor or any

Subcontractor participates in any such community meetings, media involvement or media coverage.

C. Releases and Threatened Releases

As part of or in addition to complying with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, in the event of any release or threatened release of any material, including but not limited to Waste, and including but not limited to any Hazardous Waste or Special Waste, relating in any way to any of the Work under this Contract, regardless whether such release or threatened release is caused or contributed to by Contractor, any Subcontractor, or any other person or entity, Contractor must promptly notify the Chief Procurement Officer and Commissioner of the Chicago Department of Environment and provide all pertinent information, including but not limited to the nature, scope, location and sources or causes of the release or threatened release and all actions taken, being taken and to be taken by Contractor and any Subcontractors with respect to the release or threatened release.

If Contractor or any Subcontractor is required pursuant to any Environmental Law to submit or file any notice or report of any kind to any person or entity relating to any release, alleged release, threatened release or allegedly threatened release of any substance, matter or thing relating in any way to any of the Work under this Contract, Contractor must provide a copy of such notice or report to the Chief Procurement Officer and Commissioner of the Chicago Department of Environment at the same time that Contractor or any Subcontractor submits or files the notice or report in accordance with the Environmental Law.

D. Environmental Permits and Other Environmental Records and Reports.

As part of or in addition to complying with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, Contractor must show evidence of, and keep current throughout the term of this Contract, all permits, insurance certificates and other authorizations required by any federal, State, City or other governmental body or agency pursuant to any Environmental Law.

When requested by the Chief Procurement Officer or Commissioner of the Chicago Department of Environment, Contractor must submit copies of any or all permits, insurance certificates and other authorizations required by any Environmental Law.

Copies of all permits, insurance certificates and other authorizations that require periodic renewal must be forwarded to the Chief Procurement Officer and Commissioner of the Chicago Department of Environment throughout the duration of this Contract.

By entering into this Contract, Contractor acknowledges and agrees that noncompliance with these requirements constitutes sufficient cause for termination of this Contract and for declaring Contractor non-responsible in future bids.

In addition to any and all other records and reports that are or may be required by any Environmental Laws, Contractor is required to prepare and maintain proper, accurate and complete records of accounts of all transactions related to the performance of this Contract, including but not limited to:

1. Vehicle maintenance records;
2. Safety and accident reports;
3. IEPA or OSHA manifests;
4. Disposal records, including but not limited to records showing the disposal site used, date, truck number and disposal weight, types of waste, bills of lading, manifests, or other confirmatory receipts signed by a representative of accepting facility for each load of material; and
5. Permit documentation and all other documentation and transactions pertaining to all Environmental Laws.

E. Handling of Materials, Including but Not Limited to Waste

As part of or in addition to complying with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, Contractor is responsible for the proper, lawful handling, including but not limited to treatment, storage, transportation/hauling and disposal, of all materials, including but not limited to all Waste, by Contractor and all Subcontractors.

By entering into this Contract, Contractor acknowledges and agrees that treatment, storage, transportation/hauling, disposal or other handling by a Subcontractor or other third party does not relieve Contractor of its responsibility for proper treatment, storage, transportation/hauling, disposal and other handling of all materials, including but not limited to all Waste.

As part of or in addition to complying with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, all treatment, storage, transportation/hauling, disposal and other handling of any materials, including but not limited to any Waste, must be at a facility that is properly licensed and permitted in accordance with any and all Environmental Laws to accept and treat, store, transport/haul, dispose or otherwise handle the particular materials delivered to it in accordance with all Environmental Laws ("Facility").

As part of or in addition to complying with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, before generating or in any way handling any Waste relating to the Work under this Contract, or allowing any Subcontractor to generate or handle any Waste, Contractor must identify to the Chief Procurement Officer and Commissioner of the Chicago Department of Environment all Facilities to which Contractor has contractual access and for which all required permits and/or licenses have been obtained and are current and valid.

As part of or in addition to complying with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, Contractor must upon request provide the Chief Procurement Officer or Commissioner of the Chicago Department of Environment or his designated representative with copies of all documents, including but not limited to load tickets, manifests, bills of lading, scale tickets, and permits and/or licenses, pertaining to any treatment, storage, transportation/hauling, disposal and other handling of any material, including but not limited to any Waste, by Contractor, any Subcontractor, or any Facility or other third party, that Contractor or any Subcontractor submits to, prepares for, or receives from any Facilities that Contractor uses in the course of its performance of and under this Contract.

If any Facility that Contractor proposes to use does not possess all necessary, current, valid permits and/or licenses to accept the materials to be treated, stored

or disposed of, then Contractor must replace the Facility submitted as part of its bid proposal at no additional cost to the City.

If Contractor disposes of any materials, including but not limited to any Waste, at any site that is not properly permitted, Contractor, by entering into this Contract, acknowledges and agrees that it will be responsible for all costs associated with the removal of the materials to a properly licensed/permitted Facility and for any other costs, including but not limited to any civil or other penalties, damages, fees, charges, litigation costs, attorneys' fees, or other costs of any kind, whatsoever, that apply or may apply as a result of the application or enforcement of any Laws and any response thereto.

As part of or in addition to complying with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, Contractor must verify, in writing, whenever requested by the Chief Procurement Officer or Commissioner of the Chicago Department of Environment, that all materials, including but not limited to Waste, that Contractor or any Subcontractor generates or accepts from the City have been treated, transported/hailed, stored, disposed of or otherwise handled in compliance with all Environmental Laws.

The form for identifying Contractor's Facility(ies) and acknowledging terms and conditions relating thereto that Contractor has executed and attached to this Contract is incorporated by reference (Attachment "B"). In addition to the representations and requirements contained on Attachment B, Contractor acknowledges and agrees that unless otherwise authorized in writing by the Commissioner of the Chicago Department of Environment, Contractor must not use or continue to use any Facility identified on Attachment B that (i) has been cited by any governmental agent or entity as being in violation of any Environmental Law or of any City ordinance of any kind, whatsoever; or (ii) does not have a legally required permit. If only one (1) Facility was identified on Attachment B, Contractor must arrange for a substitute Facility that meets the requirements specified on Attachment B and provide a revised Attachment to the Chief Procurement Officer and Commissioner of the Chicago Department of Environment before transporting/hauling or allowing the transport/hauling of any material, including but not limited to any Waste, to any Facility. Contractor further acknowledges and agrees that any such substitution and any delay or activity of any kind relating to any such substitution is at no additional cost to the City, regardless of the reasons necessitating such substitution.

F. Equipment and Environmental Control During Transport

As part of or in addition to the requirement to observe and comply with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, Contractor must transport/haul all materials, including but not limited to Waste, in vehicles and/or containers that comply with all Environmental Laws; and all equipment used to transport any materials, including but not limited to Waste, must be designed and operated to prevent spillage, leakage, or other release of any kind during the transport operation.

Also as part of or in addition to the requirement to observe and comply with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, all equipment used by Contractor or any Subcontractor must fully comply with all Laws, including but not limited to all Laws pertaining to size, load weight, safety, and including but not limited to any Environmental Laws.

G. Environmental Control

In performing the Work, and as part or in addition to of the requirement to observe and comply with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, Contractor must become thoroughly familiar with all Laws relating to, inter alia, the elimination of excessive noise and pollution of air, water, and soil due to construction and other operations.

As part of or in addition to complying with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, Contractor must employ all reasonable measures to reduce the noise of heavy construction equipment and to control and minimize any dust, smoke, and fumes from construction equipment and other operations on the Work site and any dirt and noise created by heavy truck operations over City streets.

H. Environmental Protection

The purpose of this subsection is to alert Contractor to some of the Environmental Laws that affect or may affect this Contract or Contractor's or Subcontractors' performance of and under same. This subsection does not, and is not intended to, set forth all of the Laws or Environmental Laws with which Contractor must comply. By entering into this Contract, Contractor acknowledges and agrees that this subsection does not and is not intended in any way to limit Contractor's obligation to comply with all Laws, including but not limited to all Environmental Laws, and with all other provisions of this Contract, in performing the Work.

Some, but not all, of the major federal Laws that affect or may affect this Contract or Contractor's or Subcontractors' performance of and under same, are: the National Environmental Policy Act of 1969, as amended, 42 USC §§ 4321 et seq.; the Clean Air Act, as amended, 42 USC §§ 7401 et seq. and scattered sections of 29 USC; the Clean Water Act, as amended, scattered sections of 33 USC and 12 USC; the Resource Conservation and Recovery Act, as amended, 42 USC §§ 6901 et seq.; Toxic Substances Control Act, as amended, 15 USC §§2601 et seq., and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§ 9601 et seq. Contractor and Subcontractors must also comply with, inter alia, 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 USC § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 CFR Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 CFR Part 771 and 49 CFR Part 622.

1. Air Quality. As part of or in addition to complying with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, Contractor must comply with all applicable standards, orders, rules or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401, et seq. This includes, but is not limited to, compliance 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 USC or the Federal Transit Act," 40 CFR Part 51, Subpart T; and

"Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 CFR Part 93; and National Emission Standards for Hazardous Air Pollutants (NESHAP), 40 CFR § 61.145. As part of or in addition to complying with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, Contractor further must report and require each Subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the Chief Procurement Officer and Commissioner of the Chicago Department of Environment and the appropriate U.S. EPA Regional Office.

2. Clean Water. As part of or in addition to complying with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, Contractor must comply with all applicable standards, orders, rules or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 USC §§ 1251 et seq. As part of or in addition to complying with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, Contractor further must report and require each Subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the Chief Procurement Officer and Commissioner of the Chicago Department of Environment and the appropriate U.S. EPA Regional Office.
3. List of Violating Facilities. Contractor acknowledges and agrees that any facility of any kind to be used in the performance of the Contract or to benefit from the Contract must not be listed on the U.S. EPA List of Violating Facilities ("List"), and as part of or in addition to complying with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, Contractor must promptly notify the Chief Procurement Officer and Commissioner of the Chicago Department of Environment if Contractor or any Subcontractor receives any communication from the U.S. EPA that any such facility is under consideration for inclusion on the List.

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, Contractor must use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 CFR Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 USC § 6962.

Waste Handling. As part of or in addition to complying with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, Contractor must comply with all waste handling provisions set out in the Illinois Environmental Protection Act, 415 ILCS 5/1, et seq., the Illinois Administrative Code, and Chapters 7-28 and 11-4 of the Chicago Municipal Code.

#### **1.42. SEVERABILITY**

If any provision of this Contract is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case or in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Contract or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those

circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any case or circumstances, or of rendering any other provision or provisions in this Contract invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Contract or any part of it.

#### **1.43. FALSE STATEMENTS**

False statements made in connection with this Agreement, including statements in, omissions from and failures to timely update the EDS, as well as in any other affidavits, statements or contract documents constitute a material breach of the Agreement. Any such misrepresentation renders the Agreement voidable at the option of the City, notwithstanding any prior review or acceptance by the City of any materials containing a such misrepresentation. In addition, the City may debar Contractor, assert any contract claims or seek other civil or criminal remedies as a result of a misrepresentation (including costs of replacing a terminated Contractor pursuant to Chicago Municipal Ordinance 1-21-010).

#### **1.44. DEFAULT**

If the Contractor fails to begin the work under this contract within the time specified, or fails to perform the work with sufficient workmen and equipment or with sufficient materials to insure the completion of said work within the specified time, or shall perform the work in an unsatisfactory manner, or will neglect or refuse to remove materials or perform anew such work as shall be rejected as defective or unsuitable, or will discontinue the prosecution of the work, or if the Contractor shall become insolvent or be declared bankrupt, or shall commit any act of bankruptcy or insolvency, or will make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the work in an acceptable manner, or fails to comply with any other material term of this Contract, the Chief Procurement Officer will give notice in writing to the Contractor of such failure, delay, neglect, refusal, or default, specifying the same, the Chief Procurement Officer acting for and on behalf of the City may, upon receipt of a written certificate from the Commissioner of the fact of such failure, delay, neglect, refusal, or default and of the failure of the Contractor to comply with such notice, declare the Contractor in default entitling the City to any and all remedies at law or equity, including permitting the City to take over the work, including any or all materials and equipment on the ground as may be suitable and acceptable to the City and may complete the work by or on its own force account, or may enter into a new contract for the completion of the work, by or on its own force account, or may enter in a new contract for the completion of the work, or may use such other methods as in the opinion of the Commissioner will be required for the completion of the work in an acceptable manner. All costs and charges incurred by the City, together with the cost of completing the work, shall be deducted from any moneys due or which may become due on this contract. In case the expense so incurred by the City shall be less than the sum which would have been payable under this contract if it had been completed by the Contractor and had not been forfeited by the City, then the Contractor will be entitled to receive the difference, subject to any claims or liens thereon which may have been filed with the City or any prior assignment filed with it, and in case such expense will exceed the sum which would have been payable under this contract, the Contractor will be liable and shall pay to the City the amount of such excess.

#### **1.45. DISPUTES**

Except as otherwise provided in this Contract, Contractor must and the City may bring any dispute arising under this Contract which is not resolved by the parties to the Chief Procurement Officer for decision based upon the written submissions of the parties. (A copy

of the "Regulations of the Department of Procurement Services for Resolution of Disputes between Contractors and the City of Chicago". Is available in City Hall, 121 N. LaSalle Street, Room 301, Bid and Bond Room.) The Chief Procurement will issue a written decision and send it to the Contractor by mail. The decision of the Chief Procurement Officer is final and binding. The sole and exclusive remedy to challenge the decision of the Chief Procurement Officer is judicial review by means of a common law writ of certiorari.

#### **1.46. COMMITMENT REGARDING BUSINESS ENTERPRISES OWNED BY PEOPLE WITH DISABILITIES (BEPD)**

##### **Policy and Terms**

It is the policy of the City of Chicago that businesses certified as Business Enterprises owned by People with Disabilities (BEPD) in accordance with Section 2-92-337 et seq. of the Municipal Code of Chicago, Regulations Governing Certification of Business Enterprises owned by People with Disabilities, and all other Regulations promulgated under the aforementioned sections of the Municipal Code; shall have the full and fair opportunities to participate fully in the performance of this Agreement. Therefore, the Bidder or Contractor shall not discriminate against any person or business on the basis of disability, and shall take affirmative actions to ensure BEPDs shall have full and fair opportunities to compete for and perform subcontracts for supplies or services.

Failure to carry out the commitments and policies set forth herein shall constitute a material breach of the Contract and may result in the termination of the Contract or such remedy as the City of Chicago deems appropriate.

##### **Definitions**

(a) For purposes of this section only, the following definitions apply:

(1) "Business Enterprises owned by People with Disabilities" or "BEPD" has the same meaning ascribed to it in section 2-92-586.

(2) "Bid incentive" means an amount deducted, for bid evaluation purposes only, from the contract base bid in order to calculate the bid price to be used to evaluate the bid on a competitively bid contract.

(3) "Construction project" has the same meaning ascribed to it in section 2-92-335.

(4) "Contract" means any contract, purchase order, construction project, or other agreement (other than a delegate agency contract or lease of real property or collective bargaining agreement) awarded by the City and whose costs is to be paid from funds belonging to or administered by the City.

(5) "Contract base bid" means the total dollar amount a contractor bids on a contract without factoring any bid incentive or percentage reductions to the bid amount.

(6) "Earned credit" means the amount of the bid incentive allocated to a contractor upon completion of a contract in which the contractor met or exceeded his or her goals for the utilization of BEPDs in the performance of the contract.

(7) "Earned credit certificate" means a certificate issued by the Chief Procurement Officer evidencing the amount of earned credit a contractor has been awarded.

#### Commitments

(b) The Chief Procurement Officer shall award a bid incentive to Contractor for utilization of a BEPD as a prime contractor or subcontractor in accordance with the provisions of this section. The bid incentive shall be earned in the performance of the Contract, provided that the bid incentive earned in the performance of the Contract shall only be applied to a future contract.

(c) (1) Where not otherwise prohibited by federal, state, or local law, the Chief Procurement Officer shall allocate to any qualified bidder the following bid incentive for utilization of a BEPD as a prime contractor or subcontractor in the performance of the contract.

% of total dollar contract amount performed by BEPD	Bid incentive
2 to 5%	½% of the contract base bid
6 to 10%	1% of the contract base bid
11% or more	2% of the contract base bid

The bid incentive shall be calculated and applied in accordance with the provisions of this section. The bid incentive is used only to calculate an amount to be used in evaluating the bid. The bid incentive does not affect the contract price.

(2) As part of the contract close-out procedure, if the Chief Procurement Officer determines that the Contractor has successfully met his or her BEPD utilization goals either as a prime contractor or with subcontractors, the Chief Procurement Officer shall issue an earned credit certificate that evidences the amount of earned credits allocated to the Contractor. The Contractor may apply the earned credits as the bid incentive for any future contract bid of equal or less dollar amount. The earned credit certificate is valid for three years from the date of issuance and shall not be applied towards any future contract bid after the expiration of that period.

The Contractor may apply the earned credit certificate on multiple future contract bids during the three-year period in which the certificate is valid, but may only receive one bid incentive for bid evaluation purposes on one contract award. If the Contractor applies the earned credit certificate on multiple contract bids and is the lowest responsive and responsible bidder on more than one contract bid, the earned credit certificate shall be applied to the contract bid first to be advertised by the Department of Procurement Services, or if multiple contract bids were advertised on the same date, the earned credit certificate shall be applied only to the contract bid with the greatest dollar value.

(d) The Contractor shall maintain accurate and detailed books and records necessary to monitor compliance with this section and shall submit such reports as required by the Chief Procurement Officer, or the commissioner of the supervising department.

Full access to the Contractor's and Subcontractor's records shall be granted to the Chief Procurement Officer, the commissioner of the supervising department, or any duly authorized representative thereof. The Contractor and Subcontractors shall

## 2. CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT (EDS)

### 2.1 Online EDS Filing Required Prior To Bid Opening

The Proposer must complete an online EDS prior to the bid opening date.

**A PROPOSER THAT DOES NOT FILE AN ELECTRONIC EDS PRIOR TO THE BID OPENING WILL BE FOUND NON-RESPONSIVE AND ITS BID WILL BE REJECTED.**

### 2.2 Online EDS Web Link

The web link for the Online EDS is <https://webapps.cityofchicago.org/EDSWeb>

### 2.3 Online EDS Number

Upon completion of the online EDS submission process, the Proposer will be provided an EDS number. Bidders should provide this number here:

EDS Number: 24263

### 2.4 Online EDS Certification of Filing

Upon completion of the online submission process, the Proposer will be able to print a hard copy Certificate of Filing. The Proposer should submit the signed Certificate of Filing with its bid.

**Please insert your Certification of Filing following this page.**

A Proposer that does not include a signed Certificate of Filing with its bid must provide it upon the request of the Chief Procurement Officer.

### 2.5 Preparation Checklist For Registration

To expedite and ease your registration process, we recommend that you collect the following information prior to registering for an Online EDS user account:

1. Invitation number, if you were provided an invitation number.
2. EDS document from previous years, if available.
3. Email address to correspond with the Online EDS system.
4. Company Information:
a. Legal Name
b. FEIN/SSN
c. City of Chicago Vendor Number, if available.
d. Address and phone number information that you would like to appear on your EDS documents.
e. EDS Captain. Check for an EDS Captain in your company - this maybe the person that usually submits EDS for your company, or the first person that registers for your company.



CERTIFICATE OF FILING FOR  
CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 24263

Certificate Printed on: 08/17/2011

Date of This Filing:08/17/2011 09:35 AM

Original Filing Date:08/17/2011 09:35 AM

Disclosing Party: Dunbar Armored, Inc.

Filed by: Ms. Rosemary Ayala

Title:Government Accounts Manager

Matter: Armored Car Services

Applicant: Dunbar Armored, Inc.

Specification #:

Contract #: 11-53-062

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting <https://webapps.cityofchicago.org/EDSWeb> and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.

## PREPARATION CHECKLIST FOR EDS SUBMISSION

To expedite and ease your EDS submission, we recommend that you collect the following information prior to updating your EDS information online.

Items #1 through #7 are needed for both EDS information updates and contract related EDS documents:

- \_\_\_\_\_ Invitation number, if you were provided with an invitation number.
- \_\_\_\_\_ Site address that is specific to this EDS.
- \_\_\_\_\_ Contact that is responsible for this EDS.
- \_\_\_\_\_ EDS document from previous years, if available.
- \_\_\_\_\_ Ownership structure, and if applicable, owners' company information:
  - \_\_\_\_\_ % of ownership
  - \_\_\_\_\_ Legal Name
  - \_\_\_\_\_ FEIN/SSN
  - \_\_\_\_\_ City of Chicago Vendor Number, if available.
  - \_\_\_\_\_ Address
- \_\_\_\_\_ List of directors, officers, titleholders, etc. (if applicable).
- \_\_\_\_\_ For partnerships/LLC/LLP/Joint ventures, etc.; List of controlling parties (if applicable).

Items #8 and #9 are needed ONLY for contract related EDS documents:

- \_\_\_\_\_ Contract related information (if applicable):
  - \_\_\_\_\_ City of Chicago contract package
  - \_\_\_\_\_ Cover page of City of Chicago bid/solicitation package
  - \_\_\_\_\_ If EDS is related to a mod, then cover page of your current contract with the City.
- \_\_\_\_\_ List of subcontractors and retained parties:
  - \_\_\_\_\_ Name
  - \_\_\_\_\_ Address
  - \_\_\_\_\_ Fees – Estimated or paid

## EDS FREQUENTLY ASKED QUESTIONS

**Q: Where do I file?**

A: The web link for the Online EDS is <https://webapps.cityofchicago.org/EDSWeb>

**Q: How do I get help?**

A: If there is a question mark on a page or next to a field, click on the question mark for help filling out the page or field. You may also consult the User Manual and the Training Videos available on the left menu.

**Q: Why do I have to submit an EDS?**

A: The Economic Disclosure Statement (EDS) is required of applicants making an application to the City for action requiring City Council, City department or other City agency approval. For example, all bidders seeking a City contract are required to submit an EDS. Through the EDS, applicants make disclosures required by State law and City ordinances and certify compliance with various laws and ordinances. An EDS is also required of certain parties related to the applicant, such as owners and controlling parties.

**Q: Who is the Applicant?**

A: "Applicant" means any entity or person making an application to the City for action requiring City Council or other City agency approval. The applicant does not include owners and parent companies.

**Q: Who is the Disclosing Party?**

A: "Disclosing Party" means any entity or person submitting an EDS. This includes owners and parent companies.

**Q: What is an entity or legal entity?**

A: "Entity" or "Legal Entity" means a legal entity (for example, a corporation, partnership, joint venture, limited liability company or trust).

**Q: What is a person for purposes of the EDS?**

A: "Person" means a human being.

**Q: Who must submit an EDS?**

A. An EDS must be submitted in any of the following three circumstances:

<b>Applicants:</b>	An Applicant must always file this EDS. If the Applicant is a legal entity, state the full name of that legal entity. If the Applicant is a person acting on his/her own behalf, state his/her name.
<b>Entities holding an interest:</b>	Whenever a legal entity has a beneficial interest (E. G. direct or indirect ownership) of more than 7.5% in the Applicant, each such legal entity must file an EDS on its own behalf.

<b>Controlling entities:</b>	Whenever a Disclosing Party is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture that has a general partner, managing member, manager or other entity that can control the day-to-day management of the Disclosing Party, that entity must also file an EDS on its own behalf. Each entity with a beneficial interest of more than 7.5% in the controlling entity must also file an EDS on its own behalf.
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**Q: What information is needed to submit an EDS?**

A: The information contained in the Preparation Checklist for EDS submission.

**Q: I don't have a user ID & password. Can I still submit an Online EDS?**

A: No. You must register and create a user ID and password before submitting an Online EDS.

**Q: What information is needed to request a user ID & password for Online EDS?**

A: The information contained in the Preparation Checklist for Registration is needed to request a login for the Online EDS.

**Q: I already have a username and password from another City web site (City Web Portal, Department of Construction and Permits, Department of Consumer Services, etc.). Can I log-in the Online EDS with that account?**

A: Usually not. The Online EDS uses a user ID and password system that is shared by the Public Vehicle Advertising and Water Payment web sites. You may use a username and password from those sites by answering "Yes" to "Is this an existing City of Chicago user ID?" when registering. Other usernames and passwords will not be automatically recognized. However, you may choose to create an identical username for the Online EDS if it is not already taken.

**Q: I don't have an email address. How do I submit an Online EDS?**

A: You cannot get an account to submit an online EDS without an email address. If you need an e-mail address, we suggest that you use a free internet email provider such as [www.hotmail.com](http://www.hotmail.com) or [www.yahoo.com](http://www.yahoo.com) or [mail.google.com](http://mail.google.com) to open an account. The City does not endorse any particular free internet email provider. Public computers are available at all Chicago Public Library branches.

**Q: I forgot my user ID. Can I register again?**

A: No. If you are the EDS Captain of your organization, please contact the Department of Procurement Services at 312-744-4900. If you are an EDS team member, contact your EDS Captain, who can look up your user ID.

**Q: Who is the EDS Captain?**

A: The EDS Captain is a person who performs certain administrative functions for an organization which files an EDS. Each organization registered with the Online EDS has at least one EDS Captain. There may be co-captains, who are all equal. EDS Captains approve new users, change contact information for an organization, and deactivate accounts of employees who have left the organization. Please see the User Manual for more information.

**Q: Why do we need EDS Captains?**

A: The Online EDS is designed to be a self-service web application which allows those doing or seeking to do business with the City to perform as many routine functions as possible without City intervention. Because many organizations have multiple staff filing an EDS, the EDS Captain role allows those organizations to self-manage the contact information and users.

**Q: Who is the EDS team?**

A: The EDS team for an organization is everyone who is registered to file an EDS on behalf of the organization.

**Q: I forgot my password. What should I do?**

A: To retrieve a temporary password, click the "Forgot your password?" link on the login page. Enter your user ID that you provided when you registered your account. The system will automatically generate a temporary password and send it to you. When you log-in with your temporary password, you will be asked to create a new password.

**Q: How do I complete an Online EDS?**

A: Click on "Create New" after logging in. The Online EDS system will walk you through the EDS questions. Please see the User Manual for details.

**Q: How do I fill out a Disclosure of Retained Parties?**

A: There is no longer a separate Disclosure of Retained Parties filing. After logging in, click on "Create New". Answer (click) "Contract" to "Is this EDS for a contract or an EDS information update?" Click "Fill out EDS", and click on the "Retained Parties" tab. When finished, click on "Ready to Submit."

**Q: How do I attach documents?**

A: Attachments are discouraged. If at all possible, please provide a concise explanation in the space provided in the online form. Attachments with pages of officers are not acceptable. Names of officers must be typed into the system. If you must provide an attachment for another reason, please send it to your City of Chicago contact (contract administrator or negotiator for procurements) and they will attach it for you. Documents can be sent in PDF (preferred), Word, or paper format.

**Q: Who can complete an Economic Disclosure Statement online?**

A: Any authorized representative of your business with a user ID and password can complete your EDS online. One person, such as an assistant, can fill in the information and save it, and another person can review and electronically sign the Online EDS.

**Q: What are the benefits of filing my Economic Disclosure statement electronically?**

A: Filing electronically reduces the chance of filing an incomplete EDS and speeds up the processing of contract awards. A certificate of filing can be printed at the completion of the process and inserted into your bid package. The biggest benefit for those who frequently do business with the City is that after the first EDS, each EDS is much easier to fill out because non-contract specific information is pre-filled from the last submitted EDS.

**Q: Will my information be secure?**

A: Yes. When making your internet connection to our Web Server, you will connect through a Secure Socket Layer (SSL for short) to the "Online EDS" login page. All information you type will be protected using strong encryption. Within the login page, you will provide us with a user ID, password, and secret question for user authentication. Only you will have knowledge of this unique identification information.

**Q: I am filing electronically. How do I sign my EDS?**

A: Once you have completed the EDS, you will be prompted to enter your password and answer to your secret question. Together, these will serve as your electronic signature. Although you will also print and physically sign an EDS certification of filing as a notice that your EDS was filed, your EDS is complete as a legal document with only the electronic filing.

**Q: My address has changed. How can I update my information?**

A: You must be an EDS Captain for your organization to update this. Log-in and click on "Vendor Admin, Site Administration." Select the appropriate site and click edit.

**Q: I have more questions. How can I contact the Department of Procurement Services?**

A: Please contact the contract administrator or negotiator assigned to your solicitation or contract. You may call DPS at 312-744-4900 between 8:30 AM and 5:00 PM Central Time.

**Q: Can I save a partially complete EDS?**

A: Yes. Click "Save". To avoid data loss, we recommend you save your work periodically while filling out your EDS.

**Q: Do I have to re-type my information each time I submit an EDS?**

A: No. The system will remember non-contract specific information from your last submitted EDS for one year. This information will be filled-in for you in your new EDS. You will have an opportunity to correct it if it has changed since your last filing. When you submit your new EDS, the information is saved and the one-year clock begins running anew.

**Q: What are the system requirements to use the Online EDS?**

A: The following are minimum requirements to use the Online EDS:

- A PDF viewer such as Adobe Reader is installed and your web browser is configured to display PDFs automatically. You may download and install Adobe Reader free at [www.adobe.com/products/reader/](http://www.adobe.com/products/reader/)
- Your web browser is set to permit running of JavaScript.
- Your web browser allows cookies to be set for this site. Please note that while we use cookies in the Online EDS, we do not use them to track personally identifiable information, so your privacy is maintained.
- Your monitor resolution is set to a minimum of 1024 x 768.
- While not required to submit an EDS, if you wish to view the training videos, you must have Adobe Flash Plugin version 9 or higher, speakers, and sound. Please note that very old computers may not be able to run Adobe Flash and will not be able to play the training videos. In that case, we encourage you to seek help using the Online EDS Manuals. You may download and install Adobe Flash Plugin free at <http://get.adobe.com/flashplayer>

The Online EDS has been tested on Internet Explorer 6.0 and 7.0 and Firefox 2.0 and 3.0 on Windows XP and Mac OS X. Although it should work on other browsers and operating systems, the City of Chicago cannot guarantee compatibility.

THE BOARD OF COMMISSIONERS  
TONI PRECKWINKLE, PRESIDENT



COUNTY OF COOK  
BUREAU OF FINANCE  
OFFICE OF THE CHIEF PROCUREMENT OFFICER

MARIA DE LOURDES COSS  
CHIEF PROCUREMENT OFFICER

County Building  
118 North Clark Street, Room 1018  
Chicago, Illinois 60602-1304  
TEL: (312) 603-5370

Earlean Collins	1 <sup>st</sup> Dist.	Bridget Gainer	10 <sup>th</sup> Dist.
Robert Steele	2 <sup>nd</sup> Dist.	John P. Daley	11 <sup>th</sup> Dist.
Jerry Butler	3 <sup>rd</sup> Dist.	John A. Filchey	12 <sup>th</sup> Dist.
William M. Beavers	4 <sup>th</sup> Dist.	Lawrence Suffredin	13 <sup>th</sup> Dist.
Deborah Sims	5 <sup>th</sup> Dist.	Gregg Goslin	14 <sup>th</sup> Dist.
Joan P. Murphy	6 <sup>th</sup> Dist.	Timothy O. Schneider	15 <sup>th</sup> Dist.
Jesus G. Garcia	7 <sup>th</sup> Dist.	Jeffrey R. Tobolski	16 <sup>th</sup> Dist.
Edwin Reyes	8 <sup>th</sup> Dist.	Elizabeth Ann Doody Gorman	17 <sup>th</sup> Dist.
Peter N. Silvestri	9 <sup>th</sup> Dist.		

November 9, 2011

Mr. K. R. Dunbard  
Dunbard Armored, Inc.  
50 Schilling Road  
Hunt Valley, MD 21031

Ref: Document No. 11-53-062

Dear Mr. Dunbard:

Enclosed please find your copy of the above referenced contract.

This contract has been approved by the Board of Commissioners and signed by the proper officials on behalf of Cook County.

Please do not provide service until your firm has been notified by a representative from the Using Department.

Cordially,

Maria de Lourdes Coss, CPPO *DL*  
Chief Procurement Officer of Cook County

MdLC/js

Enclosure

cc: Various